

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

PHA Plans

5 Year Plan for Fiscal Years 2005 - 2009

Annual Plan for Fiscal Year 2007

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN
ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

PHA Plan Agency Identification

PHA Name: Bayonne Housing Authority
Number: NJ 12

PHA

PHA Fiscal Year Beginning: (mm/yyyy) 07/2007

PHA Programs Administered:

Public Housing and Section 8
 Section 8 Only
 Public Housing Only
 Number of public housing units: Number of S8 units: Number of public housing units:
 Number of S8 units:

PHA Consortia: (check box if submitting a joint PHA Plan and complete table)

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)

5-YEAR PLAN
PHA FISCAL YEARS 2005 - 2009
[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: (state mission here)
The mission of the Housing Authority of the City of Bayonne is to provide decent housing and safe, suitable living environments for economically impeded persons, disabled persons and senior citizens without discrimination, and to provide homeownership opportunities when available.

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- PHA Goal: Expand the supply of assisted housing
Objectives:
- Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
- PHA Goal: Improve the quality of assisted housing
Objectives:
- Improve public housing management: (PHAS score)
 - Improve voucher management: (SEMAP score)
 - Increase customer satisfaction:

- Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)
 - Renovate or modernize public housing units:
 - Demolish or dispose of obsolete public housing:
 - Provide replacement public housing:
 - Provide replacement vouchers:
 - Other: (list below)
- PHA Goal: Increase assisted housing choices
- Objectives:
- Provide voucher mobility counseling:
 - Conduct outreach efforts to potential voucher landlords
 - Increase voucher payment standards
 - Implement voucher homeownership program:
 - Implement public housing or other homeownership programs:
 - Implement public housing site-based waiting lists:
 - Convert public housing to vouchers:
 - Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

- PHA Goal: Provide an improved living environment
- Objectives:
- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
 - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
 - Implement public housing security improvements:
 - Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
 - Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

- PHA Goal: Promote self-sufficiency and asset development of assisted households
- Objectives:
- Increase the number and percentage of employed persons in assisted families:

- Provide or attract supportive services to improve assistance recipients' employability:
- Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:
 - Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
 - Other: (list below)

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 20 07
[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Standard Plan

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

The Annual Plan continues the Housing Authority of the City of Bayonne's commitment to following the established mission statement while taking measures to provide superior services to residents. Included in major initiatives is the continuation of the Authority's after school programs and security program with the Bayonne Police Department. The Authority continues to take advantage of training opportunities for staff and allows for programs to be established beyond the HUD requirements, for example, inspecting every unit once every six months.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

Table of Contents

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i. Executive Summary	AP #1
ii. Table of Contents	
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2. Financial Resources	
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4. Rent Determination Policies	A/O/R Policy Attached
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6. Grievance Procedures	A/O/R Policy
7. Capital Improvement Needs	
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9. Designation of Housing	

- 10. Conversions of Public Housing
- 11. Homeownership
- 12. Community Service Programs A/O/R Policy (Lease)
- 13. Crime and Safety
- 14. Pets (Inactive for January 1 PHAs) A/O/R Policy
- 15. Civil Rights Certifications (included with PHA Plan Certifications)
- 16. Audit
- 17. Asset Management
- 18. Other Information

Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- Admissions Policy for Deconcentration
- FY 2005 Capital Fund Program Annual Statement
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)
- List of Resident Advisory Board Members
- List of Resident Board Member
- Community Service Description of Implementation
- Information on Pet Policy
- Section 8 Homeownership Capacity Statement, if applicable
- Description of Homeownership Programs, if applicable

Optional Attachments:

- PHA Management Organizational Chart
- FY 2005 Capital Fund Program 5 Year Action Plan
- Public Housing Drug Elimination Program (PHDEP) Plan
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- Other (List below, providing each attachment name)

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with	5 Year and Annual Plans

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	the Consolidated Plan	
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures	Annual Plan: Grievance

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	<input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	2,827	5	5	N/a	N/a	5	N/a
Income >30% but <=50% of AMI	1692	5	5	N/a	N/a	5	N/a
Income >50% but <80% of AMI	1722	5	5	N/a	N/a	5	N/a
Elderly	4263	5	5	N/a	N/a	5	N/a
Families with Disabilities	N/a	N/a	N/a	N/a	N/a	N/a	N/a
White	12,172	5	5	N/a	N/a	5	N/a
Black	792	5	5	N/a	N/a	5	N/a
Hispanic	1321	5	5	N/a	N/a	5	N/a
Race/Ethnicity							

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdiction/s
Indicate year:
- U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset
- American Housing Survey data
Indicate year:
- Other housing market study
Indicate year:
- Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA's waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	1114		90
Extremely low income <=30% AMI	724	64%	
Very low income (>30% but <=50% AMI)	390	35%	
Low income (>50% but <80% AMI)	0	0	
Families with children	621	55%	
Elderly families	160	14%	
Families with Disabilities	99	8%	
White	468	42%	
Black	256	22%	
Hispanic	386	34%	
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			

Housing Needs of Families on the Waiting List			
1BR	486	44%	
2 BR	402	36%	
3 BR	215	19%	
4 BR	11	1%	
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	560		25
Extremely low income <=30% AMI	277	49%	
Very low income (>30% but <=50% AMI)	283	50%	
Low income (>50% but <80% AMI)	0	0	
Families with children	544	97%	
Elderly families	12	2.1%	
Families with Disabilities	4	.7%	
White	225	40%	
Black	166	30%	
Hispanic	167	30%	
Race/ethnicity			

Housing Needs of Families on the Waiting List			
Characteristics by Bedroom Size (Public Housing Only)			

C. Strategy for Addressing Needs

Provide a brief description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency’s reasons for choosing this strategy.

The Housing Authority of the City of Bayonne will continue to utilize the extensive waiting list for its’ family developments while adhering to the Authority’s Admissions and Occupancy Policy. The Authority will also continue to outreach to local social services in attempts to maintain a solid senior citizen applicant availability.

(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
- 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
- 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)

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)

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
- 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
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)

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)

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)

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
- 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)

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 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	Planned \$	Planned Uses
1. Federal Grants (FY 2005 grants)		
a) Public Housing Operating Fund	\$5,832,767	
b) Public Housing Capital Fund	\$2,611,264	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$1,896,150	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
FFY 2005	\$1,553,046	
FFY 2006	\$1,381,396	
3. Public Housing Dwelling Rental Income		

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
Dwelling Rents	\$3,995,071	
Excess Utilities	\$ 60,000	
4. Other income (list below)		
Interest	\$379,829	
Laundry, tenant charges, misc.)	\$482,000	
4. Non-federal sources (list below)		
Reimbursement from related parties	\$1,000,000	
Total resources	\$20,191,523	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: (state time)
- Other: (describe)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe)

- c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list
- Sub-jurisdictional lists
- Site-based waiting lists
- Other (describe)

b. Where may interested persons apply for admission to public housing?

- PHA main administrative office
- PHA development site management office
- Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?

3. Yes No: May families be on more than one list simultaneously
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office
- All PHA development management offices
- Management offices at developments with site-based waiting lists
- At the development to which they would like to apply
- Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- One
- Two
- Three or More

b. Yes No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- Emergencies
- Overhoused
- Underhoused
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: (list below)

c. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

1 Date and Time

Former Federal preferences:

- 2 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 2 Victims of domestic violence
- 2 Substandard housing
- 2 Homelessness
- 2 High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes

Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
 Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease
 The PHA's Admissions and (Continued) Occupancy policy
 PHA briefing seminars or written materials
 Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- At an annual reexamination and lease renewal
 Any time family composition changes
 At family request for revision
 Other (list)

(6) Deconcentration and Income Mixing

a. Yes No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. Yes No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

- Adoption of site based waiting lists
If selected, list targeted developments below:

- Employing waiting list “skipping” to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:
- Employing new admission preferences at targeted developments
If selected, list targeted developments below:
- Other (list policies and developments targeted below)
- d. Yes No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?
- e. If the answer to d was yes, how would you describe these changes? (select all that apply)
- Additional affirmative marketing
- Actions to improve the marketability of certain developments
- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- Other (list below)
- f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)
- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:
- g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)
- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Eligibility

- a. What is the extent of screening conducted by the PHA? (select all that apply)

- Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors below) credit checks also conducted
- Other (list below)

b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- Criminal or drug-related activity
- Other (describe below)

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- None
- Federal public housing
- Federal moderate rehabilitation
- Federal project-based certificate program
- Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- PHA main administrative office
- Other (list below)

(3) Search Time

a. Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below: reviewed on a case by case basis

(4) Admissions Preferences

a. Income targeting

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these

choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

1 Date and Time

Former Federal preferences

- 2 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 2 Victims of domestic violence
- 2 Substandard housing
- 2 Homelessness
- 2 High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- Through published notices
- Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0
- \$1-\$25
- \$26-\$50

2. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below: reviewed on a case by case basis including guidelines established by HUD

c. Rents set at less than 30% than adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

- For the earned income of a previously unemployed household member
- For increases in earned income
- Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

- Fixed percentage (other than general rent-setting policy)
- If yes, state percentage/s and circumstances below:

- For household heads
- For other family members
- For transportation expenses
- For the non-reimbursed medical expenses of non-disabled or non-elderly families
- Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

- Yes for all developments
- Yes but only for some developments
- No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- For all developments
- For all general occupancy developments (not elderly or disabled or elderly only)
- For specified general occupancy developments
- For certain parts of developments; e.g., the high-rise portion
- For certain size units; e.g., larger bedroom sizes
- Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- Market comparability study
- Fair market rents (FMR)
- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The "rental value" of the unit
- Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- Other (list below)

- g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)
- The section 8 rent reasonableness study of comparable housing
 - Survey of rents listed in local newspaper
 - Survey of similar unassisted units in the neighborhood
 - Other (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

- a. What is the PHA's payment standard? (select the category that best describes your standard)
- At or above 90% but below 100% of FMR
 - 100% of FMR
 - Above 100% but at or below 110% of FMR
 - Above 110% of FMR (if HUD approved; describe circumstances below)
- b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)
- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
 - The PHA has chosen to serve additional families by lowering the payment standard
 - Reflects market or submarket
 - Other (list below)

- c. If the payment standard is higher than FMR, why has the PHA chosen this level?
(select all that apply)
- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
 - Reflects market or submarket
 - To increase housing options for families
 - Other (list below)
- d. How often are payment standards reevaluated for adequacy? (select one)
- Annually
 - Other (list below)
- e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)
- Success rates of assisted families
 - Rent burdens of assisted families
 - Other (list below)

(2) Minimum Rent

- a. What amount best reflects the PHA's minimum rent? (select one)
- \$0
 - \$1-\$25
 - \$26-\$50
- b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)
- Reviewed on a case by case basis but following HUD guidelines

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

- An organization chart showing the PHA's management structure and organization is attached.

- ☒ A brief description of the management structure and organization of the PHA follows: The Housing Authority of the City of Bayonne is currently effectively managed through a central office. The structure includes the Board of Commissioners, Executive Director, senior staff and regular staff.

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use “NA” to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	1278	90
Section 8 Vouchers	251	25
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

C. Management and Maintenance Policies

List the PHA’s public housing management and maintenance policy documents, manuals and handbooks that contain the Agency’s rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

- (1) Public Housing Maintenance and Management: (list below)
 The Housing Authority of the City of Bayonne employs the standards established by the physical inspections of REAC, standards listed in tenant leases, local and state building codes and regulations. Included is a exterminating services by a hired

licensed contractor that provides , along with maintenance an integrated preventative, and when necessary, proactive approach to any situations.

(2) Section 8 Management: (list below)

Section 8 inspections and quality assurance follow up inspections follow HQS guidelines.

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub component 6A.

A. Public Housing

1. Yes No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)
- PHA main administrative office
 - PHA development management offices
 - Other (list below)

B. Section 8 Tenant-Based Assistance

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)
- PHA main administrative office
 - Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- Yes No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
- b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)

- Revitalization Plan under development
- Revitalization Plan submitted, pending approval
- Revitalization Plan approved
- Activities pursuant to an approved Revitalization Plan underway

- Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
- If yes, list development name/s below:

- Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
- If yes, list developments or activities below:

- Yes No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
- If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

Yes No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name:scattered site 1b. Development (project) number:nj 12-9
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)07/08
5. Number of units affected: 16
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity:07/08 b. Projected end date of activity:08/09

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly

families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name: Constabel Hook Village
1b. Development (project) number:
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)07/08
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 177
7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. What is the status of the required assessment?	<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	
4. Status of Conversion Plan (select the statement that best describes the current status)	<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)	<input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: _____) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: _____) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: _____) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units

Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. Yes No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name:
1b. Development (project) number:

<p>2. Federal Program authority:</p> <p><input type="checkbox"/> HOPE I</p> <p><input type="checkbox"/> 5(h)</p> <p><input type="checkbox"/> Turnkey III</p> <p><input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)</p>
<p>3. Application status: (select one)</p> <p><input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program</p> <p><input type="checkbox"/> Submitted, pending approval</p> <p><input type="checkbox"/> Planned application</p>
<p>4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)</p>
<p>5. Number of units affected:</p> <p>6. Coverage of action: (select one)</p> <p><input type="checkbox"/> Part of the development</p> <p><input type="checkbox"/> Total development</p>

B. Section 8 Tenant Based Assistance

1. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

- Yes No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- 25 or fewer participants
- 26 - 50 participants
- 51 to 100 participants
- more than 100 participants

b. PHA-established eligibility criteria

Yes No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (1)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

Yes No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- Client referrals
- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- Jointly administer programs
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- Public housing rent determination policies
- Public housing admissions policies
- Section 8 admissions policies

- Preference in admission to section 8 for certain public housing families
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

- Yes No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2005 Estimate)	Actual Number of Participants (As of: DD/MM/YY)

Public Housing		
Section 8		

- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
 - Informing residents of new policy on admission and reexamination
 - Actively notifying residents of new policy at times in addition to admission and reexamination.
 - Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
 - Establishing a protocol for exchange of information with all appropriate TANF agencies
 - Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)
Because of an effective security program with the Bayonne Police Department that is still in place in spite of HUD eliminating the Drug Elimination Grants, Bayonne Housing Authority properties see no more crime related issues than surrounding neighborhoods.

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

3. Which developments are most affected? (list below)
All developments are affected equally.

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)

2. Which developments are most affected? (list below)

All developments are positively affected by such activities.

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

2. Which developments are most affected? (list below)

All developments are affected by the Bayonne Police Program.

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2005 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2005 in this PHA Plan?
- Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. Yes No: Was the most recent fiscal audit submitted to HUD?
3. Yes No: Were there any findings as the result of that audit?
4. Yes No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain? _____
5. Yes No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
 - Not applicable
 - Private management
 - Development-based accounting
 - Comprehensive stock assessment
 - Other: (list below)

That which is required by HUD

3. Yes No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

- Attached at Attachment (File name)
 Provided below:

3. In what manner did the PHA address those comments? (select all that apply)

- Considered comments, but determined that no changes to the PHA Plan were necessary.
 The PHA changed portions of the PHA Plan in response to comments
List changes below:

Other: (list below) Comments were limited to capital improvement requests and security issues tied into existing capitol improvements.

B. Description of Election process for Residents on the PHA Board

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

- Candidates were nominated by resident and assisted family organizations
 Candidates could be nominated by any adult recipient of PHA assistance
 Self-nomination: Candidates registered with the PHA and requested a place on ballot
 Other: (describe)

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
 Any head of household receiving PHA assistance
 Any adult recipient of PHA assistance
 Any adult member of a resident or assisted family organization
 Other (list)

c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
 Representatives of all PHA resident and assisted family organizations

Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (provide name here)

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
 - The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
 - The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
 - The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
 - Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

- Other: (list below)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

RESIDENT ADVISORY BOARD MEMBERSHIP

Johnette Otis -- Pamrapo Gardens
Rosemary Santiago – Bergen Point Gardens
Cynthia Hayes – Centerville Gardens
Dawn Borders – LaTourette Gardens
Catherine Feeley – Kill Van Kull Gardens
James Pleasant -- Pamrapo Gardens Annex
Nancy Ingraham – Eastside Gardens
Richard Siggins – Constable Hook Village
Carol Dunham – Kill Van Kull Gardens Annex
Paula Baldonado – Back Bay Gardens
Sheila Antzak – City of Bayonne
Thomas Wojslawowicz – Chairman, BHA
Thomas Adam – Director of Staff, BHA
John Mahon – Executive Director, BHA

Summary of Resident Advisory Board Comments

Johnette Otis – Pamrapo Gardens

- 1) Open the laundry room
 - a. The laundry room renovations are substantially complete and awaiting inspection from the City
- 2) Open the Community Room
 - a. The community room construction is also awaiting inspection from the City
- 3) Have the steps replaced
 - a. Work in progress anticipated completion July 07
- 4) Saturday inspections and exterminating
 - a. Residents have the option of permitting workers in when they are not home for inspections and exterminating
- 5) Try to have a teen night
 - a. The after school program has opportunities for recreation on an Authority wide basis.

Rosemary Santiago – Bergen Point Gardens

- 1) Compliment on new windows (previous recommendation carried out)
- 2) Paint community room and hallways
- 3) Trim trees in rear of complex

Cynthia Hayes – Centerville Gardens

- 1) Community room in working order and associated items for use.
 - a. Community room currently does not meet fire code requirements – a remedy to the situation is being planned

Richard Siggins – Constable Hook Village

- 1) Paint community room
- 2) Longer hours for the laundry rooms

Carolyn Dunham – Kill Van Kull Gardens Annex

- 1) Community room – new cabinets, painting, curtain rods
- 2) Hallways painted and floors buffed
- 3) Repair leaks in front hallway windows
- 4) Tenant directory
- 5) Check radiators in tenant bathrooms

Paula Baldonado – Back Bay Gardens

- 1) Front doors made more secure
 - a. Contract signed for access control
- 2) Community room painted and new curtains
- 3) Additional cameras in lobby

BOARD OF COMMISSIONERS

Thomas Wojslawowicz – Chairman
Edward Kaczka – Vice Chairman
Ludo Nolfo – Commissioner
Walter Olender – Commissioner
Rev. H. Gene Sykes – Commissioner
Joseph Tagliarini – Commissioner
State Appointment -- vacant

PHA Plan Table Library

Component 7 Capital Fund Program Annual Statement Parts I, II, and II

Annual Statement Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number NJ39P01250107 FFY of Grant Approval: (09/2007)

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	250,000
4	1410 Administration	90,000
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	150,000
8	1440 Site Acquisition	
9	1450 Site Improvement	421,264
10	1460 Dwelling Structures	1,700,000
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)	2,611,264
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	250,000
24	Amount of line 20 Related to Energy Conservation Measures	

Annual Statement
Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
HA-Wide	Security	1408	250,000
HA-Wide	Administration	1410	90,000
HA_Wide	A/E Fees/Inspections/Mod Coordinator	1430	150,000
HA-Wide	Access Control Systems	1460	300,000
12-6b	Kitchens/ Baths	1460	800,000
12-9	Apt. Doors	1460	500,000
12-1/2/3/4	Fire escapes	1460	100,000
HA-Wide	Site Work	1450	421,264

Annual Statement

Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
All	09/2009	09/2011

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
Description of Needed Physical Improvements or Management Improvements			Estimated Cost
			Planned Start Date (HA Fiscal Year)
Security			1,061,266
Administration			360,000
A/E Fees			700,000
Site Work			100,000
Patio Doors			500,000
Doors			650,000
Electrical Panels			270,000
Apt. Turnover			283,788
Smoke alarms			400,000
Electrical wiring			1,561,264
Electrical Upgrades			300,000
Elevator Upgrades			400,000
Lighting			400,000
Boilers			1,980,000
Steam Lines			150,000
Main Entrances			300,000
Curtain walls			100,000
Roofs			200,000
Security cameras			200,000
Laundry equipment/Compactors			528,738
Compactors			
Total estimated cost over next 5 years			10,445,056

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ADMISSION, OCCUPANCY AND RENTAL POLICY

1.0 INTRODUCTION/PURPOSE

1.1 Purpose of Policy

The purpose of this document is to explain the policies, rules and procedures of the Housing Authority of the _____ of _____, as they relate to the admission of and continued occupancy of residents in public housing. It will also state the rules and procedures employed to calculate rent. This policy complies with the principles in Section 206 of the Housing and Community Development Amendments of 1979, Section 203 of the Housing and Urban Rural Recovery Act of 1983 and the Quality Housing and Work Responsibility Act of 1998.

Whereas it is the policy of the Housing Authority of the _____ of _____ to fulfill the stipulations expressed in the U.S. Housing Act of 1937 and all subsequent amendments thereto as enacted by the Housing and Community Development Acts in the operation of all low-income public housing under its administration, and whereas it is the commitment of the Borough (City) of _____, the Housing Authority of the Borough (City) of _____ finds it necessary to delineate the admission, continued occupancy and rental policies and practices, and set priorities so as to accomplish its commitment to provide decent, safe and sanitary housing to eligible applicants, and residents in occupancy. It is pursuant to this goal that the Authority establishes the following criteria pertinent to eligibility for admission to its low-income housing developments under its jurisdiction, as well as rules and regulations to determine the calculation of rents. Notwithstanding the above, changes in applicable federal law or regulations as per 24 CFR Part 900 shall supercede provisions in conflict with this policy.

1.2 Fair Housing Policy

In establishing these criteria, the Authority has complied with all regulations of Title VI of the Civil Rights Act of 1964. Title VIII of the Civil Rights Act of 1968, the HUD regulations of May 21, 1984, requirements as outlined in the Public Housing Occupancy Handbook, 7465.1 Rev. dated 10/78 and HUD regulations of May 12, 1988 as outlined in notice PIH 88-16, 7465.1 Rev-2. In an effort to provide a decent home and a suitable living environment which fosters economic and social mobility in the tenant body as a whole, the Authority hereby adopts policies and procedures which embody standards and criteria for tenant selection that takes into consideration the needs of individual families

for low-income housing, as well as the statutory purpose in developing and operating socially and financially sound low-income housing developments.

These policies and procedures have been so designed as to avoid concentration of the most economically deprived families in any one of the __HA's low-income housing sites, and preclude admission of applicants whose habits and practices may have a detrimental effect on the health, safety and welfare of the residents. It is the goal of the Authority to attain a stable tenant body comprised of families with a broad range of incomes.

These policies and procedures have been designed in such a way as not to deny admission to any particular group or category or otherwise eligible applicants. They assure the objective and reasonable selection among eligible applicants and are consistent with the Authority's responsibilities as a public body. Finally, they comply with state, local and federal laws and regulations as well as the provisions of the Annual Contributions Contract governing the flow of funds between HUD and the Housing Authority.

1.3 Affirmative Marketing

In the hopes of reaching a broad spectrum of potential applicants, the __HA will affirmatively market its public and assisted housing to the widest audience practicable. Information concerning the public and assisted housing programs shall be disseminated through the local media on a regular basis. This dissemination of information may take the form of press releases or advertisements. The __HA shall assure minority participation by disseminating information in local and area-wide minority publications. The __HA may meet with minority organizations to discuss their programs. In all instances the __HA shall take steps to provide opportunities to households which due to other factors such as race, religion, ethnicity, sex of head of household, age, disability or source of income would be less likely to apply for public and/ or assisted housing. The __HA shall be in compliance with the Local Housing Plan of any local, county or state Comprehensive Housing Affordability Strategy (CHAS) pursuant to Section 24 CFR, Part 91, and the CHAS shall have the housing authorities plans incorporated within.

2.0 ADMISSIONS POLICY

2.1 Criteria for Admission

In compliance with its statement of purpose and objectives, and in adherence to its policy of achieving a socially and economically viable tenant body, this Authority, through its tenant selection process, has determined that it will accept for admission to its public housing developments only applicants who at the time of application meet all of the following requirements: (note that procedures for the implementation of these criteria are

discussed in Section 2.4 and criteria for denial of admission are discussed in Section 3.0 below).

- 2.1.1 Have demonstrated satisfactorily by past performance the ability to pay such monthly rent as would be determined according to the Authority's rent policy.
- 2.1.2 Have demonstrated through acceptable references the ability to conduct themselves in a manner that will not impair the environment and/or security of other tenants residing in the development.
- 2.1.3 Have demonstrated by past performance and behavior that family members are likely to obey all rules and regulations as embodied in the tenant's lease, as well as the rules and regulations embodied herein.
- 2.1.4 Have demonstrated by past behavior that family members will take affirmative action to maintain both the apartment they are seeking to lease as well as the common area of the development in which the apartment is located in a safe, healthy and sanitary condition.
- 2.1.5 In the event, however, that in the course of soliciting relevant information that will help determine the suitability and eligibility of any individual applicant as a potential public housing resident, any unfavorable information is received with respect to the applicant, the Authority shall consider such factors as might indicate a reasonable probability of favorable future conduct or financial prospects such as 1) evidence of rehabilitation or 2) evidence of participation in or willingness to participate in social service or other appropriate counseling service programs offered by the community at large.

However, the above criteria **will not** be employed to deny admission to potential residents on the basis of race, creed, color, national origin, marital status, and other factors enumerated in Title VI of the Civil Rights Act of 1968.

While the Housing Authority envisions itself as being responsive to the community's needs for low-income housing, it cannot accommodate all emergency cases because of limited resources and its obligation to adhere to the standards set forth herein. However, its tenant selection process will aim at achieving these objectives by adhering to the criteria established herein.

- 2.1.6 Verification Requirements. The following items of information are subject to verification by the Authority to determine eligibility and rent:

- a) Income. The Authority will use the following to verify income:

- (1) Third party verification through an employer or public agency.
- (2) Review documentation provided by the family such as benefit checks, income tax returns, etc.
- (3) Verification of public assistance from the governmental entity supplying it.

All copies of such information shall be kept in the applicant's file.

- b) Assets. The Authority will review all savings and checking account bankbooks, newspaper stock quotations; local government assessed property values, tax returns, etc. The applicant will also be responsible for completing an "Asset Disposition" Form.
- c) Family Size and Composition. The Authority will rely on the declaration of the applicants related to family size, composition and the relationship among the family members.
- d) Age of Family Members. The Authority will request that birth certificates be provided to verify age.
- e) Marriage Certificate. If a marriage certificate is not available the following information is acceptable:
 - (1) Drivers license that displays the same address and last names.
 - (2) Federal tax forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
 - (3) Other acceptable forms of documentation of marriage would include any document that has been issued by a federal, state, or local government and indicates that the individuals are living as a married couple. Couples that are living under common law can provide the same information as listed above to document that they are living together.
 - (4) The couple must also certify on their application for admissions that they are married.

- f) Separation or Divorce. If an applicant is divorced or separated and has a child or children by that spouse the applicant must provide one of the following verifications:
- (1) A Final divorce decree. (Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced.
 - (2) Receiving court-ordered child support from former spouse.
 - (3) Verification that applicant is pursuing child support through the courts or probation department.
 - (4) If applicant is receiving personal child support, then applicant can make arrangements to have the child support paid through the court system, usually the probation department.
 - (5) Receipt of TANF (Temporary Assistance to Needy Families) through the municipal or county Department of Human Services for former spouse's children.
 - (6) Income tax statement from both the husband and wife showing that they each filed separately.
 - (7) A written statement from an attorney certifying that a suit for divorce has been filed.
 - (8) A written statement from an abuse shelter, law enforcement agency, social service agency that the applicant needs housing due to physical abuse.
- g) Displacement Status. The Authority will verify the applicant's displacement status by contacting the municipal office responsible for this action.
- h) Unemployment Compensation or Veterans benefits.
- i) Non-Economic Selection Criteria. The Authority will make use of credit checks. Home visits by Authority's staff, court and police records, and references of prior landlords to obtain this information.

- j) Handicap or Disability. A physician's certificate verifying the handicap or disability may be required. In addition, verification by a clinic, hospital, welfare agency, the Social Security Administration, vocational rehabilitation agencies, and similar sources will be acceptable.
- k) Social Security Numbers. The Authority will require Social Security numbers for each family member. If the Applicant cannot provide his/her social security number, other documents listed below **showing the social security number** may be used for verification. They may be used only until a valid social security card can be provided. these additional documents are as follows:
- (1) Driver's license that shows the social security number.
 - (2) Identification card issues by a federal, state or local agency.
 - (3) Identification card issued by an employer or trade union.
 - (4) Identification card issued by a medical insurance company.
 - (5) Earnings statements or payroll stubs.
 - (6) Bank statements
 - (7) IRS Form 1099 or W-2 form.
 - (8) Benefit award letters from government agencies.
 - (9) Medicaid Cards
 - (10) Unemployment benefit letter.
 - (11) Retirement benefit letter.
 - (12) Life insurance policies.
 - (13) Court records such as real estate, tax notices, marriage and divorce judgement or bankruptcy records.

