

N.J.A.C. 7:27-7.3

Monitoring

NM

\$2,000<sup>5</sup>

\$4,000<sup>5</sup>

\$10,000<sup>5</sup>

\$30,000<sup>5</sup>

<sup>4</sup> (No change.)

<sup>5</sup> Violations may also be subject to the implementation of a hydrogen sulfide monitoring system in accordance with the Solid Waste rules at N.J.A.C. 7:26-2A.7(h)10 and 2A.8(h)12.

8.-34. (No change.)

(n)-(t) (No change.)

## HIGHER EDUCATION

### (a)

#### HIGHER EDUCATION STUDENT ASSISTANCE AUTHORITY

#### Student Loan and College Savings Programs The New Jersey College Loans to Assist State Students (NJCLASS) Program: Policies and Procedures

#### Adopted Amendments: N.J.A.C. 9A:10-6.3, 6.12, 6.13, and 6.17

Proposed: March 6, 2017, at 49 N.J.R. 396(a).

Adopted: July 26, 2017, by the Higher Education Student Assistance Authority, Anthony Falcone, Chairperson.

Filed: August 8, 2017, as R.2017 d.162, **without change**.

Authority: N.J.S.A. 18A:71A-1 et seq., and 18A:71C-21 et seq.

Effective Date: September 5, 2017.

Expiration Date: October 26, 2023.

#### Summary of Public Comments and Agency Responses:

The comment period officially ended on May 5, 2017. Comments were received from Jean Publiee. The comments are summarized below along with the Higher Education Student Assistance Authority's responses.

COMMENT: The commenter states that all loans should be repaid and that "those who borrow need to know that they need to repay."

RESPONSE: Parties to NJCLASS loans are required to repay their loans. They are advised of their obligations throughout the application process as well as throughout the life of the loan. The amendments implement provisions of P.L. 2016, c. 71, which provides loan forgiveness exclusively in the event of the death or total and permanent disability of the student borrower.

COMMENT: The commenter asserts that if they do not repay their loans, "both the student and the parent should have their credit rating downgraded to disgraceful if they don't repay and they should have their income tax refunds taken and every other method of judgment taken against them if they do not repay these student loans."

RESPONSE: The Higher Education Student Assistance Authority follows the Fair Credit Reporting Act by accurately reporting the status of loans to the credit bureaus and utilizes all statutorily permitted collection tools.

COMMENT: The commenter states that she does not believe the State of New Jersey should be handling student loans. The commenter thinks this function should be turned over to a bank that will insist on repayments.

RESPONSE: N.J.S.A. 18A:71C-21 et seq., authorizes the Higher Education Student Assistance Authority to administer the NJCLASS program. As such, the commenter's assertion would need to be addressed legislatively, not through the regulatory process.

#### Federal Standards Statement

A Federal standards analysis is not required because the subject matter of this State student loan program is not subject to any Federal requirements or standards, except for the standards for tax-exempt bonds, section 144(b) of the Federal Internal Revenue Code. NJCLASS loans funded by tax-exempt bonds are intended to qualify under the

standards of section 144(b) of the Federal Internal Revenue Code, and do not exceed the standards of that section.

#### Full text of the adoption follows:

#### SUBCHAPTER 6. THE NEW JERSEY COLLEGE LOANS TO ASSIST STATE STUDENTS (NJCLASS) PROGRAM: POLICIES AND PROCEDURES

#### 9A:10-6.3 Definitions

(a) The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise:

...  
"Parent borrower" means a student's biological or adoptive mother or father or the student's stepparent, if the biological or adoptive parent has remarried at the time of application, who applies for and receives an NJCLASS Loan Program loan.

...  
"Temporarily totally disabled" means that an individual is unable to work and earn money or attend school during a period needed to recover from injury or illness. Other than a student borrower, an individual shall not be considered temporarily totally disabled if he or she continues to receive an equal or greater amount of income from the source of income that was used to meet the minimum income requirements at the time the loan was approved.

