

RESOLUTION # 19-01

**RESOLUTION *RESCINDING* PROPOSED SHARED SERVICES
AGREEMENT WITH THE HOUSING AUTHORITY OF MILLVILLE**

WHEREAS, the Housing Authority of Gloucester County (“HAGC”) administers the Section 8 Housing Choice Voucher Program for Gloucester County, New Jersey; and

WHEREAS, conflicts of interest arose between a Section 8 landlord and HAGC regarding the administration of HAP contracts by HAGC related to premises owned by such landlords; and

WHEREAS, previously, the Housing Authority of Millville had agreed to administer the subject HAP contracts however have declined to do so at this time; and

WHEREAS, the Housing Authority of Gloucester County will instead assign the HAP Contracts to the *Pleasantville Housing Authority* to administer the aforementioned contracts; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and hereby is authorized to rescind a proposed shared services agreement with the Housing Authority of Millville in lieu of an agreement with the Pleasantville Housing Authority.

ADOPTED at the Regular Meeting of the Housing Authority of Gloucester County, held on the 23rd of January, 2019.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:



WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: January 23, 2019

RESOLUTION # 19-02

**RESOLUTION AUTHORIZING THE ASSIGNMENT OF CERTAIN
SECTION 8 HOUSING ASSISTANCE PAYMENTS CONTRACTS TO
THE HOUSING AUTHORITY OF PLEASANTVILLE
PURSUANT TO AN ASSIGNMENT AGREEMENT**

WHEREAS, the Housing Authority of Gloucester County ("HAGC") administers the Section 8 Housing Choice Voucher Program in Gloucester County, New Jersey; and

WHEREAS, conflicts of interest may arise between a Section 8 landlord and HAGC regarding the administration of HAP contracts by HAGC related to premises owned by such landlords; and

WHEREAS, in the event of such a conflict of interest, HAGC must transfer the administration of the HAP contracts to another housing authority for HAP contract administration; and

WHEREAS, a newly elected County Freeholder is a Section 8 landlord, owning property located in Gloucester County, New Jersey subject to HAP contracts administered by HAGC; and

WHEREAS, as a result of this conflict of interest, it is necessary that HAGC assign HAP contracts to another housing authority; and

WHEREAS, the Housing Authority of Pleasantville has agreed to administer the subject HAP contracts; and

WHEREAS, HAGC and the Housing Authority of Pleasantville desire to enter into an Assignment Agreement assigning the subject HAP contracts from HAGC to the Housing Authority of Pleasantville; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and hereby is authorized to execute an Assignment Agreement with the Housing Authority of Pleasantville to effectuate the purposes of this Resolution.

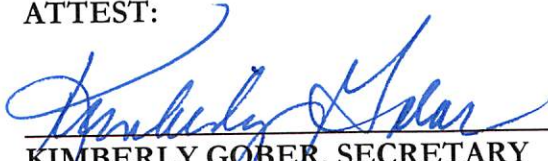
ADOPTED at a regular Meeting of the Housing Authority of Gloucester County, held on the 23rd day of January, 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: January 23, 2019

ASSIGNMENT AGREEMENT BETWEEN
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY
AND
THE PLEASANTVILLE HOUSING AUTHORITY
ASSIGNING CERTAIN SECTION 8 HCV HOUSING ASSISTANCE PAYMENTS
CONTRACTS TO THE PLEASANTVILLE HOUSING AUTHORITY

THIS ASSIGNMENT AGREEMENT ("Agreement") is made this 23rd day of January 2019 ("Effective Date"), by and between the Pleasantville Housing Authority (PHA) and the Housing Authority of Gloucester County (HAGC), PHA and HAGC shall be collectively referred to as the "parties", or individually as a "party".

1. Agreement to Assign Contracts. HAGC has solicited the services of Pleasantville Housing Authority to assign all Section 8 Housing Choice Vouchers Housing Assistance Payments Contracts for which HAGC has a conflict of interest pursuant to 24 CFR 982.161 and Section 19, for as long as the conflict of interest shall persist, to PHA and PHA agrees to perform the duties of administering the HAP Contracts, both parties agree to use the regulations established by the US Department of Housing and Urban Development for portability of Housing Choice Voucher as promulgated in 24 CFR 982.355, as general guidance. In the event the conflict of interest no longer exists, as determined by HAGC, the Section 8 Housing Choice Vouchers Housing Assistance Payments Contracts shall be ported back to HAGC.

I. Obligations of HAGC. HAGC shall have the following obligations:

- A. HAGC shall provide the relevant client and landlord information to PHA for PHA to administer the HAP Contracts in accordance with HUD's portability;
- B. HAGC shall timely provide payment to PHA and comply with the payment requirements of 24 CFR Part 982.355; and
- C. HAGC shall report these contracts as Port Out units administered by another housing authority on its monthly Voucher Management System (VMS) reporting to HUD.
- D. HAGC shall perform the case management services for FSS participants and maintain the FSS escrow accounts.
- E. HAGC shall provide office space to PHA as needed.
- F. HAGC shall provide current and applicable Occupancy Policies, including the Section 8 Administrative Plan, the SAFMR payment standards adopted by its Board of Commissioners and Utility Allowances to the PHA.

