

## APPENDIX A – House Rules & Regulations

### ***Family Units House Rules and Regulations*** ***HOUSING AUTHORITY OF THE TOWN OF PHILLIPSBURG***

The following house rules and regulation have been developed to insure residents comfort and assist the management to maintain standards of family responsibilities for initial and continued occupancy.

#### SECTION I - GENERAL

1. No motorized vehicle (car, truck, motorcycle, moped, 4 wheeler, snow mobile, etc.) is permitted on any Housing Authority sidewalk or grounds.
2. Adhesive gummed hooks for hanging pictures, ornaments or mirrors must be used.
3. Keep radio, stereo or televisions sets turned low at all times. Special care should be taken after 10:00 p.m. on weekdays and 11:00 p.m. on Saturdays and Sundays.
4. Do not leave windows open when you are not at home.
5. Children are **not** permitted to play in halls, stairways, ramps, lobby areas, elevators, parking lots, in or around the senior complexes where they may endanger themselves or unnecessarily disturb other residents.
6. Apartment keys – Necessary keys will be provided to each new tenant. Upon moving out or termination of the lease **all** keys must be returned to the management. Keys not returned or missing will constitute a charge. Tenants **must not duplicate keys**. Requests for duplicate keys must be presented to the management office for consideration and approval. No Tenant shall alter any lock or install their own lock. **Force entry** responsibility is the Tenants.
7. Lock outs - If you are locked out, come to the office or call 859 – 0122 for someone to let you in. Charges for lockouts are posted in the Authority's office. You must be at least Eighteen (18) years old, a household member listed on the unit lease and have a valid ID.
8. **Andover-Kent Towers, John F. O'Donnell Apartments and Heckman House** - The outside doors to the buildings should be closed and locked at all times. Tenants should only open the door for their own family or know visitors. Door to door soliciting is **not** permitted. Residents should notify the management when solicitors or other unauthorized persons are present in the building. All residents should notify the police department in the event the management is not available.
9. Moving - Inform the management of any moving plans and arrange with the moving company to dispose of crates, barrels, packing boxes, etc., used in moving. When moving out, the resident is expected to leave the dwelling unit in the same condition in which it was leased. Charges will be made for necessary cleaning and repairs after the apartment is vacated.
10. Damages - The cost of damages to the apartment appliances, etc., from misuse or negligence will be borne by residents.
11. Roof and Fire Equipment - Tenants are not permitted on any roofs or to use the roof access doors. It may be a criminal offense to tamper with any fire equipment in and around buildings.
12. Any Resident in the Heckman Terrace or Heckman Terrace Annex using an air conditioner **must** remove it from the window for all periods from *September 30<sup>th</sup> through May 1<sup>st</sup>*. High Rise Units have Air Conditioner sleeves. Units do not have to be removed.

Residents will be charged \$100.00; per month; per air-conditioner; for each air-conditioner that has not been removed.

Storm door insulation inserts **must** be put in all storm doors for the period from *October 15<sup>th</sup> through May 1<sup>st</sup>*. The objective of the above is to conserve energy and reduce utility costs.

## SECTION II - THE APARTMENT

1. Apartment Occupancy - Occupants will be limited to **those persons listed on the original lease**. The Tenants **must** advise the management of any change in the family size or persons in occupancy. No guest of the Tenant may occupy the premises for more than ten (10) days in a twelve (12) month period. Occupancy by a guest beyond the above period shall constitute a breach of the landlord's rules and regulations. Persons evicted from a Housing Authority unit shall not be permitted as overnight guests.
2. Interior - Alterations in any shape or form are **not** permitted by the management. It is the responsibility of the residents to report any repairs or necessary alterations. It is the responsibility of the management to repair the interior of the apartments. Only maintenance personnel or contractors assigned and approved by management will be permitted to do this type of work. Work shall be performed during regular business hours (*except emergencies*).
3. Wall and Floor Decorations - Residents shall not damage walls, floors, doors, woodwork, windows or ceilings. **DO NOT USE** sticky back floor tiles. **DO NOT USE** sticky back rugs or nail or staple rug to Housing Authority tile.
4. Windows - The resident shall be responsible for closing windows during heavy rains and storms to avoid water damages. When leaving the apartment for any length of time windows should be closed to avoid energy loss. No clothing, linens, rugs or dust mops are to be shaken out or put out of windows.
5. Refrigerators - The management will supply refrigerators. It is the responsibility of the Tenant to clean the refrigerator regularly. Residents are **NOT** permitted to bring their own refrigerators.
6. Stoves - Only stoves provided by the management will be permitted. It is the responsibility of the resident to clean the stove regularly.
7. Light Bulbs - Light bulbs are furnished at the time a resident moves into the apartment. Replacement of these bulbs is the responsibility of the Tenant. The Elderly and/or Disabled tenants residing in the three senior high rise apartments may be accommodated upon *work order request*, charges will be incurred.
8. Cleaning - Apartments are cleaned prior to occupancy. The resident is responsible for maintaining clean, safe and sanitary conditions in the apartment while in occupancy. Cleaning of windows, floors, refrigerators, stoves, toilet, sinks, tub, doors, dusting walls and woodwork is the resident's responsibility. The management reserves the right to make periodic inspections of each apartment, with prior and proper notices to insure that desired standards of cleanliness and maintenance are being maintained. **DO NOT OVERCROWD APARTMENTS; THIS IS AGAINST THE FIRE CODE FOR SAFETY.**
9. Housekeeping Standards

**INSIDE THE APARTMENT GENERAL:** **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, if provided, 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. **Trash:** shall be disposed of properly and not left in the unit.

**KITCHEN:** **Stove:** should be clean and free of food and grease. **Refrigerator:** should be clean. Freezer door should close properly. **Cabinets:** should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. 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 Fan:** should

be free of grease and dust and filters should be clean. **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.

**BATHROOM: Toilet and Tank:** should be clean and odor free. **Tub and Shower:** should be clean and free of excessive mildew and mold. 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.

**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. **Furnace Room:** where applicable must be kept clean and orderly. No storing of any flammable materials permitted. The room must be clutter free and assessable to repair personnel. The furnace, water heater and electric breaker box must always be accessible in the event of an emergency. Dirty laundry should not be stored in the unit, no clothes hanging for drying purposes.

**Housekeeping Standards: Outside the Apartment:** The following standards apply to family development only; some standards apply only when the area noted is for the exclusive use of Tenant: **Yards:** should be free of debris and trash. Exterior walls should be free of graffiti. **Porches (front and rear):** should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit. **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 intact. **Parking Pad:** should be free of abandoned cars. There should be no car repairs in the lots.

10. **Extermination for Vermin Problems** – The management shall be responsible for scheduling each apartment for extermination. The residents shall be given a forty-eight (48) hour notice and must comply with the format or rules required to insure that the exterminator can treat the apartment properly. The Authority will cover extermination of roaches (all species) soil ants, silver fish, mice and rats. **Any** resident who prohibits this service from being performed shall be in violation of their lease.
11. **Wallpaper** – Residents may **not** install wallpaper or other type of wall covering. If unauthorized wall covering is installed residents shall be responsible for the cost of having the wall covering removed and the wall restored to its original condition. **(This also applies to paneling).**
12. **Waterbeds** – Waterbeds are **not** permitted in a Housing Authority unit.
13. **Air conditioners** – Prior to installing an air conditioner, Tenants must obtain a written copy of the Authority's rules for installation. It is the responsibility of the resident to install and maintain said air conditioner. Any damages incurred through use of air conditioner will be the resident's responsibility. Tenants' agree to pay excess utility charge for use of the air conditioner.
14. **Washing Machines** – Residents of Andover-Kent Towers, John F. O'Donnell Apartments and Heckman House are not permitted to install their own washing machine. Residents of Heckman Terrace and Heckman Terrace Annex must use the area provided for washing machines. Any damage caused by the washing machine will be charged to the Tenant after repair by the Authority.
15. **Clothes Dryer** – Residents of Heckman Terrace and Heckman Terrace Annex must notify the Authority as soon as a clothes dryer is brought to the unit. No wiring of any type may be done to operate the dryer. Tenants agree to pay excess utility charge, as posted in the office, for using a dryer. Tenant must use dryer vent provided by the Authority.
16. **Dish Washer** – **NOT PERMITTED**
17. **Antennas** – No antennas outside of building.
18. **RULES ON INSTALLATION OF SATELLITE DISHES**  
**Heckman Terrace and Heckman Terrace Annex**

**Copies of Certificate of Liability Insurance and Workers Compensation Liability Insurance must be presented to and on file in the Housing Authority office before installers are permitted to do work within the Phillipsburg Housing Authority. The Certificate of Liability Insurance is to name Phillipsburg Housing Authority, 530 Heckman Street, Phillipsburg, NJ 08865 as CERTIFICATE HOLDER.**