"Totally and permanently disabled" means the condition of any individual who is unable to work and earn money or attend school because of an injury or illness that is expected to continue indefinitely or result in death. Other than a student borrower, an individual is not considered "totally and permanently disabled" if he or she continues to receive an equal or greater amount of income from the source of income that was used to meet the minimum income requirements at the time the loan was approved.

...  
(b) (No change.)

#### 9A:10-6.12 Deferments and forbearance

(a) Under certain conditions, borrowers shall be permitted to defer payments of interest and/or loan principal for specified periods of time. Some deferments may only be granted if both the borrower and co-borrower qualify for the deferment. During periods of authorized deferment, borrowers remain responsible for the payment of the interest accruing on their loan(s), except for during approved periods of temporary total disability of the eligible student borrower. The following are available NJCLASS Loan Program deferments and their requirements:

1.-5. (No change.)

6. Temporary total disability.

i. To qualify for this deferment, a borrower shall submit a request in a form prescribed by the Authority, and provide the Authority with a statement from a physician, who is a doctor of medicine or osteopathy and is legally authorized to practice, certifying that the borrower is temporarily totally disabled. If an eligible student borrower qualifies for this deferment it will be granted regardless of whether the other parties to the loan qualify for a deferment.

(b) The deferment begins on the date the borrower's qualifying status is certified to begin and ends on the date the borrower's qualifying status is certified to end. Maximum allowable time periods for all deferments except full-time and half-time study at an eligible institution, temporary total disability of an eligible student borrower, and active duty in the armed forces shall not exceed six months for loans with a 10-year repayment term, 18 months for loans with a 15-year repayment term, 24 months for loans with a 20-year repayment term, 30 months for loans with a 25-year repayment term, and 36 months for loans with a 30-year repayment term for an unemployment deferment, and for each of the

remaining deferments, as established by the Authority. Full-time and half-time study deferments are not available within 24 months of the loan maturity date. Deferments for NJCLASS Loan Program loans with a 10-year repayment term are limited to unemployment and total temporary disability deferments.

(c)-(d) (No change.)

9A:10-6.13 Consolidation Loan Program

(a)-(e) (No change.)

(f) An NJCLASS Consolidation Loan borrower and/or co-borrower shall meet minimum income requirements and be determined creditworthy by the Authority in order to be eligible for an NJCLASS Consolidation Loan. Cosigners shall be required to meet the minimum income and creditworthy determination by the Authority if the borrower or co-borrower are unable to do so.

1.-2. (No change.)

(g)-(h) (No change.)

(i) NJCLASS Consolidation Loan borrowers and/or co-borrowers may be required to pay an application/administrative fee as proscribed by the bond indentures. This fee will be added to the sum of the outstanding principal and interest balance of each underlying NJCLASS Loan Program loan being consolidated at the time of approval. In addition, borrowers and/or co-borrowers may be required to pay a servicing fee for the NJCLASS Consolidation Loan if provided for by the promissory note.

(j) The interest rate on the NJCLASS Consolidation Loan will be a fixed rate based upon a calculation or rate defined in the bond indentures.

(k)-(l) (No change.)

(m) The Authority may also, at its discretion, grant borrowers periods of deferments or forbearance in the repayment of the NJCLASS Consolidation Loan(s). Forbearance will only be granted if the ability of both the borrower and co-borrower to make scheduled payments has been impaired based on the same or differing conditions. Forbearance may be granted for situations including, but not limited to, financial hardship, which means situations where the overall financial circumstances of the individual seeking relief are such that he or she is unable to maintain a basic standard of living and still make NJCLASS Consolidation Loan debt payments. During periods of forbearance, the NJCLASS Consolidation Loan will revert to quarterly or monthly payments of interest only. The maximum allowable time period for financial hardship forbearance set forth in N.J.A.C. 9A:10-6.12(d) pertains to NJCLASS Consolidation Loans. Deferments will be granted in the event of temporary total disability of an eligible student borrower. To qualify for this deferment, the student borrower shall submit a request in a form prescribed by the Authority and provide the Authority with a statement from a physician, who is a doctor of medicine or osteopathy and is legally authorized to practice, certifying that the student borrower is temporarily totally disabled. If an eligible student borrower qualifies for this deferment, it will be granted regardless of whether the other parties to the loan qualify for a deferment.

