

**RESOLUTION # 18- 60**

**RESOLUTION AWARDING PUBLIC HOUSING AUTHORITY  
AUDIT CONTRACT FOR PERIOD  
JANUARY 1, 2018 TO DECEMBER 31, 2018  
BOWMAN AND COMPANY**

**WHEREAS**, the Housing Authority of Gloucester County is a certified Public Housing Authority and authorized to act in said capacity relative to the United States Department of Housing and Urban Development; and

**WHEREAS**, the United States Department of Housing and Urban Development requires an audit of its activities; and

**WHEREAS**, said audit must be performed by a Certified Public Accountant not having any interest direct or indirect in the Authority such as a family relationship with PHA members or officials or any other related activity and said audit may not be performed by the Fee Accountant; and

**WHEREAS**, the HAGC has publicly announced Requests for Proposals by public advertisement in a newspaper of general circulation and by direct solicitation; and

**WHEREAS**, one proposal was received and the proposal received was from **Bowman and Company**, an experienced professional corporation.

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of Gloucester County that the Chairman or Executive Director be hereby authorized to enter into a contract with **Bowman and Company**, a Professional Corporation, Certified Public Accountants, in accordance with the tabulation attached hereto for the Housing Authority of Gloucester County, for the exclusive purpose of performing an audit of the books and records of the Housing Authority of Gloucester County, in compliance with the statutes and regulations of the United States and the United States Department of Housing and Urban Development and specifically the "Audit Guide for Audits of Public Housing Agencies - HUD Handbook for period ending 12/31/18."

**IT IS FURTHER RESOLVED** that the Executive Director be and is hereby authorized to negotiate, execute and sign a contract for Audit Services, FY 2018, for a fee of **\$237.00hr. for Partner, \$135hr. for Manager, \$98hr. for Associate, and \$50hr for Administrative** and not to exceed the proposed amount of **\$25,700.00.**

This Contract is awarded following the public advertisement and solicitation of competitive proposals for accounting/auditing services in accordance with the Procurement Policy of the HAGC and the Code of Federal Regulations, 24-85.36 f.f. and is consistent with the provisions of the Local Public Contract Law of New Jersey.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be published in the "South Jersey Times", as required by law.

**ADOPTED** at a meeting of the Housing Authority of Gloucester County, held on the 22<sup>ND</sup> of August, 2018.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST

  
KIMBERLY GOBER, SECRETARY

DATE: AUGUST 22, 2018

Present \_\_\_\_\_ Stella Barnes

Present \_\_\_\_\_ Nelly Rojas

Present \_\_\_\_\_

Present \_\_\_\_\_

PROPOSAL TABULATION SHEET

FOR RFP \_\_\_\_\_ 18-010

PROPOSAL OPEN DATE \_\_\_\_\_ 9-Aug-18

FOR \_\_\_\_\_ AUDIT SERVICES

Name of Proposer	Amount of Proposal	Comments
BOWMAN AND CO., LLP 6 NORTH BROAD STREET WOODBURY, NJ 08086	\$237/HR FOR PARTNER \$135 HR FOR MANAGER \$98/HR FOR ASSOCIATE \$50/HR FOR ADMINISTRATIVE	\$25,700.00

RESOLUTION # 18- 62

RESOLUTION DESIGNATING GENERAL COUNSEL FOR  
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY  
ANGELINI, VINIAR, AND FREEDMAN, LLP  
JEFF DANIELS, ESQ

**WHEREAS,** there exists a need for the designation of General Counsel to provide legal services for the Housing Authority of Gloucester County; and

**WHEREAS,** the US. Dept. of Housing and Urban Development requires that the Housing Authority of Gloucester County must request proposals for professional services; and

**WHEREAS,** the Housing Authority of Gloucester County has requested proposals for legal services through public advertisement; and

**WHEREAS,** the Housing Authority of Gloucester County has reviewed rated and ranked proposals received,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County as follows:

1. That **ANGELINI, VINIAR, AND FREEDMAN, LLP.** be and is hereby appointed General Counsel for the Housing Authority of Gloucester County commencing January 1, 2019 and continuing through December 31<sup>st</sup>, 2019, unless replaced, to perform such duties as required by the Housing Authority of Gloucester County.
2. This contract is awarded without competitive bidding, with competitive proposals, pursuant to Request for Proposal solicited by requirement of the United States Department of Housing & Urban Development directive and as a "Professional Service" under the provisions of the Local Public Contracts Law encompassing professional services recognized, licensed and regulated by law, and of a nature where it is not possible to obtain competitive bids as there are unique qualitative professional requirements relative to these professional services.
3. The Executive Director is hereby authorized to negotiate, execute and sign a contract to provide Legal Services for a fee not to exceed the proposed amount of **\$160.00** per hour.
4. A copy of this Resolution shall be published in the Gloucester County Times as required by law.