- a. Installations may be done on Wednesday's only (*supervisor's discretion*);
  - b. Installer must dig hole for pole, Phillipsburg Housing Authority supervisor must be present and sign off on form;
  - c. Metal poles supplied by Installer (*satellite company representative*);
  - d. Location of the mounting post will be at the discretion of the Housing Authority;
  - e. Fees are paid to the Installer (*satellite company representative*);
  - f. Dish must be attached to the pole in a manner to be safe and secure as to not come loose or cause injury to others or cause damage to Housing Authority property;
  - g. All cables must be secured to the post at a minimum of 12" intervals;
  - h. Installer may not tap into existing cable line;
  - i. All wires from the pole to the unit must be underground and wires must run through PVC conduit through unit wall;
  - j. Cable must not run across any floor or doorway and shall not be placed on stairs leading to second floor;
  - k. Fee for Housing Authority services is **\$300.00** payable before the work is performed;
  - l. Installers **must** contact New Jersey Once Call (1-800-272-1000) prior to the installation.
19. **Bathrooms** – Do not put unauthorized items down the toilet drain, sinks or tubs. Such as: disposable napkins, disposable diapers, excessive toilet tissue, bacon or any other grease, coffee grinds, vegetables, toys, newspapers, or other unusable items. **TENANT WILL BE RESPONSIBLE TO PAY THE COST OF CLEANING ANY DRAIN WHICH BECOMES CLOGGED WITH SUCH ITEMS.** Residents should plunge their toilet before calling for maintenance on a clogged toilet. If the Housing Authority personnel can clear the clog with plunging the resident will be charged the amount posted on the list of charges in the main office.
20. **Balconies** - Tenants shall not hang anything on the balcony nor will they shake clothing, linen, dust mops, rugs, etc., from the balcony. Fire regulations prohibit cooking on the balconies. Tenants will not do anything on the balcony that might cause discomfort to those living below or around them. No rugs or painting balcony floor. Balconies are not for storage. Cigarette butts and other litter are not to be dropped off the balcony.
21. **NO** combustible materials are permitted inside the unit. These include but are not limited to: gasoline, lighter fluids, mopeds, motorcycles, propane gas cylinders. Also, aerosol spray cans **are not permitted** in Heckman Terrace furnace rooms.

### **SECTION III – LAUNDRY AREAS OR ROOMS**

1. **Laundry Areas** in Andover-Kent Towers, John F. O'Donnell Apartments and Heckman House are equipped with coin operated washers and dryers for **TENANTS USE ONLY**. The equipment is to be cleaned after each use (**NO OUTSIDERS ARE ALLOWED**). Residents are instructed not to leave laundry in either the washer or dryer after the cycle is completed so that the next resident may use the appliances without undue delay.
2. **Hours for Laundry Areas** - The use of the laundry facilities is permitted only between the hours of 8:00 a.m. to 8:00 p.m. (*emergencies excluded*).
3. **Recycling** – All residents are required by law to recycle the following: Newspapers must be tied in bundles no higher than 12 inches, metal food and beverage can must be rinsed and placed in a container such as a bucket, etc., glass bottles and jars must be rinsed clean and placed in containers by color, plain cardboard must be flattened and tied (pizza boxes, soda cartons and other similar coated cardboard is considered regular garbage). Magazines are regular garbage.

## SECTION IV – OUTSIDE GROUNDS

1. No sitting, climbing or jumping on Authority fences, transformers or other equipment. No climbing trees on Authority property.
2. Do not litter.
3. Do not deface the outside appearance or hallways of the buildings. Spray painting of Authority buildings, playgrounds or other equipment is prohibited.
4. Residents will be responsible for damage to sod, trees, shrubs, flowers and other plantings by their children, visitors or guests
5. Hoses are not permitted to be connected inside units.
6. Swimming pools are not permitted.
7. Yard sales are not permitted.
8. Tenants must care for the grounds adjacent to their unit. This includes snow and ice removal, clean up of debris, leaves, litter, garbage, etc.
9. Swing Sets, Slides, Trampolines, Canopies, Tents; or any other recreational equipment are not permitted without written permission of the Housing Authority.
10. Charcoal Grills, Chimineas, Fire Pits, Deep Oil Fryers; or any outside burning will not be allowed on Housing Authority property.
11. No Clothes Poles/Lines.
12. Exterior Items / Fixtures Tenants are not permitted to keep items outside the exterior of their dwelling units or on the common grass areas. These prohibited items include, but, are not limited to: fences, storage sheds and shrubberies. Personal Items – Tenants personal items include, but, are not limited to: toys, coolers, clothing, planters and household items shall not be left unattended outside of the dwelling unit or on the grounds of the Phillipsburg Housing Authority. These items must be taken inside of the dwelling unit when not in use. Tenants are not permitted to store / use lawnmowers and flammable liquids / containers on Housing Authority property. Exemptions – Tenants may store lawn chairs, tables and barbeque grills **at the rear** of their dwelling unit when not in use. Tenants must place trash cans / recycling cans **at the designated area outside their unit**.

## SECTION V – REFUSE

1. Residents are instructed to check with the management as to the proper manner of disposing large articles such as: refrigerators, furniture, mattresses, etc. Charges for the removal of large items are posted in the Authority office.
2. Junk Removal of Large Items - \$75.00 fee will be added to the list of charges for tenant's in violation of not following procedure for pick-up; the tenant will be charged for any item not called into the office and given a work order number and any item(s) not at the tenant's curbside at the designated times provided.
3. Garbage must be placed at the curb in accordance to Town Ordinance. Storing of garbage outside must be in containers with lids, as per Town Ordinance.
4. Recycling – All residents are required by law to recycle the following: Newspapers must be tied in bundles no higher than 12 inches, metal food and beverage cans must be rinsed and placed in a container such as a bucket, etc., glass bottles and jars must be rinsed clean and placed in containers by color, plain cardboard must be flattened and tied

(pizza boxes, soda cartons and other similar coated cardboard is considered regular garbage). Magazines are regular garbage.

## SECTION VI – PARKING AREA

1. Parking – a) Residents of Andover-Kent Towers, John F. O’Donnell Apartments and Heckman House must provide proof of vehicle ownership to the Authority. The Authority will then provide a parking sticker which must be displayed in the vehicle. This will permit parking in the tenant area of the building parking lot. Visitors must park in area for visitors or other public areas. b) Residents of Heckman Terrace are assigned one parking space near their unit. Parking spaces are marked by address. Visitors must park on the street or in parking spaces not designated to a specific unit. c) Residents of Heckman Terrace Annex residing on Roseberry Street and 604 thru 624 Green Street are assigned one parking space which is marked by address. A lot is provided on Green Street for parking. All other parking must be street parking in areas designated by the Town as legal areas for parking. d) Residents of Heckman Terrace Annex and Heckman Terrace must register all vehicles with the Housing Authority and receive a parking decal which must be displayed in the rear driver’s side window of the vehicle. To register a vehicle the resident must produce a valid New Jersey drivers’ license, a valid New Jersey vehicle registration in the name of the resident and a current vehicle insurance identification. The documents must list the Housing Authority address of the resident seeking a parking decal. If a resident disposes of a registered vehicle the old sticker must be scrapped off and returned to the Housing Authority. Vehicles without Housing Authority decals may be towed off Housing Authority property at the owners expense.
2. Handicapped Parking Areas - Only those residents who hold the emblem denoting “handicapped” may park in parking stalls designated for handicapped as per New Jersey law.
3. Residents must cooperate in removing automobiles from parking lots during occasions of snow removal and the Authority’s cleanup schedule or otherwise directed by the management.
4. Changing oil or other repair work on automobiles, boats and other vehicles is **NOT** permitted.
5. **ALL** vehicles parked in the parking lots or designated spaces on Authority property must be in operating condition. Operating condition means the vehicle must be physically and legally able to be driven on public streets and roads. Vehicles **not** in operating condition, properly licensed, or registered will be removed from the premises at the owner’s expense.
6. Vehicles over **7,000** pounds (*gross vehicle weight*) are not permitted on Authority parking pads in Heckman Terrace and Heckman Terrace Annex.

## SECTION VII – OTHER

1. Residents will not physically assault or threaten to physically assault, abuse or threaten to physically abuse any individual, including but not limited to other residents, guests, and/or Housing Authority employees or contractors. Residents will not steal, borrow; or lend any property of the Housing Authority to other residents, relatives, guests, friends, Authority employees or contractors. Residents shall not harass another resident, guest, Housing Authority employee or contractor.
2. Residents shall not permit anyone on their premises or in their unit who has been served a trespass notice by the Authority.
3. Family disclosure of income information to the Housing Authority and verification.

