

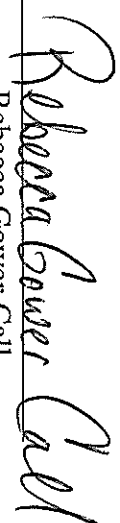
Resolution # 26 - 2014

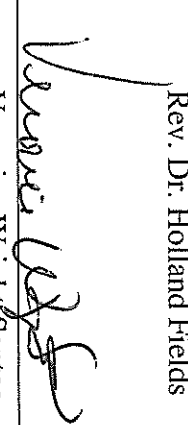
Approving the Payment of Bills
For the Salem Housing Authority


WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey has incurred bills for the months of **June, 2014**;


AND WHEREAS, the housing authority Commissioners have reviewed the attached list of charges;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SALEM HOUSING AUTHORITY THAT the attached bills are approved for payment and the Executive Director along with the designated Board members are authorized to sign the appropriate checks.


Rebecca Gower-Call


Rev. Dr. Holland Fields
Veronica Wright-Santos



Cathy Lanard


John Thomas

Date:

6/26/2014

Attest:


Paul F. Dice, Secretary

Salem Housing Authority Check Register For the Period From Jun 1, 2014 to Jun 30, 2014

Filter Criteria Includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
8811	6/4/14	Salem Fire Department	11100	5,000.00
8812	6/12/14	HOME DEPOT CREDIT SERVICES	11100	3,039.53
8813	6/12/14	WEX BANK	11100	476.09
8814	6/26/14	Anchor Pest Control	11100	502.00
8815	6/26/14	ATLANTIC CITY ELECTRIC	11100	17,700.99
8816	6/26/14	VOID	11100	
8817	6/26/14	VOID	11100	
8818	6/26/14	VOID	11100	
8819	6/26/14	VOID	11100	
8820	6/26/14	CAMPBELL PLUMBING & SUPPLY, CO.	11100	208.06
8821	6/26/14	C & H Disposal Service, Inc.	11100	3,331.67
8822	6/26/14	DELTRONICS CORP.	11100	3,546.96
8823	6/26/14	Deluxe Business Form & Supplies	11100	92.73
8824	6/26/14	Eaise Design & Landscaping, Inc.	11100	1,154.55
8825	6/26/14	FBS SECURITY SYSTEMS	11100	180.00
8826	6/26/14	GE Mechanical	11100	1,854.95
8827	6/26/14	HD SUPPLY FACILITIES	11100	1,467.85
8828	6/26/14	VOID	11100	
8829	6/26/14	VOID	11100	
8830	6/26/14	Inovative Business Solutions	11100	77.00
8831	6/26/14	NJ PUBLIC HOUSING AUTH.-JIF	11100	38,143.92
8832	6/26/14	KYOCERA MITA AMERICA, INC	11100	175.48
8833	6/26/14	Management Computer Services, Inc.	11100	5,007.00
8834	6/26/14	METROMEDIA ENERGY, INC.	11100	1,070.25
8835	6/26/14	MILLVILLE HOUSING AUTHORITY	11100	17,922.33
8836	6/26/14	Ned P. Rogovoy, Esquire LLC.	11100	1,020.00
8837	6/26/14	OTIS ELEVATOR COMPANY	11100	822.09
8838	6/26/14	THE PAUL REVERE LIFE INS. CO.	11100	55.35
8839	6/26/14	Laurie Frisby, Petty Cash Fund	11100	227.96
8840	6/26/14	Pitney Bowes	11100	32.00
8841	6/26/14	Puma, Telsey & Rhea, P.A.	11100	937.50
8842	6/26/14	Purchase Power	11100	269.99

Salem Housing Authority
Check Register

For the Period From Jun 1, 2014 to Jun 30, 2014

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
8843	6/26/14	QUENCH USA	11100	114.00
8844	6/26/14	B-Safe/Radar Security	11100	1,258.70
8845	6/26/14	Robinson & Andujar, LLC	11100	4,947.00
8846	6/26/14	SHERWIN WILLIAMS CO.	11100	78.64
8847	6/26/14	SOUTH JERSEY GAS	11100	1,098.16
8848	6/26/14	STAPLES ADVANTAGE	11100	67.19
8849	6/26/14	STAPLES ADVANTAGE	11100	179.71
8850	6/26/14	Total Security Alarms, LLC	11100	45.00
8851	6/26/14	VERIZON	11100	401.56
8852	6/26/14	WILLIAMS AUTO PARTS	11100	1.50
Total				<u><u>112,507.7</u></u>

Resolution # 28 -2014

Approving a Flat Rent Increase

WHEREAS, THE Housing Authority of the City of Salem, a Public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey must amend its flat rent policies to comply with the statutory changes contained within, Public Law 113-76, the Fiscal Year 2014 Appropriation Act.