(14) Verification of social security benefits with the Social Security Administration.

If the __HA verifies social security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

- 1) Eligible Citizenship Status. The Authority requires verification of eligible citizenship status in the form of birth certificates, passports, permanent residency cards, etc.

All information obtained from the applicant concerning eligibility will be verified when a suitable dwelling is expected to be available.

2.1.7 Confidentiality. All records concerning an applicant or Tenant are strictly confidential.

- a) All applicants applying for public and/ or assisted housing shall complete and execute a Federal Privacy statement that states under what conditions HUD will release Tenant information. Requests for information concerning a specific Tenant must be in writing and accompanied by a signed release request before the __HA will release any information.
- b) All applicants applying for public and/ or assisted housing shall complete and execute release for information form. This form will enable the __HA to obtain information regarding the applicant. Such information will be used solely in determining eligibility and suitability for admission.

2.2 Specific Standards of Eligibility

2.2.1 Eligibility for Admission. Applicants to be admitted into the Authority's low-income housing must satisfy all of the following additional requirements:

- a) Qualify as a family as defined in Section 10.0.
- b) Have a total family income, less enumerated deductions, which cannot exceed the maximum income limits for admission as set forth in Exhibit A.

- c) Agree to complete an orientation program prior to occupancy. This program will be arranged pending the Authority's financial capability to do so, and its ability to provide the necessary staff for such a program.

NOTE:

You may choose to use the old federal preferences or some other local preference. You must advertise what you are planning to do and have a general comment period and public hearing before adopting any local preference.

2.2.2 Preference in Selection of Tenants. In selecting applicants for assistance in public housing, _____ residents will be given preference at all times. In addition a preference will be given to working families. A resident is defined as follows:

- a) An applicant who resides in _____ at the time they submit their application.
- b) An applicant who is working in _____.
- c) A senior citizen who is the parent of a _____ resident who has lived in the municipality for at least two years.

No requirement or preference may be based upon the identity or location of the housing that is occupied by the applicant, nor upon the length of time the applicant has resided in _____.

When an applicant who was a non-resident becomes a resident, the previous application will be placed at the end of the resident waiting list as of the date they present verification of residency.

Any _____ resident who is on the waiting list and subsequently moves out of the _____ will maintain their position on the waiting list.

2.3 Continued Occupancy Limits

The Housing and Community Development Act of 1974 completely eliminated the concept of continued occupancy income limits for public housing residents.

In addition, the Authority as per Exhibit H has adopted ceiling rental limits. However, if it is determined that a family's income is in excess of the income limits set for new admissions, the Authority will determine whether the family is a family of low-income in accordance with its standards and criteria for continued occupancy. If the Authority determines that the family is not a low-income

family, the Authority, as provided in 24CFR Section 860.6, will not commence eviction proceedings or refuse to renew a lease based upon the income of the tenant family unless it has identified for possible rental by the family a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding 30% of adjusted income as defined by this policy.

2.4 Related Procedures – Process of Applying for Admission

In order to insure that very low-income families are not discriminated against, it shall be the policy of this Authority to admit not less than 40% of all families with incomes at or below 30% of the area median income in accordance with the Income Targeting provisions of the Quality Housing and Work Responsibility Act of 1998.

The Authority shall obtain a written application signed by a responsible adult member of the family. This application shall set forth all data and information necessary to enable the Authority to determine whether or not the family meets the conditions for admission or continued occupancy.

All applications received shall be dated and maintained in the central office by the tenant selection staff. Each application shall be assigned an appropriate place on a community-wide basis in sequence based upon date the application is received, suitable type and size of unit and factors affecting preference or priority established by the Authority, not inconsistent with the objectives of Title III of the Civil Rights Act of 1964 and the HUD regulations and requirements pursuant thereof.

Eligible families on the waiting list must contact the Authority immediately if any change in family composition, income or factors affecting preference should occur.

Suitable vacancies arising at a given time at any location shall be offered to the eligible applicant first in sequence at such time. If the applicant offered the available apartment refuses, they will be given another choice if one exists. If another unit is not available, then the applicant will be given a second offer as soon as one becomes available. If the applicant rejects the second offer, they will be moved to the bottom of the eligible applicant list.

However, if an applicant presents to the satisfaction of the Authority clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, or national origin, such as inaccessibility to source of employment, children's day care and the like, refusal of such an offer shall not be counted as one of the two allowable

refusals permitted an applicant before placing their name at the bottom of the eligible list.

In addition, any and all forms requiring signature of applicants or tenants that involve contract of stipulations regarding admission and occupancy shall be read and explained to the tenant or applicant prior to signing. If economically feasible, all above listed documents shall be available in Spanish on request and/or self-evident need. In any event, the Authority shall supply an applicant who does not read or write the English language with a translator if this is economically feasible.

Management shall develop reasonable procedures for the screening and acceptance of applicants referred from external social service agencies. If tenants are involved in such screening procedures, they shall not receive rent reductions in return for their participation.

The applicant will be required to sign a release allowing the authority to request a copy of a police report from the New Jersey State Police and the Federal Bureau of Investigation if required. In addition, the applicant, if required, will provide fingerprints to the police department for submission to the FBI for check through the National Crime Information Center.

The Authority shall promptly notify any applicant (as per Section 2.6) determined to be ineligible for admission (as per Section 3.0), the basis for such determination and shall provide the applicant, upon request, within a reasonable time after the determination is made, with an opportunity for an informal hearing on said determination.

When a determination has been made as to the eligibility and satisfaction of all requirements for admission including the tenant selection criteria, the applicant will be notified of the approximate date of occupancy.

The Housing Authority, working in conjunction with social service organizations, the _____ government and its various departments, shall commit itself to the development/provision of quality residences in public housing that will attract qualified new tenants, retaining tenants who adhere to standards embodied herein.

Individuals who have a physical impairment, which would prevent them from completing an application in person, may call the Authority to make special arrangement to complete their application. A telecommunications device for the deaf (TDD) is available for the deaf. If the applicant is visually impaired all notices must be in a format understandable by the applicant.

The Authority may from time to time close its waiting list by suspending the acceptance of any new applications for assistance. The Authority will make it known to the general public through the publication in the media of the fact that applications are being suspended. When the Authority determines it is in their best interest to open the waiting list and begin accepting applications again they will publish in the news media an advertisement stating that applications are available.

The advertisement shall contain the following:

- The HA will publish the date applications will be accepted and the location where applications can be completed. If the HA anticipates suspending the taking of applications after a period of time, the date of acceptance and closing of applications must be published.
- Advise families that applications will be taken at the designated office;
- Briefly describe the Public Housing program; and
- State that applicants for Public Housing must specifically apply for the Public Housing Units and that applicants for Public Housing may also apply for to the Section 8 Program, if applicable, and they will not lose their place on the Public Housing waiting list if they also apply for Section 8 assistance. For this to be applicable the HA must have a Section 8 Program and be accepting applications for Section 8 assistance.
- To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

2.5 Non Compliance with Housing Authority Schedule of Appointments and Submission of Documents

An applicant must adhere to all schedules established by the housing authority to review eligibility. An applicant who fails to keep an appointment without notifying the HA and without re-scheduling the appointment shall be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as the HA or HUD determines to be necessary (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

- Complete Application
- Bringing in Verification Information

- Briefing prior to Occupancy
- Leasing Signature
- Inspections
- Recertification
- Interim Adjustment
- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
- Scheduled Counseling Sessions
- Move-In appointments

Process When Appointment(s) Are Missed: - For most of the functions above, the family may be given two appointments.

If the family does not appear or call to reschedule the appointment(s) required, the HA may begin termination procedures. The applicant or tenant will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process. Only Tenants are afforded a grievance. The grievance procedures do not apply to applicants.

If the representative of the HA and/or Hearing Officer makes a determination in favor of the applicant/tenant, the HA will comply with decision unless the applicable provisions of the Grievance Procedure is applicable to the hearing officers decision.

Letters Mailed to Applicants by the HA: - If an applicant claims they did not receive a letter sent by the Authority which requested information from the applicant or to have them attend an interview, the HA will determine whether the letter was returned to the HA. If the letter was not returned to the HA, the applicant will be assumed to have received the letter.

If the letter was returned to the HA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the HA, in writing, if their address changes during the application process.

2.6 Notification of Applicants

The Authority will promptly notify all applicants as to their eligibility or ineligibility as follows:

- 2.6.1** An eligible applicant will be notified of the approximate date of occupancy insofar as that date can be reasonably determined. If an approximate date cannot be determined, the Authority will inform the applicant of their status on the waiting list and its length.
- 2.6.2** An ineligible applicant will be notified of the basis for the determination and will be provided upon a written request within ten (10) days after the determination with an opportunity for an informal meeting. The authority will hold this informal meeting within ten (10) days of the request. The person designated by the authority to conduct the informal meeting shall be an impartial person appointed by the authority other than the person who made the initial determination under review. The meeting shall be conducted in accordance with applicable HUD and housing authority rules. The hearing officer shall return a decision within ten (10) days of the meeting. The housing authority's grievance procedure applies only to residents. It does **not apply** to applicants.
- 2.6.3** The Authority will maintain all applicants' records indicating the final action taken, including applications that have been determined inactive.

2.7 Deconcentration

Section 513 of the Quality Housing and Work Responsibility Act of 1998 makes several amendments to Section 16 with respect to deconcentration of poverty and income targeting. The housing authority will make every effort to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects whenever possible.

The housing authority may offer incentives to eligible families that would help accomplish this goal. In addition, skipping of a family on the waiting list specifically to reach another family with a lower or higher income will be done as required to meet this goal.

The housing authority will try to maintain a balanced income mix on all of its scattered sites. Replacing vacancies from the same or similar income levels will maintain this mix.

The housing authority will establish a working family preference, will continue to affirmatively market units and provide rent incentives as permitted by the QHWRA.

2.8 Misrepresentation by the Applicant or Tenant

If an applicant or tenant is found to have made willful misrepresentations at any time which resulted in the applicant or tenant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentation by the applicant/tenant. If such misrepresentation resulted in tenant paying a lower rent than was appropriate, tenant shall be required to pay the difference between the actual payments and the amount, which should have been paid. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the tenant to the proper authorities for possible criminal prosecution.

3.0 CRITERIA FOR DENIAL OF ADMISSION

Public housing residency is a privilege and not a right. In order to preserve the housing authority's interests and the integrity of the program, the ___HA may deny admission to an applicant for the following:

- 3.1** Have demonstrated unsatisfactorily by past performance the ability to pay such monthly rent as would be determined according to the Authority's rent policy.
- 3.2** Have demonstrated through unacceptable references the ability to conduct themselves in a manner that will not impair the environment and/or security of other tenants residing in the development.
- 3.3** Have demonstrated by past performance and behavior that family members are unlikely to obey all rules and regulations as embodied in the tenant's lease, as well as the rules and regulations embodied herein.
- 3.4** Have demonstrated by past behavior that family members will not maintain both the apartment they are seeking to lease as well as the common area of the development in which the apartment is located in a safe, healthy and sanitary condition.
- 3.5** The housing authority will not assist a family if they owe rent; other amounts or have judgements to any housing authority or any other federal subsidized housing program.

- 3.6** The housing authority will not assist a family if they have previously vacated a public or assisted housing unit in violation of the terms of their lease.
- 3.7** Have been previously evicted from public housing.
- 3.8** Have committed acts that would constitute fraud in connection with any federal housing program.
- 3.9** Did not provide information required within the specified timeframe as outline in Section 2.5 above.
- 3.10** Has been convicted of a drug-related criminal offense or violent criminal activity. The __HA shall deny admission to a family that contains a member of the household who is subject to the lifetime registration for sex offenders.
- 3.11** If the authority determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other Tenants. The authority **may** waive this requirement if:
- 3.11.1** The person demonstrates to the authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
- 3.11.2** Has successfully completed a supervised drug or alcohol rehabilitation program;
- 3.11.3** Has otherwise been rehabilitated successfully; or
- 3.11.4** Is participating in a supervised drug or alcohol rehabilitation program.
- 3.12** Has a history of criminal activity involving crimes of physical violence to persons or property and other criminal activities that may adversely affect the health, safety and welfare of other Tenant.

3.13 Intentional misrepresentation of verification information as outlined in Section 2.8 above.

3.14 Section 2.4. If this information is used to deny admission the authority will provide a copy of the information used in its determination in accordance with the Criminal Records Management Policy.

This list is not to be construed as totally inclusive, and there may be circumstances not listed which may be used for denial of admission if the authority determines that to admit the household or member thereof would have a detrimental affect on the health, safety or right to peaceful enjoyment of the premises by other Tenants.

3.15 Limited Periods of Denial of Admissions

If an applicant is denied admission, it **may** be determined by the authority to only be a limited denial. These timeframes are only a guideline, and may be extended if the authority deems it is in the best interest of the authority and or the Tenants. The timeframe for these denials is as follows:

3.15.1 One Year Limited Denial:

- Bad credit history
- Bad housekeeping habits
- Bad landlord references
- Bad rent payment history
- Minor violation of lease
- Failure to provide adequate verifiable documentation
- Failure to provide documentation in the specified timeframe

3.15.2 Three Year Limited Denial:

- Eviction from public and or assisted housing because of drug-related criminal activity.
- Past behavior which may be a considered a threat to other Tenants

3.15.3 Five Year Limited Denial:

- Drug use without any evidence of rehabilitation.
- An arrest or conviction that indicates that the applicant may be a threat to other Tenants.

- Fraud or giving false information during the initial or any subsequent certifications to the housing authority.

3.15.4 Ten Year Limited Denial:

- Conviction of drug trafficking.

3.15.5 Lifetime Denial:

- Household with a member who is subject to a lifetime registration under the State's sex offender registration law.
- Applicant who has been convicted of manufacturing or producing illegal controlled substances on or around the premises of a housing authority.

4.0 RENT POLICY

The Total Tenant Payment (Rent) will be the greatest of:

- (a) 30% of family monthly adjusted income
- (b) 10% of family monthly gross income
- (c) Welfare assistance specifically designated for rent
- (d) \$50.00 minimum monthly rent

Applicable utility allowance shall be subtracted from the established gross rent. If the allowances for tenant supplied utilities applicable to the family exceeds computed rent, the family will receive a credit from the Authority of the difference.

4.1 Broad Range of Incomes Objective

To accomplish this objective the Authority shall:

- 4.1.1** Ascertain the distribution of income within the community based upon the most recent census or other reliable data on family incomes;
- 4.1.2** Ascertain the distribution of incomes of families on the Authority's waiting list;
- 4.1.3** Ascertain the average operating costs of the project and the average rent required to meet such costs;

- 4.1.4 Ascertain the average rent which would be achieved based upon the incomes of low-income families in accordance with the distribution of incomes of all low-income families in the community's area of operation;
- 4.1.5 Ascertain the average rent which can be achieved based upon the incomes of the families on the waiting list;
- 4.1.6 Utilizing the above information, develop criteria, by preference or otherwise, that will be reasonably calculated to attain the basic objective. The criteria developed will be sufficiently flexible to assure administrative feasibility.

4.2 Rent Collection

Rents are due and owing in advance by the first of each month, payable at the Housing Authority offices. A late charge of \$20.00 will be imposed upon any tenant who fails to pay rent in full by the 5th day of the month. No partial payments will be accepted.

4.3 Security Deposits

All residents of low-income public housing units will be responsible for maintaining with the Housing Authority a security deposit equal to one month's rent or a \$100 minimum-security deposit. Security deposits will be held in an interest bearing account on behalf of the tenant. In accordance with New Jersey State law, interest generated on behalf of the tenant in their security deposit account shall be rolled over from year to year. The total security deposit, including all interest, shall be distributed to the resident upon vacating their unit. The security deposit and interest shall have deducted from it any costs for damages, utilities or other outstanding balances.

4.4 Minimum Rent Hardship Exemptions - As per Lease Section 4 (f)

Minimum Rent Hardship Exemptions: The __HA shall grant an exemption from the minimum rent provision to any family making a request in accordance with HA policy in writing that is unable to pay that minimum payment because of financial hardship, which shall include:

- 4.4.1 The family has lost eligibility for, or is awaiting an edibility determination for a federal, state or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and naturalization act who would be

entitled to public health benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

- 4.4.2 The family would be evicted as a result of the implementation of the minimum rent.
- 4.4.3 The income of the family has decreased because of changed circumstances, including loss of employment.
- 4.4.4 A death in the family has occurred which affect the family circumstances.
- 4.4.5 Other circumstances which may be decided by the __HA on a case-by-case basis.

All of the above must be proven by the Tenant providing verifiable information in writing to the __HA prior to the rent being delinquent and before the lease is terminated by the __HA. If Tenant requests a hardship exemption under this section, and the __HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety-day period beginning upon the making of the formal request for the exemption. A Tenant may not be evicted during the ninety-day period for nonpayment of rent. In such a case, the Tenant thereafter demonstrates that the alleged hardship is of a long-term nature and not temporary, the __HA shall retroactively exempt the Tenant from the minimum rent requirement for the ninety-day period past. This paragraph does not restrict nor prohibit the __HA from taking legal action to evict the Tenant for other violations of the lease.

5.0 OCCUPANCY STANDARDS

The following standards will determine the number of bedrooms required to accommodate a family of a given size and will be adhered to in every instance where availability of units permits.

<u># 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

In the assignment of dwelling units, only persons of the opposite sex who are husband and wife, or where the Authority determines that a “stable relationship” exists, will be allowed to occupy the same bedroom. An exception to this policy will be any case where

there are infants and children up to five years of age. In extraordinary cases these standards may be waived (e.g. intergenerational families). Reassignment or transfers to other dwelling units shall be made without regard to race, color, creed or national origin as follows:

- 5.1** Tenants shall not be transferred to a dwelling unit of equal size, whether within a complex or between sites, except for alleviating hardships as determined by the Board and the Executive Director.
- 5.2** If, per the occupancy standards, the size of the dwelling unit is no longer appropriate to tenant's needs, that tenant will be required to move to another available unit of appropriate size of tenant's choice within the project site where the tenant presently resides. The tenant will be required to move to an available unit of appropriate size in another site if such units are not required for tenants already residing at this site. If, however, the tenant refuses such appropriate accommodations, their lease may be terminated. In addition, the tenant may be required to vacate the apartment if a Housing Certificate or Voucher is available. The Authority shall employ provisions contained in the lease with respect to moving expenses.

6.0 LEASING OF DWELLING UNITS

A legal head of a family accepted to live in public housing who is over 17 years of age, i.e., 18 or over, will be required to sign a lease agreement prior to actual admission. The Executive Director or Housing Manager will also sign the lease with one copy given to the tenant and one copy kept in the Authority's office. Where a husband and wife are living in a leased apartment together, both are required to sign the lease.

Only those persons listed on the most recent certification form shall be permitted to occupy a dwelling unit unless there is a birth to a family member or an authorized addition by the Authority in writing.

6.1 Visitors

Visitors may be permitted to sleep overnight in a dwelling unit, provided they are reported to the Authority within 48 hours of their arrival or prior thereto. Visits not exceeding 15 days may be authorized. Visitors remaining beyond this period shall be considered trespassers and the tenant shall be guilty of a breach of the lease.

Tenants will not be given permission to allow a former tenant of the Authority who has been evicted to sleep overnight in the unit for any period of time whatsoever.

6.2 Senior Tenants

Each elderly tenant over the age of 62 will be required to have a co-signer whose responsibility will be limited to contact with management in the event of serious illness or death and who will be required to take custody of the tenant's belongings in the event of death and promptly remove them from the apartment so that it may be rented to a new occupant without delay. The Authority will consider evidence of hardship requiring reasonable additional time within which to remove the tenant's belongs following their death. The co-signer shall not be liable for rentals or other charges owed by the elderly tenant to the Authority.

In the event the Authority shall determine a tenant is unfit and unable to govern their affairs and meet their responsibilities under the lease or in the event of the death of a tenant, the personal property must be removed from the unit within 15 days of the date of the Authority's determination of incapacity of the date of death. If the property is not removed, the Authority shall have the right to enter the premises, remove the personal property of said incapacitated or deceased tenant and cause such property to be transported and stored at the sole cost of the estate of said tenant.

6.3 Transfers

Transfers of families from one unit to another shall occur only as follows:

- Increase or decrease in family size that creates overcrowding or underutilizing of the unit.
- Family whose member becomes disabled, or when a disabled member no longer lives in the unit.
- To avoid vacancy loss and other expense due to unnecessary transfers.

If a tenant's family transfers from one dwelling unit to another, a new lease shall be executed.

In the event the Authority requires a tenant to move other than when an additional person moves into the apartment and an appropriate size apartment is available, the Authority will provide a mover at the Authority's expense.

6.3.1 Types of Transfers:

HA initiated: The HA may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management.

For these types of transfers the HA will cover the cost of the transfer pursuant to cost allowed by HUD.

Transfers for Reasons of Health: Tenant may be transferred when the HA determines that there is a medical need for such transfers, such as inability to negotiate stairs or steps. The tenant will be required to provide a statement from a medical doctor which indicates the condition of the tenant and the HA reserves the right to make its own evaluation of the situation and documentation. If the HA determines that there is not a substantial and necessary medical need for such transfer, the request for transfer shall be treated as a convenience transfer. Normally such transfers will be within the tenant's original neighborhood unless the appropriate size and type of unit does not exist on the site. The tenant must pay for all of their moving expenses and a transfer fee.

Convenience Transfers: The Executive Director or his/her designee may at his/her discretion permit a transfer to another housing community or public housing facility for the convenience of the tenant for good cause. However, the cost of the transfer shall be borne by the tenant. A "Transfer Charge" list is posted in the HA offices and is based on our contract price for maintenance and an administrative charge of \$_____ for processing the transfer. The transfer charge list is updated annually by the HA. The HA will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the unit for re-rental and, if applicable, a penalty for not turning in the keys to the old unit within days of the transfer. The tenant is allowed a period of _____days to move and turn in the keys to the old unit without being charged a penalty. If the move takes more than _____days and the keys are not turned in the tenant will be charged a penalty of \$____ per day for each day the keys are not turned in to the HA. Prior to the transfer the Landlord will perform an inspection on the current unit to determine the amount of charges the tenant will be required to pay as a result of tenant caused damages, if any. All transfer charges must be paid at the time the tenant signs his/her lease and receives the keys for the new unit. The Landlord will perform a final inspection, with the tenant, on the unit that the tenant transferred from, after the keys are turned in, and a final determination will be made by the HA staff as to additional charges that may be due the HA. For example, the tenant may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the HA, as a result of this inspection, the tenant must pay for these damages within fourteen (14) days of written notice from the HA. The tenant must sign a transfer agreement after the HA has authorized the transfer and prior to the transfer.

Request for transfers for convenience must be made, in writing, to the HA

at the tenant's residential office stating the reason for the requested transfer. The HA will issue a decision within thirty (30) calendar days of receipt of the request, and if approved, provide the tenant with a list of the charges that will be the tenants responsibility to pay prior to the transfer.

Transfers for Over/Under-housed Families to the Appropriate Unit. The HA may transfer residents to the appropriate sized unit and that tenants are obligated to accept such transfers. Transfers will be made in accordance with the following principles:

- (1) Determination of the correct sized apartment shall be in accordance with the HA's occupancy guidelines, as outlined in Occupancy Guidelines.
- (2) Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.
- (3) The tenant must pay for their moving expenses.

Priorities for transfers - All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the HA due to modernization work and/or other good cause as determined by the HA. Priority transfers are listed below:

- (1) HA initiated transfers,
- (2) Transfers for health reasons,
- (3) Tenants who are under-housed by two or more bedrooms,
- (4) Tenants who are over-housed by two or more bedrooms,
- (5) Tenants who are under-housed by one bedroom,
- (6) Tenants who are over-housed by one bedroom; and,
- (7) Convenience transfers.

Within each priority type, transfers will be ranked by date. In processing transfers requested by tenants for approved health reasons or to move to a larger apartment, the date shall be that on which the changed family circumstances are verified by the Manager. The HA reserves the right to immediately transfer any family who has misrepresented family circumstances or composition and the family charged the posted rate for convenience transfers. Failure to pay for these charges will result in termination of the dwelling lease.

6.3.2 Transfer Procedures: - The HA shall:

Prepare a prioritized transfer list, as needed, at re-examination.

Notify residents by letter of their pending transfer.

Participate in evaluation of request for transfer based on approved medical reasons.

Issue final offer of vacant apartment as soon as vacant apartment is identified.

Issue notice to transfer as soon as vacant apartment is available for occupancy.

Participate in planning and implementation of special transfer systems for modernization and other similar programs.

Inspect both apartments involved in the transfer, charging for any resident damages that is not considered normal wear and tear.

When the tenant is transferred for modernization, the cost of the transfer shall be paid by the HA, pursuant to cost that is allowed by HUD.

Only two offers of a unit will be made to each tenant being transferred within his/her own neighborhood. A resident being transferred outside his own neighborhood will be allowed to refuse two offers. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for eviction. When a tenant declines an offer of a transfer to a single level apartment and the tenant requested the transfer the HA will notify the tenant, at that time, that the HA is not obligated to make any subsequent offers. The HA will notify the tenant that the HA has discharged its obligations to the tenant and he/she will remain in the unit at his/her own risk, and that the HA assumes no liability for the tenants condition.

Right of HA in transfer policy - The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy shall create a property right or any other type of right for a tenant to transfer or refuse transfer.

6.4 Moving/Storage Expenses

The Authority shall not provide a mover at its expense for any tenant moving out of public housing. In addition, the Authority will not reimburse any tenant for any miscellaneous expenses involved with moving from one apartment to another.

When a tenant vacates the apartment, a move-out inspection will be performed. If, during this inspection, it is found that furnishings have been left by the tenant, the costs to remove, store or dispose of these furnishings will be charged to the tenant. The costs will be deducted from any security deposit of that tenant. All charges will be based on an hourly rate for removal and actual rate for storage and/or disposal.

6.5 Interim Re-examinations

During the lease agreement, changes in rent or family composition shall be processed as follows:

- 6.5.1** Changes in rent shall be made by submitting a Recertification Application, verifying new income and/or family members and executing a rider to the lease. This rider must be dated and signed by both the Authority and the Tenant. A copy will be given to the tenant and the original shall be kept in the Authority's office.
- 6.5.2** Changes in the primary lessee shall cause a new lease to be made for the apartment.
- 6.5.3** If, through any cause, the signer of the lease ceases to be a resident member of the family, the lease will be voided and a new lease executed. A remaining member of the family who can qualify as a lessee will sign this new lease. If, nevertheless, no member is qualified to sign a new lease, the existing lease will be voided and the family will be required to vacate.
- 6.5.4** Cancellation of a tenant's lease will be made in accordance with the provisions of the lease attached hereto.

If, during the tenure of a lease agreement, a tenant requests the addition of a family member to the lease, the Authority will follow the same procedure when reviewing this individual's suitability for the public housing as it follows when reviewing the initial applicant. The review of this individual will include all of the items as outlined in Section 2.0 of the Admissions and Occupancy Policy.

If it is determined that this individual will not be a suitable resident of the public housing, the Authority will notify the family that this individual will not be allowed to reside in the public housing nor be added to the lease. At this point the resident may accept the Authority's decision or terminate their tenancy.

7.0 SMOKING POLICY

Smoking in any of the common areas of the __HA's premises will be strictly prohibited. Individuals who are found smoking in any of these areas will be in breach of their lease and subject to the Authority's action. Public areas are as follows:

- entrance vestibule
- entrance lobby
- community room
- arts and crafts room
- laundry room
- hallways
- elevators

8.0 PARKING POLICY

It is the policy of the Authority to regulate all on-site parking. It is the position of the Authority that all on-site parking is a privilege and is, therefore, granted in accordance with the policy as per Exhibit J. Parking is reserved only for tenants who are listed on the lease. Stickers will be given only to those tenants who present a valid driver's license, registration of the car in their name along with a valid insurance card.

9.0 PET POLICY

It is the purpose of this policy to insure that those residents who desire pets are responsible pet owners; that those residents who do not desire pets are not inconvenienced by pets on the premises; to assure that pets on premises are properly cared for; and that Housing Authority properties remain decent, safe and sanitary.