This applies to families that reside in dwelling units with assistance under the public housing program.

The family must promptly furnish to the Housing Authority any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income.

The Housing Authority must verify the accuracy of the income information received from the family, and change the amount of the total tenant payment, tenant rent or terminate the lease, as appropriate, based on such information.

4. Tenant household members and guests shall not illegally discharge any type of firearm and nor possess any illegal and/or unregistered firearm on or near Housing Authority property. This includes, but is not limited to BB guns and air-powered rifles.

## APPENDIX B – GRIEVANCE PROCEDURE

### I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for tenants to seek the just, effective and efficient settlement of grievances against the Housing Authority of the Town of Phillipsburg (HA).

### II. GOVERNING

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 24 CFR part 966 (24 CFR sections. 966.50 – 966.57).

### III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all individual grievances (as defined in Section IV below) between Tenant and HA with the following two exceptions:

- A. This grievance procedure is not applicable to disputes between Tenants not involving HA, or to class grievance involving groups of Tenants. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of Tenants, and HA's Board of Commissioners.
- B. HUD has issued a due process determination that the law of State of New Jersey requires that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section IV below) before eviction from a dwelling unit. Therefore, HA has elected to determine that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
  - (1) any activity, not just a criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the HA:
  - (2) any drug-related criminal activity **on or off such premises**.

### IV. DEFINITIONS

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

- A. Grievance: Any dispute which a Tenant may have with respect to an action or a failure to act by HA in accordance with the individual Tenant's lease or HA regulations, which adversely affects the individual Tenant's rights, duties, welfare or status.
- B. CFR: The code of federal regulations, which contains the federal regulation governing this grievance procedure.
- C. Complainant: Any Tenant (as defined in this section below) whose grievance is presented to the central office of HA in accordance with the requirements set forth in this procedure
- D. Drug-related criminal activity: means the illegal manufacture, sale, distribution, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).
- E. HA or "Authority": The Housing Authority of the Town of Phillipsburg, a body corporate organized and existing under the laws of the State of New Jersey.
- F. 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 court.
  - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
  - (2) Right of the Tenant to be represented by counsel;
  - (3) Opportunity for the Tenant to refute the evidence presented by HA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;

- G. Hearing Officer: An impartial person selected in accordance with 24 CFR sec 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.
- H. HUD: The United States Department of Housing and Urban Development.
- I. Notice: As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
- J. The "Regulations": The HUD regulations contained in subpart B of 24 CFR part 966.
- K. Resident Organization: An organization of residents.
- L. Tenant: The adult person (or persons) other than a live-in aide:
  - (1) Who resides in the unit and who executed the lease with HA as lessee of the dwelling unit, or, if no such persons resides in the unit.
  - (2) The person who resides in the unit and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
- M. Business Days: Monday through Friday of each week, except for legal holidays.

## V. INCORPORATION IN LEASES

This grievance procedure shall be incorporated by attachment to and by reference in all leases between Tenants and HA at all public housing dwelling leases between Tenants and HA, whether or not so specifically provided in such leases.

## VI. INFORMAL SETTLEMENT OF GRIEVANCE

- A. Initial Presentation. Any grievance must be personally presented, either orally or in writing, to HA's main office, within five (5) business days after the occurrence of the event giving rise to the grievance.
- B. Informal Settlement Conference. If the grievance is not determined by HA to fall within one of the two exclusions mentioned in Section III B (1) and III B (2) above, then HA will, within five (5) business days after the initial presentation of the grievance, informally discuss the grievance with the complainant or his representatives in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the complainant, then the complainant will be promptly notified in writing of the time and place for the informal settlement conference.
- C. Written Summary. Within five (5) business days after the informal settlement conference, a summary of the informal discussion shall be prepared by HA and a copy thereof shall be provided to the complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary will also specify the procedures by which the complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in complainant's tenant file.

## VII. FORMAL GRIEVANCE HEARING

The following procedures apply to the request for a formal grievance hearing under this grievance procedure:

- A. Request for hearing: If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to HA's main office no later than five (5) business days after the date Complainant receives the summary of discussions delivered as required under Section VI above.

Complainant's written request for formal hearing must specify:

- (1) The reasons for the grievance; and
- (2) The action or relief sought by the complainant; and
- (3) If the complainant so desires, a statement setting forth the times at which the complainant will be available for a hearing during the next ten business days; and
- (4) If the complainant has failed to attend an informal discussion conference, a request that the hearing officer waive this requirement.

- B. Failure to Request Hearing. If the complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference. HA's decision rendered at the informal hearing becomes final and HA not thereafter obligated to offer the complainant a formal hearing.

## VIII. SELECTION OF HEARING OFFICER

All grievance hearings shall be conducted by an impartial person appointed by HA, other than a person who made or approved the PHA action under review or a subordinate of such person.

- A. The permanent appointments of persons who shall serve as hearing officers shall be governed by the following procedures:
  - (1) HA shall nominate a slate of persons to sit as permanent hearing officers. These persons may include, but not will not be necessarily limited to, members of the HA Board of Commissioners, HA staff, members residents, or other responsible persons in the community. No persons shall be listed on the slate of members unless such person has consented to serve as a hearing officer.
  - (2) The slate of potential appointees shall be submitted to all HA resident organizations, and posted on the main office bulletin board, for written comments. Written comments from residents or resident organization shall be considered by HA before appointments are finally made. Objection to the appointment of a person as a hearing officer must be considered but is not dispositive as to the proposed appointment with respect to which objection is made.
  - (3) On final appointment, the persons appointed and resident organizations shall be informed in writing of the appointments. A list of all qualified hearing officers and panelists will be kept at the central office of HA and be made available for public inspection at any time.
  
- B. The designation of hearing officers for particular grievance hearings shall be governed by the following provisions:
  - (1) Appointments to serve as a hearing officer with respect to a particular grievance shall be made by HA in random order, subject to availability of the hearing officer to serve in each such case. HA may employ any reasonable system for random order choice.
  - (2) No person shall accept an appointment, or retain an appointment, once selected as a hearing officer, if it becomes apparent that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers or panelist must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have any business relationship, or grievances in which they have some personal interest. Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a complainant fails to object to the designation of the hearing officer of panelists on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

In the event that a hearing officer fails to disqualify himself or herself as required in this grievance procedure, HA will remove the officer from the list of person appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself. And schedule a new hearing with a new hearing officer.

## IX. SCHEDULE OF HEARINGS

- A. Hearing prerequisites: A complainant does not have a right to a grievance hearing unless the complainant has satisfied the following prerequisites to such a hearing:
  - (1) The complainant has requested a hearing in writing.
  - (2) The complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.

- (3) If the matter involves the amount of rent which HA claims is due under the complainant's lease, the complainant shall have paid to HA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, the complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer. Unless waived by HA in writing, no waiver will be given by HA except in cases of extreme and undue hardship to the complainant, determined in the sole and absolute discretion of HA. Failure to make such payment shall result in a termination of the grievance procedure.

B. Time, Place, Notice.

- (1) Upon Complainant's compliance with the prerequisites to hearing set forth above, a hearing shall be scheduled by the hearing officer promptly for a time and place reasonably convenient to both the complainant and HA, not later than the tenth (10<sup>th</sup>) business day after Complainant has completed such compliance.
- (2) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the appropriate HA official, who, unless otherwise designated, shall be the Executive Director.

## X. PROCEDURES GOVERNING HEARINGS

A. Fair Hearings.

The hearing shall be held before a hearing officer as described in Section VIII. The complainant shall be afforded a fair hearing, which shall include:

- (1) The opportunity to examine before the hearing any HA documents, including records and regulations that are directly relevant to the hearing.  
The complainant will be allowed to copy any such documents at the complainants' expense. If HA does not make the document available for examination upon requests by the complainant, HA may not rely on such document at the grievance hearing.
- (2) The right to be represented by counsel or other person chosen as the complainant's representative and to have such person make statements on the complainant's behalf.
- (3) The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the complainant's complaint, to controvert evidence relied on by HA and to confront and cross examine all witnesses upon testimony or information the HA or its management relies; and
- (4) A decision solely and exclusively upon the facts presented at the hearing.

B. Prior Decision in Same Matter.

The hearing officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.

C. Failure to Appear.

Of the complainant or HA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed five business days or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer shall notify the complainant and HA of the determination

The failure to attend a grievance hearing shall not constitute a waiver of any right for which the complainant may have to contest HA disposition of the grievance in an appropriate judicial proceeding.