**ADOPTED** at a Meeting of the Housing Authority of Gloucester County held on the 22<sup>nd</sup> of August 2018.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: \_\_\_\_\_

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

\_\_\_\_\_  
KIMBERLY GOBER, SECRETARY

DATED: AUGUST 22, 2018

Present \_\_\_\_ Stella Barnes

Present \_\_\_\_ Nelly Rojas

Present \_\_\_\_\_

Present \_\_\_\_\_

**PROPOSAL TABULATION SHEET**

FOR RFP \_\_\_\_ 18-011

PROPOSAL OPEN DATE \_\_\_\_\_ 9-Aug-18

FOR \_\_\_\_ LEGAL SERVICES

Name of Proposer	Amount of Proposal	Comments
ANGELINI, VINIAR, AND FREEDMAN, LLP 1415 ROUTE 70 EAST, SUITE 306 CHERRY HILL, NJ 08034	\$160.00 per hour	

**RESOLUTION #18-63**

**RESOLUTION AWARDING**

**PROFESSIONAL CONSULTING SERVICES**

**FOR THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**THE BROOKE GROUP, LLC**

**WHEREAS,** it is the Mission of the Housing Authority of Gloucester County (HAGC) to provide affordable housing opportunities to those not served adequately by the private/unsubsidized housing market.

**WHEREAS,** the HAGC is considering converting all or some of its Public Housing stock to the Rental Assistance Demonstration Program to better manage its Public Housing assets and better serve its clients;

**WHEREAS,** the HAGC would also like to investigate and pursue other development opportunities within the County of Gloucester,

**WHEREAS,** there exists a need for the designation of a PROFESSIONAL CONSULTING SERVICE to assist the Housing Authority of Gloucester County(HAGC) with potential development activities, Rental Assistance Demonstration Program applications, and various program and financing application processes required for affordable housing development opportunities;

**WHEREAS,** the Housing Authority of Gloucester County has requested proposals for consulting services through public advertisement; and

**WHEREAS,** the Housing Authority of Gloucester County has reviewed rated and ranked all proposals received; and

**WHEREAS, THE BROOKE GROUP, LLC.** has submitted a responsive proposal and the Housing Authority of Gloucester County has found it to be in their best interest to retain the services of said firm.

**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 an agreement with **THE BROOKE GROUP, LLC** to provide these services for a fee not to exceed **\$ 45,000.00.**

**ADOPTED** at the Regular Meeting of the Board of Commissioners of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of August, 2018.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY:

  
WILLIAM W. BAIN, JR. , CHAIRMAN

ATTEST:



KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: AUGUST 22, 2018

Present \_\_\_\_\_ Stella Barnes

Present \_\_\_\_\_ Nelly Rojas

Present \_\_\_\_\_

Present \_\_\_\_\_

**PROPOSAL TABULATION SHEET**

FOR RFP \_\_\_\_\_ 18-012

PROPOSAL OPEN DATE \_\_\_\_\_ 9-Aug-18

FOR \_\_\_\_\_ PROFESSIONA FINANCIAL CONSULTANTS

Name of Proposer	Amount of Proposal	Comments
NW FINANCIAL GROUP 2 HUDSON PLACE 3RD FLOOR HOBOKEN, NJ 07030	\$200.00 PER HOUR	PLUS 1% OF TOTAL CONSTRUCTION / PERMANENT/ TAX EXEMPT FINANCING
THE BROOKE GROUP, LLC JIMMIE LEEDS ROAD GALLOWAY, NJ 08205	\$117.00 PER HOUR EXECUTIVE \$95.00 PER HOUR PROF STAFF \$ 50.00 PER HOUR CLERICAL	NOT TO EXCEED \$45,0000.00

**RESOLUTION #18-64**

**RESOLUTION TO AUTHORIZE THE EXECUTIVE DIRECTOR  
TO FORWARD AN APPLICATION TO THE  
U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT (HUD)  
TO CONVERT  
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY (HAGC)  
DEPTFORD PARK APARTMENTS  
PUBLIC HOUSING SITES (PROJECT) TO  
THE RENTAL ASSISTANCE DEMONSTRATION PROGRAM (RAD)**

**WHEREAS**, HUD issued PIH Notice 2012-32, as revised with PIH Notice 2017-03 REV-3 as amended that allows Public Housing Authorities to convert their public housing units to the Rental Assistance Demonstration (RAD) program; and

**WHEREAS**, the Authority submitted a letter of interest to HUD to convert the 100 units at Deptford Park Apartments to the RAD program and HUD approved these units on the RAD wait list, and

**WHEREAS**, the deadline for filing the formal RAD application to HUD is September 4, 2018; and

**WHEREAS**, the HAGC staff will have completed two meetings with the residents to review the RAD program and provide written responses to their questions prior to submitting the application; and

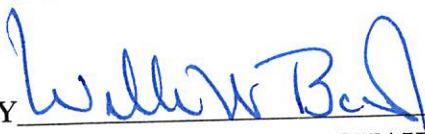
**WHEREAS**, the application will include that the Authority will administer project based Section 8 Housing Choice Vouchers for these sites; and

**WHEREAS**, the Board of Commissioners have reviewed the attached draft RAD application including the Board Approval Form.

