

RESOLUTION #18-20

RESOLUTION AWARDING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
FOR THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BDO PHA FINANCE

WHEREAS, there exists a need for the designation of a PROFESSIONAL CONSULTING SERVICE to provide financial services for the Housing Authority of Gloucester County; and

WHEREAS, the Housing Authority of Gloucester County has expressed that need to include the following services;

- Provide general technical assistance to implement GAAP, GASB and HUD regulations
- Assist with the general ledger analysis
- Other assistance as requested

WHEREAS, BDO PHA FINANCE has supplied a proposal and pursuant to the directions of the Department of Housing and Urban Development, the Housing Authority of Gloucester County has found it to be in their best interest to retain the services of **BDO PHA FINANCE**.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County, that the Executive Director is hereby authorized to negotiate, execute and sign the agreement attached and to require **BDO PHA FINANCE** to provide these Services for a fee not to exceed **\$12,000.00**


ADOPTED at the Regular Meeting of the Board of Commissioners held on the 25TH of April, 2018.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W BAIN, JR. , CHAIRMAN

ATTEST:



KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: APRIL 25, 2018

RESOLUTION #18-21
RESOLUTION TO AUTHORIZE
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY
TO EXECUTE A
SMOKE FREE LEASE ADDENDUM

WHEREAS, the Housing Authority of Gloucester County (HAGC) is a duly organized Housing Authority, operating and existing in accordance with the laws of the US Department of HUD, the State of New Jersey, and the County of Gloucester; and

WHEREAS, Public Housing Authorities (PHAs) must establish and maintain a smoke-free environment for the Public Housing properties they own and maintain according to HUD regulations, 24 CFR 965 Subpart G. ; and

WHEREAS, This Smoke-Free Policy is intended to improve indoor air quality, benefit the health of Public Housing residents and PHA staff; reduce the risk of fires, and lower overall maintenance costs; and

WHEREAS, Effective July 1, 2018, all current residents, all employees and all guests and all new residents of the HAGC will be subject to this policy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County hereby authorizes the Executive Director to execute a Smoke Free Lease Addendum to be applicable to all leases beginning July 1, 2018.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 25TH day of April, 2018.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: April 25, 2018

Lease Addendum

Smoke-Free Housing Policy

Date of Implementation: July 1, 2018

Name: _____

Site: _____ **Unit #:** _____

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This Lease Addendum ("Addendum") states the following additional terms, and conditions, which hereby are incorporated into the Lease. A breach of this Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Purpose of Smoke-Free Housing: The purpose of Smoke-Free Housing is to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and redecorating costs attributable to smoking; and (iii) the increased risk of fire from smoking. The parties hereto desire to implement a Smoke-Free Housing Policy to achieve the purposes set forth hereinabove.

2. Definition of Smoking: "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, Electronic Cigarette (as defined herein), electronic delivery device, pipe, or other lighted smoking device for burning tobacco or any other plant or product, including marijuana. "Electronic Cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as he/she simulates smoking and shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any other product name.

3. Smoke-Free Housing Policy: Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household (hereinafter referred to as "dwelling unit") have been designated as a smoke-free living environment. Smoking is prohibited anywhere in the dwelling unit, in the building where the Tenant's dwelling unit is located, in any of the common areas (including but not limited to community rooms, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices and elevators) or in any outdoor space within 25 feet of the building. Smoking shall only be permitted in designated smoking areas. Landlord shall not grant an accommodation to allow smoking in smoke-free areas as described hereinabove.

4. Tenant to Promote Smoke-Free Housing Policy and to Notify Landlord of Violations: Tenant shall inform Tenant's family, guests and invitees of the Smoke-Free Housing Policy. Further, Tenants shall promptly give Landlord written notice of any incident where smoke is migrating into the dwelling unit from sources outside of the unit.

5. Landlord to Promote Smoke-Free Housing Policy: Landlord shall post no smoking signs at entrances and exits, common areas, and hallways as deemed appropriate.

6. Landlord Not a Guarantor of Smoke-Free Environment:

Tenant acknowledges that Landlord's adoption of a Smoke-Free Housing Policy, and the efforts to designate the rental complex as smoke-free, does not make Landlord or any of its employees or agents the guarantor of Tenant's health or of the smoke-free condition of the dwelling unit and the common areas. However, Landlord shall take reasonable steps to enforce the Smoke-Free Housing Policy and to make the (designated areas of the) rental complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord has direct knowledge of said smoking or has been notified of said smoking.