D. Required Showing of Entitlement to Relief.

At the hearing, the complainant must first make a showing of a entitlement to the relief sought and thereafter HA must sustain the burden of justifying HA's action or failure to act against which the complaint is directed.

E. 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 proceeding.

F. Orderly Conduct Required.

The hearing officer shall require HA, 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 obtain order may result in 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.

G. Transcript of Hearing.

The complainant or the HA 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.

H. Accommodations to Handicapped Person

HA must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

I. Recording Devices

Tape Recording Devices can be used during the Hearing if so requested by the Tenant, the Tenant's Representative or the Housing Authority.

## **XI. DECISION OF THE HEARING OFFICER**

Upon completion of the grievance hearing, the hearing officer shall meet with the grievance committee to make a determination as to the merits of the grievance and the following provision shall govern:

A. Written Decision.

The hearing officer shall prepare a written decision, together with the committees' reasons for the decision within ten (10) business days after the completion of the hearing.

- (1) A copy of the decision shall be sent to the complainant and HA. HA shall retain a copy of the decision in the complainant's tenant folder.
- (2) A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by HA and made available for inspection by any prospective complainant, his representative, or the hearing officer.

B. Binding Effect

The written decision of the hearing officer shall be binding upon HA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless HA's Board of Commissioners determines, within ten (10) business days, and properly notifies the complainant of its determination, that:

- (1) The grievance does not concern HA action or failure to act in accordance or involving the complainant's lease, or HA's regulations, which adversely affect the complainant's rights, duties, welfare or status, or

- (2) The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the HA.

C. Continuing Right of Complainant to Judicial Proceedings.

A decision by the hearing officer or Board of Commissioners in favor of HA or which denies the relief requested by the complainant, in whole or in part, shall not constitute a waiver of, nor effect in any way the rights of the complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## **XII. 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,
- (2) Upon the date received for or refused by the addressee, in the case of certified 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.

If a Tenant is visually impaired, any notice hereunder delivered to such Tenant shall be in an accessible format.

## **XIII. MODIFICATION**

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

## **XIV. MISCELLANEOUS**

- A. Concurrent Notice: If a Tenant has filed a request for grievance hearing hereunder in a case involving HA'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. Therefore, if the hearing officer or hearing panel uphold HA's action to terminate the tenancy, HA may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and vacating of premises stated in the notice of termination delivered to complainant, or the delivery of the report of decision of the hearing officer to complainant.
- B. Cost of copying documents shall be \$1.00 per page payable on delivery.

## **XV. GRIEVANCE HEARING OFFICERS**

**HOUSING AUTHORITY OF THE TOWN OF PHILLIPSBURG  
530 Heckman Street  
Phillipsburg, NJ 08865**

**Telephone: 908-859-0122 / Fax: 908-859-1574**

### **Grievance Hearing Officers**

Thomas McGuire

Kevin DeGerolamo

Lucia Delopoulos

Robert Frankenfield

Joanne Tersigni

Mary Tieff

## APPENDIX C – RECORD OWNER

**Re:** (1) Heckman Terrace Annex (2) Heckman Terrace  
(3) Andover-Kent Towers (4) John F. O'Donnell Apartments  
(5) Heckman House

Dear Resident:

In accordance with P.L. 1974, Chapter 50 (NJSA 46:8 – 27 et. seq.,) the following information is being provided to you with regard to the above housing developments.

A. The name and address of the record owner is:

***Housing Authority of the Town of Phillipsburg  
530 Heckman Street, Phillipsburg, New Jersey 08865  
Telephone: (908) 859 – 0122***

B. Since the record owner is a corporation, the name and address of the registered managing agent is:

***Thomas McGuire, Acting Executive Director  
530 Heckman Street, Phillipsburg, New Jersey 08865***

**The Corporate Officers of this Corporation are:**

Kent Corcoran, Chairman  
James Shelly, Vice Chairman  
Thomas McGuire, Acting Secretary-Treasury

C. The provision of regular maintenance and emergency maintenance for any housing unit listed above shall change. The new information will be posted within seven (7) days.

## APPENDIX D – CRIME INSURANCE

### HOUSING AUTHORITY OF THE TOWN OF PHILLIPSBURG

#### **MEMORANDUM**

**TO:** All Housing Authority Tenants  
**FROM:** Thomas McGuire, Acting Executive Director  
**SUBJECT:** Crime Insurance

Crime insurance is available through the Federal Crime Insurance Program of Title VI of the Housing and Urban Development Act of 1979, 12 U.S.C. Sec. 1794 b b b et. seq.

## **APPENDIX E – TRUTH IN LENDING BOOKLET**

## **APPENDIX F – WINDOW GUARDS**

Please be advised that the *Authority* is required by law to provide, install and maintain window guards in the apartment of any tenant who has a child 10-years of age or younger, who resides or is regularly present for a substantial period of time, and makes a written request to the *Authority* that the window guards be installed.

Once installed no one shall remove or otherwise render ineffective such window guards. Window guards can only be removed by a Housing Authority staff member, but only from an unoccupied unit or from a unit in which no child 10 -years of age or under resides or when requested to do so by a tenant in writing.

The above does not apply to any lease of a first-floor unit.



## APPENDIX G – PET POLICY & APPLICATION

### PET POLICY

#### I. Preamble

Section 526 of the Quality Housing and Work Responsibility Act of 1998 establishes pet ownership requirements for residents of public housing, namely **Heckman Terrace Annex and Heckman Terrace**. In the interest of community relations the following Pet Policy is drafted to act as a policy and administrative guide. The policy is intended to meet the needs of management, non-pet owning tenants, and pet owning tenants. This policy shall be incorporated into the lease agreement. Its terms shall be adhered to by the lease holder.

Section 227 of the Housing and Urban Renewal Recovery Act of 1983, effective November 30, 1982, provides for the ownership of pets in federally assisted rental housing built exclusively for occupancy by elderly and handicapped persons, namely **Andover-Kent Towers, John F. O'Donnell Apartments, and Heckman House Apartments**. In the interest of community relations the following Pet Policy is drafted to act as a policy and administrative guide. The policy is intended to meet the needs of management, non-pet owning tenants, and pet owning tenants. This policy shall be incorporated into the lease agreement. The terms shall be adhered to by the lease holder.

#### II. Definition of Pet

Pets are defined as:

- A. Domesticated dogs not exceeding twenty (20) pounds in weight and meeting other requirements of this Policy.
- B. Domesticated cats not exceeding fifteen (15) pounds in weight and meeting other requirements of this Policy.
- C. Fish in an approved tank not exceeding twenty (20) gallons.
- D. Domesticated, caged, small birds in an approved cage.
- E. Domesticated, caged rodents, namely Gerbils, Hamsters or Guinea Pigs in an approved cage.
- F. No other living creatures shall be construed as a pet.

*NOTE:* These definitions do not include service animals that are used to assist person with disabilities.

#### III. Pet Application Registration

Tenants who wish to apply for a Pet Permit must file an application for Pet Permit with the Housing Authority. Applications will be processed on a first-come; first-serve basis. Pets must be registered with the Housing Authority before they are brought onto the premises.

#### IV. Pet Permit

Prior to placing a pet into residency in any Housing Authority administered housing, applicant tenant must file an application for a Pet Permit. A Pet Permit will be issued after all initial conditions of this Policy have been met.

#### V. Conditions for Issuance of Pet Permit

- A. Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest free. This registration must be renewed annually and will be coordinated with the annual reexamination date. (Applicant must file a Certificate of Municipal Registration of the pet in accordance with local ordinance (applies to dogs and cats).
- B. Applicants must file evidence in the form of an acceptable certificate that pet is in good health and has been inoculated as follows: Dogs – DHLPP, worms, and Rabies; Cats – RCPC, worms, and Rabies and that said inoculation is current. )
- C. Applicant must certify and agree to the general terms and conditions of the management of said pet and acknowledge that the Pet Permit can be revoked for failure to follow pet management rules.
- D. Prior to issuance of Pet Permit, applicant agrees to post a pet damage deposit of \$100.00 for a cat or dog. Said deposit will be applied to pay reasonable expenses directly attributable to the presence of the pet in the unit, including, but not limited to the cost of repair and replacement and fumigation of the tenant's dwelling unit. Upon vacating of the unit or removal of the pet the PHA shall refund the unused portion of the pet damage deposit to

the tenant within a reasonable time after the tenant moves from the unit or no longer owns or keeps a pet in the dwelling unit.

- E. Prior to issuance of Pet Permit, applicant agrees to sign a statement that applicant has read and understands the Pet Policy and agrees to amend the lease accordingly.
- F. Applicant must file, as part of the application process, "Pet Emergency Care Plan" in case applicant is unable to care for said pet in an emergency and which will empower the Housing Authority to transfer pet care responsibility to an approved friend or relative of the applicant, off the premises of the Housing Authority, as set forth in the "Pet Emergency Care Plan" or the local animal control officer.