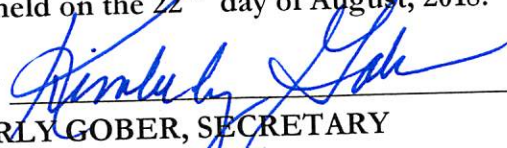
**NOW, THEREFORE BE IT RESOLVED ON THIS 22<sup>ND</sup> DAY OF August, 2018**, that the Board of Commissioners of the Housing Authority of Gloucester County hereby authorizes the Executive Director to execute the Board Approval Form and to submit to HUD the RAD application in substantially the form as attached.

**ADOPTED** at a meeting of the Housing Authority of Gloucester County, held on the 22<sup>ND</sup> of August, 2018.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY   
WILLIAM W. BAIN, JR., CHAIRMAN

I hereby certify that the forgoing is a true copy of a Resolution adopted by the Board of Commissioners of the Housing Authority of Gloucester County at a meeting held on the 22<sup>nd</sup> day of August, 2018.

ATTEST   
KIMBERLY GOBER, SECRETARY  
DATE: AUGUST 22, 2018

**RESOLUTION #18-65**

**RESOLUTION TO AUTHORIZE THE EXECUTIVE DIRECTOR  
TO FORWARD AN APPLICATION TO THE  
U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT (HUD)  
TO CONVERT  
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY (HAGC)  
CARINO PARK APARTMENTS  
PUBLIC HOUSING SITES (PROJECT) TO THE  
RENTAL ASSISTANCE DEMONSTRATION PROGRAM (RAD)**

**WHEREAS**, HUD issued PIH Notice 2012-32, as revised with PIH Notice 2017-03 REV-3 as amended that allows Public Housing Authorities to convert their public housing units to the Rental Assistance Demonstration (RAD) program; and

**WHEREAS**, the HAGC submitted a letter of interest to HUD to convert the 100 units at Carino Park Apartments to the RAD program and HUD approved these units on the RAD wait list, and

**WHEREAS**, the deadline for filing the formal RAD application to HUD is September 4, 2018; and

**WHEREAS**, the HAGC staff will have completed two meetings with the residents to review the RAD program and provide written responses to their questions prior to submitting the application; and

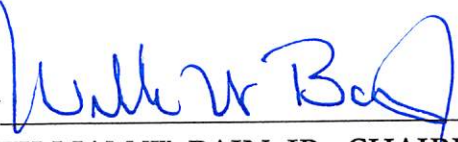
**WHEREAS**, the application will include that the HAGC will administer project based Section 8 Housing Choice Vouchers for these sites; and

**WHEREAS**, the Board of Commissioners have reviewed the attached draft RAD application including the Board Approval Form.

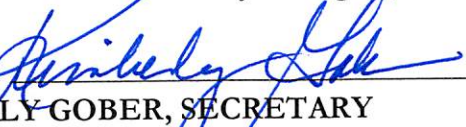
**NOW, THEREFORE BE IT RESOLVED ON THIS 22<sup>ND</sup> DAY OF August, 2018**, that the Board of Commissioners of the Housing Authority of Gloucester County hereby authorizes the Executive Director to execute the Board Approval Form and to submit to HUD the RAD application in substantially the form as attached.

**ADOPTED** at a meeting of the Housing Authority of Gloucester County, held on the 22<sup>ND</sup> of August, 2018.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY   
WILLIAM W. BAIN, JR., CHAIRMAN

I hereby certify that the forgoing is a true copy of a Resolution adopted by the Board of Commissioners of the Housing Authority of Gloucester County at a meeting held on the 22<sup>nd</sup> day of August, 2018.

ATTEST   
KIMBERLY GOBER, SECRETARY  
DATE: AUGUST 22, 2018

**RESOLUTION #18- 66**

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT FOR  
REPLACEMENT OF FIRE ALARM & SPRINKLER SYSTEMS**

**FRANKLIN ALARM COMPANY**

**CARINO PARK APARTMENTS**

**WHEREAS,** the Housing Authority of Gloucester County will be replacing the Fire Alarm & Sprinkler Systems at Carino Park Apartments, 100 Chestnut Ave, Williamstown, NJ; and

**WHEREAS,** the Housing Authority of Gloucester County has solicited bids for Replacement of Fire Alarm & Sprinkler Systems services through public advertisement; and

**WHEREAS,** the Housing Authority of Gloucester County reviewed the bids received on August 1, 2018; and

**WHEREAS,** the lowest responsible bid for such services is with the following, **FRANKLIN ALARM COMPANY.,** at the cost of **\$13,600.00,** 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 contract with **FRANKLIN ALARM COMPANY** for Carino Park Apartments, be and is hereby approved; and

**IT IS FURTHER RESOLVED** that the Executive Director be and is hereby authorized to execute a contract for the Replacement of Fire Alarm & Sprinkler Systems, in accordance with the bid received and the bid tabulation attached hereto for the contract amount of \$ **13600.00,** for Carino Park Apartments subject to receipt of required documentation and check of references.