7. Effect of Breach and Right to Terminate Lease: A breach of this Addendum shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Addendum by the Tenant shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord. Landlord shall serve Tenant with Notices to Cease for both the first and second violations of the Smoke-Free Housing Policy. Upon a third violation of the Smoke-Free Housing Policy, Landlord shall serve Tenant with a Notice to Quit, also known as an eviction notice. Tenant acknowledges that Tenant shall be liable to Landlord for any breach of this Addendum for the cost of repair to the dwelling unit due to damage from smoke odors or residue. A Tenant shall be in violation of the Smoke-Free Housing Policy if: (1) Landlord, or any of its employees or agents, witnesses a Tenant, Tenant's guest, family member, or invitee smoking outside of designated smoking areas; (2) Landlord, its employees or agents, witnesses a lighted smoking product in an ashtray or other receptacle inside the dwelling unit; (3) damage to the interior of the dwelling unit that is the result of burns caused by smoking including burns to Tenant owned property; (4) evidence of smoking in a dwelling unit such as smoking odors, smoke clogged filters or smoke film including smoke damage to the walls; (5) repeated reports to Landlord, its employees or agents, of violations of the No Smoke-Free Housing Policy by third parties; (6) clogged plumbing caused by discarded smoking products; and (7) evidence of ashes from smoking products on any surface in the dwelling unit.

8. Disclaimer by Landlord: Tenant acknowledges that Landlord's adoption of a Smoke-Free Housing Policy, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord would have to a Tenant household to render buildings designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's dwelling unit will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the building, common areas, or the dwelling unit will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the terms of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's family, guests and

invitees. Tenants with respiratory ailments, allergies, or any other physical or mental condition related to smoking or secondhand smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the Lease.

_____	_____
Tenant	Date

_____	_____
Tenant	Date

_____	_____
Landlord	Date

RESOLUTION #18-22

RESOLUTION REJECTING
WATER INFILTRATION MITIGATION PROJECT
BID FOR DEPTFORD PARK

WHEREAS, there exists a need for a Water Infiltration Mitigation Project for Deptford Park Apartments; and

WHEREAS, the Housing Authority of Gloucester County has expressed that need to include furnishing and installing an underdrain collection system along with the associated work; and

WHEREAS, there was only one bid supplied pursuant to the directions of the Department of Housing and Urban Development; and

WHEREAS, the Housing Authority of Gloucester County found it to be 67% above the estimated budget, therefore, the bid is rejected.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County, that the Executive Director is hereby authorized to decline said bid.

ADOPTED at the Regular Meeting of the Board of Commissioners held on the 25TH of April, 2018.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W BAIN, JR. , CHAIRMAN

ATTEST:



KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: APRIL 25, 2018

RESOLUTION NO. 18-23

HONORING

Elizabeth Mason
Payments & Inspection Coordinator
For 22 Years of Service

WHEREAS, the Housing Authority of Gloucester County notes the retirement of Elizabeth Mason; and

WHEREAS, Elizabeth Mason has been a dedicated & loyal employee at the Housing Authority since 1996; and

WHEREAS, the Housing Authority of Gloucester County recognizes the dedicated service performed by Elizabeth Mason during her 22 years of service in her position as Payments and Inspection Coordinator of said entity; and


NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that the contributions of Elizabeth Mason to the mission of the Housing Authority, providing safe, sanitary and affordable housing to the low income elderly, disabled and families of Gloucester County, be and hereby are acknowledged; and

IT IS FURTHER RESOLVED that the Housing Authority of Gloucester County Commissioners and staff wishes to express its heartfelt thanks for the faithful service performed by Liz Mason in providing assistance regarding the inspections of the Authority; and

IT IS FURTHER RESOLVED that the Housing Authority of Gloucester County wishes happiness, contentment, & good health to Elizabeth Mason in her years of retirement.