10.0 ANNUAL RECERTIFICATION

At least once each year, or as requested by the Authority, tenant households must furnish such accurate information regarding family composition, employment and household income as may be necessary to make a determination with respect to rent, eligibility and the appropriateness of the unit size. Required verification may include, but is not limited to, earning reports from employers, copies of state and federal income tax returns of all household members, W-2 forms, bank statements, etc.

Approximately three months prior to a lease renewal date, the Authority will send a notice informing the tenant of the requirements necessary to recertify and renew the lease.

An interview must be scheduled and all documentation requested by the Authority must be submitted on or before the first of the month before the lease expires. If, by that date, the tenant has not scheduled an interview nor provided the necessary documents, a notice will be sent to the tenant giving them 10 days to provide the required information in accordance with the lease. The notice will also inform the tenant that failure to provide the required information will result in termination of the lease. If the tenant fails to respond within 10 days, a 30-day Notice to Quit will be sent to the tenant.

The length of time from the date of admission to the date of first recertification may not exceed 12 months according to current federal regulations. Therefore, in order to fit a new tenant into the established schedule, the first regularly scheduled recertification may be conducted in a period of less than 12 months.

The tenant 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 recertification and the corrective action that must be taken.

11.0 INSPECTIONS

11.1 Initial Inspection at Move-In

Prior to initial occupancy, the housing authority and the Tenant shall perform a walk-through of the unit to determine its condition at time of move-in. A written inspection report shall be prepared by the housing authority and signed by the Tenant. This inspection report shall document any and all conditions within the unit prior to occupancy.

11.2 Inspection at Move Out

Prior to move-out, the housing authority and the Tenant shall perform a walk-through of the unit to determine its condition at time of move-out. A written inspection report shall be prepared by the housing authority and signed by the Tenant. This inspection report shall document any and all conditions within the unit prior to move-out. Any security deposit shall be used to offset any damages recorded. It is the Tenant's responsibility to pay for any repairs to the unit due to their actions.

11.3 Annual Inspections

At least once a year the housing authority will perform an inspection of the dwelling unit. This inspection will be in accordance with the Housing Quality Standards (HQS), and a copy of the report will be forwarded to the Tenant. Any deficiencies found at the time of

the inspection will result in the development of a work order for the repair. If Tenant's negligence or abuse instigated the required repair, the Tenant will be responsible for paying for the repair. A list of all maintenance charges will be provided the Tenant at Lease signing. Tenant will be given at least 48 hours noticing of inspection.

If the inspection indicates that the Tenant has poor housekeeping habits that need to be improved upon, the inspector will file a report and a subsequent meeting will be scheduled with the Tenant to counsel the Tenant on their poor housekeeping habits. A follow-up inspection as outlined in Section 11.5 may be scheduled within 30 days to see that the deficiencies are corrected. If the Tenant fails to correct the deficiencies, provisions of the lease may be enforced and the tenant evicted.

11.4 Emergency Inspections

If an employee and or contract agent of the authority has reason to believe that an emergency exists within the unit, the unit can be entered without notice. The person(s) that enters the unit must leave a written notice to the Tenant that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

11.5 Random Inspections

The housing authority retains the right to perform random inspections to determine whether or not the Tenant is keeping the unit in a decent, safe and sanitary condition in accordance with the guidelines established by the authority. A copy of the report will be forwarded to the Tenant. Tenant will be given at least 48 hours noticing of inspection.

12.0 INTERIM RECERTIFICATION

If it is not possible, through no fault of the tenant at the time of regular recertification, to determine annual family income with any reasonable degree of accuracy, a temporary determination of income and rent will be made and an interim recertification scheduled for within 30 days. The tenant will be notified in writing of the date of the special recertification.

If a family has income which is not verified and rent cannot be established due to the tenant's failure to submit the required information, the tenant is subject to eviction.

Where there is no family income at the time of recertification (e.g. due to unemployment), a temporary minimum rent of \$__.00 will be established. Recertification will be scheduled every 30 days until such time the family establishes that some form of income and the continued occupancy is resolved consistent with the lease.

Any change in family income or family composition must be reported to the Authority within 10 days of its occurrence. Failure to do so will be grounds to terminate the lease.

Rent will remain in effect for the period between regular rent recertifications unless during such period:

- Tenant can show a change in their circumstances (such as a decline in income) which would justify a reduction in rent pursuant to the Schedule of Rents or such other circumstances as would create a hardship situation.
- Tenant commences to receive public assistance or assistance is terminated.
- It is found that a tenant has misrepresented the facts upon which rent is based so that the rent owed is less than it should be. The increase in rent will be retroactive.

If the required documents are submitted by the 15th of the month, the rent will be adjusted retroactive to the first of the month. If the required documents are submitted after the first of the month, the rent will be adjusted on the first of the month following the recertification.

13.0 TERMINATION OF THE LEASE

See Lease, Section 12. In the event the Authority is forced to institute legal action for eviction, the tenant will be responsible for any legal costs incurred by the Authority. In the event the Authority is forced to institute legal action for eviction and the tenant is evicted, the tenant shall be responsible for any reasonable legal and court costs incurred by the Authority.

14.0 DEFINITION OF TERMS

Child Custody. An applicant or Tenant who does not have full custody of a minor child(ren) may only claim a child as a dependent as follows:

- a) The applicant or Tenant must have primary custody of the child(ren).
- b) The applicant or Tenant must provide sufficient evidence that if the applicant were admitted the child would reside with the applicant. The same child cannot be claimed by more than one applicant(i.e. counted more than once in order to make two (2) eligible families).

Citizen. An individual born in the United States or naturalized.

Dependent. A member of the household (excluding foster children) other than the head or spouse, who is under 18 years of age, is a disabled or handicapped person, or is a full-time student. An unborn child shall be considered for purposes of income eligibility and unit size.

Disabled Person. An individual who is under a disability as defined in Section 223 of the Social Security Act or in Section 102(b)(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970

Section 223 of the Social Security Act defines disability as:

“Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months”; or

In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in Section 416(I)(1) of this title: “ the inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which they have previously engaged with some regularity and over a substantial period of time.”

Section 102(b)(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 to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.”

No individual shall be considered to be a person with a disability for purposes of eligibility for low income housing solely on the basis of any drug or alcohol dependency.

Elderly Family. A family whose head or spouse or whose sole member is at least 62 years of age, or disabled as defined below, or handicapped as defined below, and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to their care and well being.

Family Status. A single pregnant woman and individuals in the process of obtaining custody of an individual who has not attained the age of 18 years are considered for occupancy as a family. Therefore, these families may be eligible for a larger unit and their income eligibility will be based on the larger household size.

Family. Two or more persons related by blood, marriage, adoption or who give evidence of a “stable relationship” which has existed over a period of years. With respect to single persons, such definition shall include an elderly family as defined above, or a displaced family as defined above, the remaining member of a tenant family, or single person family as defined below. By definition a family must contain a competent adult of at least 18 years of age to enter into a contract and capable of functioning as the head of household.

There must be some concept of family living together beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy.

Foster Child(ren). With the prior consent of the __HA a foster child may reside in the dwelling unit. This determination will be based on the following:

- a) Whether the addition of the child will require a larger unit for the family and subsequently lead to a transfer to another unit.
- b) The ability to make reasonable accommodations for the handicapped person.

Full-time Student. A person who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution.

Grievance Procedure. All Tenants are afforded the rights under the grievance policy of the __HA. The grievance policy and procedures are incorporated into this document by reference and is a guideline to be used for grievances and appeals.

Handicapped Person. A person having a physical or mental impairment which 1) is expected to be of longstanding and indefinite duration, 2) substantially impedes their ability to live independently, and 3) is of such nature that such ability could be improved by more suitable housing conditions.

Hazardous Duty Pay. Pay to a family member in the Armed Services that is away from his primary residence and in a hostile situation. The pay received for this duty is not included in the total family income.

Head of Household. The adult family member who is held responsible and accountable for the family.

Homelessness. An individual or household is considered to be homeless as follows:

- a) They lack a fixed, regular and adequate residence.
- b) They have a primary residence that is
 - (1) A supervised shelter designed to provide temporary living arrangements (including welfare hotel, congregate shelters and transitional housing or housing for the mentally ill.);
 - (2) An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (3) A place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings.
- c) A homeless family does not include:
 - (1) Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or
 - (2) Any individual who is a Single Room Occupant (SRO) that is not considered substandard housing.

Live-In Aide. A person who resides with an elderly, disabled or handicapped person(s) and who:

- a) Is determined by the __HA to be essential to the care and well being of the person(s).
- b) Would not be allowed to live in the unit except to provide support for the person(s). The income of the live-in aide is not included in the family income.
- c) Is not obligated for support of the person(s).

Lower Income Family. A family whose annual income does not exceed 80% of the median income for the area as determined by HUD with adjustments for family size. HUD may establish income limits higher or lower than 80% of median income for the areas 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 incomes.

Minimum Rent. Families assisted under the public housing program shall pay a monthly minimum rent of not more than \$____.00 per month. The __HA has the discretion to establish the minimum rent from \$0 up to \$50.00. The minimum rent established by this housing authority is \$____.00.

Minor. A person, other than the head of household or spouse, under 18 years of age.

Mixed Family. A household whose members comprise of those with United States Citizenship or eligible immigration status and those without citizenship or eligible immigration status. The __HA cannot support or financially assist those individuals without citizenship of eligible immigration status.

NonCitizen. A person who is neither a United States Citizen nor a national of the United State.

Recertification. Recertification is to reexamine documentation that indicates that Tenants meet continued occupancy standards and to determine their income for the purposes of calculating rent.

Reexamination Date. The_date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent.

Remaining Member of Tenant Family. The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must occupy the unit to which he/ she claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete the required forms of the __HA within ten (10) days from the departure of the leaseholder and may remain in the unit for a reasonable amount of time pending verification and processing of their request. This person must upon satisfactory completion of the verification process then execute a new lease and cure any monetary defects and obligations in order to remain in the unit.

Any person who claims to be a remaining member of the family unit shall in the event that the __HA declares them to be ineligible for remaining member status, be entitled to a grievance hearing upon notice that they will not be considered a remaining member of the household. The grievance procedure will meet all of the guidelines as outlined in the lease and lease attachments. During the interim between the time of the determination that there will be a grievance hearing and the determination of the grievance hearing officer, all rent that was due pursuant to the lease shall be deposited into an escrow account with the __HA. The __HA does not recognize the person as a Tenant by giving him or her the opportunity for a grievance hearing. A remaining member shall not be considered to be a Tenant until such time as the Authority executes a new lease and the person granted Tenant status after verification of all income and other related information.

Serviceman. A person currently in the active military service of the United States.

Single Person. A person living alone or intending to live alone and who does not qualify as an elderly family, displaced person, or the remaining member of a tenant family. (No

PHA may admit single persons to any housing assisted under the Act without an authorization by HUD as provided in 24CFR Section 812.3.)

Spouse. The husband or wife of the head of household.

Veteran. A person who has served in the active military or naval service of the United States at any time as the President of the United States shall determine, and who has been discharged or released therefrom under conditions other than dishonorable.

15.0 INCOME DEFINITIONS

For the purpose of calculating and determining rent, the following definitions are provided:

Adjusted Income. Annual income less: a) \$480 for each dependent, b) \$400 for any elderly family, c) medical expenses in excess of 3% of annual income for elderly family and d) child care expenses while a head of household or spouse is employed or attending school.

Ceiling Rent. A maximum rent to be charged on a dwelling unit irrespective of the income of the family residing within the unit. This shall be established in accordance with HUD regulations and approved by the Board of Commissioners. This shall encourage mixed income developments and working families to reside in public housing.

Childcare Expenses. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which the annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed, to further their education, or actively seek employment. The amount deducted shall reflect reasonable charges for childcare, and in the case of childcare necessary to permit employment, the amount deducted may not exceed the amount of income received from such employment. The __HA will not normally allow childcare deductions when the family has an additional unemployed adult member who is physically capable of caring for the child(ren).

If the total annual income less the above noted deductions results in a rent payment that is less than the established minimum rent standard, the Tenant's rent shall be the approved housing authority's minimum rent.

Contract Rent. The rent charged a tenant for the use of the dwelling unit and equipment such as range and refrigerator, but not including furniture, and reasonable amounts for utilities determined in accordance with the Authority's schedule of utility allowances deducted from Gross Rent. If the allowances exceed the Gross Rent the Authority will

give the tenant a credit equal to the amount by which the allowance exceeds the Gross Rent.

Exclusions from Total Family Income. Temporary, nonrecurring or sporadic income defined as follows:

- a) Casual, sporadic and irregular gifts and amounts which are specifically received for, or are a reimbursement of, the cost of illness or medical care.
- b) Lump-sum additions to family assets such as, but not necessarily limited to, inheritances, insurance payments, worker's compensation, capital gains, and settlements for personal or property losses.
- c) Amounts of education scholarships paid directly to the student or the educational institution and amounts paid by the United States Government to a veteran for use in meeting the cost of tuition, fees, books, to the extent that such amounts are so used. Any amounts of such scholarships or payments to veterans not used for the above purpose that are available for subsistence are to be included in income, as well as the hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire.
- d) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- e) The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1977.
- f) Payments received by participants or volunteers in programs pursuant to the Domestic Volunteer Service Act of 1973.
- g) Payments received by participants in other publicly assisted programs as reimbursement for out-of-pocket expenses incurred, e.g. special equipment, clothing, transportation, reimbursement for child care, etc. which are solely to allow participation in a specific program and cannot be used for other purposes.
- h) Income of a live-in aide as defined above.
- i) Income from employment of children (including foster children) under the age of 18 years.
- j) Payments received for the care of foster children.

- k) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act.
- l) Payments received from the Job Training Partnership Act.
- m) Payments from Programs under Title V of the Older Americans Act of 1965.
- n) Payments received under the Alaska Native Claims Settlement Act.
- o) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes.
- p) Income derived from the disposition of funds of the Grand River band of Ottawa Indians.
- q) The first \$2,000 of per capita shares received from judgement funds awarded by the Indians Claims Commission or the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.
- r) Payments or allowances made under the Department of Health and Human Services for Low Income Home Energy Assistance Program.
- s) Reparation payments made by foreign governments in connection with the Holocaust.
- t) Amounts received under training programs funded by HUD.
- u) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- v) Amounts received by participants in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- w) For taxable years after December 31, 1990, the earned income tax credit refund. Effective Date: July 25, 1994.
- x) The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937, or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:

Comparable Federal, State or Local Law means a program providing employment training and supportive services that:

- Are authorized by a federal, state or local law; Are funded by federal, state or local government; Are operated or administered by a public agency; Has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program described in this section, plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job. This provision does not apply to residents participating in the Family Self-Sufficiency Program who are utilizing the escrow account. Also, residents are required to pay the appropriate minimum rent.

- y) A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the HA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time.
- z) Compensation from State or local employment training programs and training of a family member as resident Management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the HA.
- aa) For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- bb) Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).

- cc) Adoption assistance payments in excess of \$480 per adopted child.
- dd) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment received on or after October 28, 1992.
- ee) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- ff) Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Gross Income. Total income as defined in “Total Family Income” above.

Gross Rent. Contract rent plus the amount of any applicable allowance for tenant-supplied utilities.

Monthly Adjusted Income. Adjusted income divided by 12.

Monthly Income. Annual gross income divided by 12.

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 home ownership 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.) In determining net family assets, the Authority 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 years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Public Housing Agency. 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.

Rent Burden. May be used for the purpose of determining a preference. Applicants must be paying more than 50% of their monthly income for rent for at least 90 days.

Substandard Housing. The HUD definition now specifically includes as homeless, participants in transitional housing programs.

Tenant Rent. The amount payable monthly by the household as rent to the Authority. Where the Authority supplies all utilities (except telephone) and other essential housing services, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the Authority and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less Utility Allowances.

Total Family Income. Income anticipated to be received during the 12 months following admission or recertification. Income from all sources from 1) the head of household and/or spouse and 2) each additional household member who is at least 18 years of age, excluding full-time student income, income which is temporary, non-recurring or sporadic as defined below. Total family income should include that portion of the income of the head of household or spouse temporarily absent which, in the determination of the Authority, is available to meet the family's needs. Total family income includes, but is not limited to the following:

- a) The full amount, before any payroll deductions, of wages and salaries, including compensation for personal services such as commissions, fees, tips, bonuses, and cash payments.
- b) Net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business.
- c) Interest, dividends, and net income of any kind of real or personal property. Where the family has net assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net assets or a percentage of the value of such assets based on the current rate as determined by HUD.
- d) The full amount received from annuities, periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death and other similar types of periodic receipts.
- e) Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, worker's compensation and termination wages.
- f) Welfare assistance payments.

- g) Periodic and determinable allowances, such as alimony, child support and regular contributions or gifts, including amounts received from any persons not residing in the dwelling unit.
- h) All regular pay, special payments and allowances, such as longevity, overseas duty, rental allowances, allowances for dependents, etc. received by a member of the Armed Forces, with the exception of hazardous duty pay.
- i) Payments to head of household for the support of a minor, or payments nominally to a minor for their support, but control for their benefit by the head of household or a resident family member other than the head, who is responsible for their support.
- j) Veterans Administration compensation (Service connected disability or death benefits)
- k) Any earned income tax credit to the extent it exceeds income tax liability.

All income is to be annualized if information received is for less than a 12-month basis. It is important to note that changes in family composition and or income must be reported to the Authority within ten (10) days. Failure to do so may result in eviction proceedings. In the case on income adjustments all back rent due and owing will be due within fourteen (14) days from the date the Authority formally notifies the Tenant of the amount due.

Total Tenant Payment (TTP). This amount is the family must pay per month. It may be either the minimum rent of \$ __.00 or:

- a) For the public housing program, the TTP must be the greater of
 - (1) 30 percent of family monthly adjusted income;
 - (2) 10 percent of family monthly income;
 - (3) \$ _____.00 which is the minimum rent set by the __HA, or
- b) The ceiling rent. The resident may elect the ceiling rent in lieu of the rent calculated in paragraph "a" above.

It is possible for the Tenant to qualify for a utility reimbursement despite the requirement of a minimum rent. If the utility allowance were greater than the minimum rent, the Tenant would receive a reimbursement for tenant purchased utilities.

Unreported Income. If a tenant fails to report income the tenancy will be terminated under the terms of the lease and in accordance with the New Jersey State Statutes. If the act is determined by the Authority to be intentional, the Tenant will be obligated to pay

the applicable portion of the rent for any and all unreported income, and may be prosecuted. If the unreported income was unintentional the Authority may approve a repayment agreement which stipulates the schedule of repayments, the amount of the payment, and the consequences if a payment is missed.

Utility Allowance. The cost of utilities (except telephone) and other 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 the Authority or HUD, 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 a safe, sanitary, and healthful living environment.

Utility Reimbursement. The amount, if any, by which the Utility Allowance for a unit, if applicable, exceeds the Total Tenant Payment for the household occupying the unit.

Very Low Income Family. A Lower Income Family who's Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for family size. HUD may establish income limits higher or lower than 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.

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.

16.0 ATTACHMENTS

- Exhibit A: Income Limits for Admission
- Exhibit B: Rental Calculation
- Exhibit C: Broad Range of Income Objectives
- Exhibit D: Utility Allowances
- Exhibit E: Lease
- Exhibit F: Schedule of Move-Out Charges
- Exhibit G: One Strike and You're Out Policy
- Exhibit H: Ceiling Rent Limits
- Exhibit I: Parking Policy
- Exhibit J: Use of Housing Authority Public Spaces
- Exhibit K: Pet Policy

**HOUSING AUTHORITY OF THE
CITY OF BAYONNE**

**ADMISSIONS, OCCUPANCY AND RENTAL
POLICY**

ADOPTED BY THE BOARD OF COMMISSIONERS

JUNE 13, 2000

CEILING RENTS

THE HOUSING AUTHORITY OF THE CITY OF BAYONNE (THE "AUTHORITY")
ONCE USED CEILING RENTS FOR APPROPRIATE SIZED APARTMENT AS
FOLLOWS:

ONE BEDROOM :	\$492.00
TWO BEDROOM	\$596.00
THREE BEDROOM	\$674.00

THE AUTHORITY IS CURRENTLY USING INCOME BASED RENT AND FLAT
RENT.

month, a late fine of twenty-five (\$25.00) dollars will be charged. This provision does not create a "grace period". This late fine will be considered additional rent, due and payable immediately. Rent may be paid by check, money order or cash. A return check charge of thirty (\$30.00) dollars will be assessed to Tenant's account. If two (2) checks are returned for insufficient funds, during your tenancy, the Authority will no longer accept personal checks.

Tenants are required to pay a minimum rent of fifty (\$50.00) dollars unless a hardship exemption is requested and granted by the Authority, in accordance with the United States Department of Housing and Urban Development (HUD) regulations and the Authority's Admissions and Occupancy Policy.

4. **ADDITIONAL RENT:** Charges assessed to Tenants pursuant to Paragraph 6 will be considered additional rent due and payable within the first five (5) working days of the month. Immediately thereafter, the Authority will commence eviction proceedings against Tenant. Additional court costs will be added to Tenant's account. Once eviction proceedings have commenced, no partial payment of rent will be accepted.
5. **UTILITIES:** The Authority will furnish without additional charge the following: Heat, electricity, gas, hot and cold water. Utilities are to be furnished to, at least, the extent required by law. Electricity is that utilized by standard electrical appliances. An excess charge will be imposed on Tenant for the electricity used by any major Tenant-supplied appliance(s). It should be noted that Tenant is not permitted to own, operate or keep a washing machine, dryer or dishwasher in the apartment. These excess utility charges are posted in the office of the Authority. The Authority is not responsible for the failure to furnish such utilities if the cause is beyond the control of the Authority. The Authority will provide a working stove and a working refrigerator. Tenant installed stoves are prohibited. Other major electrical appliances, such as, air conditioners, air coolers and freezers may be installed and operated only with the written approval of the Authority. An excess utility charge will be imposed upon Tenant for the electricity used for the Tenant-supplied appliance such as an air conditioner or freezer. The air conditioner may not be more than 7 ½ amps. Any appliance found to cause excessive breaks in electrical service will result in a charge to Tenant. Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or of the Authority rules restricting or prohibiting the use of space-heaters in multi-dwelling units.
6. **OTHER CHARGES:** In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of other charges are listed in the Tenant Handbook annexed to this lease as Appendix A, incorporated by reference and made a part hereof (the "Handbook"). Other charges may include, but not be limited to maintenance costs. These are defined as: The cost of services for repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority in a conspicuous manner in the Administrative Office or for work not listed on the Schedule of Maintenance Charges, based upon the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates also shall be charged to Tenant.
7. **REDETERMINATION OF RENT AND DWELLING SIZE AND ELIGIBILITY:** The rent amount as fixed in Section 3 of the Lease is due each month until charged as described below:
 - A. The status of each family is to be re-examined, at least, once a year for all Tenants who are paying an income-based rent.
 - B. Tenant is required to supply the Authority, when requested, with accurate information about: household composition, age of household members, income and source of income of all household members, assets, and related information necessary to determine eligibility, annual income, adjusted income and rent.

Tenants are required to report all changes in family income during the term of the lease with the exception of Tenants who elect to pay a flat rent. In the case of a **flat rent**, the Tenant will be required to report information on family income only once every three year period unless the tenant experiences a decrease in income and requests to return to an income based rent. The Tenant is required to sign and complete a Continued Occupancy form each year and report changes in family composition.

Failure to supply such information, when requested, is a serious violation of the terms of the Lease which may result in the Authority terminating the Lease.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review or providing other suitable forms of verification. The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the approved Schedule of Rents and Statements of Income and Occupancy Limits, available in the Administrative Office of the Authority. Tenant acknowledges that apartment size is determined by the number of people in the household. If Tenant's needs require a different size unit, Tenant agrees to move when the Authority makes such a unit available within fourteen

(14) calendar days from the date of notice. Failure to accept an alternative apartment shall be grounds for termination of tenancy and eviction. Under the income-based rent option, the status of the family will be re-examined, at least, once a year.

A. **RENT DETERMINATION:** A rent, as fixed in Section 3 of the Lease or as adjusted pursuant to Section 7 of the Lease, will remain in effect for the period between regular rent recertification unless, during such period:

- (1) Tenant can show loss of or addition of a principal wage earner through marriage, divorce, death or extenuating circumstances. **A person may only be added to the lease upon approval as stated in Section 9, Paragraph X of this Lease.**
- (2) Tenant or a member of Tenant's household enters the military service.
- (3) Tenant or member of Tenant's household becomes unemployed in excess of thirty (30) days, re-employed or retired.
- (4) Tenant begins to receive public assistance or his/her public assistance is adjusted or his/her public assistance is terminated. Such a change must be reported to the Authority within ten (10) calendar days of its occurrence. However, if such an adjustment or termination results from Tenant's non-compliance with or violation of applicable rules and regulations, for example the Tenant's failure to participate in a economic self-sufficiency program or comply with work activities requirements or fraud by the family, the Authority will not grant any adjustment of rent..
- (5) A request for an interim adjustment due to a change in household income must be submitted to the Authority no later than the (15th) of any month in order for a change to take effect for the following month.
- (6) If it is found that Tenant misrepresented to the Authority the facts upon which his rent is based, so that the rent he is paying is less than he should have been charged, the Authority will back charge Tenant for any sums that should have been paid. In the case of a rent increase due to misrepresentation, failure to report a change in household composition, or failure to report an increase in income (after a deduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

Rent Formulas or procedures may be changed by Federal law or regulation. This Lease shall be subject to all new changes automatically, without the need to notify each Tenant of the changes in the law.

- (7) Tenant may report any decrease in income or any change in other factors considered in calculating Tenant's rent. If the decrease in income or change in other factors will last more than sixty (60) calendar days, the Authority will verify the information and make the appropriate reduction.
- (8) **Minimum Rent Exemptions:** The Authority shall grant an exemption from the minimum rent fifty dollars (\$50.00) dollars to any family making a request in writing, in accordance with the Authority's policy who is unable to pay the minimum rent payment because of financial hardship, which shall include:
 - (a) The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Naturalization Act who would be entitled to public health benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
 - (b) The family would be evicted as a result of the implementation of the minimum rent;
 - (c) The income of the family has decreased because of changed circumstances, including loss of employment;
 - (d) A death in the family has occurred which affect the family circumstances; or
 - (e) Other circumstances which may be decided by the Authority on a case by case basis.

All of the above must be proven by the Tenant by providing verifiable information in writing to the Authority prior to the rent being delinquent and before the lease is terminated by the Authority. If a Tenant requests a hardship exemption under this section, and the Authority reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety-day (90) period beginning upon the making of the formal request for the exemption. A Tenant may not be evicted during the ninety-day period (90) for nonpayment of rent. In such a case, if the Tenant thereafter demonstrates that the alleged hardship is of a long-term nature and not temporary, the Authority shall exempt retroactively the Tenant from the minimum rent requirement for the ninety-day (90) period past. This paragraph does not restrict nor prohibit the Authority from taking legal action to evict the Tenant for other violations of the lease.

- (9) **RENT AND RENT CHOICE:** The amount payable monthly by the family as rent to the Authority is the rent selected annually by the family from the options offered under the Authority's rent policies:

- (a) **FLAT RENT:** A flat rent is the amount of tenant rent based upon the market value of the unit, as determined by the Authority. If the Authority determines that the family is unable to pay the flat rent because of financial hardship, the Authority will immediately switch the family's rental payment from flat to income based rent. A financial hardship must include:
- (1) The income of the family decreased due to loss or reduction of employment;
 - (2) A death in the family or loss of assistance;
 - (3) An increase in the family's medical, child care, transportation, or education costs; or
 - (4) Other circumstances as determined by the Authority.

- (b) **INCOME-BASED RENT:** An income base rent is the amount of tenant rent based upon thirty percent (30%) of the family's adjusted income.