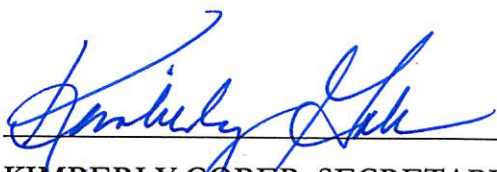
**ADOPTED** at a Meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of August, 2018.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**

**DATED: AUGUST 22, 2018**

## IFB Evaluation Statement

[illegible]

**RESOLUTION # 18-67**

**RESOLUTION AUTHORIZING RENEWAL OF CONTRACT FOR  
SNOW REMOVAL**

**DEPTFORD PARK APARTMENTS**

**WHEREAS,** the Housing Authority of Gloucester County has need for Snow Removal Services at Deptford Park Apartments, 120 Pop Moylan Blvd. , Deptford , NJ; and

**WHEREAS,** the Housing Authority of Gloucester County had solicited quotes for Snow Removal services and executed a contract with **HUTCH CONTRACTING** on October 25, 2017; and

**WHEREAS, HUTCH CONTRACTING** has been responsive to any requests during said service and followed the specifications provided; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the contract with **HUTCH CONTRACTING** be extended for the contract year of 2018-2019 and is hereby approved.

**ADOPTED** at the Meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of August, 2018.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**



**KIMBERLY GOBER, SECRETARY**

**DATED: AUGUST 22, 2018**

**RESOLUTION # 18-68**

**RESOLUTION AUTHORIZING RENEWAL OF THE CONTRACT FOR  
SNOW REMOVAL**

**CARINO PARK APARTMENTS**

**WHEREAS,** the Housing Authority of Gloucester County has need for Snow Removal Services at Carino Park Apartments, 100 Chestnut Avenue, Williamstown, NJ ; and

**WHEREAS,** the Housing Authority of Gloucester County had solicited quotes for Snow Removal services and executed a contract with TOM LAKE AUTO on October 25, 2017; and

**WHEREAS, TOM LAKE AUTO** has been responsive to any requests during said service and followed the specifications provided; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the contract with TOM LAKE AUTO BODY be extended for the contract year 2018-2019 and is hereby approved.

**ADOPTED** at the Meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of August, 2018.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

**ATTEST:**



KIMBERLY GOBER, SECRETARY

DATED: AUGUST 22, 2018

**RESOLUTION #18-69**

**RESOLUTION AUTHORIZING A CONTRACT WITH APPROVED STATE  
CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO  
N.J.S.A. 40a:11-12a  
CANON USA INC.**

**WHEREAS, the Housing Authority of Gloucester County,** pursuant to NJSA40A:11-12a and NJAC 5:34-7.29(c) may by resolution and without advertising for bids, purchase any goods or services under the State of NJ Cooperative Purchasing Program for State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

**WHEREAS,** the Authority has the need on a timely basis to purchase goods or services utilizing State contracts and in particular Printers, Copiers and accessories; and

**WHEREAS,** the Authority intends to enter into such contract with CANON USA, INC. as well as additional Vendors and Dealers associated with the contractor, through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts and New Jersey law;

**WHEREAS,** the expected expenditures are not expected to exceed \$17,500 and in fact will be in the amount of \$7,118.00; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners authorizing the Purchasing Agent to purchase certain goods or services from those approved State contracts, pursuant to all conditions of the individual contracts and;

**BE IT FURTHER RESOLVED,** that the governing body of the Housing Authority of Gloucester County, pursuant to N.J.A.C.5:30-5.5(b), after inquiring about the availability of funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Executive Director.

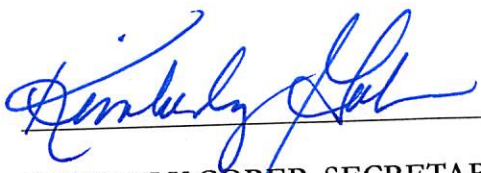
**ADOPTED** at a Regular Meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> of August, 2018.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: AUGUST 22, 2018

**RESOLUTION #18-70**

**RESOLUTION AMENDING**

**THE SECTION 8 ADMINISTRATIVE PLAN**

**TO COMPLY WITH FEDERAL REGULATIONS FROM THE  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**

**WHEREAS**, the Section 8 Administrative Plan is the Authority's written statement of policies used to carry out the Section 8 Housing Choice Voucher and Section 8 Moderate Rehabilitation Programs; and

**WHEREAS**, to comply with the Federal Regulation changes of the Department of Housing (HUD), which are designed to reduce administrative burdens to PHAs, enable PHAs to better target assistance to families in need of such assistance and reduce Federal costs, the Section 8 Administrative Plan has been revised; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the revised Section 8 Administrative Plan, as attached hereto, be and hereby is adopted and shall supersede all prior resolutions addressing the subject matter of this resolution.


**IT IS FURTHER RESOLVED** that the Executive Director is hereby directed to file a copy of the attached amended Section 8 Administrative Plan with the Department of Housing & Urban Development.