#### VI. Rules Governing the Keeping of Pets

- A. Limit one (1) Pet Permit per household;
- B. Limit one (1) cat or dog per Pet Permit or any combination of two (2) of the following: One twenty (20) gallon fish tank or one bird cage or one caged domesticated rodent;
- C. Pets to be confined to apartment unless on a leash (dogs and cats);
- D. Pets shall not wander without attended restraint (leash) on Housing Authority grounds;
- E. The pet owner will be required to designate two (2) responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet. A resident who cares for another resident's pet must notify the PHA and sign a statement that they agree to abide by all of the pet rules. In the event that the tenant leaves the apartment in an emergency the pet is to be provided for in accordance with the "Pet Emergency Care Plan" within four (4) hours of departure of said tenant.
- F. Tenant acknowledges responsibility for the cleanliness of pet and removal of pet waste from the apartment daily by:
  - 1. Placing cat litter waste into bags and into garbage cans and put out for collection weekly. Litter shall not be disposed of by being flushed through a toilet.
  - 2. Placing dog on leash and taking dog to yard area adjacent to apartment that is maintained/designated by said tenant (at least twice daily regardless of the weather conditions) and immediately cleaning up the area.  
*NOTE:* Tenants are not to store pet waste in their apartment or flush pet waste with "kitty litter" down the toilet, sinks or bathtubs.
  - 3. Tenant, pet owner, MUST own a vacuum cleaner and clean up pet residue (hair, seeds, feathers, water) daily. Apartment must be kept clean and free of odor at all times.
- G. Tenant pet owner must prevent pet from damaging property (within apartment, common areas, grounds or personal property of others) and assumes all liability regardless of fault in cases where said pet contributes to or causes property damage or personal damage.
- H. Tenant agrees to manage pet in such a way that it does not contribute to complaints from other tenants regarding behavior and activities of said pet.
- I. A non-refundable fee of \$10.00 per month will be assessed to each unit in which a dog or cat resides.
- J. All dogs and cats MUST be neutered or spayed at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that sun and verification provided to the Housing Authority. Dogs by the age of eight (8) months and cats by the age of eight (8) months.
- K. When notified that the unit will be inspected, or work will be performed by Housing Authority employees or contractors the resident or their representative must be available to keep the animal away from Housing Authority employees or contractors.
- L. Pet owner must abide by all State and local laws, regulations and ordinances pertaining to animal pets.

#### VII. General Conditions

- A. NO dogs of the following breed are permitted on Housing Authority property: Pit Bulls, Doberman Pinchers, Rottweilers, German Shepherds, and Boxers, Chows or any combination of stated breeds.
- B. Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations are not permitted. Reptiles, rodents, insects, arachnids, wild animals or feral animals, pot-bellied pigs or animals used for commercial breeding are not permitted.
- C. Any animal not permitted under state or local law or code.
- D. The only pets allowed on the premises are those that the owner has a valid pet permit. No visitor(s) may bring a pet on Housing Authority property except animals that assist persons with disabilities; i.e, seeing eye dog.

VIII. Pet Control

- A. Tenant must keep pets on a leash or carried in all Housing Authority property. Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.
- B. No pets shall be permitted in lobbies, laundry, maintenance areas, community rooms, housing authority offices or elevators. Pets will be allowed in the corridors of the high rises while going to or from the apartment.
- C. A tenant and their pet who resides in Heckman Terrace or Heckman Terrace Annex who holds a valid Housing Authority issued pet permit, may visit another tenants unit, but only with the consent of the tenant being visited. While visiting another Housing Authority tenant/unit the pet owner shall have their pet on a leash at all times and under complete control. While visiting another Housing Authority tenant/unit, pet owner assumes complete responsibility for any Housing Authority property damage, within apartment, common areas or grounds, or any physical harm inflicted on another person and assumes all liability regardless of fault in cases where said pet contributes to or causes property or personal damage.
- D. Pet Owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.
- E. Installation of pet doors is prohibited.
- F. No animals may be tethered or chained inside or outside the dwelling unit at any time.

IX. Pet Waste

Tenant is responsible to clean up after pet. A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

X. Petition of Removal

Upon petition by two (2) or more neighboring residents alleging complaints against the pet owner for non-compliance of Pet Policy, tenant agrees to a hearing on said infraction by Housing Manager or Executive Director and to abide by determination of said hearing including removal of pet within seventy-two (72) hours if removal of pet is the decision of Housing Manager or Executive Director at the hearing.

XI. Damages

Damages caused by pet as determined by inspection shall be repaired; replaced by management at full repair/replacement cost at time of discovery of damage. Tenant will be billed for full repair cost at time of repair. All charges will be payable as per Section II, Paragraph 6 of the Lease.

Revocation of Pet Permit

- A. Revocation of Pet Permit may occur upon the occasion of the following conditions:
  - 1. Upon death of pet
  - 2. Upon permanent removal of pet from the apartment
- B. Upon determination by management of Housing Authority, the following conditions may be considered cause for revocation:
  - 1. Pet has caused damage to apartment, common areas or grounds;
  - 2. Pet has bitten, scratched or caused injury to any person;
  - 3. Pet makes animal sounds that are generally annoying to tenants and management: example; barking or loud meowing cat;
  - 4. Pet defecates or urinates in apartment or grounds (except in kitty litter boxes) and the resident does not immediately clean up the defecation/urination;
  - 5. Pet is found out of control of tenant;
    - i. Off leash
    - ii. Running loose
    - iii. Bird not caged
  - 6. Upon expiration of municipal animal license;
  - 7. Upon expiration of inoculations, unless current inoculation status is re-certified;
  - 8. Upon any determination by the Housing Authority, that pet is a danger to the health and/or safety of tenants, guests or employees of the Housing Authority;

9. Upon the failure of the resident to abide by Section VI *Rules Governing the Keeping of Pets* or failure to comply with anything contained herein.

XII. Death of Pet

The tenant shall be responsible for arranging for burial or other disposal, off the premises, of pets in the event of death of pet.

I ACKNOWLEDGE, I HAVE READ AND UNDERSTAND ALL OF THE ABOVE:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Date

# HOUSING AUTHORITY OF THE TOWN OF PHILLIPSBURG PET POLICY

Tenant Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone #: \_\_\_\_\_

Date pet is expected to be brought into unit \_\_\_\_\_

**TYPE OF PERMIT REQUESTED:**

\_\_\_\_\_ Dog    \_\_\_\_\_ Cat    \_\_\_\_\_ Fish    \_\_\_\_\_ Bird    \_\_\_\_\_ Rodent

**Description of Pet:**

Name of Pet \_\_\_\_\_ Male or Female (circle one)

Breed (if dog or cat) \_\_\_\_\_ Color(s) \_\_\_\_\_

Age of Pet \_\_\_\_\_ Weight of Pet \_\_\_\_\_ Spayed/Neutered \_\_\_\_\_ Yes \_\_\_\_\_ No  
(If old enough)

1. Parties and Dwelling Unit  
The parties of this permit are the Housing Authority of the Town of Phillipsburg, referred to as the Management/landlord and \_\_\_\_\_ referred to as the Tenant.  
The landlord leases to the tenant unit number \_\_\_\_\_ located at \_\_\_\_\_.
2. Length of Time (Term): Month to Month, recertified annually  
The term of this permit shall begin on \_\_\_\_\_ and end as per the Pet Policy.
3. Pet Deposit: \$100.00  
The tenant has deposited \$ \_\_\_\_\_ with the landlord. The landlord will hold the pet deposit for the Period tenant occupies the unit. After the tenant has moved from the unit, the landlord will determine whether the tenant is eligible for a refund of any or all of the pet deposit, and make such refund within thirty (30) days.
4. The tenant agrees to file a copy of any Municipal Registration or license with the landlord and keep same current.
5. The tenant agrees to keep the pet properly inoculated for rabies and distemper and file proof that such inoculations or vaccinations are current.
6. The tenant agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet and assumes personal responsibility for personal injury to any party caused by the pet.
7. The tenant hereby certifies and agrees to the general terms and conditions of the management of this pet by the tenant and understands and acknowledges that the Pet Permit can be revoked for failure to follow and abide by the Pet Policy.