- B. **REGULARLY SCHEDULED RECERTIFICATION:** Every year, the Authority will request Tenant's paying the income based rent, to report the income and composition of Tenant's household and supply any other information required by the United States Department of Housing and Urban Development (HUD) for the purposes of determining Tenant's rent. In the case of a flat rent, the tenant will be required to report information on family income only once per each three year (3) period unless the Tenant experiences a decrease in income and requests to return to an income-based rent. Tenant is required to sign and complete a Continued Occupancy form once each year and report changes in family composition as indicated in Section C, paragraphs (1) and (2) of the lease. Tenant agrees to provide accurate statements by the date specified in the Authority's request. The Authority will use the information to re-compute the rent of those Tenants who choose the income-based rent option. Failure to supply such information when requested is a serious violation of the terms of the Lease (Section 13, Paragraph B3), and the Authority may terminate the Lease. All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

- B-1. **UNIT SIZE DETERMINATION:** If the Authority determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs in accordance with 24 CFR 966.10 (b) 1 (v) (A) (1), the Authority may amend this Lease by notice to Tenant in accordance with Section 7 hereof that Tenant will be required to move to another unit, giving Tenant a reasonable time in which to move.

- C. **REPORTING CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATIONS:** If any of the following changes occur, Tenant agrees to advise the Authority in writing within five (5) working days of its occurrence.

- (1) Deletions (for any reason) from the household members named on the lease shall be reported by Tenant to the Authority in writing within five (5) working days of its occurrence and/or
- (2) An adult and/or member of the household who was reported as unemployed on the most recent certification or re-certification obtains employment in a household paying the income-based rent.
- (3) Once a tenant requests that an adult household member be removed from the lease and the Authority does so, the tenant may not, in the future, request that the previously removed adult member be added back onto the lease for any reason, as the Authority shall deny said request.

- D. **OCCUPANCY OF THE DWELLING UNIT:** Tenant shall have the right to exclusive use and occupancy of the apartment for Tenant and other household members listed on the Lease which may include the following: (1) Reasonable accommodation of Tenant's guests or visitors for a period not to exceed fourteen (14) calendar days per year; (2) Care of foster children; (3) Live-in aid, as that term is defined in Section 9, Paragraph V of this lease, for a member of a Tenant's family for a period not to exceed fourteen (14) calendar days per year. This period can be extended, upon Tenant submitting in writing, a request for an extension. However, under no circumstances shall a live-in aid be considered a Tenant of the Authority. Household members and/or guests may not engage in profit-making activities in the apartment.

8. **OBLIGATIONS OF THE AUTHORITY:** The Authority shall be obligated, other than for circumstances beyond its control, as follows:
- A. To maintain the premises and the project in decent, safe and sanitary condition.
 - B. To comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
 - C. To make necessary repairs to property which is damaged by normal wear and tear.
 - D. To keep project buildings, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.
 - E. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority.
 - F. To provide and maintain appropriate receptacles and facilities for deposit of garbage, rubbish and other waste removed from the premises by Tenant.

- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat in accordance with municipal ordinances.
 - H. To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit or imposition of charges for maintenance or for additional repair.) When the Authority is required to afford Tenant the opportunity for a hearing, under the Authority's grievance procedure, concerning a proposed adverse action:
 - (1) The notice of the proposed adverse action shall inform Tenant of the right to request such a hearing. In the case of lease termination, a notice of lease termination that complies with 24 CFR 966.4 (1) (3) shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.
 - I. Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided that, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to the Tenant.
9. **OBLIGATIONS OF TENANT:** Tenant shall be obligated under the terms of this Lease as set forth in the Handbook and also as set forth below:
- A. Not to assign the lease or sublease the premises.
 - B. Not to provide accommodations for boarders or lodgers in excess of fourteen (14) calendar days per year, without the advance written consent of the Authority.
 - C. To abide by necessary and reasonable rules and regulations promulgated by the Authority and/or HUD for the benefit and well-being of the housing development Tenants which are or shall be posted in the Authority's administrative office and which will be incorporated into the Handbook. Tenant should be aware that the Authority has the sole right to change rules and regulations as the same may become necessary, upon written notice to Tenants. Thereafter, said new rules and regulations will, specifically, become a part of the Lease and shall be binding upon all Tenants.
 - D. To comply with all obligations imposed upon Tenants by applicable provisions of state and local building and housing codes materially affecting health and safety.
 - E. To keep the premises and such areas as may be assigned to Tenant for Tenant's exclusive use in a clean and safe condition. This includes, but is not limited to, keeping front and rear entrances and walkways for the exclusive use of Tenant free from hazards and trash. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the dwelling unit.
 - F. To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner as designated in the Handbook. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas. To abide by local ordinances regarding recycling.
 - G. To use only in a reasonable manner all electrical, plumbing, elevators, sanitary, heating, ventilating, air conditioning and other facilities. To refrain from placing signs of any type in or about the dwelling unit except those allowed under applicable zoning ordinances and only after having received the Authority's written permission.
 - H. To refrain from, and to cause his household and guests to refrain from, destroying, damaging, defacing or removing any parts of the premises or project.
 - I. To pay reasonable charges (other than for wear and tear) for the repair of damages to the premises, project building facilities or common areas caused by Tenant, his household or guests in accordance with a schedule of charges posted in the Authority's Administrative office. These charges shall not become due and collectible prior to the first (1st) day of the second (2nd) month following the month in which the charge is incurred. To make no alterations or repairs or re-decorations to the interior of the dwelling unit or to the equipment, not to install additional equipment or major appliances without the written consent of the Authority's Executive Director. To make no changes to locks or install new locks on any exterior doors. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises.
 - J. To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition. To act in a cooperative manner with neighbors and the Authority's staff. To refrain from and cause members of Tenant's household or guests to refrain from acting and speaking in an abusive or threatening manner toward the Tenant's neighbors and the Authority's staff.

- K. To refrain from illegal or other activity which impairs the physical or social environment of the project.
- L. To assure that any Tenant, any member of Tenant's household, any guest (as defined to be a person on the premises with the consent of a household member) or another person under Tenant's control, shall not engage in:
 - (1) Any criminal activity, on or off the Authority's premises, that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or Authority employees.
 - (2) Any drug-related criminal activity, is grounds for eviction, whether on or near the Authority's public housing premises, or any activity by a Tenant or guest in which the Authority determines that a Tenant or guest is illegally using a controlled substance.
 - (3) Abuse of alcohol (when the Authority reasonably believes that such illegal use or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority.
 - (4) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of New Jersey anywhere on the property of the Authority.

The Tenant, or any member of the Tenant's household, any guest or any person under the Tenant's control shall not engage in other criminal activity affecting the well being of other Authority public housing residents or employee while the Tenant is a resident in public housing. Any such criminal activity may also be a cause for termination of the tenancy and for eviction from the unit.

Violations of this section shall be considered to be a serious breach of the material terms of the Lease. A criminal conviction or arrest is not necessary for this Lease to be terminated and for eviction proceedings to be instituted. Criminal activity is cause for eviction without arrest or conviction.

Any criminal activity in violation of this Section 9, Paragraph L of the Lease shall be cause for termination of tenancy, and for eviction from the unit. The term drug-related criminal activity shall mean the use, possession, manufacture, dispensing or distribution of a controlled dangerous substance, controlled dangerous substance analog or drug paraphernalia within the meaning of the Comprehensive Drug Reform Act of 1987 within or upon any of the Authority's premises or the building or complex of buildings and land appurtenant thereto or within five hundred (500') feet of any Authority property.

- M. To clean the hall area, the landing and the stairs on an assigned day, once each week between the hours of 5:00 AM to 8:00 PM.
- N. Not to own, operate or keep a washing machine, dryer, or dishwasher in this Apartment.
- O. To report to the Authority all maintenance problems and damages to the Apartment within twenty-four (24) hours of discovery thereof for ordinary repair. To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. For emergency repairs, Tenant shall notify the Authority upon discovery of the same. If the damage was caused by Tenant, Tenant's household members or guests, the reasonable cost of the repairs shall be charged to Tenant.
- P. All tenants are responsible to repair or replace any damaged window panes during their tenancy. Please note, that in the event that the Authority repairs or replaces a window pane(s), because of safety issues, the cost will be assessed to the Tenant's maintenance account. An agreement will be signed by the Tenant acknowledging that the Tenant is responsible for the repair cost incurred. The amount owed must be paid with the following month's rent.
- Q. To pay rent promptly in accordance with Section 3 of this Lease. Habitual (more than 3 times in one year) violation of this provision may result in termination of this Lease in accordance with Section 13, Paragraph B1 hereof.
- R. Tenant is responsible for damage or losses to Tenant's personal property regardless of cause and to obtain insurance for their own personal property contained within the Apartment ("Renter's Insurance") in the event of any such loss. Tenant understands that it is Tenant's sole choice whether to obtain Renter's Insurance in order to protect Tenant's property. However, should Tenant determine not to obtain said insurance, Tenant understands that the Authority shall not be responsible to repair and/or replace any of the Tenant's property in the event of a loss.
- S. Only one (1) refrigerator is allowed in the Apartment. Under no circumstances will Tenant be allowed to have more than one (1) refrigerator. For freezers, no larger than 1.8 cubic feet, there is an additional monthly charge to Tenant. Tenant must notify the Authority immediately regarding the freezer.
- T. Tenant must notify the Authority in writing within five (5) business days whenever any member of the household authorized to reside in the unit is no longer residing in the unit. Failure to notify the Authority in writing within five (5) business days will result in Tenant being held liable for all actions of such person and any violation of the Lease by such person will be grounds for termination of tenancy and eviction from the Apartment.
- U. Tenant shall not leave the apartment unattended, unoccupied or otherwise vacant or any period not to exceed thirty (30) consecutive days.

- (1) The Authority shall consider the household to have abandoned the Unit if:
 - A. The Authority reasonably believes that the Apartment has been unattended, unoccupied or otherwise vacant for more than thirty (30) consecutive days; and/or
 - B. The household's rent is past due for more than sixty (60) consecutive days.
 - (2) If the Authority considers a unit to be abandoned, the Authority will:
 - A. Enter the unit to conduct an emergency inspection; and
 - B. Subsequently attempt to notify household members in writing at the household's site address that it considers to have been abandoned.
 - (3) If household members do not respond to the Authority's written notice within fifteen (15) calendar days of the date of the notice, the Authority will refer the matter to its attorney for appropriate legal action, including but not limited to, instituting eviction proceedings.
 - (4) If Tenant intends to leave the apartment so unattended, unoccupied or otherwise vacant for a period to exceed thirty (30) consecutive days, the Tenant shall notify the Authority in writing of this intent prior to leaving the apartment. Property left for more than thirty calendar (30) days shall be considered abandoned and will be disposed of by the Authority in any manner the Authority deems appropriate. Costs for disposal shall be assessed against the former Tenant.
- V. Tenant must notify the Authority regarding a live-in aide and/or caretaker. Tenant must notify the Authority in writing, prior to the moving in of the said live-in aide and/or caretaker. A live-in aide and/or caretaker means a person who resides with an elderly, disabled or handicapped person, but who, under no circumstances, shall be considered a Tenant of the Authority.
- W. Transfers: Tenant agrees to leave the dwelling unit in a clean and sanitary condition, reasonable wear and tear excepted. All keys must be returned to the Authority and Tenant must obtain a receipt for the same.
- X. Premises must be used only as a private residence, solely for Tenant and the household members named in Section 1 of the Lease. Any additions to the household members named on the Lease require the advance written approval of the Authority. Such approval will be granted only if the new household members pass the Authority's screening criteria and a unit of appropriate size is available. Tenant agrees to wait for the Authority's written decision before allowing additional persons to move into the Apartment. Tenant's failure to comply with this provision is a violation of the Lease for which the Authority may terminate the Lease in accordance with Section 13, Paragraph A of this Lease.
- Y. Tenant agrees to report any incident resulting in injury to the Tenant, a member of the Tenant's household, or a guest of the Tenant, to the Authority within seventy-two (72) hours of occurrence.
- Z. If Tenant commits or performs any act which violates any ordinance of the City of Bayonne, the same shall be an absolute violation of this Lease.
- AA. Tenant agrees to obtain an Authority permit for his/her vehicle. The vehicle must be registered and insured in the Tenant's name only to obtain such a permit. Any vehicles without current registration plates will be considered abandoned and will be towed away within twenty-four (24) hours at owners expense. Only one permit per household will be issued.
- BB. Common household pets are permitted in accordance with the Authority's pet policy. Tenant non-compliance can be grounds for termination. The Tenant agrees to abide by the provisions of the Authority's pet policy and not to keep any animals in or on the premises except as permitted by the pet policy and other applicable laws and regulations. Any violation of the rules of the Authority's pet policy may be grounds for removal of the pet or termination of the pet owners tenancy (or both), in accordance with the provisions of 24 CFR part 942 (governing pet ownership in public housing for the elderly or handicapped) 24 CFR part 966 (governing lease and grievance procedures), New Jersey State Law, and local law.
- CC. To comply with the provisions of any rider or amendment attached here and incorporated into this Lease.
- DD. No persons, other than those listed on this lease, are permitted to utilize the address of the leased premises for any purpose.
- EE. The rental application submitted by Tenant is hereby made a part of this Lease. Tenant acknowledges that the Authority has relied upon the information submitted by Tenant as an inducement to rent the premises to Tenant. If any representation on the application is determined to be misleading, incorrect, or untrue, the Authority may, at its option, terminate the Tenant's right to occupy the premises. The Authority shall have the right to recover from Tenant any loss or damages which the Authority may suffer because of such representation.
- FF. No Tenant or his/her guest is permitted to smoke in any of the common areas of the premises. Individuals who are found smoking in any of these areas will be in breach of their Lease and will be subject to the Authority's action. Public areas are as the entrance vestibule, entrance lobby, community room, laundry room, hallways and elevators.
10. **DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:** The special obligations of Tenant and the Authority, where a dangerous condition exists which is hazardous to life, health or safety, are as follows:

A. Authority's responsibilities:

1. The Authority shall be responsible for correcting the problem within a reasonable time. However, if the damage was caused by Tenant, a member of his household, or his guest, the reasonable cost of resolving the problem shall be charged to the Tenant.
2. The Authority shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
3. If the problem is not corrected in accordance with Section 8, Paragraph C of this Lease, the rent shall be reduced or abated in proportion to the seriousness of the damage and loss in value as a dwelling, except that no reduction in rent due shall be made where Tenant rejects reasonable accommodations or where the problem was caused by Tenant, a member of his/her household or his/her guest.
4. If the Authority determines the dwelling unit is uninhabitable because of imminent danger to the life, health and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated.

B. Tenants responsibilities:

1. Tenant shall immediately notify the Authority management of any such defect, condition or damage.
2. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises. In the event of a fire, Tenant must immediately notify the Authority.
3. **Tenant shall accept any replacement unit offered by the Authority.**

11. ENTRY OF PREMISES DURING TENANCY:

- A. The Authority shall, upon reasonable advance notification to Tenant, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections, maintenance, extermination and for making improvements or repairs. A written statement specifying the purpose of the Authority's entry delivered to the premises at least two (2) calendar days before such entry shall be considered reasonable advance notification.
- B. The Authority may enter the premises at any time without advance notification where there is reasonable cause to believe that an emergency exists or if the Authority has sufficient information that Tenant is using the apartment in violation of the Lease.
- C. In the event Tenant and all adult members of Tenant's household are absent from the premises when entered in accordance with Section Eleven 11, Paragraph B of the Lease, the Authority shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.
- D. If and when the Authority cannot gain access to Tenant's unit as a result of action or inaction of Tenant, Tenant agrees and understands that such action or inaction of Tenant can be used by the Authority as evidence of the Tenant's fault, which if proven in court, can result in a finding of the Tenant's liability and the Authority's non-liability for any conditions resulting from the lack of inspection or correction as a consequence of Tenant's failure to provide access to the unit.

12. NOTICE REQUIREMENTS:

- A. PRIOR NOTICE OF ENTRY: See Section 11 of the Lease.
- B. HAZARDOUS DEFECTS: See Section 10 of the Lease.
- C. NOTICE OF TERMINATION: See Section 13 of the Lease.
- D. NOTICE OF GRIEVANCE: See Section 14 of the Lease.
- E. CHANGE IN CHARGES: See Section 6 of the Lease for which the Notices must be posted in a conspicuous place in the project office and which shall be furnished to applicants and Tenants on request.
- F. OTHER: If not provided elsewhere, all notices to Tenant shall be in writing and delivered personally to Tenant or to an adult member of Tenant's household residing in the dwelling or sent by pre-paid first-class mail, properly addressed to Tenant. Notices to the Authority shall be in writing, delivered to the administrative office or Authority's central office or sent by pre-paid first-class mail, properly addressed. If Tenant is visually impaired, notice will be sent in accessible format. Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

13. TERMINATION OF LEASE:

- A. The Authority shall not refuse to renew this Lease other than for violations of the Lease such as failure to

make payments due under the Lease or to fulfill Tenant obligations set forth in Section 9 or for other good cause as that term is defined in applicable law.

- B. The Authority may evict a Tenant for, but not limited to, the following reasons and in accordance with New Jersey State and Federal law.
1. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges by the fifth (5th) working day of the month. Three such late payments within a twelve (12) month period shall constitute a repeated/consecutive late payment.
 2. Misrepresentation of household income, assets or composition.
 3. Failure to supply, in a timely fashion, any recertification, release of information forms, or documentation on household income or composition needed to process annual reexaminations or interim redeterminations.
 4. Damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds or parking areas of any project site.
 5. Any activity by Tenant, household member, guest or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees.
 6. Weapons or illegal drugs and/or drug paraphernalia on Authority premises, or on lands appurtenant there or within five hundred (500') feet of Authority premises.
 7. Any fire on Authority premises caused by Tenant, household members or guests' actions or neglect.
 8. Any violation of this Lease.
 9. Failure to comply with the Community Service Requirement will result in termination and eviction of the entire family, unless the non-compliant household member is no longer part of the household.
 10. Nonpayment of rent or other charges due under the Lease (including maintenance and repair)
 11. Serious or repeated interference with the rights of other Tenants.
 12. Misrepresentation (intentional or unintentional) of any material fact in the application for housing, or in any statements submitted to the Authority.
 13. Violation of any rule or provision of the Authority's pet policy. The pet policy is incorporated into this Lease by reference.
 14. Serious or repeated violation of any of the rules or regulations applicable to the Tenant's unit or the public housing premises.
 15. If the Tenant is unable to care for oneself with or without the aid of a full or part time caretaker, the Tenant understands and agrees that the Lease may be terminated. This termination will be pursuant to the appropriate procedures. In the event, that the Tenant becomes so physically or mentally incapable of maintaining the premises in a habitable condition or of caring for their physical or mental needs such that reasonable accommodations will not be sufficient to meet such needs and where the Tenant cannot arrange for someone to assist in performing these functions. Nothing herein shall be construed to compel the Authority to provide accommodations or continued residency to a Tenant or to household members who, because of physical, mental or emotional illness, have become a threat to the health, safety, or right to peaceful enjoyment of the Authority premises or any other Tenant or Authority employee.
- C. The Authority shall give written notice of termination of the Lease of:
1. Fourteen (14) calendar days in the case of failure to pay rent; or
 2. A reasonable amount of time to coincide with the urgency of the situation in the case of creation or maintenance of a threat to the Health or Safety of other Tenants or Authority employees;
 3. Thirty (30) calendar days in all other cases; or
 4. The Notice requirements of the New Jersey Statutes, whichever provides the greater Notice to the Tenant.

The notice of termination to Tenant shall state the reason for the termination, shall inform Tenant of Tenant's right to make such a reply as Tenant may wish, of Tenant's right to a grievance hearing if applicable, and of Tenant's right to examine Authority's documents directly relevant to the termination or eviction.

If the Authority gives written notice to Tenant to vacate the dwelling unit at a certain time for proper cause in accordance with the provisions of this Lease, and Tenant fails to remove himself and all his personal possessions therefrom at such time, and if the Authority institutes court action for such removal, Tenant shall

reimburse the Authority upon demand for its reasonable costs incurred thereby, including but not necessarily limited to court filing fees, and moving and storage charges for Tenant's personal possessions.

This Lease may be terminated by Tenant at any time by giving written notice of thirty (30) calendar days to the Authority in the manner specified in Section 17 hereof. Tenant agrees to leave the dwelling unit in a clean and good condition and good condition, reasonable wear and tear excepted, and to return the keys to the Authority when he/she vacates.

- D. In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense. In appropriate cases, the Authority may permit continued occupancy by remaining household members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a household member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. When the Authority evicts a Tenant from a dwelling unit for criminal activity, the Authority shall notify the local post office serving that dwelling unit that such an individual or family is no longer residing in the unit so that the post office will stop mail delivery for such persons.
- E. This lease may be terminated when a person, including a juvenile adjudicated delinquent or Tenant knowingly harbors such person, has been convicted or pleaded guilty to an offense involving assault or terroristic threats against the landlord, a member of the landlord's family, or an employee of the landlord.
- F. This lease may be terminated when a person has been found by a preponderance of the evidence liable in a civil action involving assault or terroristic threats against the landlord, a member of the landlord's family or any employee of the landlord, or a Tenant or lessees knowingly harbors a person who committed such an offense and allows the person to occupy the rental premises for residential purposes continuously or intermittently, except if a person harbors a juvenile who has been adjudicated delinquent of an offense of use or possession.
- G. This Lease may also be terminated if the Tenant abandons the unit and fails to deliver the key to the Authority; and any personal property left therein by the Tenant may be disposed of by the Authority without any liability to the Authority for damages whatsoever.
- H. This Lease may be terminated when a Tenant violates any of the grounds set forth in the New Jersey Anti-Eviction Act, including but not limited to drug activity.
14. **GRIEVANCE PROCEDURE:** When the Authority is required to offer Tenant a grievance hearing regarding the terms of the Lease, as that term is defined in the applicable HUD regulations, the notice shall inform Tenant of the right to request such a hearing in accordance with the Authority's grievance procedures. If such a hearing is requested, the Authority shall process and resolve the same in accordance with the Authority's grievance procedure, which shall be posted at the Authority's main offices.
15. **MODIFICATION:** Other than in cases of rent determination pursuant to Section 7 of this Lease, and in the case of a change in rules and regulations pursuant to Section 9, Paragraph C, this Lease may only be modified by a written rider executed by both the Authority and Tenant.
16. **WAIVER:** The failure of the Authority or Tenant to exercise any right or remedy provided herein shall not affect the right to do so at a later date for similar or other causes.
17. **NOTICE TO VACATE:** Tenant must give a full thirty (30) calendar days notice in writing to the Authority when vacating the Apartment. The Notice to Vacate must be received by the first (1st) business day of the month **prior** to Tenant's intended date to vacate. It is Tenant's responsibility to ensure the Authority is in receipt of the Notice to Vacate. If the Authority does not receive this form from the Tenant, Tenant will be charged for the following month's rent. The date the Authority receives Tenant's Notice to Vacate is the date the Notice to Vacate will be listed on the Authority's records. The keys must be returned to the inspector on the last day of the month in which Tenant is vacating the unit. If the last day of the month falls on the week-end, or a holiday, Tenant must return the keys on the next business day. An inspection of Tenant's unit will be conducted prior to the return of the keys. When Tenant vacates, the Authority will not be under any obligation to hold possessions left in the unit beyond the vacate date and the Authority will dispose of such possessions at the Authority's sole discretion. In no event, however, will the Authority be required to hold possessions left in the unit for more than ten (10) calendar days after Tenant has vacated. Thereafter, the Authority shall dispose of such possessions at the Authority's sole discretion.
18. **TRANSFERS:** Tenants shall not be transferred to a dwelling unit of equal size either within a project or between projects, except for alleviating hardships as determined solely by the Authority. The Authority shall offer only 1 unit to a family unless there is a hardship situation as determined solely by the Authority. If Tenant refuses the unit offered, the Lease may be terminated by the Authority by providing Tenant with a sixty (60) calendar day notice. Tenant must leave the dwelling unit in a clean and good condition; reasonable wear and tear excepted, and return the keys to the Authority, on the vacate date. An inspection will be conducted by a representative of the Authority. All keys will be returned to the inspector at that time.
- A. The Authority may move a Tenant into another unit, permanently, if it is determined necessary to rehabilitate or demolish Tenant's unit.

- B. In the case of an involuntary transfer, Tenant shall be required to move into the dwelling unit made available by the Authority. Failure to move within the allotted time period may result in rent being due on both apartments. Tenant shall be given fourteen (14) calendar days to move following the delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.
- C. A Tenant without disabilities, who is housed in a unit with special features, must transfer to a unit without such features should a Tenant with disabilities need the unit. In this case, the Authority shall bear the cost of moving.
- D. Involuntary transfers are subject to the Grievance Procedure and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
- E. The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
- F. Tenant shall accept any replacement unit offered by the Authority.

All transferring tenants apartments will be inspected twice prior to their vacating. A detailed outline will be provided prior to each inspection indicating the specific tasks that must be performed by the Tenant.

A failed or non-conforming rating will result in the Authority assessing charges for repair (beyond normal wear and tear) against the Tenant's maintenance account. The Tenant may also forfeit his/her right to the unit in which he/she is currently living or forfeit his/her residency to the new apartment. However, Tenant shall still remain on the existing transfer list in this case.

Once the Tenant is notified by the Authority of a transfer, no request for lease additions will be entertained, until such time that a transfer is completed.

19. **MISCELLANEOUS PROVISIONS:** If the Authority is not in possession of the leased premises on the commencement date of this Lease, such commencement date shall be postponed to the day after which the Authority obtains possession and the rent shall be abated the number of days in the month during which the Authority is not in possession.

INSPECTIONS:

- A. **Move-in Inspection:** An Authority representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will note any equipment provided with the unit. The statement shall be signed by the Authority and a copy of the statement will be maintained in the Tenant file. A copy of the report shall be provided to Tenant, upon request and at a charge of .25 cents per page. Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to Tenant, and Tenant will be required to acknowledge receipt. The statement shall also be placed in Tenant's folder.
 - B. **Annual Inspection:** The Authority will inspect the unit annually to check needed maintenance, Tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs, or removal of non-approved alterations to the unit.
 - C. **Move-out Inspection:** The Authority will inspect the unit with the Tenant at the time of vacate, when possible, and give Tenant a written statement of the charges, if any, for which Tenant is responsible.
20. **COMMUNITY SERVICE REQUIREMENT:** All adult household members are required to contribute eight (8) hours per month of community service within the community in which the adult resides or to participate in an economic self-sufficiency program for eight (8) hours per month. The following residents are exempt from this requirement:
- (a) Age 62 years of age or older;
 - (b) Household member is a blind or disabled individual as defined under section 216 (i) (1): 1382 (c) of the Social Security Act, and such disability prevents him/her from performing community service, or is a primary caretaker of such individual;
 - (c) Household member is engaged in a work activity as defined in section 407 (d) of the Social Security Act (42 U.S. C. 607 (d));
 - (d) Household member meets the requirements for being exempted from having to engage in a work activity under the New Jersey program funded under part A of Title IV of the Social Security Act or under any other welfare program of New Jersey State including New Jersey administered welfare to work programs; and/or;
 - (e) Household member is in a family receiving assistance under a New Jersey program funded under Part A of Title IV of the Social Security Act (42 U.S. C. 601. et.seq.) or under any other Welfare program of New Jersey including welfare to work program and is not in noncompliance with such program.

The Authority will administer this requirement and Tenants will be notified upon promulgation of HUD's regulations.

The above are the most important terms of the relationship between the Authority and Tenant. The Authority's Tenant Handbook contains a more detailed description of the rules and regulations of the Authority and HUD, and of Tenant's rights and duties. A copy of the Handbook is annexed hereto as Appendix A. Additional copies are available from the Authority Office. The contents of the Handbook are specifically made a part and incorporated to this Lease.

In signing this Lease, Tenant states that he/she has not knowingly misrepresented any facts which were used in determining his/her eligibility for housing.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ day of _____, _____, at Bayonne, New Jersey 07002.

All adult (anyone eighteen (18) years of age or older) household members must sign below.

(TENANT) HEAD OF HOUSEHOLD (PRINT)

(TENANT) HEAD OF HOUSEHOLD

(TENANT) CO-HEAD/CO-TENANT (PRINT)

(TENANT) CO-HEAD/CO-TENANT

(TENANT) CO-TENANT (PRINT)

(TENANT) CO-TENANT

(TENANT) CO-TENANT (PRINT)

(TENANT) CO-TENANT

HOUSING AUTHORITY OF THE CITY OF BAYONNE

BY: _____
EXECUTIVE DIRECTOR/SECRETARY

Amended January 2000

Tenant’s Certification

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was disclosed fully to the Authority before the execution of the Lease or before the Authority’s approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant’s Signature (Head of Household)

Date

Attachments:

If indicated by an (X) below, the Authority has provided the tenant with the following attachments and information:

- | | |
|--|---|
| <input type="checkbox"/> Lease | <input type="checkbox"/> TENANT HANDBOOK, Appendix A |
| <input type="checkbox"/> Standard Maintenance Charges
(SUBJECT TO REVISION) | <input type="checkbox"/> Protect your Family from Lead in your Home |
| <input type="checkbox"/> Grievance Procedure
(SUBJECT TO REVISION) | <input type="checkbox"/> Resident Rights and Responsibilities |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Hall Mopping Schedule |

STATEMENT OF RECEIPT OF INFORMATION

I/We have received a copy of the above information. This information has been thoroughly explained to me/us. I/We understand the possibility the lead-based paint may exist in the unit.