(n) (No change.)

9A:10-6.17 Discharge

(a)-(b) (No change.)

(c) If the Authority determines that an individual borrower is totally and permanently disabled, the obligation of the borrower to make any further payments on the loan is discharged. Other than a student borrower, a borrower is not considered totally and permanently disabled on the basis of a condition that existed at the time he or she applied for the loan, unless the borrower's condition has substantially deteriorated later, so as to render the borrower totally and permanently disabled. A borrower is not considered totally and permanently disabled if he or she continues to receive an equal or greater amount of income from the source of income that was used to meet the minimum income requirements at the time the loan was approved. After being notified by the borrower, or the borrower's representative, that the borrower claims to be totally and permanently disabled, the Authority shall request that the borrower, or the borrower's representative, submit the discharge application provided by the Authority. The application must contain a certification by a physician, who is a doctor of medicine or osteopathy

and legally authorized to practice in a state, that the borrower is totally and permanently disabled as defined in N.J.A.C. 9A:10-6.3.

(d) (No change.)

## LAW AND PUBLIC SAFETY

(a)

### DIVISION OF GAMING ENFORCEMENT

#### Gaming Operation Accounting Controls and Standards

#### Expiration of Cashier Generated Vouchers

#### Adopted Amendment: N.J.A.C. 13:69D-1.54

Proposed: September 19, 2016, at 48 N.J.R. 1903(a).

Adopted: July 25, 2017, by David Rebeck, Director, Division of Gaming Enforcement.

Filed: August 9, 2017, as R.2017 d.163, **without change**.

Authority: N.J.S.A. 5:12-69.a, 69.e, 70.a and b, 99.a, and 100.b and f.

Effective Date: September 5, 2017.

Expiration Date: March 19, 2019.

Summary of Public Comment and Agency Response:

**No comments were received.**

#### Federal Standards Statement

A Federal standards analysis is not required because the adopted amendment is authorized by the provisions of the Casino Control Act, N.J.S.A. 5:12-1 et seq., and is not subject to Federal requirements or standards.

Full text of the adoption follows:

#### SUBCHAPTER 1. GENERAL PROVISIONS

13:69D-1.54 Gaming vouchers; procedures for issuance and redemption; redemption of coupons through a gaming voucher system

(a)-(c) (No change.)

(d) All gaming vouchers shall expire one year from the date of issuance; provided, however, that nothing shall preclude a casino licensee from restricting the redemption location for a gaming voucher after a specified period of time, above a specified value, or both, in accordance with internal controls, provided that adequate written notice explaining the restriction or restrictions is provided to patrons.

(e)-(l) (No change.)

(b)

### OFFICE OF THE ATTORNEY GENERAL

#### STATE ATHLETIC CONTROL BOARD

#### Notice of Readoption

#### Rules Governing Boxing, Extreme Wrestling, and Sparring Exhibitions and Performances

#### Readoption: N.J.A.C. 13:46

Authority: N.J.S.A. 5:2A-4 and 7.c and g, 8.b, 9, 14.b, 14.1, 15.e and f, and 21.

Authorized By: The State Athletic Control Board, Tony Orlando, Chairman; Larry Hazzard Sr., Commissioner.

Effective Date: August 9, 2017.

New Expiration Date: August 9, 2024.

**Take notice** that, pursuant to N.J.S.A. 52:14B-5.1, N.J.A.C. 13:46 was scheduled to expire on November 30, 2017. N.J.A.C. 13:46 contains the rules governing boxing, extreme wrestling, sparring exhibitions, and