8. The tenant agrees, in the event it becomes necessary for the landlord to retain or hire an attorney to represent the landlord for the purpose of advising or preparing for or conducting an action for eviction of the tenant; or collection of pet damages, the tenant shall be obligated to pay fees and court costs and shall be considered to be additional charges due and owing upon the presenting of a bill for same, to the tenant, if the landlord prevails in the action.
9. The tenant has read and understand the Pet Policy and agrees to amend the lease accordingly.
10. The tenant agrees and understands that the Pet Policy is part of the lease and this permit.
11. The tenant agrees to file a "Pet Emergency Care Plan" with the landlord and agrees to hold the landlord and employees harmless of any liability in connection with the Pet Emergency Care Plan.
12. The tenant agrees to pay for any and all costs for the care of the pet in a pet care facility, if it becomes necessary, in the event of an emergency.
13. The tenant agrees to any reasonable changes in the Pet Policy that may occur in the future.
14. The tenant agrees to have pet use outside pet relief areas, if pet is a dog or cat, or cats may use an approved kitty litter container in the apartment. Tenant further agrees to pay for the cost of any clean-up as the result of "accidents" by the pet.
15. Bird cages are not permitted to be attached to the ceilings.
16. Applicant understands that permits are issued on a first-come, first-serve basis, and may be placed on a waiting list.

As a condition of application for this Pet Permit, I understand and agree to the terms and conditions of the Pet Policy and acknowledge the inclusion of such into my lease agreement.

\_\_\_\_\_  
 Tenant

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Landlord

\_\_\_\_\_  
 Date

**HOUSING AUTHORITY OF THE TOWN OF PHILLIPSBURG  
PET POLICY**

Tenant Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

As part of the condition of obtaining a Pet Permit for the Pet, the undersigned tenant hereby certified the following have been designated to care for my pet during any period I will be out of the household or unable to attend to the pet as per the requirements of the Pet Policy. NOTE: Fish Tanks may remain in the apartment. All other pets must be removed for proper care.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Work #: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Work #: \_\_\_\_\_

In the event neither of the above can be reached, or are unable to take care of the pet, the Housing Authority has my permission to have a local animal control officer take the animal to the local designated veterinarian for care of the animal until myself or one of the designated persons, as named above, take control of the animal. I understand that I am responsible for all costs incurred. I will pay said costs to the billing party.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## **APPENDIX H – COMMUNITY SERVICE 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 and Girls clubs, 4-H program, Garden Center, Community cleanup programs, beautifications programs, other youth or senior organizations;
- Work at the Authority to help improve physical conditions;
- Work at the Authority to help with senior programs;
- Helping neighborhood groups with special projects;
- 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;
- Budgeting and credit counseling;
- Any kind of class that helps a person towards economic independence; and
- Full time student status at any school, college or vocational school.

**Exempt adult** an adult member of the family who

- Is 62 years of age or older;
- (i) Is a blind or disabled individual, as defined under 216 (i) (1) or 1614 of the Social Security Act (42 U.S.C. 416 (i) (1); 1382c, and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or (ii) is a primary caretaker of such individual;
- Is the caretaker of a disabled person;
- Is working an average of 20 hours per week;
- Is participating in a welfare to work program;
- Is a member of household that is receiving SNAP Benefits;
- Is in the Armed Forces, including the National Guard
- Is in the last trimester of pregnancy and the first three months after the birth of a child.

**C. Requirements of the program**

1.The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two;

2. The required community service or self-sufficiency activity may be completed 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of compliance [Notice PIH 2015-12].

3.Activities must be performed within the community and not outside the jurisdictional area of the Authority unless prior approval from the Authority is received.

4.Family obligations

- At lease execution or re-examination all adult members (18 or older) of a public housing resident family must:
  - provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
  - sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in non-renewal of their lease.
- At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.
- If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.

#### 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 move-in 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 I – VAWA – VIOLENCE AGAINST WOMEN ACT**

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

The purpose of this Policy (Herein called “*Policy*”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth Housing Authority of the Town of Phillipsburg (herein called “*Authority*”) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by Phillipsburg Housing Authority of all federally subsidized public housing under the United States Housing Act of 1937 (42 U.S.C. 51437 et seq.). Notwithstanding its title, this Policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

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

This Policy has the following principal goals and objectives:

Maintaining compliance with all applicable legal requirements imposed by VAWA;  
Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by the Authority.  
Providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking;  
Creating and maintaining collaborative arrangements between the Authority, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, and stalking who are assisted by the Authority, and;  
Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by the Authority.

### **III. Other Phillipsburg Housing Authority Policies and Procedures**

This Policy shall be referenced in and attached to the Phillipsburg Housing Authority’s Five-Year Public Housing Agency Plan and shall be incorporated in and made part of the Phillipsburg Housing Authority’s Admissions and Continued Occupancy Policy (*ACOP*). The Phillipsburg Housing Authority’s Annual Public Housing Agency Plan shall also contain information concerning Phillipsburg Housing Authority’s activities, services, or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this Policy shall vary or contradict any previously adopted policy or procedure of the Phillipsburg Housing Authority the provisions of this policy shall prevail.

### **IV. Definitions**

#### **Domestic Violence**

The term “domestic violence” includes felony or misdemeanor crimes of violence committed by a current or form spouse of the victim, by a person with whom the person shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

#### **Dating Violence**

Violence committed by a person:

Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

Where the existence of such a relationship shall be determined based on a consideration of the following factors:

The length of the relationship  
The type of relationship  
The frequency of interaction between the persons involved in the relationship

**Stalking**

To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and

To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and

In the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to: that person;

a member of the immediate family of that person; or

the spouse or intimate partner of that person;

**Immediate Family Member (With Respect to a Person)**

a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

Any other person living in the household of that person and related to that person by blood or marriage.

**Perpetrator**

Person who commits an act of domestic violence, dating violence, or stalking against a victim.

Non-Denial of Assistance

Phillipsburg Housing authority will not deny admission to public housing or to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

**VI. Termination of Tenancy or Assistance**

**VAWA Protections**

Under VAWA, public housing residents have the following specific protections, which will be observed by the Phillipsburg Housing Authority.

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

In addition to the foregoing, tenancy or assistance will not be terminated by the Phillipsburg Housing Authority as a result of criminal activity is directly related to domestic violence, dating violence, or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

Nothing contained in this paragraph shall limit any otherwise available Authority of Phillipsburg Housing Authority to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action Phillipsburg Housing Authority may apply a more demanding standard to the victim of domestic violence, dating violence, or stalking than that applied to other tenants.

Nothing contained in this paragraph shall be construed to limit the Authority of Phillipsburg Housing Authority to evict or terminate from assistance any tenant or lawful applicant if the Phillipsburg Housing Authority, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

### **Removal of Perpetrator**

Further, notwithstanding, anything in Paragraph (VI., A, a) or Federal, State or local law to the contrary, the Authority, as the case may be, may bifurcate a lease, or remove a household member from the lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the Authority.

## **VII. Verification of Domestic Violence, Dating Violence, or Stalking**

### **Requirement for Verification**

The law allows, but does not require, Phillipsburg Housing Authority to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking, claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Phillipsburg Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Authority.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, or stalking may be accomplished in one of the following three ways:

### **HUD-Approved Form**

By providing to the Authority a written certification, on a form approved by the US Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-Approved Form, and the completed certification must include the name of the perpetrator.

### **Other Documentation**

By providing to Phillipsburg Housing Authority documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional from whom the victim has sought assistance in addressing the domestic violence, dating violence, or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

### **Police or Court Record**

By providing to Phillipsburg Housing Authority local police or court record describing the incident or incidents in question.

### **Waiver of verification requirement**

The Executive Director of the Phillipsburg Housing Authority, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in sole discretion of the Executive Director. Any such waiver must be in writing. Waiver in particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

## **VIII. Confidentiality**

### **Right of Confidentiality**

All information (including the fact that an individual is a victim of domestic violence, dating violence, or stalking) provided to the Authority in connection with a verification required under Section VII of this Policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

Requested or consented by the individual in writing, or;  
Required for use in public housing eviction proceeding, as permitted in VAWA, or;  
Otherwise required by applicable law.

### **Notification of Rights**

All tenants of public housing administered by the Phillipsburg Housing Authority shall be notified in writing concerning their right to confidentiality and the limits on such rights of confidentiality.

## **IX. Notification**

Phillipsburg Housing Authority shall provide written notification to applicants and tenants concerning their rights and obligations created under VAWA relating to confidentiality, denial of assistance, and termination of tenancy or assistance.

## **X. Relationship with Other Applicable Laws**

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State, or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, or stalking.

## **XI. Amendment**

This policy may be amended from time to time by the Phillipsburg Housing Authority as approved by the Phillipsburg Housing Authority Board of Commissioners.