Tenant’s Signature (Head of Household)

Date

**OFFICE ADDRESS: 50 EAST 21ST STREET
 BAYONNE, NJ 07002**

**HOURS: 9:00 AM - 4:30 PM
 MONDAY THROUGH FRIDAY**

TELEPHONE NUMBER: (201) 339-8700

HOUSING AUTHORITY OF THE CITY OF BAYONNE

RESIDENT GRIEVANCE PROCEDURE

I. PURPOSE

This procedure has been adopted to ensure that a resident is afforded an opportunity to seek the settlement of individual Grievances (as defined in Section V hereof) against the Housing Authority of the City of Bayonne, hereinafter referred to as "BHA" and/or the "Authority".

II. GOVERNING LAW

The law governing this Grievance Procedure is Section 6 (K) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437d (k) and Subpart B of 24 CFR part 966 (24 CFR secs. 966.50-966.57) or as amended subsequently.

III. APPLICABILITY

In accordance with the applicable federal regulations, this grievance procedure shall be applicable to all individual grievances between residents of low-income housing and Post Road Gardens only, and BHA with the following two exceptions:

- A. This procedure is not applicable to disputes between residents not involving BHA or to class disputes involving groups of residents. Also, this procedure is not intended as a forum for initiating or negotiating policy changes between residents or groups of residents and BHA Board of Commissioners.

- B. The United States Department of Housing and Urban Development("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 (as defined in Section V below) before eviction from a dwelling unit. Therefore, the BHA has determined that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - (1) Any activity that threatens the health, safety or right to peaceful enjoyment of the BHA's premises by other residents or employees of BHA; or
 - (2) Any drug-related criminal activity on or off BHA's premises, after the expiration of the tenancy termination date set forth in the notice.

IV RIGHT TO A HEARING

Upon the filing of a written request as indicated in these procedures, a resident shall be entitled to a hearing before a hearing officer.

V. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

- A. **Administration Office:** 50 East 21st Street, P.O. Box 277, Bayonne, New Jersey 07002.
- B. **Authority:** The Housing Authority of the City of Bayonne, a body corporate and politic, organized and existing under the laws of the State of New Jersey.
- C. **BHA:** The Authority.
- D. **CFR:** The Code of Federal Regulations which contains the federal regulations governing this Grievance procedure.
- E. **Complainant:** Any resident (as defined in this section below) whose grievance is presented to the Administration Office of BHA in accordance with the requirements set forth in this procedure.
- F. **Drug-related criminal activity:** Means the illegal manufacture, sale, distribution or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
- G. **Elements of due process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
 - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - 2. Right of the resident to be represented by counsel;
 - 3. Opportunity for the resident to refute the evidence presented by BHA including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 - 4. A decision on the merits.
- H. **Grievance:** Any dispute which a resident may have with respect to an action or a failure to act by BHA in accordance with the individual resident's lease or BHA regulations which affect adversely the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the BHA concerning a termination of tenancy or eviction that involves any activity that may threaten the health, safety, or right to peaceful enjoyment of the BHA's public housing premises by other residents or employees of the BHA, or any criminal activity or drug-related criminal activity on or off such premises.
A grievance also does not include disputes between residents.
- I. **Hearing Officer:** An impartial person agreed upon mutually by the BHA and the Complainant to hear grievances and render a decision with respect thereto.
- J. **HUD:** The United States Department of Housing and Urban Development.
- K. **Notice:** As used herein, the term shall, unless otherwise specifically provided,

mean written notice.

- L. **Promptly:** means within five (5) business days from the date of mailing the adverse action or grievable complaint.
- M. **The "Regulations":** The HUD regulations contained in Subpart B of 24 CFR Section 966, as may be amended subsequently.
- N. **Resident:** The adult (or persons 18 years of age or older) (other than a live-in aide):
 - 1. Who resides in the premises and who executed the lease with the BHA as a lessee of the premises; or
 - 2. If no such person now resides in the premises, then the person who resides in the premises and who is the remaining head of household of the resident family.
- O. **Resident Organization:** The one representative organization at each BHA development.

VI. INCORPORATION INTO LEASES

This grievance procedure shall be incorporated by reference in to all leases between residents and BHA whether or not so provided specifically in such leases.

VII. PROCEDURES PRIOR TO A HEARING

- A. **Initial Presentation**Any grievances shall be presented promptly, in writing, to BHA's Administration office, so that the grievance may be discussed informally and settled without a hearing. This action shall occur promptly (as defined in Section V, paragraph L).
- B. **Informal Settlement of Grievance:** If the grievance is not determined by BHA to fall within one of the two exclusions mentioned in Section III, B (1) and III, B (2) above, the BHA will, within a reasonable time frame after the initial presentation of the grievance, discuss informally the grievance with the complainant or his/her representative in the attempt to settle the grievance without the necessity of a formal hearing.
- C. **Written Summary:** After the informal settlement conference, a written summary of the informal discussion shall be prepared within a reasonable time by BHA and a copy thereof shall be provided to the complainant and one (1) copy retained in the BHA's resident file. The summary shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the complaint, and the specific reasons for such disposition.

The summary shall specify the procedures by which a hearing under these

procedures may be obtained if the resident is not satisfied. The purpose of this informal settlement of grievance is to allow the resident and the BHA to discuss informally an issue without the need for third parties, including witnesses or representatives to be involved. At any time that a third party, including a witness or representative, becomes or should become involved in the process, the informal settlement conference shall become a "hearing" and the procedures found in Section VIII hereof shall apply. The BHA shall notify the resident of the date and time that the hearing will take place.

VIII. PROCEDURES TO OBTAIN A HEARING

A. Request for a Hearing: If a complainant is not satisfied with the results of the informal settlement of grievance provided for in Section VII, the complainant must submit a written request for a formal hearing to BHA's Administration Office within five (5) business days from date of mailing of the summary of discussion pursuant to Section VII. The written request shall specify:

1. The reasons for the grievance; and
2. The action or relief sought.

B. Selection of Hearing Officer: A grievance hearing shall be conducted by an impartial person appointed by the BHA other than a person who made or approved the BHA action under review or a subordinate of such person.

The list of prospective hearing officers shall be provided to any existing resident organization for such organization's comments or recommendations. The Authority shall consider any comments or recommendations by the resident organization submitted in a reasonable time. A hearing officer shall be selected from this list.

C. Failure to Request a Hearing: If the complainant fails to request a hearing in accordance with this section, the BHA's decision rendered at the informal hearing shall become final and BHA is not obligated thereafter to offer the complainant a formal hearing. However, failure to request a hearing shall not constitute a waiver by the resident of the right thereafter to contest the BHA's action in disposing of the complaint in an appropriate judicial proceeding.

D. Hearing Prerequisites: All grievances shall be presented promptly, in writing, pursuant to the informal procedure prescribed in Section VII as a condition precedent to a hearing under this section. However, if the resident shows good cause why there was failure to proceed in accordance with Section VII to the hearing officer, the provisions of this subsection may be waived by the hearing officer.

- E. **Escrow deposit:** Before a hearing is scheduled in any grievance involving the amount of rent, as defined in the lease which the BHA claims is due, the Tenant shall pay to the BHA 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 Tenant shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the BHA until the complaint is resolved by decision of the hearing officer. Amounts deposited into the escrow shall not be considered as acceptance of money for rent during the period in which the grievance is pending.

The BHA will waive the requirement for an escrow deposit as required under 24 CFR Section 5.616 concerning financial requirements or 24 CFR Section 5.618 concerning reduction in welfare benefits related to work requirements or if it is requested in connection with a minimum rent hardship exemption under 24 CFR Section (966.55 (e) (2). Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the Tenant may have to contest the BHA's disposition of his/her grievance in any appropriate judicial proceeding.

- F. **Scheduling of Hearings:** Upon the resident's compliance with this Section, or upon the BHA notifying the resident or his/her representative that a hearing will be held, a hearing shall be scheduled promptly by the hearing officer for a time and place mutually convenient to both the resident and the BHA. A written notification specifying the date, time, place and the procedures governing the hearing shall be delivered by regular and certified mail to the resident and the appropriate BHA official.

IX. PROCEDURES GOVERNING HEARINGS

Fair hearings: The hearings shall be held before a Hearing Officer as described above in Section VIII above.

- A. The complainant shall be afforded a fair hearing, which shall include:
1. The opportunity to examine before the hearing any BHA documents, including records and regulations that are directly relevant to the hearing. Any and all requests for records and regulations shall be requested in writing no later than two (2) business days prior to the scheduled hearing. The complainant will be allowed to copy such documents at the complainant's expense. The cost of any copies shall be twenty-five (25) cents per copy, if the BHA does not make the document available for examination upon request by the Resident, the BHA may not rely on such document at the grievance hearing;
 2. The right to be represented by counsel, or other person chosen as the Resident's representative, and to have such person make statements on the Resident's behalf;

3. The right to a private hearing unless the Resident requests a public hearing;
 4. The right to present evidence and arguments in opposition to evidence relied on by BHA and to confront and cross-examine all witnesses upon whose testimony or information the BHA relies; and
 5. A decision based solely and exclusively upon the facts presented at the hearing.
- B. **Accommodation to Handicapped Persons:**
1. The BHA shall provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations or attendants.
 2. If the Resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.
- C. **Required Showing of Entitlement to Relief:** At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, BHA must sustain the burden of justifying BHA's action or failure to act against which the complaint is directed.
- D. **Prior Decision in Same Matter:** The Hearing Officer may render a decision without proceeding with the hearing if he/she determines that the issue has been decided previously in another proceeding.
- E. **Failure to Appear:** If the complainant fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing or may make a determination that the complainant has waived the right to a hearing. In such event, the Hearing Officer shall notify the complainant and BHA of the determination.
- F. **Informality of Hearing:** The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- G. **Orderly Conduct Required:** The Hearing Officer shall require BHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to maintain order may result in the exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

H. **Transcript of Hearing:** The complainant or the BHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript at twenty-five (25) cents per page.

X. DECISION OF THE HEARING OFFICER

A. Subsequent to the completion of the grievance hearing, the Hearing Officer shall make a determination as to the merits of the grievance and shall prepare a written decision, together with the reasons for the decision, not to exceed ten (10) calendar days after the completion of the hearing. A copy of the decision shall be sent to the BHA. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the BHA and made available for inspection by a prospective complainant, his representative, or the hearing officer.

B. The decision of the hearing officer shall be binding on the BHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the BHA's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

1. The grievance does not concern the BHA action or failure to act in accordance with or involving the Resident's lease or BHA regulations, which adversely affect the Resident's rights, duties, welfare or status; or
2. The decision of the hearing officer is contrary to applicable Federal, State, or local law, BHA regulations or requirements of the Annual Contributions contract between the BHA and the U.S. Department of Housing and Urban Development.

C. The decision by the hearing officer or Board of Commissioners in favor of the BHA 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 proceeding, which may thereafter be brought in the matter.

XI. NOTICES

All notices under this grievance procedure shall be deemed delivered:

1. Upon personal service thereof upon the complainant or an adult member of the complainant's household, which personal service may include, if necessary, affixing said notice to complainant's unit door;
2. Upon the date receipted for or refused by the addressee, in the case of verified or registered U.S. mail; or
3. On the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service if mailed by first class mail other than certified or registered mail.

XII. MODIFICATION

This grievance procedure may not be amended or modified except by approval of the BHA's Board of Commissioners present at a regular meeting or a special meeting. Further, in addition to the foregoing, any changes proposed to this grievance procedure must provide for at least thirty (30) calendar days advance written notice to residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by BHA before final adoption of any amendments thereto.

XIV. MISCELLANEOUS

A. **Concurrent Notice:** If a resident has filed a request for a grievance hearing hereunder in a case involving BHA's notice of termination of tenancy, the complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently.

I / We have received a copy of this amended Resident Grievance procedure and have had an opportunity to ask questions about the procedure.

All adult (anyone 18 years of age or older) household members must sign below.

Tenant (Head of Household) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Housing Authority of the City of Bayonne

**By: _____
John T. Mahon, Executive Director**

Revised November, 2001

THIS DOCUMENT IS BEING EXECUTED IN 2 (TWO) ORIGINALS

**Housing Authority of the City of Bayonne Handbook,
Appendix A to Dwelling Lease**

1. The HOUSING AUTHORITY OF THE CITY OF BAYONNE (the “Authority”) was established in 1949 as a public body to provide decent, Safe and sanitary homes for low-income families. The Authority owns and/or operates units located in low income housing and Post Road Gardens, only to which this handbook applies.

All families who live in public housing developments are selected because they have limited income, have been residents of the City of Bayonne or because they claim a preference, such as:

Paying more than 50% of family income for rent;

Involuntary displaced and are not living in standard, permanent replacement housing or, within no more than six months from the date of certification or verification (as appropriate) will be involuntarily displaced; and/or

Living in substandard housing.

There is no discrimination against people of any race, color or religion.

If you have any questions about your apartment or your resident site, just call the Authority Office at 201-339-8700.

A. Applicant Conduct

1. Any applicant for admission to low-income housing and/or Post Road Gardens only, in accordance with the Housing Opportunity Program Extension Act, that has been evicted from public housing or any Section 8 rental assistance programs for drug related criminal activity is ineligible for admission to any public housing and Section 8 rental assistance programs for a (3) three-year period, beginning from the date of eviction. The evicted family becomes eligible for readmission, however, if the individual who engaged in the activity has successfully completed a rehabilitation program approved by the Housing Authority of the City of Bayonne (the "Authority") or if the Authority determines that the circumstances leading to the eviction no longer exist.
2. Any sex offenders who are subject to a lifetime registration requirement under a State Sex Offenders’ Registration Program will be denied admission permanently to public housing or any Section 8 rental assistance programs.

3. Any persons convicted of manufacturing or producing metamphetamine are ineligible permanently for admission to public housing and any other Section 8 assisted housing.
4. The Authority may prohibit admission of a household to federally assisted housing if it has been determined that any household member is currently engaging in, or has engaged in:
 1. Drug related criminal activity;
 2. Violent criminal activity (defined as any criminal activity that has 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;
 3. Other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 4. Other criminal activity that would threaten the health or safety of any Authority employee, contractor, subcontractor or agent of the Authority.

B. Resident Conduct

1. Any criminal activity, on or off the Authority's premises, *that* threatens the health, safety or right to peaceful enjoyment of the premises by other residents or Authority employees is cause for eviction. Premises is defined as the building or complex or development in which the public or assisted housing dwelling unit is located including common areas and grounds.
2. Any drug related criminal activity, is cause for eviction, whether on or off the Authority's premises, or any activity by a resident in which the Authority determines that a resident is illegally using a controlled substance is cause for eviction.
3. A tenancy may be terminated and the household evicted when a covered person engages in any criminal activity described above. A "covered person" is an umbrella term including, in addition to the tenant, guests, members of the tenant's household and other persons under the tenant's control. In this context, a "guest" means anyone staying in the unit with the permission of the tenant or another household member with the authority to give such permission. "Other persons under tenant's control" means a short term invitee who is not "staying" in the unit. Such a person is only under the tenant's control during the period of invitation and the person is on the premises because of that invitation.
4. In accordance with P.L. 104-120, the Authority prohibits continued occupancy in any public housing dwelling unit for any person whom the Authority determines is illegally using a controlled substance.

The Authority shall terminate the tenancy of any low-income and / or Post Road Gardens resident:

- a. Who is determined to be illegally using a controlled substance;
 - b. Who abuses alcohol (or engages in a pattern of abuse) or controlled substance (or engages in illegal use or pattern of illegal use) when the Authority reasonably believes such use or pattern of abuse, may interfere with the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority.
 - c. Who willfully allows the leased unit to be used to store, manufacture, distribute or facilitate the use of illegal narcotics;
 - d. Who is convicted of producing methamphetamine in a building or complex assisted under the public housing or any Section 8 housing program and administered by the Authority;
 - e. Any public housing resident or any Section 8 housing recipient who is fleeing to avoid prosecution or custody or confinement after conviction, for a felony (or a high misdemeanor in New Jersey); or
 - f. Any public housing resident or any Section 8 housing recipient who is violating a condition of probation or parole imposed under federal or state law;
 - g. The Authority will provide to Federal, State or local law enforcement officials information concerning assisted recipients whom the officials are pursuing for violating parole or fleeing to avoid prosecution.
5. All tenants must assure that the tenant, any member of the tenant's "household" (household is defined as the family and Authority approved live in aide if applicable) guest or other person(s) under the tenant's control which means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises shall:
- a. Not engage in any criminal activity, on or off the Authority's premises, that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or Authority employees. Premises is defined as the building or complex or development in which the public or assisted housing dwelling unit is located including common areas and grounds.
 - b. Not engage in any drug-related criminal activity, (drug-related criminal activity means the illegal manufacture, sale, distribution or lease of a drug or the possession of a drug with intent to manufacture, sell, distribute or use the drug) is cause for eviction, whether on or off the Authority's premises, or any

activity by a resident in which the Authority determines that a resident is illegally using a controlled substance is cause for eviction.

- c. Not abuse alcohol (or engage in a pattern of abuse) or controlled substance (or engage in illegal use or pattern of illegal use) when the Authority reasonably believes such use or pattern of abuse, may interfere with the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority.
- d. Not display, use, or possess or allow members of tenant's household or other covered persons, to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of New Jersey anywhere on the property of the Authority.

Drug related criminal activity means the illegal manufacture, sale, distribution or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

C. Authority Evictions

1. Drug related or criminal activity, in violation of this lease provision, will be treated as a serious violation of the material terms of this lease. The Authority will seek eviction, under appropriate laws and statutes, of any resident determined to be in violation of the material terms of the lease.
2. Under terms of Federal Law, State Law and this lease, the Authority may evict the tenant by judicial action for criminal activity if the Authority determines that the covered person has engaged in the criminal activity, regardless of whether 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 not evict on the basis of suspicion or rumor. The Authority must prove in court that a tenant has violated the lease.
4. Upon entering into the lease agreement, tenants promise to abide by its terms. Tenants have an affirmative obligation to assure that neither they nor any member of their household or guest or anyone else under their control, by virtue of having been invited to the premises, will engage in prohibited drug or other criminal activities. The Authority may evict the entire household when household member or guest commits a crime in violation of the lease provisions. The tenant has promised in the lease to ensure a crime free household. The tenant is responsible for the household.

5. If the Authority seeks to terminate the tenancy for criminal activity, as shown by a criminal record, the Authority shall provide the subject of an accessed criminal record and the applicant or tenant a copy of the record and an opportunity to dispute the accuracy and relevance of information. This opportunity must be provided before the denial of admission, eviction or lease enforcement action on the basis of such information.

The Authority will handle all the above noted eviction cases on an individual basis. These provisions, known as the Drug Abuse and Other Criminal Activity provisions, will be implemented and enforced even handedly. Similar lease violations in similar circumstances will result in similar sanctions.

D. Factors Considered in Determining to Evict A Household

The factors to be considered in determining whether to seek the eviction of a household are as follows:

1. The magnitude and seriousness of the offense. All drug offenses are serious and it is reasonable to have a strict policy which allocates relatively scarce affordable housing resources to those who abide by the rules and remain free of drug activity. However, a less serious non-frequent indiscretion by a member of the household cannot be equated with the most serious offense *i.e.* performing as a drug merchant or committing of violent acts. The Authority will review closely, cases in which the offense is relatively less serious.
2. Authority intervention by staff who work with families on a voluntary basis. If the family is participating fully and, most importantly, making sufficient progress in a plan to correct a drug problem, such will be taken into account in determining whether to seek eviction.
3. The knowledge and/or ability to know of the offense by the head of household. For example, consideration of sanctions, other than the eviction, might be made if the offense was committed by a household member, off the site and out of the control of the head of household.
4. Frequency of violations. If a family is cited by Management more than once for serious lease violations, repeated violations by the same family unit indicates a lack of ability or motivation to abide by the rules.

E. Rehabilitation of Abuse Problems

In determining whether to evict a resident based on a pattern of use of a controlled substance or a pattern of abuse of alcohol, the Authority may consider, if presented by the resident, whether such person:

1. Has completed successfully a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
3. Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).

F. Alternate Sanctions

The sanctions other than eviction of the entire household, which may be considered are: Agreements made in court, on the court record in which the resident:

- a. Acknowledges the offense;
 - b. Agrees to take action to ensure that the offense is not repeated, e.g., removed from the household of the offending member; and
 - c. Consents to a judgment for possession which the Authority agrees not to execute for one (1) or more years unless the agreement to take action above is violated, e.g., the offending person returns as a resident or guest of the household or there is another serious lease violation. The consent judgment will require only that the Authority prove violation of the agreement, not subsequent lease violations or criminal conduct.
1. In some cases, the Authority may require affidavits or agreements from residents in lieu of termination of tenancy.
 2. In some minor cases, the Authority may issue a written warning in the form of a legal Notice to Cease.

Consideration of alternate sanctions will not be given if the criminal act is committed by the head of household or spouse while on the Authority's premises.

G. Protecting Resident Due Process Rights

Tenants shall be entitled to written notice of determination to terminate tenancy. In accordance with the notice provisions described in the dwelling lease, a reasonable time shall be not less than five (5) days or more than fourteen (14) days as determined by the urgency of the situation.

1. The Authority has a clear responsibility to protect the health and safety of all residents and will take appropriate action to do so. Any pattern of violent or criminal activity will be construed to be a threat to the safety of other residents.

2. After a notice of termination is issued, the tenant shall have the right to an ~~informal~~ hearing before the Executive Director or his designee. The tenant may be represented by an attorney or other party at this ~~informal~~ hearing. The Authority's counsel will attend normally and provide to the tenant a summary of the hearing and any determinations reached.
3. Prior to a ~~court~~ hearing, the tenant will have a right to review any relevant document, regulations, or records directly related to the termination and eviction.
4. The policy will be posted in the Authority's main office. In turn, the Authority will make copies available upon request.

H. Post Office Notification:

The Authority will notify the local "main" post office providing service to the unit when an individual or family is evicted for criminal activity. The intent is to prevent the return of the former tenant/s to the development to obtain mail.

I. Barring from Premises:

Any persons who have been evicted from the Authority for drug activity or other criminal activity, as defined herein, shall be barred from coming onto any Authority property at any time for any reason. Should the remaining household members of the unit, from which the said person was evicted, permit said person to come onto Authority property, they too shall be subject to eviction.

3. PAYMENT OF RENT

All rents are due and payable in advance on the first (1st) of each month. For residents paying an income based rent, all household income is considered in the calculation of the rent. For those paying flat rent, household income is not a factor in the calculation of rent. Tenants may pay their rent to the cashier at the Authority's Main Office at 50 East 21st Street, Bayonne, N.J. 07002 or tenants may mail a check or money order to: P. O. Box 277, Bayonne, N.J. 07002. A returned check for insufficient funds, during your tenancy, will result in a thirty (\$30.00) dollar charge, which will be assessed to the tenant's account. These monies must be paid with the following month's rent. A second check return for insufficient funds will result in the thirty (\$30.00) dollar charge. In addition, the privilege to remit a rent by check will be terminated.

If the rent is not paid by the fifth (5th) working day of the month, a twenty-five (\$25.00) dollar late fine will be charged. The late fine will be considered additional rent and will be due and payable immediately. This provision does not create a “ grace period”. Thereafter, the Authority will start eviction proceedings which will mean that the tenant shall incur additional court costs which will be charged to the tenant’s account. (Price varies on current fees). Prompt rent payments shall be made in accordance with Section 3 of this lease. Habitual late rent payments (more than three (3) times within any twelve (12) month period) is a violation of this provision and may result in termination of this lease in accordance with Section 13 thereof.

In order to achieve a cordial and workable landlord- tenant relationship, please pay your rent on time. Tenants are required to pay a minimum rent of fifty (\$50.00) dollars unless a hardship exemption is requested and granted by the Authority, in accordance with the United States Department of Housing and Urban Development (HUD) regulations and the Authority’s Admissions and Occupancy Policy.

4. FAMILY COMPOSITION

A tenant is required to supply to the Authority, when requested, accurate information about household composition, age of household members, income and source of income of all household members, assets, and related information necessary to determine eligibility, annual income, adjusted income and rent. Once a tenant requests that an adult household member be removed from the lease and the Authority does so, the tenant may not, in the future, request that the previously removed adult member be added back to the lease for any reason, as the Authority shall deny said request.

Tenants are required to report all changes in family income during the term of the lease with the exception of tenants who elect to pay a flat rent or are paying a ceiling rent. In case of a **flat rent** the tenant will be required to report information on family income only once every three (3) year period unless the tenant experiences a decrease in income and requests to return to an income based rent. The tenant is required to sign and complete a Continued Occupancy form each year and report changes in family composition. Under the income based rent option, the status of the family will be re-examined, at least, once a year.

Failure to supply such information, when requested, is a serious violation of the terms of the Lease which may result in the Authority terminating the Lease.

All information must be verified. Tenant agrees to comply with the Authority’s requests for verification by signing releases for third-party sources, presenting documents for review or providing other suitable forms of verification. The Authority shall give tenant reasonable notice of what actions tenant must take and of the date by which any such action must be taken for compliance under this

section. This information will be used by the Authority to decide whether the amount of the rent should be changed and whether the dwelling size is still appropriate for tenant's needs. If the Authority determines that the size of the dwelling unit is no longer appropriate for the tenant's needs in accordance with 24 CFR 966,10 (b) 1 (v) (a) (1), and the approval of the Schedule of Rents and Statements of income occupancy limits available in the administrative office of the Authority, the Authority may amend this lease by notice to tenant in accordance with Section 7 thereof that the tenant will be required to move to another unit.

Tenant acknowledges that apartment size is still determined by the number of people in the household. If tenant's needs require a different size unit, tenant agrees to move from when the Authority makes such a unit available within fourteen (14) calendar days from the date of notice. Failure to accept an alternative apartment shall be grounds for termination of tenancy and eviction.

Once the tenant is notified by the Authority of a transfer, no request for lease additions will be entertained until such time that a transfer is completed.

5. STATEMENT OF INCOME

The amount payable monthly by the family as rent to the Authority is the rent selected annually by the family from the options offered under the Authority's rent policies.

A . FLAT RENT: A flat rent is the amount of the tenant rent based upon the market value of the unit, as determined by the Authority. If the Authority determines that the family is unable to pay the flat rent because of financial hardship, the Authority will immediately switch the family's rental payment from flat to income based. A financial hardship must include:

1. The income of the family decreased due to loss or reduction of employment;
2. A death in the family or loss of assistance;
3. An increase in the family's medical, child care, transportation, or education costs or
4. Other circumstances as determined by the Authority.

B. INCOME-BASED RENT: An income based rent is the amount of tenant rent based upon thirty (30%) percent of the family's adjusted income. The process in which the Authority re-examines a tenant's household income is called recertification. (See no.6 below for a discussion of recertification). The residents paying the income based rent must submit medical bills for persons 62 years or older and childcare expenses (13 years or under) for single working or both working parents must also be verified during this process.

C. MINIMUM RENT AND EXEMPTIONS THERETO: The Authority's Board of Commissioners has adopted a minimum rent in the amount of fifty

(\$50.00) dollars per month. Once any household has provided proper documentation of no household income, their rent could fall to minimum rental status. The Authority shall grant an exemption from the minimum rent (fifty dollars) to any family making a request in writing, in accordance with the Authority's policy, who is unable to pay the minimum rent payment because of financial hardship, which shall include:

1. The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under an Immigration and Naturalization Act who would be entitled to public health benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
2. The family would be evicted as a result of the implementation of the minimum rent;
3. The income of the family has decreased because of changed circumstances, including loss of employment;
4. A death in the family has occurred which affect the family circumstances; or
5. Other circumstances which may be decided by the Authority on a case basis.