II. Obligations of PHA. PHA shall have the following obligations:

- A. Accept the assignment of the HAP Contract duties and responsibilities in accordance with 24 CFR Part 982.355;
- B. Shall provide timely billing and comply with the billing requirements of the receiving housing authority in accordance with 24 CFR Part 982.355; and
- C. PHA shall report these contracts as Port In/Administered units received from another housing authority on its monthly Voucher Management System (VMS) reporting to HUD.

- D. PHA shall provide HAGC rental portions and income information for FSS participants for HAGC to calculate FSS escrow payments.
- E. PHA shall use office space provided by HAGC to meet with clients and landlords when necessary.
- F. PHA shall include units subject to this agreement in its SEMAP reporting and quality control testing.
- G. PHA shall use the Occupancy Policies, S8 Administrative Plan, utilities allowances, lease and HAP Contract dates and SAFMR payment standards as established by HAGC for units subject to this agreement.

2. Fees. In consideration of the services provided by PHA as set forth herein above, HAGC shall pay PHA 90% of the Administrative Fees received from HUD corresponding to those units as compensation for the services provided. Payment shall be made by HAGC to PHA within five (5) days of receipt by HAGC of the Administrative Fees from HUD.

3. Travel Expense Reimbursement. HAGC will issue a travel expense reimbursement for permissible travel incurred by PHA employees during official business, as detailed above, on behalf of HAGC, at the rate allowable by the Internal Revenue Service (as amended from time to time). Whenever automobile travel is involved, signed records of mileage shall be submitted and approved before payment. If two or more persons travel in the same automobile, only one of those persons shall be reimbursed for mileage. All travel expenses shall be recorded, signed by the traveler, and approved by HAGC prior to reimbursement.

3. Term. The term of this Agreement shall be for a period of two (2) years from the date of the execution of this Agreement, unless terminated earlier in accordance with the provisions of this Agreement (the "Term") or if the conflict between HAGC and the landlord no longer exist. This agreement may be extended by mutual consent of the parties.

4. Independent Contractor. PHA employees designated to perform services hereunder shall be deemed to be employees of PHA only, collectively or individually, and shall not be deemed to be employees of HAGC for any purpose whatsoever.

5. Termination, Default and Right to Cure. This Agreement may be terminated, without penalty or further liability by either party on sixty (60) days prior written notice.

6. Indemnification. PHA and HAGC shall indemnify, hold harmless, and defend each other against all claims that arise resulting from each party's own performance under this Agreement, except that each shall not indemnify the other for claims caused by the other party's own willful misconduct or negligence, or those hired or employed by the other party.

7. Liability Insurance. A. PHA shall maintain its existing insurance policy for officers, directors and employee's insurance covering PHA and PHA employees who perform services pursuant to this Agreement in the amount of \$1,000,000. If PHA refuses or fails to obtain such insurance prior to the Effective Date of this Agreement, then this Agreement shall be null and void. B. HAGC shall continue in force all liability insurance coverage currently maintained by HAGC. HAGC shall not be responsible for any increase in premiums on PHA's policy(s) necessary to insure PHA and its employees performing services under this Agreement.

8. Equal Employment Opportunity. During the performance of this Agreement, PHA agrees as follows: A. PHA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or disability, or any other classification protected under state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. PHA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause. B. In the event of PHA's non-compliance with this Section or with any other such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and PHA may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in such order, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

9. Notices. All notices provided for herein shall be in writing. Any notice permitted or required to be served upon HAGC may be served upon it at the following location:

Housing Authority of Gloucester County
Attn: Kimberly Gober
100 Pop Moylan Blvd
Deptford, NJ 08096

Provided, however, that if HAGC shall give notice in writing to PHA of any change in said address, then and in such event, such notice shall be given to HAGC at such substituted address. Any notice permitted or required to be served upon PHA may be served upon it at the following location:

Pleasantville Housing Authority
Attn: Vernon Lawrence
168 North Main Street
Pleasantville, NJ 08232

Provided, however that if PHA shall give notice in writing to HAGC of any change in said address, then and in such event, such notice shall be given to PHA at such substituted address.

10. Assignment. Neither party shall assign its rights or duties hereunder, in whole or in part, without the prior written consent of the other party. Any such consent of assignment will be specifically subject to all provisions of this Agreement and before any assignment will become effective, the assignee will, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement. Any assignment by a party absent the written consent of the other party is void.

11. Successors Bound. HAGC and PHA for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

12. Modifications. This Agreement shall be amended and modified as required by any regulation of HUD or other governmental agency.

13. Entire Agreement. It is understood and agreed that this instrument contains the entire agreement between the parties hereto. Except as otherwise specifically provided in this Agreement, no amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

14. Non-Waiver. No waiver of default by either party of any of the terms, covenants or conditions of this Agreement to be performed, kept, and observed by the other party shall be construed to be or act as a waiver or any subsequent default of any of the terms, covenants, and conditions to be performed, kept and observed by the other party and shall not be deemed a waiver or any right on the part of the other party to cancel this Agreement as provided herein.