AND WHEREAS, the Salem Housing Authority will set the flat rental amount for each public housing unit that complies with the requirement that all flat rents be set at no less than 80 percent of the applicable Fair Market Rent (FMR) adjusted, if necessary, to account for reasonable utilities costs. The new flat rental amount will apply to all new program admissions effective October 1, 2014. For current program participants that pay the flat rental amount, the new flat rental amount will be offered, as well as the income-based rental amount, at the next annual rental option.

AND WHEREAS, the Salem Housing Authority will place a cap on any increase in a family's rental payment that exceeds 35 percent, and is a result of changes to the flat rental amount as follows:

- Multiply the existing flat rental payment by 1.35 and compare that to the updated flat rental amount.
- The Salem Housing Authority will present two rent options to the family as follows:
 - the lower of the product of the calculation and the updated flat rental amount; and
 - the income-based rent.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SALEM that the new flat rent increase has been approved and adopted and will take effect on October 1, 2014.

Rev. Dr. Holland Fields

Veronica Santos
Veronica Santos

Rebecca Gower Call
Rebecca Gower Call

John Thomas
John Thomas

Cathy Lanard
Cathy Lanard

Date: 6/26/2014

Attest:

Paul F. Dice

Paul F. Dice, Secretary

Resolution # 29 -2014

**Adopting a Completely Updated Housing Choice Voucher (HCV) Administrative Plan
for the Salem Housing Authority**

WHEREAS, THE Housing Authority of the City of Salem, a Public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey must maintain a Housing Choice Voucher Administrative Plan in order to be in compliance with the Code of Federal Regulations and that must meet US Housing and Urban Development Guidelines (HUD);

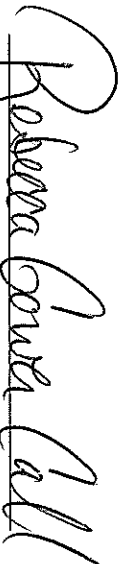
AND WHEREAS, all requisite policies relating to the HCV Administrative Plan must be included and approved;


AND WHEREAS, the last time the SHA HCV Admin Plan was updated was in the year 2005;


AND WHEREAS, the plan has been reviewed by the resident advisory board, publicized, and has been available for public review;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SALEM that the updated HCV Administration Plan has been adopted and is approved for submittal to HUD with an effective date of October 1, 2014.

Dr. Rev. Holland Fields


Rebecca Gower Call


Veronica Santos

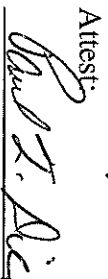

John Thomas


Cathy Lanard

DATE:

6/26/2014

Attest:


Paul F. Dice

Paul F. Dice, Secretary

Resolution # 30 -2014

**Adopting a Completely Updated Admissions and Continued Occupancy Plan (ACOP)
for the Salem Housing Authority**

WHEREAS, THE Housing Authority of the City of Salem, a Public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey must maintain an Admissions and Continued Occupancy Plan in order to be in compliance with the Code of Federal Regulations and that must meet US Housing and Urban Development Guidelines (HUD);

AND WHEREAS, all requisite policies relating to the Admissions and Continued Occupancy Plan must be included and approved;

AND WHEREAS, the last time the SHA ACOP was updated was in the year 2005;

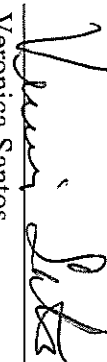
AND WHEREAS, the plan has been reviewed by the resident advisory board, publicized, and has been available for public review;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SALEM that the updated ACOP has been adopted and is approved for submittal to HUD with an effective date of October 1, 2014.