All of the above must be proven by the tenant providing verifiable information in writing to the Authority prior to the rent being delinquent and before the lease is terminated by the Authority. If a tenant requests a hardship exemption under this section, and the Authority determines reasonably the hardship to be of a temporary nature, exemption shall be granted during a ninety (90) day period beginning upon the making of a formal request for the exemption. A tenant may not be evicted during the ninety (90) day period for nonpayment of rent. In such a case, if the tenant thereafter demonstrates that the alleged hardship is of a long-term nature and not temporary, the Authority shall exempt retroactively the tenant from the minimum rent requirement for the ninety (90) day period past. This paragraph does not restrict or prohibit the Authority from taking legal action to evict the tenant for other violations on the lease.

6. RECERTIFICATION

The process by which the Authority re-examines a tenant's household income is called Recertification. Every year, the Authority will request tenant's paying income based rent, to report the income and composition of tenant's household and supply any other information required for the purposes of determining tenant's rent. In case of a flat rent or a ceiling rent, the tenant will be required to report information on family income only once per each three (3) year period

unless the tenant experiences a decrease in income and requests to return to an income-based rent. The tenant is still required to sign and complete a Continued Occupancy form once each year and report changes in family composition as indicated in Section C, paragraphs (1) and (2) of the lease. Tenant agrees to provide accurate statements by the date specified in the Authority's request. The Authority will use the information to recalculate the rent of those tenants who choose the income-based rent option. Failure to supply such information, when requested, is a serious violation of the terms of Lease (Section 13, Paragraph B3), and the Authority may terminate the Lease as a result. All information must be verified. Tenant agrees to comply with the Authority's request for verification by signing releases for third-party sources, presenting documents for review or providing other suitable forms of verification.

The following information must be specified on the recertification forms:

All income changes, such as pay increases or benefits, change of job, loss of job, loss of benefits, fees, tips and other compensation for personal services etc. for all family members, including members eighteen (18) years of age or older. Please direct any questions to the Authority staff.

Any family member, including members eighteen (18) years of age or older, who has moved out. Please inquire at the Authority's main office if unsure.

All assets that the tenant or any household member, including members eighteen (18) years or older, own and any asset that was sold in the last two (2) years for less than fair market or full value.

The reporting of false information to the Authority is an offense which may be turned over to the State Attorney General's Office for prosecution.

All tenants must complete and submit all the HUD required forms to fulfill their recertification requirements. The application for Continued Occupancy form is an annual amendment to the tenant's lease. It is to be completed thoroughly, signed by the Head of Household, Spouse (where applicable) and any household member eighteen (18) years of age or older.

The pamphlet entitled, "Protect Your Family from Lead in Your Home", accompanied with a form for signature by the Head of Household is to be read thoroughly. The Pamphlet explains, in detail, the dangers of lead paint and that the "Authority" does not use said paint to paint apartments. The Pamphlet is to be kept by the household and the signed form is to be returned to the Authority's office.

The Authorization for the Release of Information/Privacy Act Notice is to be read, signed by the Head of Household, Spouse (where applicable) and any other household member eighteen (18) years of age or older and returned to the office.

7. PROPERTY UPKEEP

Tenants are expected to keep their homes in the best possible condition. The home includes not only the tenant's apartment, but also the lobbies, halls, stairs, stairwells and grounds. Each tenant is required to clean the hall area, the landing and the stairs on an assigned day, once each week. All tenants will be given additional written instructions regarding this provision.

8. HOUSEKEEPING STANDARDS

In an effort to improve the habitability and conditions of the apartments owned and managed by the Authority, the Authority has developed uniform standards for resident housekeeping for all tenant families.

A. Authority Responsibility: The standards that follow below will be applied fairly and uniformly to all tenants. The Authority will inspect each unit, at least twice annually, to determine compliance with the standards.

Upon completion of an inspection, the Authority will notify tenant in writing if he/she fails to comply with the standards. The Authority will advise tenant of the specific correction(s) required to establish compliance. Within a reasonable period of time, the Authority will schedule a second inspection. Failure to meet the specific standards by the tenant upon a second inspection will constitute a violation of this lease.

B. Tenant Responsibility:

Tenant is required to abide by the standards set forth below.

FAILURE TO ABIDE BY THE HOUSEKEEPING STANDARDS THAT RESULTS IN THE CREATION OR MAINTENANCE OF A THREAT TO HEALTH OR SAFETY IS A VIOLATION OF THE LEASE TERMS AND CAN RESULT IN EVICTION.

C. THE STANDARDS:

INSIDE THE APARTMENT

- Walls- should be clean, free of dirt, grease, holes, cobwebs and fingerprints.
- Floors- should be clean, clear, dry and free of hazards.
- Ceilings- should be clean and free of cobwebs.
- Windows- should be clean and not nailed shut. Shades or blinds should be intact.
- Woodwork- should be clean, free of dust, gouges or scratches.
- Doors- should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- Heating units- should be dusted and access uncluttered.
- Garbage- shall be disposed of properly and not left in the unit.
- Entire unit- should be free of rodent and insect infestation.

STORAGE AREAS

- Linen closet- should be neat and clean.
- Other closets- should be neat and clean. No highly flammable materials should be stored in the unit.
- Other storage areas- should be clean, neat and free of hazards.

BATHROOM

- Toilet and tank- should be clean and odor free.
- Tub and shower- should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- Lavatory- should be clean.
- Exhaust fans- should be free of dust.
- Floor- should be clean and dry.

KITCHEN

- Stove- should be clean and free of food and grease. A working stove is supplied by the Authority, tenant installed stoves are prohibited.
- Refrigerator- should be clean inside and out.
- Cabinets- should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be over loaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- Exhaust fans- should be free of grease and dust.
- Sink- should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- Food storage areas- should be neat and clean without spilled food.
- Trash/garbage- should be stored in a covered container until removed to the disposal area. All household trash should be removed from the apartment daily.

OUTSIDE THE APARTMENT

- Yards- should be free of debris, trash and abandoned Cars. Exterior walls should be free of graffiti.
- Steps- (front and rear) should be clean and free of Hazards.
- Sidewalks- should be clean and free of hazards.
- Storm doors- should be clean, with glass or screens in tact.

- Parking lots- should be free of abandoned cars. There should be no car repairs in the lots.
- Hallways- should be clean and free of hazards.
- Stairwells- should be clean and uncluttered.
- Laundry areas- should be clean and neat.
- Utility room- should be free of debris, motor vehicle parts and flammable materials.
- Porches- (front and rear) should be clean and free of hazards.

9. REPAIR, REPLACEMENT AND MAINTENANCE CHARGES

Repairs and replacements to the premises, building facility or common areas which are caused by the tenant, household members or guests must be paid for by the tenant on the basis of actual costs for such repairs and replacements in accordance with a schedule of charges posted in the Authority's Administrative office and included herein.

Repairs and replacement charges will not be incurred by the tenant when the Authority determines that the damage is a result of normal wear and tear. The tenant agrees not to make any alterations, repairs or redecorations to the interior of the unit or its equipment. The tenant further agrees not to install additional equipment or major appliances without the written consent of the Authority's Executive Director or designee.

The installation of wallpaper, paneling, brick face, sanitas on walls, floor and ceiling mirrors are prohibited. Moreover, the tenant shall not make any changes to any locks or install new locks on exterior apartment doors. All broken windows and plumbing stoppages must be paid for by the tenant.

MAINTENANCE REPAIR CHARGES

	Duty Hrs.	Off Duty Hrs.
A. Lock outs	\$15 & Up	\$25 & Up
B. Blocked Toilets	\$15 & Up	\$50 & Up
C. Toilet replacement	\$75 & Up	
D. Toilet Seats	\$10 & Up	
E. Light Fixture replacement	\$20 & Up	
F. Mailbox lock	\$20 & Up	
G. Apt. Front Door replacement	\$300 to \$500	
H. Apt. Front Door Lock replacement	\$125 to \$150	
I. Bridge View Manor Door lock replacement	\$125 to \$150	
J. Lock Cylinder	\$45	
K. Refrigerators	\$335	
L. Stoves	\$220 & Up	
M. Bathroom sink replacement	\$150 & Up	
N. Rehang bathroom sink	\$50 & Up	
O. Interior door replacement	\$45	
P. Medicine cabinet replacement	\$20	

PRICES MAY VARY ACCORDING TO MATERIALS REQUIRED FOR DIFFERENT

DEVELOPMENTS.

Tenants are responsible for repairing broken screens and window glass. See the Yellow Pages for local repair contractors.

10 . NOTICE TO VACATE

The tenant must give the Authority a written notice of thirty (30) calendar days of the tenant's intent to move out. The Notice to Vacate package includes the Notice to Vacate form, Vacate Notice Disclaimer, Vacating Instruction Letter, List of Maintenance Charges and an Acknowledgment sheet. The Vacate Notice, Acknowledgment Form and the Disclaimer (if applicable) must be completed in their entirety and returned to the Authority.

The Notice to Vacate must be received by the first (1st) business day of the month prior to tenant's intended date to vacate. It is the tenant's responsibility to ensure the Authority's receipt of the Notice to Vacate. If the Authority does not receive these forms from the tenant, the tenant will be charged for the following month's rent. Also, if keys are returned without the proper notification, the vacating tenant will be assessed lock replacement charges. Prices vary according to the site). The date the Authority receives the Notice to Vacate is the date the Notice to Vacate will be listed on the Authority's records.

An inspection of the unit will be conducted on the tenant's scheduled vacate date (which is the last day of the month). If the last day falls on the weekend or a holiday, the inspection will occur on the next business day. The tenant's attendance is required for this action, unless the tenant has waived the right to be present by having submitted a completed Disclaimer form. Upon completion of the inspection, all keys must be surrendered to the Authority's inspector.

An unsatisfactory inspection rating will result in the Authority charging the former resident for damages or repairs (beyond normal wear and tear) in accordance with the schedule of maintenance repair charges, or as otherwise appropriate. An itemized bill and a copy of the inspection form will be sent to the vacating resident within ten (10) calendar days of the inspection. Failure to remit full payment or to arrange a monthly payment schedule will result in the Authority's taking action to recover these monies.

When a tenant vacates, whether voluntarily or involuntarily evicted),the Authority will not be under any obligation to hold possessions left in the unit beyond the vacate date at the Authority's sole discretion. In no event, however, will the Authority be required to hold possessions left in the unit for more than ten (10) calendar days after tenant has vacated. Thereafter, the Authority shall dispose of such possessions at the Authority's sole discretion.

The Notice to Vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against the tenant and tenant shall be required to pay the costs of court and attorney's fees.

11. TRANSFERS

All transferring tenants will be subject to two (2) inspections. The initial inspection will occur prior to the resident's name reaching the top percentile of the existing transfer waiting list or when the Authority transfers residents in accordance with the provisions of the lease. With respect to tenant initiated (voluntary transfers),(i.e.) those on the transfer list, the second inspection will be conducted after the resident's name has surpassed all prior names and ranks first. In both cases, the apartment inspection will coincide with the scheduled move out date. A failed or non-conforming rating will result in the Authority assessing charges for repair (beyond normal wear and tear) against the tenant's maintenance account. Also, the resident may forfeit his/her tenancy.

Prior to the final inspection, a notification will be sent to the transferring resident. This correspondence will include an Instruction Letter and confirmation of the inspection date and time.

12. APARTMENT DOOR LOCKS

No tenant is permitted to change, modify, alter or add to the existing apartment door lock(s). tenant further agrees not to install any locks within the interior of the unit.

Because the Authority must have emergency access to all apartments, any tenant who has replaced an Authority main door lock for a lock for which the Authority has no key will be charged a flat fee of \$125.00 for removal plus labor and materials cost of installing a new lock. The Authority does not need permission of the tenant either to remove the unauthorized lock or assess the above charges against the tenant.

13. BARBECUE POLICY

Tenants are permitted to cook outside in the **designated areas only**. Please contact the Authority's main office for the tenant's site's designated Barbecue area. Entertaining of guests will be done either within the tenant's apartment or in the community room (if applicable). To reserve and utilize the community room, kindly contact the appropriate tenant council president.

14. GARBAGE DISPOSAL

Most buildings are equipped with trash compactor chutes on each floor. Household garbage must be secured prior to its disposal. It is the tenant's responsibility to ensure that all garbage is placed properly in the chute. Large objects (pizza boxes, etc.) must be torn in small pieces to prevent the chute from being clogged. Tenants will be fined \$25.00 each time they fail to dispose of garbage properly or cause the chute to become clogged. Buildings without compactor chutes are equipped with garbage barrels on site. These barrels must remain covered at all times.

At no time is the tenant, household member or a tenant's guests permitted to utilize the dumpsters. These items are solely for the exclusive use of Authority personnel. All tenants, household members or tenant's guests agree to abide by local ordinances regarding recycling. Recycling containers are available at each building.

For information regarding the placement of recyclable items (glass, plastic and newspapers), please call the Authority's main office.

Persons residing in Senior Sites (with policy approved pets) must double bag pet waste prior to disposing of it in the compactor.

The removal of large items (such as furniture) is the responsibility of the tenant. Please call the Authority's main office to determine the place and time to deposit such items.

15. WINDOWS/SCREENS

All windows are supplied with interior screens. The screens are not to be removed permanently by the tenant. If repairs are needed to the screens, an appropriate charge will be assessed to a tenant's account. If the screens are missing when the tenant vacates, an appropriate replacement charge will be assessed.

All tenants are responsible to repair or replace any damaged window panes during their tenancy. Please note, that in the event that the Authority repairs or replaces a window pane(s) because of safety issues, the cost will be assessed to the tenant's maintenance account. An agreement will be signed by the tenant acknowledging that the tenant is responsible for the repair cost incurred. The amount owed must be paid with the following month's rent. In addition, the tenant will be charged for repair when they vacate the unit.

16. BALCONIES

No tenant will be allowed to hang, drape, affix or suspend anything on or from these balconies. This includes, but is not limited to, clotheslines. Excessive items, such as additional furniture, air conditioners, etc., must not be housed in this area. tenants are responsible to maintain their balconies in the same manner as any other room in the unit.

Any telecommunications device (i.e. antenna or dish) must be free standing. However, installation must ensure that the device be stable (i.e. will not blow away), yet moveable (i.e. not affixed to the balcony) at the same time.

17. LIQUID AND POWDER DETERGENTS

Tenants are requested to use only mild liquid or powder detergents when cleaning dishes or washing personal clothes in the sink. It has been found that the detergents, which create a lot of suds, cause a back-up of refuse in the plumbing lines of the lower floor apartments and cause unpleasant odor and flooding conditions. Also, tenants must never throw grease, coffee grinds or other refuse in to the sink as this too causes stoppage in the plumbing lines. tenant agrees not to own, operate or keep a washing machine, dryer or dishwasher in this apartment.

18. PAINTING AND DECORATING

All apartments are entitled to free paint every three (3) years. All paint requests must be submitted at the Authority's main office. No special paint requests will be granted (i.e. semi gloss, gloss, etc.). You may paint the apartment at any time at your own expense. However, kindly limit the colors to whites, beiges or pale pastels. All walls must be covered with primer prior to vacating. Black paint and vibrant paint colors are prohibited.

Tenants are not to install any additional fixtures or make any alterations or redecorations to the dwelling unit.

Wallpaper, wall mirrors, sanitas, panel, and brick surfaces are Prohibited.

Floor coverings, such as wall-to-wall carpeting, linoleum, ceramic tiles, self-adhesive tiles and the like may be installed. However, prior to any installation thereof, the tenant must notify the Authority in writing and obtain the Authority's written approval. This correspondence must include the type of floor covering and the name of the person/company installing the covering. The Authority will respond in writing within a reasonable time and may schedule unit visits prior to and after the installation. The term "floor coverings" as used herein does not include throw rugs or area rugs, which do not require any installation.

Use of nails, tacks, screws, brackets or fasteners on any part of the dwelling unit should be limited. Any and all holes must be spackled prior to vacating.

19. EXTERMINATING SERVICE

The Authority provides a free mandatory pest control service.

All technicians will have an Authority identification. An annual extermination schedule will be supplied to each tenant. On the sites' scheduled extermination day, the exterminator will treat the tenant's apartment. All bathrooms and kitchens will be treated routinely, unless the technician determines additional services are needed.

All tenants must permit access to their units for this service. If the tenant cannot be available on the scheduled day and time, the tenant may designate another individual to be present on said date and time or may provide the Authority with a written authorization permitting entry for the monthly extermination service. The

tenant's utilization of a private exterminator will not eliminate the tenant's obligation to permit access to the Authority's technician on a monthly basis.

It is the tenant's sole responsibility to review the extermination schedule and provide access to the unit on the assigned date and time. Failure to provide the Authority with such access for this purpose may result in the termination of the lease.

20. RIGHT TO ENTRY

The Authority reserves the right to enter a tenant's apartment in the case of an emergency and/or in accordance with the lease, Section 11, entitled "Entry of Premises during Tenancy".

21. ELEVATORS

Elevators are provided in several sites. They are only to be used in a reasonable manner. Minor children should be restricted from their use when unaccompanied by an adult. For elevator services, kindly call 201-339-8700.

22. AIR CONDITIONERS

Tenants may install air conditioners within their unit. The cost is \$50.00 per unit annually. The first payment of \$25.00 is due in July and the subsequent payment of \$25.00 is due in August. If the air conditioners are discovered during an inspection, the tenant shall be liable for the payment regardless of their working condition or location, i.e. out of a window or in a closet. If the items are physically in the apartment, the tenant will be charged for them regardless. No charges will be removed for the current year if the tenant has since removed an air conditioner. Again, tenants must remember that this is an annual charge and they are free to use these devices at any time during the year. Air conditioners-must be installed so that water dripping as a result of condensation does not run down or along the outside or inside of the building or into any unit. If the installation is improperly done and the Authority notifies the tenant of this violation, you must immediately rectify the matter within 24 hours of notification by either removing the unit or having the unit reinstalled properly. Any damage as a result from the improper installation of the tenant's air conditioner will be assessed to the tenant's account. This damage includes but is not limited to leakage or seepage from the appliance(s) affecting window casing, exterior building facade and other units.

23. ELECTRICITY AND WATER

The Authority provides these utilities to each unit at no additional cost to tenants. These utilities should be used in a reasonable manner and not abused. All televisions, radios, stereos etc. must be shut off in the absence of all household members. This also applies to room lighting.

24. LAUNDRY ROOM

Moreover, any person (other than another tenant) doing laundry for a tenant, such as a home health aide, may not do his/her own personal laundry. Many sites are equipped with washing machines and dryers. Token operated appliances require the purchase of tokens at the Authority's main office. Tokens can only be purchased in \$10.00 rolls. The tenant Council monitors and sets the hours of operation for the laundry facility. The facility is solely for tenant's use.

Any vandalism to the laundry room and/or equipment may result in the Authority closing the facility permanently, restricting usage, and/or assessing damages to the responsible persons.

25. REFRIGERATORS AND STOVES

The Authority will provide a working refrigerator and stove in each unit. If the tenant chooses, they may supply their own refrigerator. However, no tenant owned stove may be installed. Under no circumstances will a tenant be allowed to have more than one refrigerator in his/her unit .

The Authority will not repair or remove any personal refrigerators .

26. COMMUNITY ROOMS

Usage of the Community Room is under the jurisdiction of the tenant council. Advanced reservations are required and a signed agreement is generally enforced. For additional information, please contact the appropriate tenant council president.

27. TENANT COUNCILS

Many sites have a tenant council. The tenant council's primary function is to act as a liaison between the tenants and the Authority. They also encourage and promote a safe and sanitary environment for all tenants. Monthly meetings are held on these sites.

The participation and cooperation of all ensures the tenant council's success. Kindly contact the appropriate tenant council president for additional information.

The tenant councils will not take work orders. Please review procedures to request repairs under the section entitled, entitled "Maintenance".

28. SECURITY

The Community Orientated Police of Bayonne ("COP") patrol the Authority's sites. To contact the officers, kindly call 201-858-7888. Kindly contact the appropriate tenant council president for specific patrol assignments.

29. MAINTENANCE

Routine maintenance problems must be reported immediately to the Authority's Main Office. An answering service will receive the call at night and on weekends for emergency maintenance needs. A fraudulent emergency call will be charged to the tenant's maintenance account. An agreement will be signed by the tenant acknowledging that the tenant is responsible for the repair costs incurred if the emergency call results from a circumstance beyond that of normal wear and tear. There is no charge for maintenance unless it is caused by malicious action and/or careless housekeeping.

IMPORTANT TELEPHONE NUMBERS EMERGENCY REPAIRS

IF A TENANT NEEDS EMERGENCY REPAIR SERVICE AFTER REGULAR OFFICE HOURS OR SATURDAYS, SUNDAYS AND HOLIDAYS, CALL (201) 339-8700.

A SERVICEMAN WILL BE SENT IF IT IS AN EMERGENCY. FRAUDULENT EMERGENCY CALL WILL RESULT IN THE TENANT BEING CHARGED AT THE SERVICEMAN'S OVERTIME RATE.

OTHER EMERGENCIES:

- | | |
|---|--------------|
| 1.POLICE DEPARTMENT EMERGENCY | 911 |
| 2.POLICE DEPT. | 201-858-6900 |
| 3.COMMUNITY ORIENTATED POLICE OFFICERS | 201-858-7888 |
| 4.FIRE DEPT. EMERGENCY | 911 |
| 5.ALL OTHER FIRE DEPT. CALLS | 201-858-6005 |
| 6.AMBULANCE SERVICE | 201-858-1200 |

BRIDGEVIEW MANOR AND POST ROAD GARDENS FOLLOW SLIGHTLY DIFFERENT REGULATIONS. KINDLY CONTACT THE AUTHORITY'S MAIN OFFICE IF THERE ARE ANY QUESTIONS.

I/We have received a copy of this Handbook, Appendix A to the Lease, and acknowledge specifically that it is a part of the lease and that I/We have read and understood its contents.

All adult (anyone 18 years of age or older) household members must sign below.

_____ Tenant (Head of Household) Signature	_____ Date
_____ Tenant (18 years of age or older) Signature	_____ Date
_____ Tenant (18 years of age or older) Signature	_____ Date
_____ Tenant (18 years of age or older) Signature	_____ Date
_____ Tenant (18 years of age or older) Signature	_____ Date

Housing Authority of the City of Bayonne

**By: _____
John T. Mahon Executive Director**

Revised November 2001

THIS DOCUMENT IS BEING EXECUTED IN (2) TWO ORIGINALS

HOUSING AUTHORITY OF THE CITY OF BAYONNE

AMENDED ONE STRIKE POLICY

ALL NEW LANGUAGE HAS BEEN UNDERLINED AND ITALICIZED.

A. Applicant Conduct

1. Any applicant for admission to low-income housing and/or Post Road Gardens only, in accordance with the Housing Opportunity Program Extension Act, that has been evicted from public housing or any Section 8 rental assistance programs for drug related criminal activity is ineligible for admission to any public housing and Section 8 rental assistance programs for a (3) three-year period, beginning from the date of eviction. The evicted family becomes eligible for readmission, however, if the individual who engaged in the activity has successfully completed a rehabilitation program approved by the Housing Authority of the City of Bayonne (the "Authority") or if the Authority determines that the circumstances leading to the eviction no longer exist.
2. Any sex offenders who are subject to a lifetime registration requirement under a State Sex offenders' registration program will be denied admission permanently to public housing or any Section 8 rental assistance programs.
3. Any persons convicted of manufacturing or producing methamphetamine are ineligible permanently for admission to public housing and any other Section 8 assisted housing.

B. Resident Conduct

1. Any criminal activity, on or off the Authority's premises, *that* threatens the health, safety or right to peaceful enjoyment of the premises by other residents or Authority employees.
2. Any drug related criminal activity, is cause for eviction, whether on or near the Authority's premises, or any activity by a resident in which the Authority determines that a resident is illegally using a controlled substance is cause for eviction.
3. A tenancy may be terminated and the household evicted when the tenant, any member of the tenant's household, or a guest (as defined to be a person on the premises with the consent of a household member) engages in criminal activity described above.
4. In accordance with P.L. 104-120, the Authority prohibits continued occupancy in any public housing dwelling unit for any person whom the Authority determines is illegally using a controlled substance.

5. The Authority shall terminate the tenancy of any low-income and / or Post Road Gardens resident:
 - a. Who is determined to be illegally using a controlled substance;
 - b. Whose illegal use of a controlled substance, or abuse (or pattern of abuse) or abuse (or pattern of abuse) of alcohol when the Authority reasonably believes that such illegal use or pattern of abuse, may interfere with the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents of the development or employees of the Authority;
 - c. Who willfully allows the leased unit to be used to store, manufacture, distribute or facilitate the use of illegal narcotics;
 - d. Who is convicted of producing methamphetamine in a building or complex assisted under the public housing or any Section 8 housing program and administered by the Authority;
 - e. Any public housing resident or any Section 8 housing recipient who is fleeing to avoid prosecution or custody or confinement after conviction, for a felony (or a high misdemeanor in New Jersey); or
 - f. Any public housing resident or any Section 8 housing recipient who is violating a condition of probation or parole imposed under federal or state law;
 - g. The Authority will provide to Federal, State or local law enforcement officials information concerning assistance recipients whom the officials are pursuing for violating parole or fleeing to avoid prosecution.
6. All tenants must assure that the tenant, any member of the tenant's household, guest of other person(s) under the tenant's control, shall not:
 - a. Engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or Authority employees;
 - b. Engage in any drug-related criminal activity on or off such premises;
 - c. Abuse alcohol that threatens the health, safety, and peaceful enjoyment of the Authority's residents or employees; and/or
 - d. Display, use or possess or allow members of the tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of New Jersey, anywhere on or off the property of the Authority.

Drug related criminal activity means the illegal manufacture, sale, distribution or use of a drug , or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

C. Authority Evictions

1. Drug related or criminal activity, in violation of this lease provision, will be treated as a serious violation of the material terms of this lease. The Authority will seek eviction, under appropriate laws and statues, of any resident determined to be in violation of the material terms of the lease.
2. Under terms of Federal Law, State Law and this lease, the Authority may evict the tenant by judicial action for criminal activity if the Authority determines that the covered person has engaged in the criminal activity, regardless of whether 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 not evict on the basis of suspicion or rumor. The Authority must prove in court that a tenant has violated the lease.
4. Upon entering into the lease agreement, Tenants promise to abide by its terms. Tenants have an affirmative obligation to assure that neither they nor any member of their household or guest or anyone else under their control, by virtue of having been invited to the premises, will engage in prohibited drug or other criminal activities. The Authority may evict the entire household when household member or guest commits a crime in violation of the lease provisions. The Tenant has promised in the lease to ensure a crime free household. The Tenant is responsible for the household.
5. If the Authority seeks to terminate the tenancy for criminal activity, as shown by a criminal record, the Authority shall provide the subject of an accessed criminal record and the applicant or tenant a copy of the record and an opportunity to dispute the accuracy and relevance of information. This opportunity must be provided before the denial of admission, eviction or lease enforcement action on the basis of such information.

The Authority will handle all the above noted eviction cases on an individual basis. These provisions, known as the Drug Abuse and Other Criminal Activity provisions, will be implemented and enforced even handily. Similar lease violations in similar circumstances will result in similar sanctions.

D. Factors Considered in Determining to Evict A Household

The factors to be considered in determining whether to seek the eviction of a household are as follows:

1. The magnitude and seriousness of the offense. All drug offenses are serious and it is reasonable to have a strict policy which allocates relatively scarce affordable housing resources to those who abide by the rules and remain free of drug activity. However, a less serious non-frequent indiscretion by a member of the household cannot be equated with the most serious offense *i.e.* performing as a drug merchant or committing of violent acts. The Authority will review closely, cases in which the offense is relatively less serious.
2. Authority intervention by staff who work with families on a voluntary basis. If the family is participating fully and, most importantly, making sufficient progress in a plan to correct a drug problem, such will be taken into account in determining whether to seek eviction.
3. The knowledge and/or ability to know of the offense by the head of household. For example, consideration of sanctions, other than the eviction, might be made if the offense was committed by a household member, off the site and out of the control of the head of household.
4. Frequency of violations. If a family is cited by Management more than once for serious lease violations, repeated violations by the same family unit indicates a lack of ability or motivation to abide by the rules.

E. Rehabilitation of Abuse Problems

In determining whether to evict a resident based on a pattern of use of a controlled substance or a pattern of abuse of alcohol, the Authority may consider, if presented by the resident, whether such person:

1. Has completed successfully a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
3. Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).