**ADOPTED** at a Meeting of the Housing Authority of Gloucester County, held on the **22nd day of AUGUST, 2018**.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN  
ATTEST:

  
KIMBERLY GOBER, SECRETARY  
DATE: August 22, 2018

**RESOLUTION #18-71**

**RESOLUTION AUTHORIZING AN AMENDMENT TO REVISE THE  
THE PUBLIC HOUSING ADMISSIONS  
AND CONTINUED OCCUPANCY POLICY (ACOP)**

**WHEREAS,** the Housing Authority of Gloucester County (HAGC) complying with federal laws and regulations and HUD requirements, adopted the Public Housing Admissions and Continued Occupancy Policy (ACOP); and

**WHEREAS,** the ACOP Policy is the Authority's written statement of policies used to carry out the Public Housing Program which is for applicants and participants who are extremely low, very low and low income families housed in a decent safe and sanitary housing; and

**WHEREAS,** The Housing Authority of Gloucester County ("The Authority") has reviewed the updated policy to be known as the "The Public Housing Admissions and Continued Occupancy Policy or ACOP policy" and has attached a revised version.

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of Gloucester County that the ACOP Policy should be amended to include the attached modifications, will apply to all Public Housing Programs administered by the Housing Authority of Gloucester County and shall supersede all prior resolutions addressing the subject matter of this resolution.

**BE IT FURTHER RESOLVED** that the Executive Director is hereby directed to submit a copy of the revised ACOP Policy to HUD in connection with the 2019 Annual Plan submission.

**ADOPTED** at the Regular Meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of August, 2018.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**BY:**

  
WILLIAM W. BAIN, JR., CHAIRMAN

**ATTEST:**

  
KIMBERLY GOBER, SECRETARY

DATED: August 22, 2018

**RESOLUTION #18-72**

**RESOLUTION AUTHORIZING THE IMPLEMENTATION  
OF A  
OPEN PUBLIC RECORDS ACT POLICY (OPRA)**

**WHEREAS**, in accordance with the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et. Seq. effective July 8, 2002, the Housing Authority of Gloucester County (HAGC) hereby requests to adopt the Policy attached; and

**WHEREAS**, the intent of the Policy is to ensure members of the general public are granted access to all records maintained by HAGC unless specifically exempt by OPRA, other state or federal law, regulations or Order; and

**WHEREAS**, such access and or records shall be through the custodian of department records; and

**WHEREAS**, said Policy shall establish procedures for the receipt and processing requests for access to HAGC records; and


**WHEREAS**, this Policy is not applicable to any general rules of discovery under New Jersey Rules of Court, Rule 7:7, Pretrial Procedures and shall supersede all prior resolutions addressing the subject matter of this resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of Gloucester County that the Open Public Records Act (OPRA) Policy hereby is adopted by the Board of Commissioners of the Housing Authority of Gloucester County.

**ADOPTED** at the Regular Meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of August, 2018.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**BY:**

  
WILLIAM W. BAIN, JR., CHAIRMAN

**ATTEST:**

  
KIMBERLY GOBER, SECRETARY

**DATED:** August 22, 2018

**RESOLUTION #18- 73**

**RESOLUTION AUTHORIZING THE EXECUTION OF THE  
SHARED SERVICES AGREEMENT BETWEEN  
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY (HAGC) AND  
THE COUNTY OF GLOUCESTER (COUNTY)  
REGARDING THE MANAGEMENT & ADMINISTRATION OF  
COMMUNITY WORK EXPERIENCE PROGRAM (CWEP)**

**WHEREAS,** the Housing Authority of Gloucester County recognizes the need establish an agreement with the County to provide work experience to customers of the American Job Center of Gloucester County; and

**WHEREAS,** pursuant to the Work First New Jersey Personal Responsibility and Work Opportunities Reconciliation Act of 1996, HAGC will be an eligible site; and

**WHEREAS,** the Agreement attached contains the Objectives and Responsibilities of the Housing Authority of Gloucester County; and

**WHEREAS,** the Executive Director of HAGC, Kimberly Gober agrees that the terms of this agreement is consistent with the mission to provide work experience to customers of the American Job Center.

**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 Agreement with the County of Gloucester for the purpose of providing job experience with the customers of the American Job Center; and

**BE IT FURTHER RESOLVED** that the Executive Director is authorized to execute the said Agreement as well as any and all documents which may be necessary to effectuate the Agreements with the County


**ADOPTED** at a Meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of August, 2018.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**



**KIMBERLY GOBER, SECRETARY**

**DATE: August 22, 2018**

8/8/18

**AGREEMENT BETWEEN THE  
GLOUCESTER COUNTY HOUSING AUTHORITY  
AND  
COUNTY OF GLOUCESTER**

**THIS AGREEMENT** is made effective the 8<sup>th</sup> day of August, 2018 by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County," and the Gloucester County Housing Authority, with offices at 100 Pop Moylan Boulevard, Deptford, New Jersey 08096, hereinafter referred to as "Agency".

**WHEREAS**, the County needs to establish Community Work Experience Program (CWEP) sites for eligible Gloucester County Work First New Jersey (WFNJ) participants, thereby requiring individual agreements to be entered into with local non-profit and/or community based agencies, who are eligible CWEP providers to provide work experience to customers of the American Job Center (AJC) of Gloucester County, pursuant to the Work First New Jersey Personal Responsibility and Work Opportunities Reconciliation Act of 1996.

**NOW THEREFORE**, it is agreed as follows:

**1. OBJECTIVES AND RESPONSIBILITIES.**

The County is seeking to establish CWEP sites for eligible Gloucester County WFNJ participants, thereby requiring individual agreements to be entered into with local non-profit and/or community based agencies to provide work experience to customers of the American Job Center.