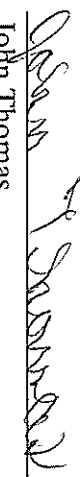
Rev. Dr. Holland Fields



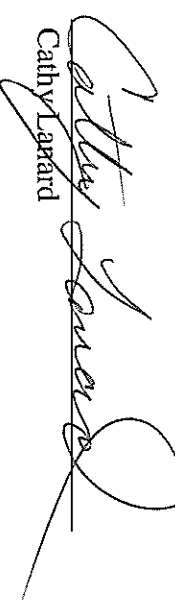
Rebecca Gower Call



Veronica Santos



John Thomas




Cathy Larard

Date:

6/26/2014

Attest:



Paul F. Dice

Paul F. Dice, Secretary

Resolution # 31 -2014

Approving a New Tenant Lease

WHEREAS, THE Housing Authority of the City of Salem, a Public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey must update their current tenant lease to coincide with the updated Admissions and Continued Occupancy Policy;

AND WHEREAS, the edits are as follows:

1. All security deposit language has been removed, as we no longer charge a security deposit to new tenants.
2. Section V: Utilities and Appliances – Item (a): “Other major appliances such as freezers, extra refrigerators, washers, dryers, etc. are expressly forbidden”. The new language replaces former lease language which indicated tenants could ask permission to install said appliances.
3. Section VII: PHA Obligations – Item (h): add entire section that begins “To notify Tenant of the specific grounds for any proposed adverse action by PHA”. This obligation was not included in the prior lease.
4. Section VII: Tenant Obligations – Item (u): “To refrain from and cause members of Tenant’s household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the PHA’s pet policy, unless a verified disability warrants the possession of a service animal or companion animal”. Pets were expressly forbidden in the prior lease. As noted, pets are now permitted so long as they are in compliance with the agency’s pet policy.
5. Section VII: Tenant Obligations – Item (bb): Smoke Alarm Compliance: Resident acknowledges and the Landlord certifies that the dwelling is equipped with one or more smoke alarms as required by New Jersey State Law and that the smoke alarms have been tested and are operable at this time. Resident agrees to permit Landlord to enter the dwelling unit at least every six (6) months to test the smoke alarms, replace dead or weak batteries as required, and notify the Landlord in writing of operating deficiencies. *Because, in the event of a fire, a disabled smoke alarm increase the risk of fire death to the occupants and nearby neighbors, Resident, occupants, and guests may not remove or tamper with a functioning smoke alarm, including disabling it by removing working batteries* and Landlord may charge a fee of \$100.00 (\$100.00 amount is subject to change) upon discovery of the first instance of such conduct and terminate this Agreement upon discovery of any such subsequent conduct. This obligation is a new addition to the lease.
6. Section XIII: Termination of Lease – Item (a)(2): Habitual late has been changed from four months to three months.
7. Section XV: Housekeeping Standards – these standards are a new addition to the lease.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SALEM that the new tenants lease has been adopted and will take effect on October 1, 2014.

Rev. Dr. Holland Fields

Rebecca Gower Call

Veronica Santos

John Thomas

Cathy Lanard

PART I: RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

THIS LEASE AGREEMENT (called the "Lease") is between the City of Salem Housing Authority, (called "PHA") and Tenant named in Part II of this Lease (called "Tenant"). [966.4(a)]

I. Description of the Parties and Premises: [966.4(a)]

- (a) PHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling Unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this Lease [966.4(a)]
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. The PHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the PHA's policy on such activities. [966.4(d)(1)&2)]
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, adoptions, and court awarded custody require the advance written approval of PHA. Such approval will be granted only if the new family members pass PHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonable refused. [966.4(a)(2) & (d)(3)(i)] Tenant agrees to wait for PHA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which PHA may terminate the Lease in accordance with Section XVI. [966.4(f)(3)]
- (d) Tenant shall report deletions (for any reason) from the household members named on the Lease to the PHA in writing, within 10 days of the occurrence. [966.4(c)(1) & (2) & (f)(3)]. Adult lessees must come to the office and initial the removal of their name from the lease. In addition, the lessee requesting removal must provide documentation, satisfactory to the PHA, verifying a new residence before he/she will be removed from the PHA lease.

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms of one calendar year. [966.4(a)(1)] The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the PHA in accordance with Section VII herein. [966.4(c)]
The amount of the Total Tenant Payment and Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with PHA's Admissions and Occupancy Policy. [966.4(c)]
- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month.** Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. [966.4(e)(1) & (3)]
When PHA makes any change in the amount of Total Tenant Payment of Tenant Rent, PHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by PHA. If Tenant asks for an explanation, PHA shall respond in a reasonable time. [966.4(c)(4)]

III. 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 specified in Part II of this Lease Agreement. Other charges can include: [966.4(b)(2)]

At the time of admission, all tenants must identify the family member(s) to be contacted if they become unable to comply with Lease terms.