## **VIOLENCE AGAINST WOMEN ACT STATEMENT (VAWA)**

*The Housing Authority of the Town of Phillipsburg (herein called Phillipsburg Housing Authority) has included in its Annual and Five Year Plans the following information regarding the “Violence Against Women Act”. The inclusion of this information is in accordance with Section 5A of the United States Housing Act (42 USC 1437c-1) which requires that the plan provide specific information regarding our goals and activities to assist victims of domestic violence, dating violence, sexual assault or stalking.*

The *Phillipsburg Housing Authority* works closely with the *Phillipsburg (local) Police Department* in reporting all crimes occurring on Housing Authority property. The reports include all incidences of domestic violence. We will also receive complaints directly at our office or through any member of our staff. All incidences of domestic violence will be handled in a discreet, courteous, confidential and professional manner. Victims will be referred to the following:

*Domestic Abuse and Sexual Assault  
Crisis Center  
PO Box 88  
Washington, NJ 07882-0088  
(866) 6BE-SAFE*

This program is exclusively devoted to domestic violence intervention. The program offers full range of specialized services including crisis intervention, counseling, legal advocacy, court appearance preparation, court accompaniment, counseling, community education and professional training.

In consultation with the Crisis Center Program, the *Phillipsburg Housing Authority* will assist the victim in contacting the *Warren County Prosecutor's Office*, Domestic Violence Unit (908) 475-6624 to assist in prosecuting indictable domestic violence crimes. A counselor will be requested to assist the victims during the legal process.

The *Phillipsburg Housing Authority* also follows all procedures enumerated in the March 16, 2007 Federal Register Notice regarding VAWA. It is the *Phillipsburg Housing Authority's* goal to ensure that all residents reside in a safe and secure environment free from violence. The Phillipsburg Housing Authority will take all measures possible to protect its residents by removing the violent offender and assisting the victim. All information regarding domestic violence shall be kept strictly confidential by the *Phillipsburg Housing Authority*

## APPENDIX J – NO SMOKING POLICY

### NO SMOKING POLICY INTRODUCTION

*The Phillipsburg Housing Authority (“Authority”) recognizes that smoking poses substantial health hazards, both to smokers and persons exposed to tobacco smoke; that smoking creates a fire hazard and is a leading cause of fire, causing injury and property damage; that smoking may be a serious nuisance to your non-smoking neighbors; and that permitting smoking in residential rental property substantially increases a landlord’s maintenance costs.*

*The Authority further recognizes that these problems are exacerbated in multi-unit dwellings, particularly when the resident population is composed of senior citizens and families. Accordingly, the Authority has determined that it is in the best interest of the Agency and its residents to adopt a no-smoking policy for all senior citizen developments.*

*However, to ensure fairness to current residents who smoke, the policy will be applied to new tenants and any, and all visitors immediately, and to current tenants on July 1, 2018.*

### POLICY

*It is the policy of the Authority that all Family developments be smoke-free by July 1, 2018. There shall be no smoking anywhere in the building, including in the individual dwelling units of the tenants and common areas such as the Community Building, Maintenance Buildings, Administrative Offices, etc. Smoking is banned within twenty-five (25) feet of Housing Authority Properties.*

1) **HECKMAN TERRACE (Development 2)**

{Includes all of Fisher Avenue, Watson Place & Kneedler Avenue, 440-566 Heckman Street (even #'s only), 408-454 Roseberry Street (even #'s only) & 461-528 Anderson Street}

2) **HECKMAN TERRACE ANNEX (Development 1)**

{Includes all of Elm Avenue, 542-624 Green Street, 500-570 Roseberry Street & 557-579 Walnut Street}

*This policy shall be effective immediately, and shall apply prospectively to current tenants on July 1, 2018. **All residents** and **successful applicants** for admission shall be required to sign an addendum to the standard Authority dwelling lease setting forth the no-smoking policy and making compliances with the policy, terms and conditions of the Lease.*

*An addendum is attached to the lease and all residents will be required to sign the addendum as part of the lease-signing process. Current residents who smoke shall be permitted to do so in their units, so long as they keep the doors to their units closed, until July 1, 2018. Effective immediately: NO guests are permitted to smoke on PHA Property.*

*It has been the policy of the Authority that all Senior developments are smoke-free as of January 1, 2015. Smoking is prohibited anywhere in the building, including in the individual dwelling units of the tenants, lobbies, halls, and other common rooms and spaces in the building. Smoking will only be permitted on the grounds in the following designated area assigned by the Authority:*

- **John F. O'Donnell Building, 235 South Main Street** – In the Parking Lot (far end) at the guard rails by the railroad tracks (opposite visitor’s parking).
- **Andover-Kent Towers, 638 South Main Street** – At the Cedar Alley side of the building by the garbage drop off area.
- **Heckman House Apartments, 525 Fisher Avenue** – At the Fisher Avenue Parking Lot exit in front of the garbage drop off area.

**Phillipsburg Housing Authority**  
**"NO SMOKING"**  
**LEASE ADDENDUM**

**DEFINITIONS:**

**"SMOKING"** means any use or possession of a cigar, cigarette, or pipe containing tobacco or a tobacco product while that tobacco or product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to, any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tahacum* which is cultivated for its leaves to be used in cigarettes, cigars, or pipes. Smoking also refers to the use or possession of burning, lighted, ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**"DWELLING UNIT"** means any unit with the Authority's Senior Public Housing Development use for a residence, home or sleeping by members of the household listed on the Lease.

**"LANDLORD"** means the Phillipsburg Housing Authority or Authority.

**"TENANT"** means any person entitled to occupy a dwelling unit under the Lease.

**"GUEST"** means any, and all visitors to the unit.

**"PREMISES"** means a dwelling unit in the Landlord's Public Housing Development, which also includes the facilities, grounds, and property held out for the use of tenants and their guests.

**"EVIDENCE OF SMOKING"** means evidence such as ash trays with cigarette butts or cigar butts, ashes from previously lit tobacco products, cigarette or cigar butts, and/or the smell of smoke from a previously lit tobacco product in the dwelling unit and/or premises.

**"DESIGNATED AREA"** means the only area where smoking is permitted.

**Phillipsburg Housing Authority**  
**"NO SMOKING"**  
**LEASE ADDENDUM**

**1) Smoking Anywhere INSIDE Units or within twenty-five (25) feet of the Community property is Strictly Prohibited**

All forms and use of lighted or burning tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation to this addendum and the Lease Contract. The prohibition or use of any lighted or burning tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to the management *and* leasing offices, building interiors and hallways, building common areas, apartments, all areas of the apartment community or on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents is also prohibited by this addendum and other provisions of the Lease Contract inside any apartment or building.

**Smoking OUTSIDE Units of the Family Community**

Smoking on porches, sidewalks, lawns and common areas outside of your unit is not permitted.

**Only the following outside areas of the building may be used for smoking:**

- ***John F. O'Donnell Building, 235 South Main Street*** – *In the Parking Lot (far end) at the guard rails by the railroad tracks (opposite visitor's parking).*
- ***Andover-Kent Towers, 638 South Main Street*** – *At the Cedar Alley side of the building by the garbage drop off area.*
- ***Heckman House Apartments, 525 Fisher Avenue*** – *At the Fisher Avenue Parking Lot exit in front of the garbage drop off area.*

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the units or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of employees, other residents, or guests.

**2) Your Responsibility for Damages and Cleaning**

You are responsible for payment of all costs and damages to your apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You will be responsible for any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract in-excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheet rock, carpeting, wood, insulation, or other components of the apartment or building is in-excess of normal wear and tear in our smoke free community.

**3) Lease Contract Termination for Violation of the Addendum**

We have the right to terminate your Lease Contract or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the No-Smoking provisions is a material and substantial default or violation of the Lease Contract.

**4) Your Responsibility for Conduct of Occupants, Family Members, and Guests**

You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this lease addendum by your occupants, family, guests, and invitees.

**5) There is No Warranty of a Smoke-Free Environment**

Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your apartment or the apartment community is smoke free. Enforcement of our No-Smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must therefore cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this addendum, you are acknowledging that a violation could lead to the termination of your Lease Contract or right to continue living in the apartment. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum.

**6) It shall be a violation of the Smoking Ban, if a tenant and/or guest, is observed smoking in the dwelling unit or on the premises, unless in a designated smoking Area**

It shall also be a violation of the Smoking Ban if the Landlord finds Evidence of Smoking in the dwelling unit. Citations will be issued to tenants for such violations and will be treated like any other violation under the Lease, including a cease and desist and possible eviction.

**FIRST OFFENSE:** Face to Face Verbal Warning documented by resident – signed document that states he/she has received the verbal warning

**SECOND OFFENSE:** First Written Warning

**THIRD OFFENSE:** Second Written Warning

**FOURTH OFFENSE:** Notice of Termination of Assistance

Which includes the following:

- a. Form for requesting a Grievance Hearing
- b. Notice of Rights Under VAWA
- c. Conduct Grievance Hearing if requested

## **APPENDIX K – LATE FEES**

### **LATE FEE**

If the tenant does not pay the full monthly installment of rent on or before seven (7) days after the due date, the tenant will be charged a **LATE FEE** of \$25.00.