The County and Agency agree to collaborate to provide various training opportunities for individuals who are receiving Temporary Assistance to Needy Families (TANF), General Assistance (GA) and/or Supplemental Nutritional Assistance Program (SNAP).

The New Jersey Department of Labor and Workforce Development has charged the local Workforce Development Boards/American Job Centers with overseeing the development and coordination of CWEP and its subsequent sites.

Eligible participants will be placed at worksites in positions that comply with those elements outlined in this Agreement.

Participation by a recipient in CWEP provided by a sponsor pursuant to this act shall not be considered employment for any purpose, except for those conditions outlined in this Agreement.

CWEP participants, while at the worksite, must be treated under the New Jersey State Worker Compensation Program. The Provider agency must ensure that the Workers' Compensation process is followed as outlined in the Attachment, and in an emergency, that the participant receives proper medical care.

**No participants under this agreement shall be placed or utilized in a position at a particular workplace:**

- a. that was previously filled by a regular employee if that position, or a substantially similar position at the workplace, has been made vacant through a demotion, substantial reduction of hours or a layoff of a regular employee in the previous 12 months, or has been eliminated by the employer at any time during the previous 12 months; and
- b. position that infringes upon a wage rate or an employment benefit or violates the contractual overtime provision of a regular employee at the workplace; and
- c. that violates an existing collective bargaining agreement or a statutory provision that applies to that workplace
- d. that supplants or duplicates a position in an existing, approved apprenticeship program; and
- e. be placed by or through an employment agency or temporary help service firm as a community work experience or alternative work experience worker; and
- f. if there is a contractual or statutory recall right to that position at that workplace or if there is an ongoing strike or lockout at that workplace.

**Participation by a recipient in a CWEP provided by a sponsor pursuant to this act shall not be considered employment for any purpose, except that:**

- a. it shall be regarded as employment for the purposes of the "Law against Discrimination" (PL 1945, C1 69(C. 10:5-1 et seq.) and the sponsor, not the program shall be deemed the employer for purposes of any action brought under; and
- b. it shall be regarded as employment for the purposes of the "New Jersey Public Employees Occupational Safety and Health Act"(PL 1983C.516 (c.34-6 A-25 et seq.) if the sponsor is a public employer subject to that act; and
- c. it shall be regarded as employment for the purposes of the "Conscientious Employee Protection Act," (PL 1986, C105 (C34:19-1 et seq), an the "Worker and Community Right to Know Act" (PL1983/C315 (C345a-1 et seq.); and
- d. it shall be regarded as employment for the purposes of chapter 15 of Title 34 of the revised statutes, subject to the provisions of section 12 of this act; and
- e. the recipient shall be entitled to the degree as the similarly situated employee of the sponsor to family leave pursuant to the "Family Leave Act" (PL1989.C261 (C34:11B-1 et seq.).

## **2. AUTHORITIES.**

This Agreement is entered into by the County of Gloucester together with local non-profit and/or community based agencies and is consistent with the mission to provide work experience to customers of the American Job Center.

## **3. INSURANCE.**

The Agency shall, if applicable to the services to be provided, maintain general liability, ~~automobile liability, business operations, builder's insurance, Workers' Compensation insurance~~ and professional malpractice insurance, if required, in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. The Agency shall, simultaneously with the execution of this Agreement, deliver certifications of said insurance to County, naming County as an additional insured.

If Agency is a member of a profession which is subject to suit for professional malpractice, then Agency shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Agency shall, simultaneously with the execution of this Agreement, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Agreement.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Agreement taking effect. Agency also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Agreement, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

## **4. TERM.**

The term is for a period of five (5) years, from July 1, 2018 to June 30, 2023. This Agreement may be amended and or extended by mutual agreement of all parties in writing.

**5. NO ASSIGNMENT OR SUBCONTRACT.** This Agreement may not be assigned, nor subcontracted by the Agency, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

**6. TERMINATION.** This Contract may be terminated as follows:

A. The County may terminate this Agreement in the event that there is a violation of any Laws of New Jersey and/or and Federal Requirements by the Agency that has violated the terms of this Agreement.

B. The County may terminate this Agreement for public convenience at any time by a notice in writing from the County to the Agency. If the Agreement is terminated by the County as provided herein, the Agency will be paid for the services rendered to the time of termination.

**7. CHANGES.**

This Agreement may be modified only in writing and agreed by the parties.

**8. NOTICES.**

Notices required by this Agreement shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

**9. GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

**10. INDEPENDENT CONTRACTOR STATUS.**

The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

**11. CONFLICT OF INTEREST.**

Party of the second part covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Agreement. The Agency further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

**12. CONFIDENTIALITY.**

Agency agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Agreement, during the term of this Agreement, except to authorize County personnel or upon prior approval of the County.

**13. BINDING EFFECT.**

This Agreement shall be binding on the undersigned, and their successors and assigns.