F. Alternate Sanctions

The sanctions other than eviction of the entire household, which may be considered are: Agreements made in court, on the court record in which the resident:

- a. Acknowledges the offense;

- b. Agrees to take action to ensure that the offense is not repeated, e.g., removed from the household of the offending member; and
 - c. Consents to a judgment for possession which the Authority agrees not to execute for one (1) or more years unless the agreement to take action above is violated, e.g., the offending person returns as a resident or guest of the household or there is another serious lease violation. The consent judgment will require only that the Authority prove violation of the agreement, not subsequent lease violations or criminal conduct.
1. In some cases, the Authority may require affidavits or agreements from residents in lieu of termination of tenancy.
 2. In some minor cases, the Authority may issue a written warning in the form of a legal notice to cease.

Consideration of alternate sanctions will not be given if the criminal act is committed by the head of household or spouse while on the Authority's premises.

G. Protecting Resident Due Process Rights

1. Tenants shall be entitled to written notice of determination to terminate tenancy. In accordance with the notice provisions described in the dwelling lease. A reasonable time shall be not less than five (5) days or more than fourteen (14) days as determined by the urgency of the situation.
2. The Authority has a clear responsibility to protect the health and safety of all residents and will take appropriate action to do so. Any pattern of violent or criminal activity will be construed to be a threat to the safety of other residents.
3. After a notice of termination is issued, the tenant shall have the right to an informal hearing before the Executive Director or his designee. The Tenant may be represented by an attorney or other party at this informal hearing. The Authority's counsel will attend normally and provide to the Tenant a summary of the hearing and any determinations reached.
4. Prior to a court hearing, the Tenant will have a right to review any relevant document, regulations, or records directly related to the termination and eviction.
5. The policy will be posted in the Authority's main office. In turn, the Authority will make copies available upon request.

H. Post Office Notification:

The Authority will notify the local "main" post office providing service to the unit when an individual or family is evicted for criminal activity. The intent is to prevent the return of the former Tenant/s to the development to obtain mail.

Violations of this policy shall be considered to be a serious breach of the material terms of the Lease. A criminal conviction or arrest is not necessary for the Lease Agreement to be terminated and for eviction proceedings to be instituted. Criminal activity is cause for eviction without arrest or conviction.

I/we have received a copy of this Amended One Strike Policy and have had an opportunity to ask questions about the policy.

All adult (anyone 18 years of age or older) household members must sign below.

Tenant (Head of Household) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Tenant (18 years of age or older) Signature

Date

Housing Authority of the City of Bayonne

By: _____

John Mahon, Executive Director

Revised November, 2001

THIS DOCUMENT IS BEING EXECUTED IN 2 (TWO) ORIGINALS

PARKING PERMIT POLICY

BRIDGEVIEW MANOR

EACH TENANT REQUESTING A PARKING PERMIT MUST COME TO THE ADMINISTRATION OFFICE OF THE HOUSING AUTHORITY OF THE CITY OF BAYONNE (THE "AUTHORITY") WITH THE FOLLOWING:

A CURRENT DRIVER'S LICENSE IN THE TENANT'S NAME AND CURRENT ADDRESS.

A CURRENT REGISTRATION IN THE TENANT'S NAME AND CURRENT ADDRESS. IT CANNOT BE REGISTERED TO ANY OTHER PERSON, I.E.SON, DAUGHTER ETC..

TENANT MUST SHOW PROOF OF INSURANCE IN THE TENANT'S NAME AND CURRENT ADDRESS

ONLY ONE (1) PERMIT WILL BE GIVEN OUT PER FAMILY UNLESS OTHERWISE DETERMINED BY MANAGEMENT

CAR TAG MUST BE PLACED IN THE REAR WINDOW ON THE DRIVER'S SIDE.

WHEN CHANGING CARS, (I.E. PURCHASE/LEASE NEW CAR) TENANTS MUST PROVIDE THE NEW INFORMATION TO THE MAIN OFFICE

PARKING PERMIT POLICY

PUBLIC HOUSING

EACH TENANT REQUESTING A PARKING PERMIT MUST COME TO THE ADMINISTRATION OFFICE OF THE HOUSING AUTHORITY OF THE CITY OF BAYONNE (THE "AUTHORITY") WITH THE FOLLOWING:

A CURRENT DRIVER'S LICENSE IN THE TENANT'S NAME AND CURRENT ADDRESS.

A CURRENT REGISTRATION IN THE TENANT'S NAME AND CURRENT ADDRESS. IT CANNOT BE REGISTERED TO ANY OTHER PERSON, I.E.SON, DAUGHTER ETC..

TENANT MUST SHOW PROFF OF INSURANCE IN THE TENANT'S NAME AND CURRENT ADDRESS

ONLY ONE (1) PERMIT WILL BE GIVEN OUT PER FAMILY UNLESS OTHERWISE DETERMINED BY MANAGEMENT

CAR STICKER MUST BE PLACED IN THE REAR WINDOW ON THE DRIVER'S SIDE.

WHEN CHANGING CARS, (I.E. PURCHASE/LEASE NEW CAR) TENANTS MUST PROVIDE THE NEW INFORMATION TO THE MAIN OFFICE

EXHIBIT G

Housing Authority of the City of Bayonne

Pet Policy

Purpose: This policy applies only to residents of low - income housing and Post Road Gardens units, owned and/or operated by the Housing Authority of the City of Bayonne (the "Authority"). The purpose of the Authority's pet policy is to ensure that those residents who desire common household pets, or who require service animals of any kind, such as seeing eye dogs, are responsible pet owners and that those who do not desire such pets or animals are not inconvenienced by pets on the premises. It also is intended to ensure that pets on premises are properly cared for. Further goals of this policy are to ensure a decent, safe and sanitary living environment for existing and prospective tenants and to protect and preserve the physical condition of the premises and financial interest of the Authority. Pets may not leave the owner's apartment except where noted. Such pets will not be allowed to roam either in the Authority's buildings or on the grounds.

Service animals deemed to be necessary as a reasonable accommodation to a tenant, in accordance with the Authority's reasonable accommodations policy, Are excluded from several provisions of this Policy. However, in all cases, the tenant requiring the service animal must permit the Authority to photograph the service animal annually and must ensure that the service animal is compliant with all applicable state regulations and/or municipal regulations. Additionally, and regardless of said service animal, all provisions of the lease apply to the tenant, such as, but not limited to the obligation to maintain the premises in a clean and sanitary condition and not disturbing their neighbors' right to the peaceful and safe enjoyment of the leased premises.

Owning a pet within the Authority's properties is a privilege that must not be abused.

I. Implementation and Grand-Fathering of Pets

All pets currently owned by the senior citizen/handicapped residents of the Authority in accordance with P.L. 1990, C. 55 and 24 CFR 924 and who have been issued pet permits by the Authority already are hereby grandfathered and will be issued a new pet permit provided that the owners meet the requirements of the pet permit as described below.

II. Security Deposit Pet Permit

The Authority will waive the security deposit for physically disabled tenants (as that term is defined by the American with Disabilities Act) who are in need of a service animal, such as a seeing eye dog. However, for all other residents, a security deposit equal to the amount of three hundred dollars (\$300.00) for a dog or cat or other domesticated animals approved by the Executive Director or his designee, plus the utility allowance for the unit, if applicable, will be paid to the Authority at the time the pet permit is issued. The deposit amount for a bird cage or fish tank is \$ 50.00 (limit of two (2) twenty (20) gallon tanks per household) .

If a payment arrangement is needed, the resident must notify the Authority prior to the issuance of the pet permit. These payment arrangements may not exceed a six (6) month period for dogs and cats and other domesticated animals approved by the Executive Director or his designee and a two (2) month period for birds and fish. The security deposit will not be used for damages caused by the pet during your tenancy. The security deposit will be used for any damages noted during the tenant's vacate inspection.

Generally, the Authority will refund any unused portion of the pet deposit to the tenant within thirty (30) days after the resident vacates from the apartment. Any exceptions to this provision will be considered on a case by case basis and any exception will be solely based on the Authority's judgement. The pet deposit is not part of the rent payable by the tenant and will be held in an interest bearing account, with the interest payable to the resident. This interest will not be used in the resident's rent calculation. The Authority will notify the resident of the institution where the security deposit is being held and the corresponding account number.

Please note that if the resident removes permanently the registered pet from the unit or the pet dies, the pet deposit will not be refunded until the entire household vacates the unit. Any exceptions to this provision will be considered on a case by case basis and any exception will be solely based on the Authority's judgement. Also, any subsequent pet must meet the conditions of this policy. Therefore, a new pet permit application must be filed with the Authority prior to the pet's residency within the resident's unit. In this case, the security deposit will be waived.

III. Damages

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the Authority whether the

damages are within the apartment or outside on the grounds, including any part of the building itself. This includes shrubbery, walls, windows, rugs etc.. The Executive Director or his designee will assess reasonable costs for damages.

Damages caused by a pet, as determined by an inspection, shall be corrected by management at full repair/replacement cost at the time of discovery of damage. Residents will be billed for the full repair cost at time of repair. Pet blankets, clothing, bedding, etc. are not to be cleaned or washed in the laundry room for hygienic reasons. Tenants will not alter their unit or outside areas to create an enclosure for the animal. Nor will the tenant chain or tie the pet to any furniture or appliance.

VISITORS/GUESTS, EXCEPT FOR PHYSICALLY DISABLED PERSONS WHO REQUIRE A SERVICE ANIMAL, MAY NOT BRING THEIR PETS ONTO AUTHORITY PROPERTY AT ANY TIME FOR ANY REASON.

IV. Development/ Site Compliance

All developments and scattered site neighborhoods will abide by all provisions in the Pet Policy.

Prior to bringing the pet into a tenant's residence, an application must be filed at the Authority's administrative office located at 50 East 21st Street, Bayonne, NJ 07002. If the pet owner is a household member age eighteen (18) years or older, both the head of household and the adult owner must sign the application for the pet permit. Both individuals will be held accountable for the provisions of this policy. In the event that the pet owner is a minor under the age of eighteen (18), the head of household will be the only signatory.

V. Definition of Pet

Common Household pets (excluding service animals for physically handicapped persons), are defined as:

- A. Domesticated dogs, not to exceed thirty-five (35) pounds in weight, fully grown, and meeting the other requirements of this policy.
Dogs of a vicious or aggressive disposition will not be permitted.
- B. Domesticated cats, not exceeding twenty five (25) pounds in weight, fully grown, and meeting the other requirements of this policy.

- C. Fish in an approved tank, not exceeding twenty (20) gallons of water (limit of two (2) twenty (20) gallon tanks per household).
- D. Domesticated, caged small birds such as parakeets or canaries
- E. Other domesticated animals will be reviewed by the Executive Director or his designee on a case by case basis.
- F. Reptiles, insects, non-domesticated rodents, farm animals and birds of prey are not permitted.
- G. Residents are expressly prohibited from feeding or harboring stray animals.
- H. Potentially dangerous species are not permitted. This is defined to mean any exotic mammals, birds, reptiles or amphibians or non-game species, which in the opinion of the New Jersey Division of Fish and Wildlife, is capable of inflicting serious or fatal injuries or which has the potential to become an agricultural pest, or a menace to the public health or indigenous wildlife populations. These include, but are not limited to monkeys, baboons, apes, bears, cobras, crocodiles and alligators. A more complete list is available at the office.

VI. Pet Application Registration

All pets must be photographed by the Authority. In regard to fish, an Authority representative will photograph an empty tank in your home prior to the issuance of a pet permit. This is to ensure that the permitted size will be utilized. Once the pet permit is issued, an Authority representative will photograph the tank in its habituated state. Dogs and cats will be weighed at the Authority. A pet permit will only be issued once the following conditions of the policy have been met.

- A. The resident (pet owner) must be listed on the most recent lease agreement with the Authority. The household cannot be in arrears in rent.
- B. The resident must file a Certificate of Municipal Registration of the pet in accordance with local ordinance Chapter IX, Section 9 2.1A for dogs and Chapter IX, Section 9A-2.7 for cats. Other domesticated animals will be approved by the Executive Director or his designee on a case by case basis only.

- C. The resident must sign a statement that he/she will assume all personal financial responsibility for damage to any personal or Authority property caused by the pet and will assume personal responsibility and liability for personal injury to any party caused by said pet.
- D. The resident must submit the name, address and telephone number of the attending veterinarian to the Authority either annually or whenever there is a change of veterinarian.
- E. The resident must certify and agree to the terms and conditions of the management of said pet and acknowledges that the pet permit can be revoked after two (2) warning notices for failure to follow the pet management rules. Upon revocation of this permit, the resident must remove permanently the pet from the premises within seven (7) calendar days from the date of the notice. Failure to do so may result in termination of the apartment dwelling lease.
- F. No more than one (1) animal shall be permitted per unit with the exception of fish.
- G. All pet permits are valid for one (1) year only. Therefore, the permit must be renewed annually. (See attached Schedule A for renewal dates). The resident must apply for the pet permit at least ten (10) calendar days prior to the expiration of the current permit. Failure to renew the pet permit annually during the specified time period will revoke automatically your pet permit. All of the conditions of this policy must be met prior to the issuance of a new permit. Residents must file evidence, in the form of an acceptable certificate from the veterinarian, establishing that the pet is in good health and that the animal has had the proper current medical shots. For cats and dogs, the inoculations must include, but not limited to, distemper and rabies. Other inoculations may be required, as recommended by the veterinarian, or that are required by state or local law, ordinance or regulation. The resident must also ensure for proper grooming, exercise and nutrition of the pet.

VII. Pet Management Plan

- A. Neutering: Neutering of dogs and cats is recommended. If the resident chooses not to have the pet neutered and the pet is disruptive (howling, odors, spraying, chirping etc.), it may be removed from the premises pursuant to the section entitled, "Revocation of Pet Permit".
- B. Pet Offspring: No pet, already pregnant, may be introduced into any unit. No pet offspring will be allowed. Residents are advised that pets that become pregnant while residing in Authority properties are often pets that have been allowed to roam, escaping the attention of their owner. Such pets and free roaming pets may be removed from the premises pursuant to the section entitled, "Revocation of Pet Permit".
- C. Pet Behavior: If, in the opinion of the Executive Director or his designee, and after two (2) written warnings to the resident, a pet continues to be obstreperous, noisy and a nuisance to neighbors, the pet may be removed from the premises pursuant to the section entitled, "Revocation of Pet Policy".
- D. Bird cages and fish tanks must be cleaned frequently during the week.
- E. Dogs may pass through the halls, elevators and public spaces for the purpose of being walked, veterinarian visits and going on vacation. The dog must be leashed and must wear proper identification and rabies tag when in transit and muzzled, if required. The leash must be no more than 6 (six) feet long. Retractable leashes are prohibited inside the building or any Authority premises. Dogs are not permitted to roam at will nor are they allowed to be left alone outside of the unit or secured to any outside fixtures. Pets are not allowed to defecate or urinate on Authority property. Resident owners must comply with the City of Bayonne's regulations on pet defecation.

If a dog defecates on Authority property, the resident owner is responsible for removing and properly disposing of said waste. If this is not done, this may be grounds for removal of the pet from the premises pursuant to the section entitled, "Revocation of Pet Permit". If the dog urinates on the grass, shrubs, trees or flowers on Authority grounds, the resident owner will be responsible for any and all replacement costs of damage incurred. The pet will be removed after two (2) warnings pursuant to the section entitled, "Revocation of Pet Permit".

- F. Cats: Cats will not be permitted outside of a resident's apartment unless they are either caged or in a carry box when in transit. They may not

room at will. Cats may pass through halls, elevators or public spaces only for the purpose of going to the veterinarian or going on vacation. Cats must use litter pans and may not use the grounds to defecate.

Commercial cat litter (not sand, newspaper or dirt) must be used in a litter pan. Pans must be cleaned daily and kept odor free. The Authority will provide a receptacle for litter disposal at the following sites: 535 Avenue A, 537 Avenue A, 30 East 50th Street, 159 West 2nd Street, 24 East 21st Street, and 50 East 21st Street. A correspondence indicating the location of the receptacle will be sent to each pet owner residing in these locations. Other site locations must dispose of litter by taking the secured bag to the first floor chute of the building for disposal. All pet owners must place litter in a double bag and tie securely. If a pan liner is utilized, it still must be placed in a double bag and tied securely.

Pet waste must be discarded immediately and not stored in the unit. Litter must not be flushed down the toilets, sinks or bathtubs (regardless of product claims). The head of household will be responsible for the cost of repairs or replacements of any damaged toilets or pipes and these actions can result in the revocation of the pet permit.

- G. The resident agrees to manage the pet in such a way that it does not contribute to complaints from other tenants regarding behavior and activities of said pet.
- H. **Absence of Owner:** No pet may be unattended for more than twenty-four (24) hours, except in the case of a dog which shall be for no more than twelve (12) hours. If a resident owner wants to go on vacation or becomes ill, arrangements must be made in advance for proper care of the pet. If the Executive Director, or his designee, finds the pet not properly cared for, the pet will be immediately removed from the unit after twenty-four (24) hours and remanded to the pound, kennel or other appropriate authorities. The head of household will be solely responsible to pay for any and all costs for the care of the pet in a pet care facility.

In the event of an emergency, which would render the resident unable to care for the pet, the resident agrees to file a Pet Emergency Care Plan with the Authority and agrees to hold the Authority and its employees harmless of any liability in connection with the Pet Emergency Care Plan.

- I. Whenever an Authority employee or its representative are in the unit, whether it be for a tenant initiated work order, an emergent

situation or for an inspection, the dog must be restrained in an area separate and apart from these individuals. Maintenance work will not be done in an apartment when the tenant is not present and there is a dog in the unit.

- J. In the event that there are fleas in the apartment, the tenant agrees to pay for the defleaing of the unit, by the Authority's professional exterminator.

VII. Inspection of Apartment

Apartments containing pets must be kept clean and free of odors at all times. The resident agrees, as a condition of accepting the pet permit, that the resident's apartment will be available for inspection for compliance of pet policy at any time during working hours with thirty (30) minutes notice. Pet owners also agree to pictures being taken of the pet and living conditions during these inspections.

IX. Revocation of Pet Permit

1. A pet may be removed from the premises pursuant to any state or local laws, ordinance or regulations, or pursuant to the Authority's grievance hearing procedure. The Authority reserves the right to choose the most expeditious remedy, process or procedure available according to the circumstances or urgency of the case.
2. In the event that state or local laws, ordinances or regulations differ or conflict with the provisions or requirements of the Authority grievance procedure in any way, the Executive Director, or his designee, may pursue the most expeditious remedy or procedure, to the exclusion of the Authority grievance procedure as permitted by law and 24 Code of Federal Regulations Part 942.
3. Nothing contained herein will prohibit the Authority or an appropriate community authority from requiring the removal of any pet from a premises if the pet's conduct or condition is duly determined to constitute, under the provisions of state or local law, a nuisance or a threat to the health or safety of other occupants of the Authority premises or other persons in the community where the project is located. This includes, but not limited to, situations in which immediate action is needed for removal of any pet from the premises pursuant to state or local laws, ordinances or regulations to preserve the health, safety or welfare of the pet, or the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.

4. Tenants are advised that pets may, among other things, be seized, impounded and disposed of for a variety of state and local animal violations including, but not limited to: stray pets, pets creating a threat to public health, safety or welfare, injury caused by pets and cruelty to pets.
5. In cases in which state or local remedies, processes or procedures are not utilized initially for removal of the pet, any decisions made by the Executive Director that a pet must be removed from the premises shall be presented in writing to the owner, in which case the owner may request a grievance hearing pursuant to the Authority's grievance procedure.
6. The Authority may revoke a tenant's pet permit and require the tenant to remove the pet from the premises when the Authority determines that any of the following exist:
 - a. The tenant's refusal to comply with these rules and regulations governing domesticated animals, constitutes a violation of federal, state, or local building health or use code;
 - b. The tenant fails to care properly for the pet;
 - c. The tenant fails to control properly the pet by using a leash, if appropriate, or other necessary safety device, when walking or taking the pet to and from the dwelling unit;
 - d. The pet has caused damage to the apartment, common areas, personal property or persons;
 - e. The pet has bitten, scratched or caused injury to any person;
 - f. The pet makes animal sounds that are generally annoying to tenants and management, for example, loud barking dogs or loud meowing cats;
 - g. The pet repeatedly defecates or urinates in the apartment, common area or grounds;
 - h. Upon expiration of municipal animal license; or
 - i. Upon death of the pet; or

- j. Documented medical conditions of tenants affected by the presence of an animal in their unit.

X. Death of Pet

The pet owner is responsible for arranging for disposal of any pet. The remains of the pet must be removed from the Authority's property within twenty-four (24) hours of the pet's demise. In addition documentation from the veterinarian or the agency disposing of the pet's remains must be submitted to the Authority within ten (10) days of the pet's demise.

XI. Vacating Resident Owner

The pet owner must pay the full fees for professional rug shampooing, if applicable, deodorizing and/or defleaing of the apartment if, in the judgment of the Executive Director, or his designee, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security deposit.

XII. Incorporation into Lease

This pet policy is incorporated by reference into the lease of each Authority tenant. The tenant agrees to this as evidenced by his/her signature on schedule B.

XIII. Grievance Hearing

In the event an applicant for a pet permit is denied the permit, the tenant may request an informal grievance hearing.

Revised November, 2001

RENTAL CALCULATION/SCHEDULE OF RENTS

ALL RENTS ARE CALCULATED UPON THIRTY (30%) PERCENT OF THE TENANTS ADJUSTED GROSS INCOME, EXCEPT FOR THOSE TENANTS WHO ELECT THE FLAT RENT.

RENT CALCULATION IS AS FOLLOWS:

1. ALL CURRENT YEAR INCOME IS REQUESTED.
2. DEDUCTIONS THAT ARE APPLICABLE TO THE HOUSEHOLD ARE GIVEN (EX. CHILDCARE EXPENSES, MEDICAL EXPENSES (FOR THOSE 62 YEARS OR OLDER AND ELDERLY OR DISABLED DEDUCTION)
3. THREE (3%) PERCENT OF ADJUSTED GROSS INCOME IS SUBTRACTED FROM ALL OUT OF POCKET MEDICAL EXPENSES.

EXHIBIT E

SCHEDULE OF FLAT RENTS

THE HOUSING AUTHORITY OF THE CITY OF BAYONNE (THE "AUTHORITY") AFTER SURVEYING VARIOUS CURRENT LOCAL NEWSPAPERS, REAL ESTATE AGENCIES AND THE RENT CONTROL BOARD IN THE CITY HALL OF BAYONNE HAVE DECIDED THE FOLLOWING AS FLAT RENTS:

STUDIO UNIT	\$601.00
ONE BEDROOM	\$709.00
TWO BEDROOM	\$826.00
THREE BEDROOM	\$1,018.00
FOUR BEDROOM	\$1,050.00
FIVE BEDROOM	\$1,050.00

EXHIBIT D

SCHEDULE OF MOVE OUT CHARGES

1. Toilet replacement	\$ 75.00 and up
2. Toilet seats	\$ 10.00 and up
3. Light fixture replacement	\$ 20.00 and up
4. Removal of ceiling fan	\$ 20.00
5. Exterior door replacement	\$ 300.00 and up
6. Exterior door lock	\$ 85.00 and up
7. Interior door replacement	\$ 45.00
8. Removal of Carpet	\$ 50.00
9. Bathroom sinks	\$ 200.00 and up
10. Rehang bathroom sink	\$ 30.00 and up
11. Refrigerator	\$ 335.00
12. Stoves	\$ 220.00 and up
13. Windows	\$ 45.00
14. Screens	\$ 10.00
15. Medicine Cabinet	\$ 20.00
16. Removal of furniture/cleaning	\$ 50.00 to \$ 200.00

REVISED 2/00

EXHIBIT I

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Bayonne	Grant Type and Number Capital Fund Program Grant No: NJ39P01250103 Replacement Housing Factor Grant:	Federal FY of Grant: 2003
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Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no: 4)
 Performance and Evaluation Report for Period Ending: 12/31/06
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original(Rev #3)	Revised #4	Obligated	Expended
1	Total non CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	\$297,558	\$256,040	\$256,040	\$256,040
4	1410 Administration	\$89,400	\$89,400	\$89,400	\$89,400
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$203,520	\$203,861	\$203,861	\$140,975
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$1,977,644	\$2,018,821	\$2,018,821	\$1,981,666
11	1465.1 Dwelling Equipment -- Non-expendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization Expenses or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant (Sum of lines 2-19)	\$2,568,122	\$2,568,122	\$2,568,122	\$2,468,081
22	Amount of line 20 Related to LBP Activities				
23	Amount of line 20 Related to Section 504 Compliance				
24	Amount of line 20 Related to Security - Soft Costs		\$256,040	\$256,040	\$256,040
25	Amount of line 20 Related to Security - Hard Costs				
26	Amount of line 20 Related to Energy Conservation Measures				

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name:		Grant Type and Number			Federal FFY of Grant: 2003			
Housing Authority of the City of Bayonne		Capital Fund Program Grant No: NJ39P1 NJ39P01250103 Replacement Housing Factor Grant No:						
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Administration	Technical Salaries	1410.0		\$55,000	\$55,000	\$55,000	\$55,000	
	Employee Benefits	1410.0		\$0	\$0	\$0	\$0	
	Sundry Costs	1410.0		\$0	\$0	\$0	\$0	
	Legal	1410.0		\$34,400	\$34,400	\$34,400	\$34,400	
				\$89,400	\$89,400	\$89,400	\$89,400	
Management Improvements	Staff Training-Computer Proficiency							
	Intro for Novices	1408.0		\$0	\$0	\$0	\$0	
	Basic Programs	1408.0		\$0	\$0	\$0	\$0	
	Specialized Programs	1408.0		\$0	\$0	\$0	\$0	
	Staff Training-Time Management	1408.0		\$0	\$0	\$0	\$0	
	Staff Training-Customer Service	1408.0		\$0	\$0	\$0	\$0	
	Maintenance Training							
	Estimating /Scheduling	1408.0		\$0	\$0	\$0	\$0	
	Staff Management	1408.0		\$0	\$0	\$0	\$0	
	Computer Proficiency	1408.0		\$0	\$0	\$0	\$0	
	Resident Initiatives							
	Agency Resident Initiatives	1408.0		\$0	\$0	\$0	\$0	
	Tenant Concil Training	1408.0		\$0	\$0	\$0	\$0	
	Resident Security Program							
	Community Policing Initiative - Drug							
	Elimination/Education Programs	1408.0		\$114,855	\$114,855	\$114,855	\$114,855	
	Community Policing Initiative - Security	1408.0		\$141,185	\$141,185	\$141,185	\$141,185	
				\$256,040	\$256,040	\$256,040	\$256,040	

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name:		Grant Type and Number				Federal FFY of Grant: 2003		
Housing Authority of the City of Bayonne		Capital Fund Program Grant No: NJ39P01250103 Replacement Housing Factor Grant No:						
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Fleet Replacement & Acquisition	1475.0		\$0	\$0	\$0	\$0	
	Office Equipment							
	Computer Hardware	1475.0		\$0	\$0	\$0	\$0	
	Office Equipment	1475.0		\$0	\$0	\$0	\$0	
				\$0	\$0	\$0	\$0	
	A & E Fees and Costs							
	A/E Fees	1430.0		\$0	\$0	\$0	\$0	
	Mod Coordinator/Inspections	1430.0		\$75,551	\$78,539	\$78,539	\$32,369	
	CGP Related Planning Costs	1430.0		\$6,895	\$6,895	\$6,895	\$6,895	
				\$82,446	\$85,434	\$85,434	\$39,264	
	PHYSICAL IMPROVEMENT COSTS							
	Authority wide							
	Lead Base Paint	1460.0	100%	\$5,055	\$5,055	\$5,055	\$5,055	
	Doors	1460.0	100%	\$329,900	\$329,900	\$329,900	\$329,900	
	Water Services	1460.0	100%	\$104,000	\$104,000	\$104,000	\$104,000	
	A & E Services	1430.0	100%	\$110,691	\$107,703	\$107,703	\$90,987	
				\$549,646	\$546,658	\$546,658	\$529,942	
	NJ12-4 LaTourette Gardens							
	Public Areas							
	Windows	1460.0	100%	\$330,000	\$330,000	\$330,000	\$330,000	
				\$330,000	\$330,000	\$330,000	\$330,000	