(c) Redetermination of Rent, Dwelling Size and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

(1) The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes re-examined every three years. At the annual recertification, Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable. [960.209]

(2) Tenant promises to supply PHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4(c)(2)]

Failure to supply such information when requested is a serious violation of the terms of the Lease and PHA may terminate the Lease.

All information must be verified. Tenant agrees to comply with PHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4(c)(2)]

PHA 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 PHA 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 Admissions and Continued Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) Rent will not change during the period between regular re-examinations, UNLESS during such period: [960.209(b)]

(a) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self sufficiency requirement.

If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

(b) If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. PHA they may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(c) Rent formulas or procedures are changed by Federal law or regulation.

(4) All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. [966.4(c)(2)]

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying.

(d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; all notices will state the effective date of the rent adjustment.

1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.

2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.

3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent

- (b) 1. Not to give accommodations to boarders or lodgers. [966.4(f)(2)]
 - 2. Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of PHA.
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. [966.4(f)(3)]

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to PHA's Occupancy standards, and so long as PHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4(d)(3)(i)]
- (d) To abide by necessary and reasonable regulations promulgated by PHA for the benefit and well-being of the housing project and Tenants. These regulations shall be posed in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4(f)(4)]
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household, [966.4(f)(5)]
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free to debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. [966.4(g)]
- (g) To dispose of all garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by PHA. [§ 966.4(f)(7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4(f)(8)]
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.4(f)(9)]
- (j) To pay reasonable charges (other than for wear and tear) for any repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [§966.4(f)(10)]
- (k) To act, and cause household members or guests to act in a manner that will:
 - 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
 - 2. Be conducive to maintaining all PHA projects in a decent, safe, and sanitary condition [966.4(f)(11)]
- (l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - 1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of PHA's public housing premises by other residents or employees of PHA, or; any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this Lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or poses with intent to manufacture, sell, distribute or use of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4(f)(12)]
- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of PHA. To make no changes to locks or install new locks on exterior doors without PHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by PHA.
- (n) To give prompt prior notice to PHA, in accordance with Section XIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner with neighbors and PHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff.

- (ee) Tenant shall remove clothes and clothes lines from outside drying area daily, leaving the area available for other tenants.
- (ff) Tenant may paint only white or off-white paint.
- (gg) Tenant may not install ceiling fans.

IX. Defects Hazardous to Life, Health or Safety: In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health or safety of the occupants: [966.4(h)]

PHA Responsibilities:

- (a) PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4(h)(2)]
- (b) PHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. PHA is not required to offer Tenant a replacement unit if Tenant, household members or guests caused the hazardous condition. [966.4(h)(3)]
- (c) Tenant shall accept any replacement unit offered by PHA.
- (d) In the event PHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4(h)(4)]
- (e) If PHA determines that the dwelling unit is untenable because of imminent danger to the life, health and safety of Tenant and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4(h)(1)]
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by PHA, during the time in which the defect remains uncorrected.

X. Move-in and Move-out Inspections

- (a) Move-in Inspection: PHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. PHA will give Tenant a written statement of the condition of the dwelling unit, both inside and out side, and note any equipment provided with the unit. The statement shall be signed by PHA and Tenant and a copy of the statement retained in Tenant's folder. [966.4(i) PHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- (b) Move-out Inspection: PHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to PHA. [066.4(i)]

XI. Entry of Premises during Tenancy

(a) Tenant Responsibilities:

- 1. Tenant agrees that the duly authorized agent, employee or contractor of PHA will be permitted to enter Tenant's dwelling during reasonable hours for the purpose of performing routing maintenance, making improvements of repairs, inspecting the unit, or showing the unit for releasing. [966.4(i)(1)]
- 2. When Tenant calls to request maintenance on the unit, PHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when PHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(c) The notice of termination:

1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine PHA documents directly relevant to the termination or eviction. [966.4(1)(3)(ii)]
2. When PHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with PHA's grievance procedures. [966.4(1)(3)(ii)]
3. Any notice to vacate (or quite) that is required by State or local law may be combined with, or run concurrently with the Notice of Lease Termination under this section. [966.4(1)(3)(iii)] The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
4. When PHA is required to offer Tenant the opportunity for a grievance hearing concerning the Lease termination under PHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4(1)(3)(iv)]
5. When PHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and PHA has decided to exclude such grievance for PHA grievance procedure, the Notice of Lease Termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4(1)(3)(v)]
6. PHA may evict Tenant from the unit only by bringing court action. [966.4(1)(4)]
- (d) Tenant may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above.
- (e) In deciding to evict for criminal activity, PHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, PHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. PHA may require a family 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. [966.4(1)(5)]
- (f) When a PHA evicts a Tenant from a dwelling unit for criminal activity PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4(1)(5)(ii)]

XIV. Waiver: No delay or failure by PHA in exercising any right under this Lease Agreement, and no partial or single exercise of any such right shall constitute a waiver (past or prospective) of that or any other right, unless otherwise expressly provided herein.

XV. Housekeeping Standards: In an effort to improve the livability and conditions of the apartments owned and managed by PHA, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) PHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. PHA will inspect each unit at least annually, to determine compliance with the

- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts and flammable materials.

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. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)
(IN FINAL LEASE COPY - INSERT THE LEAD DISCLOSURE ADDENDUM AND THE LEAD HAZARD INFORMATION PAMPHLET AS REQUIRED BY HUD.) The Lead Disclosure Addendum should be filled out with property-specific information, except for the applicant's initials and signature, which are obtained at lease signing.)

(6) **Charges for Excess Appliances** (Not applicable to tenants who pay utilities directly to utility supplier.) Charges for excess appliances are due per the following: [966.4(b)(2)]

Air Conditioners: An additional charge of \$_____ per month will be payable for each air conditioner in the premises **for each month of occupancy.**

Other Appliances: If checked below, an additional charge of \$_____ per month for each month of occupancy for each excess appliance on the premises:

() Second color TV

(7) **Lead Safety:** The PHA shall provide Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the Lease.

(8) **Execution:** By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this Lease and all additional documents made a part of the Lease by reference.

By signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT _____ DATE _____

CO-TENANT _____ DATE _____

CO-TENANT _____ DATE _____

MANAGER: _____ DATE _____

WITNESS: _____ DATE _____

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 fully disclosed to PHA before execution of the Lease, or before PHA 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 PHA 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

Date

Appendix I

COMMUNITY SERVICE AND SELF SUFFICIENCY POLICY

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease.

B. Definitions

Community Service – volunteer work which includes, but is not limited to:

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc:
- Work with a non-profit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, Boys or Girls clubs, 4-H program, PAL, Garden Center, Community clean-up programs, beautification programs, other youth or senior organizations:
- Work at the Authority to help improve physical conditions:
- Work at the Authority to help with children's programs:
- Work at the Authority to help with senior programs:
- Helping neighborhood groups with special projects;
- Working through resident organization to help other residents with problems, serving as an officer in a Resident organization, serving on the Resident Advisory Board; and
- Caring for the children of other residents so they may volunteer.

NOTE: Political activity is excluded.

Self Sufficiency Activities – activities that include, but are not limited to:

- Job readiness programs;
- Job training programs;
- GED classes;
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- Apprenticeships;

5. Change in exempt status:

- If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.
- If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

D. Authority Obligations

1. To the greatest extent possible and practicable, the Authority will:
 - Provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (*According to the Quality Housing and Work Responsibility act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement*) and
 - Provide in-house opportunities for volunteer work or self sufficiency programs.
2. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at Lease execution.
3. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
4. Noncompliance of family member:
 - At least thirty (30) days prior to annual re-examination and/or Lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
 - If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.
 - If, at the next annual re-examination, the family member still is not compliant, the Lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit;
 - The family may use the Authority's Grievance Procedure to protest the Lease termination.

Appendix III

Community Service Compliance Certification

I/We have received a copy of, have read and understand the contents of the Authority's Community Service/Self Sufficiency Policy.

I/We understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that if we do not comply with this requirement; our Lease will not be renewed.

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

**RESOLUTION TO RENEW MEMBERSHIP IN THE
NEW JERSEY PUBLIC HOUSING AUTHORITY
JOINT INSURANCE FUND**

WHEREAS, Public Housing Authorities in the State of New Jersey are permitted to join together to form a Joint Insurance Fund as permitted by N.J.S.A. 40A:10-36 et seq; and

WHEREAS, the statutes regulating the creation and establishment of a Joint Insurance Fund contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such fund; and;

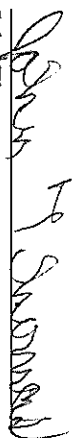
WHEREAS, the governing body of the Salem Housing Authority has determined that membership in the Joint Insurance Fund is in the best interest of the Authority.