15. Severability. In the event that any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either party in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

16. Force Majeure. Except as herein provided, neither party shall be deemed to be in default hereunder if either party is delayed from performing any of the obligations hereunder, by reason of fire, flood, strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, usually severe weather conditions, riots, rebellion, sabotage, or any other similarly extreme circumstances for which it is not responsible or which are not within its control.

17. Compliance with Laws. Each party shall comply with all applicable federal, state, municipal, local or department laws, ordinances, rules, regulations and orders in its performance of this Agreement.

18. Governing Law. The parties agree that this Agreement is made and to be performed in New Jersey and that the validity, interpretation, performance and enforcement of all duties, obligations, liabilities and terms of this Agreement shall be governed by and decided in accordance with the laws of the State of New Jersey without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction). The parties agree to submit to the jurisdiction of the Superior Court, State of New Jersey.

19. The paragraph and subparagraph titles or headings contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or extent of any provision of this Agreement.

20. No Individual Liability. No member, officer, agent, director, or employee of the parties shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

21. Capacity to Execute. The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

ATTEST:

**HOUSING AUTHORITY OF
GLOUCESTER COUNTY**

STELLA T. BARNES
Administrative Assistant

By: KIMBERLY GOBER
Title: Executive Director of
Housing Authority of
Gloucester County

ATTEST:

**HOUSING AUTHORITY OF
PLEASANTVILLE**

By: VERNON LAWRENCE
Title: Executive Director of
Pleasantville Housing Authority

RESOLUTION #19-03

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
AGREEMENT BETWEEN
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY &
THE ARC OF GLOUCESTER COUNTY
REGARDING THE MANAGEMENT & ADMINISTRATION OF THE
S8 MAINSTREAM VOUCHER PROGRAM**

WHEREAS, the Omnibus Appropriations Act, 2017 made \$13 million available for new Mainstream housing choice vouchers and the Omnibus Appropriations Act, 2018 made an additional \$385 million available for new Mainstream housing choice vouchers; and

WHEREAS, the Housing Authority of Gloucester County, with the approval of the Board of Commissioners has applied and consequently has been selected to receive funding in the amount of \$361,191 in budget authority to support approximately 40 Mainstream housing choice vouchers from the 2017 Mainstream Voucher Program; and

WHEREAS, as a requirement of the program, the Housing Authority of Gloucester County is in need to enter into an Agreement with a Community Based Organization qualified to advocate and serve persons with disabilities; and

WHEREAS, The Arc of Gloucester is willing and able to provide outreach, referral and supportive services to individuals with intellectual and developmental disabilities; and

WHEREAS, the Housing Authority of Gloucester County and The Arc of Gloucester mutually desire to enter into an Agreement for the purposes of increasing housing opportunities through the administration of the Housing Choice Voucher, Mainstream Voucher Program (Mainstream Program) for non-elderly disabled persons who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and hereby is authorized to sign said Memorandum of Understanding with The Arc of Gloucester for the purpose of administering S8 Mainstream Voucher Program to assist non-elderly persons with disabilities; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute the said Memorandum, as well as any and all documents which may be necessary to effectuate an agreement with The Arc of Gloucester.


ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 23rd day of January, 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY
DATED: JANUARY 23, 2019

AGREEMENT

This Agreement shall memorialize certain understandings and obligations by and between the Housing Authority of Gloucester County (HAGC), with offices located at 100 Pop Moylan Blvd., Deptford NJ 08096, and The Arc of Gloucester (the Arc), with offices located at 1555 Gateway Blvd, West Deptford, NJ 08096.

For the purposes of increasing housing opportunities through the administration of the Housing Choice Voucher, Mainstream Voucher Program (Mainstream Program) for non-elderly disabled persons defined as a person 18 years of age or older and less than 62 years of age and, and who:

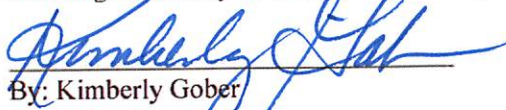
- (i) Has a disability, as defined in 42 U.S.C. 423;
- (ii) Is determined, pursuant to HUD regulations, to have a physical or mental, or emotional impairment that:
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently, and
 - c. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- (iii) Has a developmental disability as defined in 42 U.S.C. 6001.

and who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless, HAGC and the Arc agree as follows:

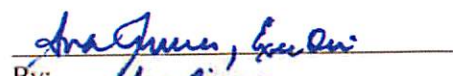
1. HAGC and the Arc agree to be bound by the terms and requirements of the 2017 Mainstream Voucher Program Notice of Funding Availability in the administration of the Mainstream Program.
2. HAGC agrees to notify the Arc's Executive Director (or designee) and Development Specialist when applications for the Mainstream Program will be accepted by HAGC.
3. The Arc agrees to notify HAGC's Intake Supervisor when an application for the Mainstream Program has been submitted to HAGC for placement on the waiting list as a referral.
4. The Arc agrees to provide a certification of preference eligibility for those Arc referred clients meeting the preference requirements for eligible non-elderly persons with disabilities who are transitioning out of institutional and other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless. The Arc and HAGC agree to utilize the definitions of these terms as contained within the 2017 Mainstream Voucher Program Notice of Funding Availability, Paragraph 3.
5. HAGC agrees to provide housing assistance through the Mainstream Program for the Arc referred clients whom are sequentially processed from HAGC's waiting list, meet program requirements and are preference certified.
6. The Arc agrees to review the case history of Arc referred clients to determine and offer appropriate supportive services including but not limited to:
 - a. Assisting persons with disabilities with applying to the Mainstream Program;
 - b. Assisting persons with disabilities in finding housing, making or facilitating home modifications and securing disability-related accommodations;
 - c. Assisting persons with disabilities with moving into units on the private rental market;

- d. Making appropriate referrals, and coordinating and monitoring home and community-based services;
 - e. Providing tenancy support for persons with disabilities.
7. The Arc agrees to notify HAGC immediately of a change in an Arc referred client's willingness to accept outreach/supportive services offered by the Arc.
 8. HAGC agrees to notify the appointed Arc representative immediately of an observed or reported sign of Mainstream Program non-compliance, violations or potential loss of housing assistance.
 9. The parties agree to communicate regarding the Arc referred clients annual recertification, interim recertifications, unit inspections, moves with continued tenant based assistance and other factors impacting the continued participation in the Mainstream Program to ensure continued housing success.
 10. HAGC agrees to notify the Arc's Executive Director and Development Specialist of the continued availability of the Mainstream Program Vouchers to be utilized by eligible disabled households.
 11. Each party to this agreement agrees to defend and hold harmless the other, its employees, agents, officers, commissioners, directors, contractors and consultants against any and all losses, penalties, damages, settlements, costs, charges, reasonable attorney's fees or other expenses or liabilities arising from the negligent acts and/or omissions of either party, its agents or employees and agrees to indemnify the other for such loss.
 12. Each party shall comply with all applicable Federal, State, municipal, local or department laws, ordinances, rules, regulations and orders in its performance of this Agreement.

Housing Authority of Gloucester County


By: Kimberly Gober
Executive Director

The Arc Gloucester


By: Ana Rivera
Title: Exec. Director

RESOLUTION #19-04

RESOLUTION AUTHORIZING AN EMERGENCY PLUMBING REPAIR
FOR PUBLIC HOUSING 204-4:

DEPTFORD PARK APARTMENTS

PURSUANT TO *N.J.S.A. 40A:11* EMERGENCY REPAIRS

WHEREAS, the Housing Authority of Gloucester County (HAGC) awarded a contract pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1* et seq., to Black Horse Pike Plumbing; and

WHEREAS, a backed up sewer line in Deptford Park Apartments, a HAGC property, was entering an apartment through the kitchen sink. The maintenance staff was unable to clear the line; and

WHEREAS, the Affordable Housing Operations Director, Paul Letizia, deemed this an emergent repair suspecting the sewer line had failed; and

WHEREAS, the HAGC Executive Director was notified and was satisfied that an emergency did exist and *N.J.S.A. 40A:11-6(a)* authorized the award of a contract for such purposes as may be necessary to respond to emergent needs; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of HAGC, that the emergency contract with Black Horse Pike Plumbing be approved in the amount of \$8731.25

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 23rd day of January, 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:


WILLIAM W. BAIN, JR.

ATTEST:


KIMBERLY GOBER, SECRETARY

DATE: JANUARY 23, 2019



BLACK HORSE PIKE PLUMBING HEATING II INC.
4120 BLACK HORSE PIKE /SUITE C / TURNERSVILLE,NJ 08012
PHONE 856-875-6066/ FAX 856-875-6528 /LIC # 8538
WWW.BHPPLUMBINGHEATING.COM / BPRIEST@BHPPLUMBINGHEATING.COM