ADOPTED at a regular meeting of the Housing Authority of Gloucester County, held on the 25th day of April, 2018

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATE: APRIL 25TH, 2018

RESOLUTION #18-24

RESOLUTION AUTHORIZING COMPLIANCE TO STANDARDIZE
PROVIDER AGENCY BOARD RESOLUTIONS AND
EXECUTE A BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES
and
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY
CONGREGATE PROGRAM

WHEREAS, the mission of the Housing Authority of Gloucester County's is to provide quality affordable housing to those not served adequately by private/unsubsidized organizations in Gloucester County;

WHEREAS, in order to accomplish the Housing Authority of Gloucester County's mission, we provide quality affordable meals, cleaning, shopping, and laundry services;

WHEREAS, an Agreement between the Housing Authority of Gloucester County and the State of New Jersey, Department of Human Services must be executed for the purpose of securing funding for the Congregate Program and;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Agreement with the State of New Jersey, Department of Human Services be and is hereby approved; and


IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute an agreement with the State of New Jersey , Department of Human Services for the purpose of funding to provide quality meals and cleaning, shopping and laundry services for disabled and senior residents in need.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 25th of April, 2018.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY
DATED: APRIL 25, 2018

State of New Jersey
Department of Human Services

SUBJECT: Standardized Board Resolution Form

EFFECTIVE: This policy shall become effective August 1, 2009.

PROMULGATED: July 20, 2009

SUPERCEDES: Standardized Board Resolution Form, promulgated
November 21, 2007

PURPOSE: The purpose of this policy circular is to standardize the content of the Provider Agency Board Resolutions across all Department of Human Services (DHS) Departmental Components to assure that all of the required obligations are identified and committed to by the Provider Agency Board.

I. SCOPE

This policy circular applies to all DHS Third Party incorporated contracted Provider Agencies, Universities/Colleges and for-profit organizations.

II. POLICY

Periodically Boards of Directors in conducting the business of their organizations attest to their actions or decisions by way of written resolutions. The DHS requires Contract Providers to complete and file the attached standard board resolution when executing a DHS Third Party Social Service Contract.

A. Requirements for completion, updating and submission

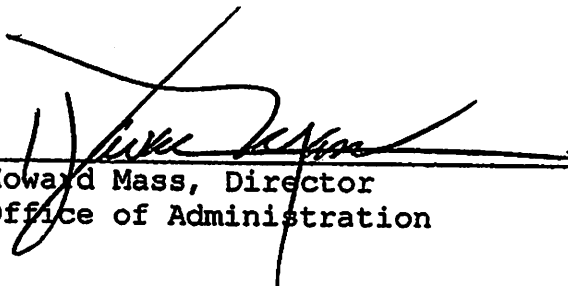
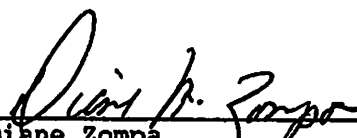
The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

When any changes occur which would affect the contents of the form, the Board is to convene and complete a new Board

Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DHS policy.

The completed form is to be returned to the Departmental Component with all other required contract documents as part of the contract package. (See Policy Circular P1.01, Documents and Conditions Required for Processing, Executing and Documenting a DHS Third Party Contract.)

Issued by:


Howard Mass, Director
Office of Administration
Diane Zompa
Chief of Staff
Department of Human Services

STANDARDIZED BOARD RESOLUTION

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check A or B):

- ☐ A) a covered entity (as defined in 45 CFR 160.103)
- ☐ B) a non-covered entity and has executed a DHS Business Associate Agreement (BAA) last dated _____.
- ☒ C) a non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Departmental Component's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees that if there is *any change* in their BAA Status the Departmental Component will be immediately notified and the appropriate information provided within 10 business days.

*** This section is not applicable for DCF Office of Education Contracts.**

2. Legal Advice

The Board acknowledges that the Department of Human Services does not and will not provide legal advice regarding the contract or about any facet of the relationship between the Department of Human Services and the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Human Services.

DEPARTMENT OF HUMAN SERVICES (DHS)

Standardized Board Resolution Form

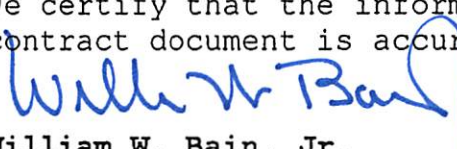
Supporting Information for Contract #DOAS19CHSP for Contract

Period 7/01/2018 to 6/30/2019.

Agency: Housing Authority of Gloucester County

Certification:

We certify that the information contained in, or included with, this contract document is accurate and complete.