NOW THEREFORE, BE IT RESOLVED that the governing body of the Authority does hereby resolve and agree to renew its membership in the NJPHA Joint Insurance Fund, effective January 1, 2015 to expire on December 31, 2017 for the purpose of establishing the following types of coverage:

1. Workers' Compensation and Employer's Liability;
2. Liability, other than motor vehicle;
3. Property Damage, other than motor vehicle;
4. Motor Vehicle.
5. Public Officials Liability/Employment Practices Liability

BE IT FURTHER RESOLVED that Paul F. Dice is authorized to execute the application for membership and the accompanying certification on behalf of the Authority and


BE IT FURTHER RESOLVED that the governing body is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying their membership in the FUND as required by the FUND's Bylaws and to deliver same to the Administrator of the FUND with the express reservation that said document shall become effective only upon the applicant's admission to the FUND following approval by the FUND, passage by the Authority of a Resolution Accepting Assessment and approval by the New Jersey Department of Insurance and the Department of Community Affairs.


John Thomas


Veronica Wright Santos


Rev. Dr. Holland Fields


Cathy Kanard


Rebecca Gower Call

AYES
NAYS
ABSTAIN

Date: 6/26/2014

Attest: 
Paul F. Dice, Secretary

**INDEMNITY AND TRUST AGREEMENT
FOR THE
NEW JERSEY PUBLIC HOUSING AUTHORITY
JOINT INSURANCE FUND**

THIS AGREEMENT, made this 26th day of JUNE 2014 in the County of SALEM, State of New Jersey, By and Between, New Jersey Public Housing Authority Joint Insurance Fund referred to as "FUND," and the governing body of the Salem Housing Authority duly constituted public housing authority hereinafter referred to as "Authority."

WITNESSETH:

WHEREAS, several **Authorities** have collectively formed a Joint Insurance Fund as authorized pursuant to NJSA 40A:10-36 et seq., and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the **Authority** has agreed to continue to be a member of the FUND in accordance with the Bylaws of the FUND and in consideration of such obligations shall share in the benefits derived by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The **Authority** accepts the FUND's Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of the said Bylaws and the pertinent statutes and Administrative Regulations pertaining to same.
2. The **Authority** agrees to participate in the FUND with respect to the types of insurance listed in their Resolution authorizing their application to the Fund.
3. The **Authority** agrees to remain a member of the FUND for a period, the commencement of which shall begin on January 1, 2015, and expire on December 31, 2017.
4. The **Authority** certifies that it has never defaulted any claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to the date hereof.
5. In consideration of membership in the FUND, the **Authority** agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, all of whom as a condition of membership in the FUND shall execute a verbalin counterpart of this agreement and by execution hereof the full faith and credit of the **Authority** is pledged to the punctual payments of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable Statute. However, nothing herein shall be construed as an obligation of the **Authority** for claims and expenses that are not covered by the FUND, or for that portion of any claim or liability within the individual **Authority** retained limit or in an amount which exceeds the FUND's limit of liability.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the **Authority** agrees to reimburse the FUND for all such reasonable expenses, fees, and costs on demand.

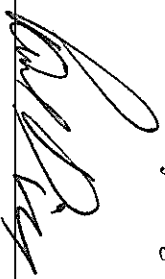
7. The **Authority** and the FUND agree that the FUND shall hold all monies in excess of the individual **Authority** retained loss fund paid by the **Authority** to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with N.J.A.C. 11:15-2.1 et seq.

8. The FUND shall establish separate Trust Accounts for each of the following categories of risk and liability:

1. Workers' Compensation and Employer's Liability;
2. Liability, other than motor vehicle;
3. Property Damage, other than motor vehicle;
4. Motor Vehicle.
5. Public Officials Liability

The FUND shall maintain Trust Accounts aforementioned in accordance with NJSA 40A:10-36 et seq., and such other statutes as may be applicable. More specifically, each of the aforementioned separate Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and excess insurance of reinsurance premiums for each such risk or liability or as "surplus" as such term is defined by NJAC 11:15-2.2.

9. Each **Authority** being a member of the Fund shall be obligated to execute this Agreement.

By:  _____

Date: 6/26/2014 _____