Invoice

January 11, 2019

Invoice #: 2472-24854
Due Date: 2/10/2019
Job Date: 1/11/2019
SP: BOB JR

Bill To:
GLOUCESTER COUNTY HOUSING AUTH
100 POP MOYLAN BLVD
DEPTFORD, NJ 08096

Job Name:
GLOUCESTER COUNTY HOUSING AUTH
100 POP MOYLAN BLVD
DEPTFORD, NJ 08096

Item Code	Description	Hrs/Qty	Price	Amount
PRICE INCLUDES THE FOLLOWING:				
1. MADE 5 X 5 HOLE IN LOCATION IN HALLWAY WERE WE WERE TOLD PIPE SHOULD BE AND EXCAVATED DOWN 5 TO 6 FT AND FOUND NO PIPING				
2. RELOCATE JOB TO LOCATION WERE 2" DRAIN WENT IN TO SLAB				
3. REMOVED CEMENT AND EXCAVATED 3 FT DOWN AND FOUND BOTTOM OF 2" CAST IRON PIPE WAS COMPLETELY ROTED AWAY				
4. FOLLOWED LINE TO GOOD PIPE WHICH WAS AROUND 10FT IN TO HALL WERE PIPE 90 DOWN TO MAIN				
5. CLEANED SPACE AND PATCHED HOLES (DID NOT COMPLETE YET BECAUSE WE ARE LETTING IT DRY OUT)				
	CHARLIE BYLONE (MECHANIC)	31.50	150.00 HR	4725.00
	JOHN CANTON (HELPER)	35.00	100.00 HR	3500.00
	MATIERAL			
	CONSUMABLES	1.00	56.25	56.25
	MIS- PVC PIPE FITTINGS AND HANGERS	1.00	75.00	75.00
	EQUIPMENT			
	ELECTRIC JACK HAMMER	3.00	125.00 DA	375.00

NOTES:

PRICE IS BASED ON SEWER LINE BEING NO DEEPER THEN 5FT

PRICE DOESN,T INCLUDE ANY DAMAGE TO UNDER GROUND UTILITY OTHER THAN THOSE MARKED OUT BE MARK OUT COMPANY

PRICE IS NOT INCLUDING DAMAGE TO SYSTEMS BE CAUSE OF AGE OR BAD VAVLES

PRICE DOESN,T INCLUDED OVER TIME OR WEEKEND HOURS

PRICE DOESN,T INCLUDED PERMITS OR TOWNSHIP FEES

**PRICE DOESN,T INCLUDE ANY WATER
REMOVAL OR SHORING**

Material	Labor	Subtotal	Total
506.25	8225.00	8731.25	\$8,731.25

Buyer acknowledges that Federal and State law provide for a three-day period during which the buyer has a right to cancel this transaction. The buyer deems the work described in this contract to be an emergency. The buyer hereby waives the three-day right of cancellation and authorizes the seller to perform the work described above for.

ACCEPTANCE OF WORK PERFORMED – I find the service and materials rendered and installed in connection with the above work mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete flat rate / minimum charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action. A monthly service charge of 1.5% will be added after 30 days. I acknowledge that I have read and received a legible copy of this contract.

Terms: COD Signature _____ Date _____

THANK YOU FOR YOUR BUSINESS

RESOLUTION # 19-05

**RESOLUTION AUTHORIZING THE HAGC TO COMPILE, PREPARE, & SUBMIT
INFORMATION IN ACCORDANCE WITH SECTION 8 MANAGEMENT
ASSESSMENT PROGRAM (SEMAP) FY 2018**

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY
SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

WHEREAS, the U.S. Dept. of Housing & Urban Development has formally mandated an annual Section 8 Management and Assessment Program (SEMAP) for each Housing Authority, administering a Section 8 Housing Choice Voucher Program, in the United States and the criteria for measuring Section 8 performance has been established by HUD UNDER 24 CFR Part 985; and

WHEREAS, the Section 8 Management Assessment Program (SEMAP) is the primary evaluation tool the U.S. Department of Housing and Urban Development (HUD) uses to evaluate performance by each local Housing Authority administering a Section 8 Housing Choice Voucher Program; and

WHEREAS, SEMAP is an annual reporting requirement, due 60 days after the end of the fiscal year; and

WHEREAS, the Housing Authority of Gloucester County has to conduct an assessment of the Section 8 Housing Program at the HAGC consistent with the performance criteria set forth in the aforementioned rules; and


NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Housing Authority of Gloucester County authorizes the Executive Director and/or her designee to take all necessary actions to compile, and prepare accurate and complete information in the preparation and electronic submission of the 2018 SEMAP report; and

IT IS FURTHER RESOLVED that the Executive Director has authority to make technical correction to the SEMAP Report as the situation may require and file with the Board of Commissioners and electronically submit to the Dept. of HUD updated copies of the SEMAP Report as they are prepared.

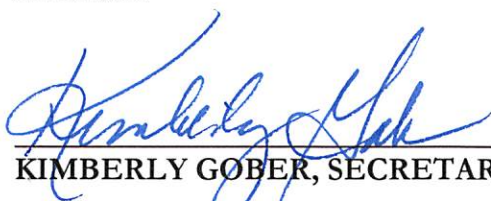
This Resolution is effective immediately.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 23rd DAY OF JANUARY, 2019.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: JANUARY 23, 2019

RESOLUTION # 19-06

**RESOLUTION AUTHORIZING THE HAGC TO COMPILE, PREPARE, & SUBMIT
INFORMATION IN ACCORDANCE WITH SECTION 8 MANAGEMENT
ASSESSMENT PROGRAM (SEMAP) FY 2018**

**THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

WHEREAS, the U.S. Dept. of Housing & Urban Development has formally mandated an annual Section 8 Management and Assessment Program (SEMAP) for each Housing Authority administering a Section 8 Housing Choice Voucher Program in the United States and the criteria for measuring Section 8 performance has been established by HUD UNDER 24 CFR Part 985; and