**14. AGREEMENT PARTS.**

This Agreement consists of this Agreement, Attachment A, and any specifications issues by the County in connection with the work to be performed which are incorporated in its entirety and made a part of this contract by reference. If there is a conflict between any of the ~~attachments and the specifications, the specifications will control. If there is a conflict between~~ any of the attachments or the specifications and the Contract, then this Contract will control.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Agency has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
LAURIE J. BURNS,  
CLERK OF THE BOARD

\_\_\_\_\_  
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

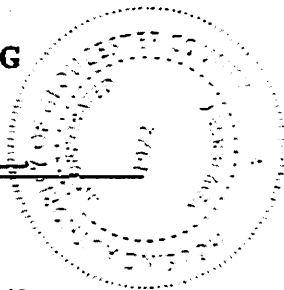
AGENCY NAME:

GLOUCESTER COUNTY HOUSING  
AUTHORITY

  
Name:  
STELLA T. BARNES  
ADMINISTRATIVE ASSISTANT

  
KIMBERLY GOBER,  
EXECUTIVE DIRECTOR

Federal ID Number: 22-2120143



## Workers' Compensation Process

TO: ALL COMMUNITY WORK EXPERIENCE PROGRAM PROVIDERS  
RE: WORKERS' COMPENSATION FOR CWEP PARTICIPANTS

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### **PURPOSE:**

The purpose of this instruction is to update the process for handling Work First New Jersey (WFNJ) recipients to include the General Assistance (GA) and New Jersey Supplemental Nutrition Assistance Program (NJ SNAP) participants who are engaged in a Community Work Experience Program (CWEP) when they sustain a CWEP work-related injury.

Effective immediately, participants injured while participating in a CWEP activity must use their Medicaid health insurance cards for any associated medical treatment.

This instruction rescinds DFDI 1-7-2 and GAPI 1-7-1, and brings protocol into accord with N.J.S.A. 44:10-66 and N.J.A.C. 10:90-4.20(a)(2). This instruction also provides guidelines for handling CWEP participants who have been injured, but do not have Medicaid health insurance.

### **DETAIL:**

A CWEP participant is considered an employee of the State and an employee of the sponsor as it pertains to Workers' Compensation matters. If a CWEP participant suffers a work related injury, the State must provide the participant with the compensation, defenses and remedies pursuant to chapter 15 of Title 34, Workmen's Compensation; however, medical and hospital services shall not be provided if the participant is eligible for medical assistance under the New Jersey Medical Assistance and Health Services Act. In such cases, CWEP participants must use their Medicaid health insurance for medical treatment connected with a work related injury.

The American Job Center (AJC) of Gloucester County will provide all CWEP worksites with information on the Workers' Compensation process indicated within this instruction. The AJC will also provide the worksite with the attached *RM-2 Form, State of New Jersey Employer's First Report of Accidental Injury or Occupational Disease*.

The AJC of Gloucester County will ensure that CWEP worksites are informing participants that the participant must immediately report any worksite injuries to the on-site supervisor. This will help ensure that participants receive any necessary medical treatment, and will help control medical and legal costs associated with these types of claims.

The process for worksite injuries for CWEP participants is as follows:

1. **The participant must report injury:** When a CWEP participant suffers a CWEP work-related injury or illness, the participant must report the injury or illness to the on-site supervisor.

**2. The on-site supervisor must confirm CWEP status:** The on-site supervisor must contact Bernadette Drew, CWEP Coordinator (856-251-6814) or Stephen Hart, AJC Supervisor (856-251-6801) to verify that the injured individual is in fact a CWEP participant.

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**3. ~~The onsite supervisor must complete the RM-2 and send it to Risk Management:~~** Upon verification that the injured individual is a CWEP participant, the participant and the on-site supervisor must complete the RM-2 within 24 hours of an incident and forward it to the Department of the Treasury, Division of Risk Management via fax at (609) 292-2437, or by mailing the form to the address provided on RM-2. If the participant is too severely injured to complete the form, the on-site supervisor must complete the RM-2 and immediately forward it to the Department of the Treasury, Division of Risk Management.

A. If the injured participant IS a Medicaid recipient, the participant and the on-site supervisor should complete and send the RM-2 to Risk Management as instructed above, then instruct the individual to use his or her Medicaid health insurance card for necessary medical/hospital services.

B. If the injured participant IS NOT a Medicaid recipient, the onsite supervisor should immediately or as soon as possible call the Customer Service department at Risk Management at (609) 292-3475 to report the injury and receive further instructions on getting medical coverage for the injured individual through the State's Workers' Compensation Program. The Customer Service department will assist the on-site supervisor in completing relevant portions of the RM-2. The on-site supervisor should complete and send the RM-2 to Risk Management as instructed above. The Customer Service department will also provide information to the on-site supervisor for the injured participant to obtain appropriate medical coverage.

In these Non-Medicaid cases Risk Management will manage the injured participant's medical treatment following the referral of the case from the on-site supervisor to Risk Management.

**4. The On-site supervisor also sends the RM-2 to the AJC:** Within 24 hours of the incident, the on-site supervisor should send a copy of the completed RM-2 to the AJC.