Repeated late rental payments are lease violations and can lead to lease termination and evictions.

## EXHIBIT II – APPLICATION TO ADD NEW MEMBER TO PHA LEASE

### HOUSING AUTHORITY OF THE TOWN OF PHILLIPSBURG

530 Heckman Street  
Phillipsburg, New Jersey 08865  
Telephone: (908) 859-0122 Fax: (908) 859-1574

#### APPLICATION TO ADD A NEW MEMBER TO PHA LEASE

All participants must report any changes in household composition or income in writing within ten (10) days of the change. You may not permit a new member to reside in the household until you complete the following steps: **(1)** HOH must submit an Interim Request to Add, **(2)** obtain approval from the Property Manager to begin the process to add a new member (Current household members must be in good standing) **(3)** Pick up the application packet **(4)** Submit this packet **in full** to Phillipsburg Housing Authority, **(5)** Recertification Specialist verifies all information is included and processes all EIV & Debts Owed Checks **(6)** Property Manager does credit and criminal background checks **(7)** Decision is made and HOH is notified of decision.

Head of Household: \_\_\_\_\_ Date: \_\_\_\_\_  
SSN: \_\_\_\_\_ Email: \_\_\_\_\_  
Home Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State and Zip \_\_\_\_\_

#### MEMBER BEING ADDED TO UNIT

Name of New Member: _____	Relationship: _____		
SSN: _____	DOB: _____	Driver's License #: _____	State: _____
Disabled <input type="checkbox"/> YES <input type="checkbox"/> NO	Full-time student <input type="checkbox"/> YES <input type="checkbox"/> NO		
If new member is a minor, do you have legal custody? <input type="checkbox"/> YES <input type="checkbox"/> NO			

<b>For Statistical Purposes Only</b>				
Race:	<input type="checkbox"/> White	<input type="checkbox"/> African American	<input type="checkbox"/> Native American	<input type="checkbox"/> Asian/Pacific Islander
Ethnicity:	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Non Hispanic		

Current Address: _____	City _____	State _____	Zip _____
Home Phone #: _____	Cell #: _____		
Name of Employer: _____	Monthly Income: _____		
Employer Address: _____	City _____	State _____	Zip _____

Social Security or SSI Benefits Yes No  
If yes, list the amount \$ \_\_\_\_\_

Periodic payments from Annuities, Insurance policies, retirement funds, pension, disability, death benefits, or other similar amounts Yes No  
If yes, list income source, name, address, phone #, amount and frequency of income:  
\_\_\_\_\_

Is new member receiving unemployment compensation (including stimulus), disability compensation, workers' compensation or severance pay? Yes No  
If yes, list amount of income: \_\_\_\_\_

Is new member receiving public assistance benefits (i.e. General Assistance, TANF and/or Food Stamps)? Yes No  
\*\* Are you currently receiving TRA? Yes No  
If yes, list amount and source of income: \_\_\_\_\_

Is new member receiving alimony or child support payments? Yes No  
If yes, list amount of income, include name of payee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is new member receiving income from assets? Yes No  
If yes, list amount of income: \_\_\_\_\_

Is new member, 18 or older, receiving pay as a member of the Armed Services? Yes No  
If yes, list amount of income: \_\_\_\_\_

Is new member receiving lottery winnings, paid periodically? Yes No  
If yes, list amount of income: \_\_\_\_\_  
\_\_\_\_\_

Is new member receiving recurring monetary contributions or other gifts or payments from a non-member? Yes No  
If yes, list amount and source of income: \_\_\_\_\_  
\_\_\_\_\_

You **MUST** check **Yes or No** for each Section above

**ASSET CHECKLIST**

For any "yes" answer, please describe asset, listing name, address & phone # and current value. You must provide verification of all assets. Proof must be dated within 90 days of submitting your application.

Does new member have	AMOUNT	BANKING INSTITUTION
• A savings account? <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
• A checking account? <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
• Cash in a safety deposit box? <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
• Cash at home? <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
• Cash anywhere else? <input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____

You **MUST** check **Yes or No** for each section above

Does new member have trust funds available to your applicant household?	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	

Does new member currently own any real estate?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what is the property address? _____	

Has any new member disposed of any assets or real estate in the past two years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what is the property address? _____	

Does new member have equity in a rental property or other capital investments?	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	

Does new member have any stocks, bonds, treasury bills, certificates of deposit or money market funds?	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	

Will new member receive any lump sum receipts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	

Does new member have a "Whole Life" Life Insurance Policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	

You **MUST** check **Yes or No** for each section above

<b>DATES: From &amp; To</b>	<b>LANDLORD'S INFO Name, Address, Phone #, (Is Landlord Friend/Relative)</b>	<b>YOUR ADDRESS (Address, City &amp; ZIP)</b>	<b>NAME ON LEASE (Friend or Relative)</b>
1. _____ to Present			
2.			
3.			
4.			
5.			

**Have you ever lived in Public Housing or Section 8 Housing?** Yes No

**If yes, under what name:**

<b>Low Income Public Housing</b> <input type="checkbox"/> Lease Signer <input type="checkbox"/> Lease Member	<b>Section 8 Housing Program</b> <input type="checkbox"/> Lease Signer <input type="checkbox"/> Lease Member	<b>Have you ever been evicted from Public Housing or Section 8?</b>
Name, Address & Phone # of Housing Program:	Name, Address & Phone Number of Section 8 Program:	If yes, please give the reason, date & landlord:

**Have you ever been evicted from any rental unit?** Yes No

If yes, please list the name, address & phone # of your landlord

**CRIMINAL BACKGROUND VERIFICATION:**

**HAVE YOU EVER BEEN ARRESTED FOR ANY OF THE FOLLOWING CRIMES?**

Homicide/Murder, Rape or Child Molesting, Burglary/Robbery/Larceny/Theft, Threats or Harassment, Destruction of Property/Vandalism, Assault or Fighting, Drug Use, Drug Possession, Drug Trafficking, Drug Manufacturing, Child Abuse, Domestic Violence, Public Intoxication, Drunk & Disorderly, Receiving Stolen Goods, Fraud, Prostitution, Disorderly Conduct, Other (Please List)

If not applicable, please put N/A.

<b>NAME</b>	<b>CRIME</b>	<b>DATE OF OFFENSE</b>	<b>STATUS/DISPOSITION</b>

**YOU MUST REPORT ALL ARRESTS MADE IN YOUR LIFETIME**  
**FAILURE TO DO SO WILL RESULT IN DENIAL OF YOUR APPLICATION**

Are you currently on parole or probation?  Yes  No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

Are you subject to lifetime registration as a sex offender under any State Program?  Yes  No

If yes, list state: \_\_\_\_\_

**By signing below, we certify that the information provided is true and correct. We understand that giving false or inaccurate information may jeopardize our eligibility to receive future assistance.**

\_\_\_\_\_

**HOH Signature** **Date**

\_\_\_\_\_

**New Member Signature** **Date**

**Warning:** 18 U.S.C. 1001 provides, among other things that whoever knowingly and willfully makes or uses a document or writing containing false, fictitious or fraudulent statement or entry in any matter within the jurisdiction of a department or agency of the United States shall be fined no more than \$10,000 or imprisoned for not more than five years or both.

**FOR OFFICE USE ONLY:**

**RECEIVED BY:** \_\_\_\_\_  
**(initials)**

**DATE & TIME STAMP BY PHA:** \_\_\_\_\_

# MEDICAL EXPENSES

Supplemental Insurance	Address & Phone #	Amount of Premiums	Frequency of payments	How Paid (Check or Auto Deduct.)
Medicare Premiums (deducted from Social Security Check)			Monthly	___yes ___no

Medicare Part B Deductible met? \_\_\_ yes \_\_\_no  
 Is your Medicare Deductible covered by supplemental insurance? \_\_\_ yes \_\_\_no

Pharmacy	Address & Phone #

Doctor's Name/ Collection Agencies	Address & Phone #	Frequency of visits	Amount paid per visit	Total paid over past 12 months
---------------------------------------	-------------------	---------------------	-----------------------	--------------------------------

ONLY Include: Doctors seen on a *regular basis* that *are not* covered completely by insurance  
 Collection Agency (only if making regular monthly payments for unpaid medical expenses)


**COMPLETE ONLY IF HEAD OF HOUSEHOLD IS 62 YEARS OF AGE OR OLDER OR DISABLED**  
**“OPTIONAL”**