WHEREAS, the Housing Authority of Gloucester County has been contracted to administer Glassboro Housing Choice Voucher Program ("HCV Program") which include but not limited to, waiting list administration, initial tenant eligibility and rent determinations, annual and interim reexaminations, inspections, books of account, budgeting and financial reporting, and Housing and Urban Development (HUD) reporting and auditing, and such other activities as may be necessary and proper for HAGC to administer the HCV Program;

WHEREAS, the Housing Authority of Gloucester County will conduct an assessment of the Housing Authority of the Borough of Glassboro Housing Choice Vouchers administered consistent with the performance criteria set forth in the aforementioned rules; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County authorizes the Executive Director and/or her designee to take all necessary action to compile, prepare accurate and complete information in the preparation of the 2018 SEMAP report for the Housing Authority of the Borough of Glassboro; and

IT IS FURTHER RESOLVED that the Executive Director has authority to make technical correction to the SEMAP Report as the situation may require and file with the Board of Commissioners and electronically submit to the Dept. of HUD updated copies of the SEMAP Report as they are prepared.

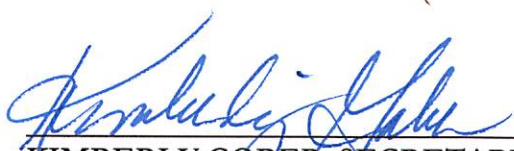
This Resolution is effective immediately

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 23rd day of January, 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: JANUARY 23, 2019

RESOLUTION #19- 07

**RESOLUTION AUTHORIZING THE
FINAL (CLOSE-OUT) PERFORMANCE AND EVALUATION REPORT
FOR GRANT 2016: NJ39P204501- 16
CAPITAL FUND PROGRAM BUDGET**

WHEREAS, the Housing Authority of Gloucester County has previously adopted FY 2016 Capital Fund Program Budget as part of an overall submission to the U.S. Dept. of Housing and Urban Development; and

WHEREAS, the FY 2016 Capital Fund Program has been fully expended and work completed; and

WHEREAS, the attached close out budgets are consistent with the overall objectives of the Capital Fund Program, as presented to the community, residents of public housing developments and local governing bodies in public information sessions and at a publicly held hearing on the Capital Fund Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that Final (Close-Out) Performance and Evaluation Report documents for the Capital Fund Program budget for FY 2016, as attached hereto, are hereby approved; and

IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to submit the that Final (Close-Out) Performance and Evaluation Report and related documents for the Capital Fund Program, FY 2016, as herein approved, to the Department of HUD for their approval.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 23RD of January, 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: January 23, 2019

Actual Modernization Cost Certificate

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

OMB Approval No. 2577-0157 (exp. 01/31/2017)

Capital Fund Program (CFP)

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0044 and 0157), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Do not send this form to the above address.

This collection of information requires that each Housing Authority (HA) submit information to enable HUD to initiate the fiscal closeout process. The information will be used by HUD to determine whether the modernization grant is ready to be audited and closed out. The information is essential for audit verification and fiscal close out. Responses to the collection are required by regulation. The information requested does not lend itself to confidentiality.

PHA Name:

HOUSING AUTHORITY OF GLOUCESTER COUNTY

Modernization Project Number:

NJ39P204501-16

The PHA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Modernization Grant, is as shown below:

A. Funds Approved	\$ 366,016.00
B. Funds Disbursed	\$ 366,016.00
C. Funds Expended (Actual Modernization Cost)	\$ 366,016.00
D. Amount to be Recaptured (A-C)	\$ 0.00
E. Excess of Funds Disbursed (B-C)	\$ 0.00

2. That all modernization work in connection with the Modernization Grant has been completed;
3. That the entire Actual Modernization Cost or liabilities therefor incurred by the PHA have been fully paid;
4. That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on file in any public office where the same should be filed in order to be valid against such modernization work;
5. That the time in which such liens could be filed has expired; and
6. That for any years in which the grantee is subject to the audit requirements of the Single Audit Act, 31 U.S.C. § 7501 et seq., as amended, the grantee has or will perform an audit in compliance with said requirements.
7. Please mark one:

- ☒ A. This grant will be included in the PHA's next fiscal year audit per the requirements of the Single Audit Act.
- ☐ B. This grant will not be included in the PHA's next fiscal year audit per the requirements of the Single Audit Act.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name & Title of Authorized Signatory (type or print clearly):

Kimberly Gober, Executive Director

Signature of Executive Director (or Authorized Designee):

X

Date:

11/23/19

For HUD Use Only

The Cost Certificate is approved for audit (if box 7A is marked):

Approved for Audit (Director, Office of Public Housing)

X

Date:

The costs shown above agree with HUD verified costs (if box 7A or 7B is marked):

Approved: (Director, Office of Public Housing)

X

Date:

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

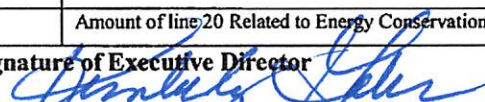

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

Part I: Summary					
PHA Name: Housing Authority of Gloucester County		Grant Type and Number Capital Fund Program Grant No: NJ39P204501-16 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2016 FFY of Grant Approval:
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	36,601.00	36,601.00	36,601.00	36,601.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	15,000.00	0	0	0
8	1440 Site Acquisition				
9	1450 Site Improvement	50,000.00	34,507.49	34,507.49	34,507.49
10	1460 Dwelling Structures	219,415.00	293,497.51	293,497.51	293,497.51
11	1465.1 Dwelling Equipment—Nonexpendable	19,000.00	1,410.00	1,410.00	1,410.00
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	26,000.00	0.00	0.00	0.00
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

Part I: Summary					
PHA Name: Housing Authority of Gloucester County		Grant Type and Number Capital Fund Program Grant No: NJ39P204501-16 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant:2016 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	366,016.00	366,016.00	366,016.00	366,016.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director 		Date 1/23/19	Signature of Public Housing Director 		Date

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Housing Authority of Gloucester County			Grant Type and Number Capital Fund Program Grant No: NJ39P204501-16 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2016		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA-WIDE	Modernization Coorinator Sal & ben	1410	1	36,601.00	36,601.00	36,601.00	36,601.00	Completed
Carino Park	Parking Lot Repairs	1450	1	25,000.00	21,852.00	21,852.00	21,852.00	Completed
Deptford Park	Parking Lot Repairs	1450	1	25,000.00	12,655.49	12,655.49	12,655.49	Completed
Scattered Sites	Modernization & Renovations	1460	1	148,415.00	6,454.88	6,454.88	6,454.88	Completed
Carino Park	Dwelling Unit Upgrades	1460	1	60,000.00	110,250.00	110,250.00	110,250.00	Completed
Scattered Sites	Mis. Improvements to 11 Homes	1460	11	0.00	162,712.00	162,712.00	162,712.00	Completed
Scattered Sites	Flooring	1460		0.00	14,080.63	14,080.63	14,080.63	Completed
Deptford Park	Refrigerators	1465.1	3	0.00	1,410.00	1,410.00	1,410.00	Completed
PHA-WIDE	A & E Services	1430	1	15,000.00				Item Removed
Deptford Park	Code Modifications for Stoves	1460		11,000.00				Item Removed
Deptford Park	Stoves	1465.1		19,000.00				Item Removed
Carino Park	Upgrade General Building Equipment	1475		10,000.00				Item Removed
Deptford Park	Upgrade General Building Equipment	1475		10,000.00				Item Removed
Carino Park	Snow Tractor	1475		3,000.00				Item Removed
Deptford Park	Snow Tractor	1475		3,000.00				Item Removed

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

RESOLUTION # 19-08

RESOLUTION AUTHORIZING EXECUTION OF CONTRACT FOR
FIRE AND EXTENDED COVERAGE INSURANCE FOR:

- DEPTFORD PARK APARTMENTS
- CARINO PARK APARTMENTS
- PROJECT 204-1, SINGLE FAMILY DWELLING UNITS

THE NATHAN LANE AGENCY

WHEREAS, the Housing Authority of Gloucester County has need for Fire and Extended Coverage Insurance; and

WHEREAS, the Housing Authority of Gloucester County has solicited bids for Fire and Extended Coverage Insurance through public advertisement; and

WHEREAS, the Housing Authority of Gloucester County has received and reviewed the bids received; and

WHEREAS, the lowest responsive bidder for such services is THE NATHAN LANE AGENCY at a premium of \$ 91,524. 00 and is proper and responsive to the specifications; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the contract bid received from THE NATHAN LANE AGENCY be and is hereby approved; and

IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute a contract for Fire and Extended Coverage Insurance, in accordance with the proposal received and the bid tabulation attached hereto for the contract amount of \$ 91,524.00 from March 1, 2018 to March 1st, 2019, subject to counsel review and verification; and

BE IT FURTHER RESOLVED that a brief notice stating the nature, duration, service and amount of the contract and that this resolution and the contract are on file and available for public inspection in the office of the Executive Director and shall be published once in the Gloucester County Times pursuant to the requirements of the local Public Contracts Law.

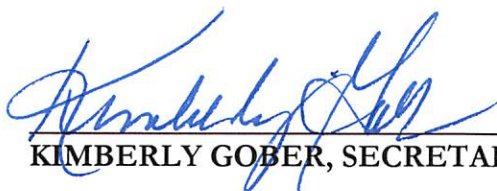
ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 23rd of January, 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: JANUARY 23, 2019



Bid Tabulation Sheet
INSURANCE
IFB 18-019
JANUARY 9, 2019

Housing Authority
of Gloucester County
 Attended by:
 STELLA BARNES AND ELIDA ORTIZ