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name:		Grant Type and Number			Federal FFY of Grant: 2003			
Housing Authority of the City of Bayonne		Capital Fund Program Grant No: NJ39P01250103						
		Replacement Housing Factor Grant No:						
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
NJ12-2/5 Bergen Point Gardens/Kill Van Kull								
	Public Areas							
	Drainage	1460.0	100%	\$29,140	\$29,140	\$29,140	\$29,140	
	Electrical Work	1460.0	100%	\$21,955	\$21,955	\$21,955	\$0	
	<i>A & E Services</i>	1430.0	100%	\$0	\$0	\$0	\$0	
				\$51,095	\$51,095	\$51,095	\$29,140	
NJ12-7/8 Constable Hook/Back Bay Gardens								
	Dwelling Units							
	Access Controls	1460.0	100%	\$80,000	\$80,000	\$80,000	\$64,800	
	Replace Bathrooms	1460.0	100%	\$1,118,771	\$1,118,771	\$1,118,771	\$1,118,771	
	<i>A & E Services</i>	1430.0	100%	\$0	\$0	\$0	\$0	
				\$1,198,771	\$1,198,771	\$1,198,771	\$1,183,571	
NJ12-9 Scattered Sites								
	Comprehensive Modernization							
	29-31 East 17th Street Comp Mod	1460.0	100%	\$0	\$0	\$0	\$0	
	<i>A&E Services</i>	1430.0	100%	\$10,724	\$10,724	\$10,724	\$10,724	
				\$10,724	\$10,724	\$10,724	\$10,724	
	Contingency	1502.0		\$0	\$0	\$0	\$0	

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of Bayonne		Grant Type and Number: Capital Fund Program No: NJ39PO1250103 Replacement Housing Factor No:				Federal FY of Grant: 2003	
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised #1	Actual	Original	Revised #1	Actual	
NJ12-3 Centerville Gardens	Sep-05		Sep-05	Sep-07			
NJ12-4 LaTourette Gardens	Sep-05		Sep-05	Sep-07			
NJ12-6B Eastside Gardens	Sep-05		Sep-05	Sep-07			
NJ12-8 Back Bay Gardens	Sep-05		Sep-05	Sep-07			
NJ12-9 Scattered Sites	Sep-05		Sep-05	Sep-07			
Authority-Wide Programs	Sep-05		Sep-05	Sep-07			

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Bayonne	Grant Type and Number Capital Fund Program Grant No: NJ39PO1250203 Replacement Housing Factor Grant:	Federal FY of Grant: 2003
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Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no: 2)
 Performance and Evaluation Report for Period Ending:12/31/2006
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Revised #1	Revised #2	Obligated	Expended
1	Total non CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	\$100,000	\$50,000	\$50,000	\$50,000
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$10,000	\$20,000	\$20,000	\$15,517
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$401,817	\$441,817	\$441,817	\$441,817
11	1465.1 Dwelling Equipment -- Non-expendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization Expenses or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant (Sum of lines 2-19)	\$511,817	\$511,817	\$511,817	\$507,334
22	Amount of line 20 Related to LBP Activities				
23	Amount of line 20 Related to Section 504 Compliance				
24	Amount of line 20 Related to Security - Soft Costs	\$100,000	\$50,000	\$50,000	\$50,000
25	Amount of line 20 Related to Security - Hard Costs				
26	Amount of line 20 Related to Energy Conservation Measures				

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Bayonne		Grant Type and Number Capital Fund Program Grant No: NJ39PO50203 Replacement Housing Factor Grant No:			Federal FFY of Grant: 2003			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Administration	Technical Salaries	1410.0		\$0				
	Employee Benefits	1410.0		\$0				
	Sundry Costs	1410.0		\$0				
	Legal	1410.0		\$0				
				\$0				
Management Improvements	Staff Training-Computer Proficiency							
	Intro for Novices	1408.0		\$0				
	Basic Programs	1408.0		\$0				
	Specialized Programs	1408.0		\$0				
	Staff Training-Time Management	1408.0		\$0				
	Staff Training-Customer Service	1408.0		\$0				
	Maintenance Training							
	Estimating /Scheduling	1408.0		\$0				
	Staff Management	1408.0		\$0				
	Computer Proficiency	1408.0		\$0				
	Resident Initiatives							
	Agency Resident Initiatives	1408.0		\$0				
	Tenant Concil Training	1408.0		\$0				
	Resident Security Program							
	Community Policing Initiative - Drug Elimination/Education Programs	1408.0		\$50,000	\$0	\$0	\$0	\$0
	Community Policing Initiative - Security	1408.0		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
					\$100,000	\$50,000	\$50,000	\$50,000

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Bayonne		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FFY of Grant: 2003			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Fleet Replacement & Acquisition	1475.0		\$0				
	Office Equipment							
	Computer Hardware	1475.0		\$0				
	Office Equipment	1475.0		\$0				
	A & E Fees and Costs			\$0				
	CGP Planning Consultant	1430.0		\$0				
	Mod Coordinator	1430.0		\$0				
	CGP Related Planning Costs	1430.0		\$0	\$15,762	\$15,762	\$11,567	
				\$0	\$15,762	\$15,762	\$11,567	
	PHYSICAL IMPROVEMENT COSTS							
	NJ12-3 Centerville Gardens							
	Building Envelope Repairs							
	Replace Roof Shingles	1460.0	100%	\$0				
	<i>A & E Services</i>	1430.0	100%	\$0				
				\$0				
	NJ12-4 LaTourette Gardens							
	Kitchens/Baths	1460.0	100%	\$0	\$420,889	\$420,889	\$420,889	
				\$0	\$420,889	\$420,889	\$420,889	

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Bayonne		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FFY of Grant: 2003			
Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work

Name/HA-Wide Activities				Original	Revised	Funds Obligated	Funds Expended
NJ12-6B Eastside Gardens							
Public Areas							
Elevator Upgrades	1460.0	100%		\$0			
Replace Lobby & Corridor Finishes	1460.0	100%		\$0			
<i>A & E Services</i>	1430.0	100%		\$0	\$288	\$288	\$0
				\$0	\$288	\$288	\$0
NJ12-8 Back Bay Gardens							
Dwelling Units							
Asbestos removal	1460.0	100%		\$0	\$20,928	\$20,928	\$20,928
Replace Bathrooms	1460.0	100%		\$250,000	\$0	\$0	\$0
<i>A & E Services</i>	1430.0	100%		\$0	\$3,950	\$3,950	\$3,950
				\$250,000	\$24,878	\$24,878	\$24,878
NJ12-9 Scattered Sites							
Comprehensive Modernization							
29-31 East 17th Street Comp Mod	1460.0	100%		\$151,817	\$0	\$0	\$0
<i>A&E Services</i>	1430.0	100%		\$10,000	\$0	\$0	\$0
				\$161,817	\$0	\$0	\$0
Contingency	1502.0			\$0			

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of Bayonne		Grant Type and Number: Capital Fund Program No: NJ39PO1250103 Replacement Housing Factor No:				Federal FY of Grant: 2003	
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised #1	Actual	Original	Revised #1	Actual	
NJ12-3 Centerville Gardens	Sep-05		Sep-05	Sep-07			
NJ12-4 LaTourette Gardens	Sep-05		Sep-05	Sep-07			
NJ12-6B Eastside Gardens	Sep-05		Sep-05	Sep-07			
NJ12-8 Back Bay Gardens	Sep-05		Sep-05	Sep-07			
NJ12-9 Scattered Sites	Sep-05		Sep-05	Sep-07			
Authority-Wide Programs	Sep-05		Sep-05	Sep-07			

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Bayonne	Grant Type and Number Capital Fund Program Grant No: NJ39PO1250104 Replacement Housing Factor Grant:	Federal FY of Grant: 2004
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Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no:2)
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Revision #1	Revision #2	Obligated	Expended
1	Total non CFP Funds	\$5,000,000	\$5,000,000		
2	1406 Operations				
3	1408 Management Improvements Soft Costs	\$524,840	\$284,901	\$284,901	\$284,901
4	1410 Administration	\$84,887	\$83,751	\$83,751	\$83,751
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$91,937	\$188,477	\$188,477	\$63,701
8	1440 Site Acquisition				
9	1450 Site Improvement	\$75,000			
10	1460 Dwelling Structures	\$2,097,494	\$2,417,029	\$2,417,029	\$1,415,809
11	1465.1 Dwelling Equipment -- Non-expendable				
12	1470 Nondwelling Structures	\$100,000			
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization Expenses or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant (Sum of lines 2-19)	\$2,974,158	\$2,974,158	\$2,974,158	\$1,848,162
22	Amount of line 20 Related to LBP Activities	\$117,428	\$117,428	\$117,428	\$57,090
23	Amount of line 20 Related to Section 504 Compliance				
24	Amount of line 20 Related to Security - Soft Costs	\$500,000	\$260,061	\$260,061	\$260,061
25	Amount of line 20 Related to Security - Hard Costs	\$429,540			
26	Amount of line 20 Related to Energy Conservation Measures		\$845,888	\$845,888	\$215,100

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:		Grant Type and Number			Federal FFY of Grant:			
Housing Authority of the City of Bayonne		Capital Fund Program Grant No: NJ39PO1250104 Replacement Housing Factor Grant No:			2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revised	Revised	Funds Obligated	Funds Expended	
ADMINISTRATION	Technical Salaries	1410.0		\$57,797	\$56,661	\$56,661	\$56,661	
	Employee Benefits	1410.0		\$0				
	Sundry Costs	1410.0		\$0				
	Legal	1410.0		\$27,090	\$27,090	\$27,090	\$27,090	
				\$84,887	\$83,751	\$83,751	\$83,751	
MANAGEMENT IMPROVEMENTS	Staff Training-Computer Proficiency	1408.0		\$24,840	\$24,840	\$24,840	\$24,840	
	Maintenance Training							
	Estimating /Scheduling	1408.0		\$0				
	Staff Management	1408.0		\$0				
	Computer Proficiency	1408.0		\$0				
				\$0				
	Resident Initiatives							
	Agency Resident Initiatives	1408.0		\$0				
	Tenant Council Training	1408.0		\$0				
				\$0				
	Resident Security Program							
	Community Policing Initiative - Drug Elimination/Education Programs	1408.0		\$200,000	\$60,061	\$60,061	\$60,061	
	Community Policing Initiative - Security	1408.0		\$300,000	\$200,000	\$200,000	\$200,000	
				\$500,000	\$260,061	\$260,061	\$260,061	
	Fleet Replacement & Acquisition	1475.0		\$0				
	A & E Fees and Costs							
	CGP Planning Consultant	1430.0		\$0				
	Mod Coordinator	1430.0		\$31,500	\$31,166	\$31,166	\$28,877	
	A/E-Authority wide	1430.0		\$60,437	\$157,311	\$157,311	\$34,824	
				\$91,937	\$188,477	\$188,477	\$63,701	

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:		Grant Type and Number			Federal FFY of Grant:			
Housing Authority of the City of Bayonne		Capital Fund Program Grant No: NJ39PO1250104 Replacement Housing Factor Grant No:			2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revised	Revised	Funds Obligated	Funds Expended	
PHYSICAL IMPROVEMENT COSTS								
NJ12-1 & 4 Pamrapo Gardens-LaTourette Gardens								
Building Envelope Repairs								
	Community Room-12-1	1460.0	100%	\$0	\$192,052	\$192,052	\$73,226	
	Flooring-12-1/2/3/4	1460.0		\$0	\$45,185	\$45,185	\$20,491	
	Kitchens/Baths-12-4	1460.0		\$772,111	\$772,111	\$772,111	\$640,301	
	A&E Services	1430.0	100%	\$0				
				\$772,111	\$1,009,348	\$1,009,348	\$734,018	
NJ12-5 Kill Van Kull Gardens								
Mechanical/Electrical								
	Electrical Distribution Service Replacement	1460.0	100%	\$144,974	\$144,974	\$144,974	\$110,210	
	Floor Repairs	1460.0	100%	\$0	\$6,410	\$6,410	\$6,410	
	Water Service Distribution	1460.0	100%	\$150,000	\$0			
	A&E Services	1430.0	100%	\$0				
				\$294,974	\$151,384	\$151,384	\$116,620	
NJ12-6A Pamrapo Gardens Annex								
Site Improvements								
	Perimeter Fencing	1450.0	100%	\$75,000	\$0			
	A & E Services	1430.0	100%	\$0				
Public Area								
	Electronic Security System	1460.0	100%	\$140,000	\$0			
				\$215,000	\$0	\$0	\$0	
NJ12-7 Constable Hook Village								
Public Area								
	Electronic Security System	1460.0	100%	\$140,000	\$0			
Dwelling Units								
	Replace Apartment Doors & Frames	1460.0	100%	\$5,000	\$5,000	\$5,000	\$5,000	
	A & E Services	1430.0	100%	\$0				
				\$5,000	\$5,000	\$5,000	\$5,000	

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Bayonne		Grant Type and Number Capital Fund Program Grant No: NJ39PO1250104 Replacement Housing Factor Grant No:			Federal FFY of Grant: 2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revised	Revised	Funds Obligated	Funds Expended	

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:		Grant Type and Number			Federal FFY of Grant:			
Housing Authority of the City of Bayonne		Capital Fund Program Grant No: NJ39PO1250104 Replacement Housing Factor Grant No:			2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revised	Revised	Funds Obligated	Funds Expended	
NJ12-7A Kill Van Kull Gardens Annex	Public Area Watermain Repair	1460.0	100%	\$9,540	\$9,540	\$9,540	\$9,540	
				\$9,540	\$9,540	\$9,540	\$9,540	
NJ12-8 Back Bay Gardens	Public Area Electronic Security System	1460.0	100%	\$140,000	\$0	\$0	\$0	
				\$140,000	\$0	\$0	\$0	
NJ12-9 Scattered Sites	Comprehensive Modernization 29-31 East 17th Street Comp Mod 521 Kennedy Boulevard	1460.0	100%	\$274,800	\$274,800	\$274,800	\$274,800	
		1460.0	100%	\$200,000	\$0			
				\$474,800	\$274,800	\$274,800	\$274,800	
Authority-Wide Programs	LBP Abatement/Asbestos Removal Window Guards Roof Repair-12-3 Windows-12-2/3 Office Equipment	1460.0	100%	\$117,428	\$117,428	\$117,428	\$57,090	
		1460.0		\$3,641	\$3,641	\$3,641	\$3,641	
		1460.0	100%	\$0	\$247,238	\$247,238	\$215,100	
		1460.0	100%	\$0	\$598,650	\$598,650	\$0	
		1475.0	100%	\$0				
	Community Facility For resident training and other community services and activities	1470.0		\$50,000	\$0			
		NCFP		\$2,550,000	\$2,550,000			
	Administrative Facility For resident training and other community services and activities	1470.0		\$50,000	\$0			
		NCFP		\$2,450,000	\$2,450,000			
	Contingency		1502.0		\$0			

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of Bayonne		Grant Type and Number: Capital Fund Program No: NJ39PO1250104 Replacement Housing Factor No:				Federal FY of Grant: 2004	
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised #1	Actual	Original	Revised #1	Actual	
NJ12-4 LaTourette Gardens	Mar-06		7/06	Sep-07			
NJ12-5 Kill Van Kull Gardens	Mar-06		7/06	Sep-07			
NJ12-6A Pamrapo Gardens Annex	Mar-06		7/06	Sep-07			
NJ12-7 Constable Hook Village	Mar-06		7/06	Sep-07			
NJ12-7A Kill Van Kull Gardens Annex	Mar-06		7/06	Sep-07			
NJ12-8 Back Bay Gardens	Mar-06		7/06	Sep-07			
NJ12-9 Scattered Sites	Mar-06		7/06	Sep-07			
Authority-Wide Programs	Mar-06		7/06	Sep-07			

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Bayonne	Grant Type and Number Capital Fund Program Grant No: NJ39PO1250105 Replacement Housing Factor Grant:	Federal FY of Grant: 2005
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Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending:12/31/06
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Revision #1	Revision #2	Obligated	Expended
1	Total non CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	\$625,000	\$300,000	\$300,000	\$300,000
4	1410 Administration	\$71,000	\$76,446	\$28,446	\$25,750
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$246,283	\$218,954	\$135,954	\$43,785
8	1440 Site Acquisition				
9	1450 Site Improvement	\$300,000			
10	1460 Dwelling Structures	\$1,638,384	\$2,365,267	\$185,465	
11	1465.1 Dwelling Equipment -- Non-expendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	\$80,000			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization Expenses or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant (Sum of lines 2-19)	\$2,960,667	\$2,960,667	\$649,865	\$369,535
22	Amount of line 20 Related to LBP Activities	\$50,000			
23	Amount of line 20 Related to Section 504 Compliance	\$72,000			
24	Amount of line 20 Related to Security - Soft Costs	\$200,000		\$300,000	\$300,000
25	Amount of line 20 Related to Security - Hard Costs				
26	Amount of line 20 Related to Energy Conservation Measures				

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name:		Grant Type and Number			Federal FFY of Grant:			
Housing Authority of the City of Bayonne		Capital Fund Program Grant No NJ39PO1250105 Replacement Housing Factor Grant No:			2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Rev #1	Rev #2	Funds Obligated	Funds Expended	
ADMINISTRATION	Technical Salaries	1410.0		\$48,000	\$48,000			
	Employee Benefits	1410.0		\$16,000	\$0			
	Sundry Costs	1410.0		\$0				
	Legal	1410.0		\$5,000	\$28,446	\$28,446	\$25,750	
				\$69,000	\$76,446	\$28,446	\$25,750	
MANAGEMENT IMPROVEMENTS	Staff Training-Computer Proficiency	1408.0		\$20,000	\$0	\$0	\$0	
	Maintenance Training							
	Estimating /Scheduling	1408.0		\$0				
	Staff Management	1408.0		\$0				
	Computer Proficiency	1408.0		\$0				
					\$0			
	Resident Initiatives							
	Agency Resident Initiatives	1408.0		\$10,000				
	Tenant Council Training	1408.0		\$5,000				
					\$15,000			
	Resident Security Program							
	Community Policing Initiative - Drug Elimination/Education Programs	1408.0		\$370,000	\$0	\$0	\$0	\$0
	Community Policing Initiative - Security	1408.0		\$190,000	\$300,000	\$300,000	\$300,000	
					\$590,000	\$300,000	\$300,000	\$300,000
Fleet Replacement & Acquisition	1475.0			\$40,000				
A & E Fees and Costs								
Inspections	1430.0			\$16,100	\$32,850	\$32,850		
Mod Coordinator	1430.0			\$100,000	\$0	\$0	\$8,125	
A/E-Authority wide	1430.0			\$900	\$152,604	\$69,604	\$22,260	
				\$117,000	\$185,454	\$102,454	\$30,385	

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:		Grant Type and Number			Federal FFY of Grant:			
Housing Authority of the City of Bayonne		Capital Fund Program Grant No NJ39PO1250105 Replacement Housing Factor Grant No:			2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Rev #1	Rev #2	Funds Obligated	Funds Expended	
PHYSICAL IMPROVEMENT COSTS								
NJ12-1 Pamrapo Gardens & 12-2 Bergen Point Gardens								
	Public Areas							
	Repair Stair Treads	1460.0	100%	\$60,000	\$92,733	\$92,733	\$0	
				\$0	\$0	\$0		
	A&E Services	1430.0	100%	\$3,600	\$33,500	\$33,500	\$13,400	
				\$63,600	\$126,233	\$126,233	\$13,400	
NJ12-4 LaTourette Gardens & 12-3 Centerville Gardens								
	Public Areas							
	Repair Stair Treads	1460.0	100%	\$30,000	\$92,732	\$92,732	\$0	
	Kitchens	1460.0	100%	\$750,000	\$0			
	A&E Services	1430.0	100%	\$2,100				
				\$782,100	\$92,732	\$92,732	\$0	
NJ12-7/7A Constable Hook Village/Kill Van Kull Gardens annex								
	Site Improvements	1450.0	100%	\$300,000	\$0			
	A/e Fees	1430.0	100%	\$51,583				
	Public Area/Dwelling Units/Building Envelope							
	Repair Concrete Ledger	1460.0	100%	\$200,000				
	Apartment Doors	1460.0	100%	\$336,584				
	Electrical panels	1460.0	100%	\$125,000				
	Floors/Patio Doors	1460.0	100%	\$86,800	\$0			
				\$1,099,967	\$0	\$0	\$0	
NJ12-6a Pamrapo Gardens annex								
	Public Area							
			100%	\$0	\$0			
	Dwelling Units							
		0.0			\$0	\$0	\$0	
	A & E Services-504 conversion	1430.0	100%	\$72,000				
				\$72,000	\$0	\$0	\$0	

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Bayonne		Grant Type and Number Capital Fund Program Grant No NJ39PO1250105 Replacement Housing Factor Grant No:			Federal FFY of Grant: 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Rev #1	Rev #2	Funds Obligated	Funds Expended	

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name:		Grant Type and Number			Federal FFY of Grant:				
Housing Authority of the City of Bayonne		Capital Fund Program Grant No NJ39PO1250105 Replacement Housing Factor Grant No:			2005				
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
				Rev #1	Rev #2	Funds Obligated	Funds Expended		
NJ12-7A Kill Van Kull Gardens Annex	Public Area			\$0	\$0	\$0	\$0		
				\$0	\$0	\$0	\$0		
NJ12-8-Back Bay	Dwelling Units Waterproofing Handicap Conversion	1460.0	100%	\$0	\$322,252				
		1460.0	100%	\$0	\$800,000				
				\$0	\$1,122,252	\$0	\$0		
NJ12-9 Scattered Sites	Comprehensive Modernization		100%	\$0	\$0	\$0			
			100%	\$0	\$0				
				\$0	\$0	\$0	\$0		
Authority-Wide Programs	LBP Abatement/Asbestos Removal	1460.0	100%	\$50,000	\$0	\$0			
	Window s	1460.0			\$540,150	\$0	\$0		
	Access Controls	1460.0	100%	\$0	\$117,400				
	Water Heaters	1460.0	100%	\$0	\$400,000				
	Office Equipment	1475.0	100%	\$40,000					
			0						
			9						
0		9	0.0	\$0	\$0				
			0.0	\$0	\$0				
		0							
		0							
0		0	0.0	\$0	\$0				
			NCFP	\$0	\$0				
	Contingency	1502.0	100%	\$0					

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of Bayonne		Grant Type and Number: Capital Fund Program No: NJ39PO1250105 Replacement Housing Factor No:				Federal FY of Grant: 2005	
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised #1	Actual	Original	Revised #1	Actual	
NJ12-4 LaTourette Gardens	Jul-07			Jul-09			
NJ12-5 Kill Van Kull Gardens	Jul-07			Jul-09			
NJ12-6A Pamrapo Gardens Annex	Jul-07			Jul-09			
NJ12-7 Constable Hook Village	Jul-07			Jul-09			
NJ12-7A Kill Van Kull Gardens Annex	Jul-07			Jul-09			
NJ12-8 Back Bay Gardens	Jul-07			Jul-09			
NJ12-9 Scattered Sites	Jul-07			Jul-09			
Authority-Wide Programs	Jul-07			Jul-09			

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Bayonne	Grant Type and Number Capital Fund Program Grant No: NJ39PO1250106 Replacement Housing Factor Grant:	Federal FY of Grant: 2006
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Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending:12/31/06
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revision	Obligated	Expended
1	Total non CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	\$120,000	\$336,264	\$100,000	\$92,470
4	1410 Administration	\$199,831	\$125,000		
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$150,000	\$210,000		
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$1,650,597	\$1,790,000		
11	1465.1 Dwelling Equipment -- Non-expendable				
12	1470 Nondwelling Structures	\$340,836			
13	1475 Nondwelling Equipment	\$150,000	\$150,000		
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization Expenses or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant (Sum of lines 2-19)	\$2,611,264	\$2,611,264	\$100,000	\$92,470
22	Amount of line 20 Related to LBP Activities				
23	Amount of line 20 Related to Section 504 Compliance				
24	Amount of line 20 Related to Security - Soft Costs	\$100,000	\$250,000	\$100,000	\$92,470
25	Amount of line 20 Related to Security - Hard Costs				
26	Amount of line 20 Related to Energy Conservation Measures				

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:		Grant Type and Number				Federal FFY of Grant:			
Housing Authority of the City of Bayonne		Capital Fund Program Grant No: NJ39PO1250106 Replacement Housing Factor Grant No:				2006			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original	Revised	Funds Obligated	Funds Expended		
ADMINISTRATION	Technical Salaries	1410.0		\$132,831	\$60,000				
	Employee Benefits	1410.0		\$25,000	\$25,000				
	Sundry Costs	1410.0		\$2,000	\$0				
	Legal	1410.0		\$40,000	\$40,000				
				\$199,831	\$125,000				
MANAGEMENT IMPROVEMENTS	Staff Training-Computer Proficiency	1408.0		\$20,000	\$0				
	Resident Security Program								
	Community Policing Initiative - Drug Elimination/Education Programs	1408.0		\$0	\$86,264				
	Community Policing Initiative - Security	1408.0		\$100,000	\$250,000	\$100,000	\$92,470		
					\$100,000	\$336,264	\$100,000	\$92,470	
	Fleet Replacement & Acquisition	1475.0		\$50,000	\$50,000				
	A & E Fees and Costs								
	A/E Fees	1430.0		\$0	\$60,000				
	Mod Coordinator	1430.0		\$117,500	\$117,500				
	Inspections	1430.0		\$32,500	\$32,500				
				\$150,000	\$210,000				

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name:		Grant Type and Number			Federal FFY of Grant:			
Housing Authority of the City of Bayonne		Capital Fund Program Grant No: NJ39PO1250106 Replacement Housing Factor Grant No:			2006			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHYSICAL IMPROVEMENT COSTS								
NJ12-1/2/3/4	Stairtreds	1460.0	100%	\$150,000	\$0			
	Steamlines	1460.0	100%	\$400,000	\$0			
				\$550,000	\$0			
NJ12-2 Bergen Point Gardens	Windows	1460.0	100%	\$200,000	\$0			
		1460.0	100%	\$0	\$0			
		1430.0	100%	\$0	\$0			
				\$200,000	\$0			
NJ12-3 Centerville Gardens	Roofs	1460.0	100%	\$250,000	\$250,000			
				\$250,000	\$250,000			
NJ12-4 Latourette Gardens	Kitchens and Baths <i>A & E Services</i>	1460.0	100%	\$250,597	\$0			
		1430.0	100%	\$0	\$0			
				\$250,597	\$0			

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:		Grant Type and Number				Federal FFY of Grant:		
Housing Authority of the City of Bayonne		Capital Fund Program Grant No: NJ39PO1250106 Replacement Housing Factor Grant No:				2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
NJ12-6b-Eastside Gardens								
	Site Work	1460.0	100%	\$0	\$200,000			
				\$0	\$200,000			
NJ12-8 Back Bay Gardens								
	Balcony Repairs	1460.0	100%	\$0	\$200,000			
	Waterproofing	1460.0	100%	\$400,000	\$0			
				\$400,000	\$200,000			
NJ12-5/6b								
	Windows	1460.0	100%	\$0	\$540,000			
				\$0	\$540,000			
Authority-Wide Programs								
	Office Equipment	1475.0	100%	\$100,000	\$100,000			
	Windows-12-7,7a,9	1460.0	100%	\$0	\$600,000			
	Community Facility							
	Community Room 12-1	1470.0		\$315,836	\$0			
	Non-CFP Funds	NCFP		\$0	\$0			
	Administrative Facility							
	Office Facility	1470.0		\$25,000	\$0			
	Non-CFP Funds	NCFP		\$0	\$0			
	Contingency	1502.0		\$0	\$0			

Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of Bayonne		Grant Type and Number: Capital Fund Program No: NJ39PO1250106 Replacement Housing Factor No:				Federal FY of Grant: 2006	
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised #1	Actual	Original	Revised #1	Actual	
NJ12-4 LaTourette Gardens	Jun-08			Jun-10			
NJ12-5 Kill Van Kull Gardens	Jun-08			Jun-10			
NJ12-6A Pamrapo Gardens Annex	Jun-08			Jun-10			
NJ12-7 Constable Hook Village	Jun-08			Jun-10			
NJ12-7A Kill Van Kull Gardens Annex	Jun-08			Jun-10			
NJ12-8 Back Bay Gardens	Jun-08			Jun-10			
NJ12-9 Scattered Sites	Jun-08			Jun-10			
Authority-Wide Programs	Jun-08			Jun-10			