William W. Bain, Jr.
Chairperson, Board of Directors

4/25/2018
Date

Kimberly Gober
Executive Director

4/25/2018
Date

Authorized Signatories for Contract documents, checks and invoices are: (List full name and title) (add additional pages, if needed)

Kimberly Gober
Name

Executive Director
Title

Jessica Laine
Name

Assistant to Executive Director
Title

Grace Seeney
Name

Finance Director
Title

Sonja L. Bennis
Name

Congregate Coordinator
Title

RESOLUTION #18-25

RESOLUTION AUTHORIZING THE
PURCHASE OF TWO (2) MOTOR VEHICLES
FOR THE USE OF
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

WHEREAS, the Housing Authority of Gloucester County (HAGC) has a dire need of two motor vehicles for the operation of business; and

WHEREAS, it is more advantageous for the HAGC to buy these vehicles rather than lease them; and

WHEREAS, with due diligence, the HAGC has verified that the cost of these two (2) vehicles are \$ 17,999.00 each and totaling \$35,998.00. The purchase will be made under the NJ State Contract and acquired from Hertrich Fleet Services, Inc.; and

WHEREAS, the Executive Director has identified that the funds to pay for this procurement are available from the HAGC Capital Fund; and

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Housing Authority of Gloucester County, that the Executive Director is directed to purchase the motor vehicles described as two (2) 2018 Dodge Journey 4 doors for the total purchase price of \$35,998.00.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 25th of April, 2018

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: APRIL 25, 2018

RESOLUTION #18-26

RESOLUTION AUTHORIZING EXECUTIVE SESSION IN ORDER
TO DISCUSS MATTERS FALLING UNDER EXEPTIONS
TO THE OPEN PUBLIC MEETINGS ACT

TABLED

WHEREAS, While the Sen. Byron M. Baer Open Public Meetings Act (OPRA, NJSA 10:4-6et seq.) requires all meetings of the Housing Authority of Gloucester County to be held in public, NJSA 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in “Executive Session”, i.e. without the public being permitted to attend and:

WHEREAS, the Housing Authority of Gloucester County has determined that _____ issues are permitted by NJSA 10:4-12 (b) to be discussed without the public in attendance shall be discussed during an Executive Session to be held on April 25, 2018 at 4:30 P.M. and;

WHEREAS, the nine (9) exceptions to public meetings set forth in NJSA 10:4-12(b) are listed below with the number of issues and any additional information shall be written:

- 1) **“Any matter which, by express provision of Federal law, State stature of rule of court shall be rendered confidential or excluded from public discussion”** the legal citation to the provision at issue is _____ and the nature of the matter described as specifically as possible without undermining the need for confidentiality is _____

- 2) **“Any matter in which the release of information would impair a right to receive funds from the federal government.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____

- 3) **“Any material the disclosure of which constitutes an unwarranted invasion of privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, healthy, custodial, child protections, rehabilitation, legal defenses, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual’s personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____

4) **“Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees of the public body.”** The collective bargaining contract(s) discussed are between the Board and_____

5) **“Any matter involving the purchase lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed.”**The nature of the matter, described as specifically as possible without undermining the need for confidentiality is_____

6) **“Any tactics and techniques utilized in protecting the safety and property of the public provide that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is_____

7) **“Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matter falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.”** The parties to and docket number of each item of litigation and/or the parties to each contract discussed are_____

and the nature of the discussion, described as specifically as possible without undermining the need for confidentiality is_____

8) **“Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining in of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.”**

Subject to the balancing of the public’s interest and the employee’s privacy rights under South Jersey Publishing Co. vs New Jersey Expressway Authority, 124 NJ 478, the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are

- 9) “ Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility.” The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____

WHEREAS, the length of the Executive Session is estimated to be _____ minutes after which the public meeting of the Housing Authority of Gloucester County shall **(circle one)** reconvene and immediately adjourn or reconvene and proceed with business.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Gloucester County will go into Executive Session for only the above stated reasons;

BE IT FURTHER RESOLVED that the Secretary, at the present public meeting, shall read aloud enough of this resolution so that members of the public in attendance can understand, as precisely as possible, the nature of the matters that will privately discussed.

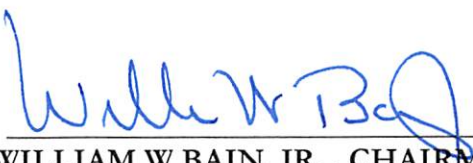
BE IT FURTHER RESOLVED that the Secretary, on the next business day following this , shall furnish a copy of this resolution to any member of the public who requests one at the fees allowed by NJSA 47:1A-1 et seq.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION APPROVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF GLOUCESTER COUNTY AT ITS PUBLIC MEETING HELD ON APRIL 25TH , 2018

ADOPTED at the Regular Meeting of the Board of Commissioners held on the **25TH DAY OF APRIL, 2018.**

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:



WILLIAM W BAIN, JR. , CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY
DATED: APRIL 25, 2018