Company	Base Bid	No.	Alternate Deducts	Comments
NATHAN LANE AGENCY	91,524.00	1		rlane@nathanlaneagency.com
545 GOFFLE ROAD				
WYCOFF NJ 07481				
MARTIN AGENCY		1		debbie.middleton@spmartinco.com
500 JESSUP ROAD				
WEST DEPTFORD NJ 08066				
HARDENBERGH INSURANCE		1		heleng@hig.net
PO BOX 1000				
VOORHEES, NJ 08043				
HAI INSURANCE GROUP	110,924.00	1		msylvester@housingcenter.com
PO BOX 189				gshpak@housingcenter.com
189 COMMERCE COURT				
CHESHIRE, CT. 06410				
FAIRVIEW INSURANCE AGENCY, INC				cgraham@fairviewinsurance.com
1930 E. MARLTON PIKE SUITE 16				
CHERRY HILL, NJ 08003				
LEWIS CHESTER ASSOCIATES				lstadler@lewischester.com
19 SUMMIT AVENUE				loconnor@lewischester.com
SUMMIT, NJ 07901				
WIDERMANN AND CO				cdumbleton@widerman.com
70 TANNER STREET				
HADDONFIELD NJ 08033				

RESOLUTION #19-09

RESOLUTION AUTHORIZING EXECUTION OF CONTRACT FOR
LAWN MAINTENANCE
CARINO PARK

RAHN LANDSCAPING

WHEREAS, the Housing Authority of Gloucester County has need for Lawn Maintenance services at Carino Park Apartments, 100 Chestnut Blvd, Williamstown New Jersey, during 2015 and 2016; and

WHEREAS, the Housing Authority of Gloucester County, has solicited bids for lawn maintenance services through public advertisement; and

WHEREAS, the Housing Authority of Gloucester County reviewed the bids received; and

WHEREAS, the most economical bid for such services is with, **RAHN LANDSCAPING**, in the amount of **\$ 12,248.00** total for a two year contract, and is proper and responsive to the specifications;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the quoted proposal with be and is hereby approved; and

IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute a contract for Lawn Maintenance services, in accordance with the bid received and the bid tabulation attached hereto for the contract amount of **\$ 12,248.00**, subject to receipt of required documentation and check of references.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 23RD day of January, 2019

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: January 23, 2019



CARINO PARK APARTMENTS
LAWN MAINTENANCE BID 18-020

TUESDAY, JANUARY 15, 2019 @ 2:00 P.M.

AT NANCY J. ELKIS , 100 POP MOYLAN, BOULEVARD, DEPTFORD, NEW JERSEY 08096

BIDDER	ITEM	AMOUNT OF BID	COMMENTS
Peapack Troect	2019		
	2020		
	GRAND TOTAL	\$16,360.00	
Maple Leaf	2019		
	2020		
	GRAND TOTAL	\$14,100.00	
Radco	2019	6,032.00	
	2020	6,216.00	
	GRAND TOTAL	\$12,248.00	(X)
	2019		
	2020		
	GRAND TOTAL		
	2019		
	2020		
	GRAND TOTAL		
	2019		
	2020		
	GRAND TOTAL		
	2019		
	2020		
	GRAND TOTAL		

RESOLUTION #19-11

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT FOR
LAWN MAINTENANCE
DEPTFORD PARK**

RAHN LANDSCAPING

WHEREAS, the Housing Authority of Gloucester County has need for Lawn Maintenance services at Deptford Park Apartments, 120 Pop Moylan Blvd. Deptford New Jersey; and

WHEREAS, the Housing Authority of Gloucester County, has solicited bids for lawn maintenance services through public advertisement; and

WHEREAS, the Housing Authority of Gloucester County reviewed the bids received; and

WHEREAS, the most economical bid for such services is with, **RAHN LANDSCAPING**, in the amount of **\$ 12,015.00** total for a two year contract, and is proper and responsive to the specifications;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the quoted proposal with be and is hereby approved; and

IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute a contract for Lawn Maintenance services, in accordance with the bid received and the bid tabulation attached hereto for the contract amount of **\$ 12,015.00**, subject to receipt of required documentation and check of references.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 23RD DAY OF JANUARY, 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: January 23, 2019



DEPTFORD PARK APARTMENTS
LAWN MAINTENANCE BID 18-021
TUESDAY, JANUARY 15, 2019 @ 2:00 P.M.
AT NANCY J. ELKIS, 100 POP MOYLAN, BOULEVARD, DEPTFORD, NEW JERSEY 08096

BIDDER	ITEM	AMOUNT OF BID	COMMENTS
Paulgard Lawst	2019		
	2020		
	GRAND TOTAL	\$ 12,660.00	
	2019		
Hople Leaf	2020		
	GRAND TOTAL	\$13,680.00	
	2019	5,905.00	
	2020	6,110.00	
Polar	GRAND TOTAL	\$ 12,015.00	
	2019		
	2020		
	GRAND TOTAL		
	2019		
	2020		
	GRAND TOTAL		
	2019		
	2020		
	GRAND TOTAL		
	2019		
	2020		
	GRAND TOTAL		
	2019		
	2020		
	GRAND TOTAL		

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

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 January 23, 2019 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 JANUARY 23, 2019

ADOPTED at the Regular Meeting of the Board of Commissioners held on the **23RD DAY OF JANUARY, 2019.**

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:



WILLIAM W BAIN, JR. , CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

DATED: JANUARY 23, 2019