**5. The AJC sends a copy of the RM-2 to the CWA/Gloucester County Social Services:** The AJC should retain a copy of the RM-2 for its records and send a copy of RM-2 to Gloucester County Social Services. Designated CWA/Social Services staff shall scan the completed RM-2 into DIMS or otherwise insert the form into the participant's case file.

Should the injured participant need additional supportive services such as transportation, the Division of Social Services/CWA shall be responsible for providing such assistance.

If Risk Management requires information, assistance and/or has questions relating to an injured CWEF participant, the staff at Risk Management should be directed to contact the Division of Family Development, Office of County Operations at (609) 588-2159.

Any legal inquiries made relative to workers' compensation claims should be referred to the Department of Law and Public Safety, Division of Law at (609) 633-7462. All legal calls or correspondence should be directed to the Lead Deputy Attorney General of Workers' Compensation who is responsible for addressing related legal matters. Information on workers' compensation claims must not be shared with outside agencies or persons.

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STATE OF NEW JERSEY  
EMPLOYER'S FIRST REPORT OF ACCIDENTAL INJURY OR OCCUPATIONAL DISEASE

This form must be completed by the injured employee and the supervisor within 24 hours of the accident in the following cases: (1) accidental injury causing an absence from work beyond the day of injury, or (2) medical treatment by a doctor or hospital, or (3) occurrence of an occupational disease due to working conditions whether or not time is lost. Mail promptly to your Human Resource office, in case of fatal or serious injury, (hospital admission), immediately notify the Human Resource office by telephone. Retain a copy for your records and forward all other copies to your Human Resource office per your departmental procedures.

The Human Resource office shall review the report for completeness and accuracy and file the original no later than three days after the injury occurred with the Division of Risk Management Department of the Treasury.

NOTE: If the employee is too severely injured to complete the report, the employee's supervisor will complete the report within the 24 hour time span and submit it to Human Resources.

ORIGINAL TO: DEPARTMENT OF THE TREASURY  
DIVISION OF RISK MANAGEMENT

**DEPARTMENT OF THE TREASURY  
DIVISION OF RISK MANAGEMENT**

PO BOX 620

TRENTON NJ 08625-0520

**FAX: (609) 292-2437**

## INCIDENT CODE DEFINITIONS

- 0 - First aid or other Non-recordable cases; indicates that treatment by a licensed physician and time off work were not necessary.  
1 - Medical treatment case; indicates that treatment by a licensed physician was required, but no time off work other than day of injury for recovery.  
5 - Lost work day case; indicates that time off work, beyond day of injury, for recovery was necessary.  
9 - Fatality cases; Employee died from injuries received.

**TABLE C - Unsafe Act or Hazardous Condition Classification**

**FOR EMPLOYEES SUPERVISOR USE**

- |      |                                                                                                               |
|------|---------------------------------------------------------------------------------------------------------------|
| B1 - | Failure to use available personal protective equipment (e.g., box improperly placed,                          |
| C1 - | Failure to wear safe personal attire (wearing high heels,                                                     |
| D -  | Failure to secure or warn                                                                                     |
| E1 - | Horseplay (distraction, teasing, abusing, starting, quar-                                                     |
| V -  | reckling, practical joking, throwing material, showing off,                                                   |
| W -  | Placing or leaving hazards (materials, equipment, telephone wires, etc.) placed in wrong areas, aisles, etc.) |
| X -  | Hazards of outside work environments other than public hazards                                                |
| Y -  | Public hazards (encountered in public places away from employer's premises including public transportation).  |
| Z -  | Driving errors (by vehicle operator or public roadways)                                                       |

# STATE OF NEW JERSEY EMPLOYER'S FIRST REPORT OF ACCIDENTAL INJURY OR OCCUPATIONAL DISEASE

INFORMATION BELOW MUST BE COMPLETED BY THE EMPLOYEE AND  
THE EMPLOYEE'S SUPERVISOR IN ACCORDANCE WITH THE ATTACHED INSTRUCTIONS

Claim Number		Injured Employee Last Name		First Name		M.I.		SSA/ENI		Date of Birth		Sex	
Address				City		County		Zip Code		Gross Biweekly Wage		Daily Wage	
Acc. Date (mm/dd/yy)				Date Employee Stopped Work		Official Workstation							
Day of Week		Time		Date employee returned to work		Department		Phone No. Work		Phone No. Home			
Last work days		<input type="checkbox"/> Actual <input type="checkbox"/> Estimate		Occupation or Job Title		Division		Emergency Contact		HR Name & Phone number			
Place of accident or exposure				Agency									

☐ Check if additional pages are attached

Describe how the accident occurred in detail

Describe the injury or illness and part of body affected

Identify witnesses on the second page

Witnesses ☐ No witnesses ☐

Did this accident happen because of the action of others who are not co-employees or because of defective equipment? If so, identify responsible party information on other side.

Yes ☐ No ☐

Did the accident happen under normal workplace conditions?

Yes ☐ No ☐

Are you or your spouse currently eligible for Medicare or Medicaid benefits? Yes ☐ No ☐

34:15-57.4. Workers' compensation fraud criminal and civil penalties.  
A person shall be guilty of a crime of the fourth degree if the person purposely or knowingly makes, when making a claim for benefits pursuant to R.S. 34:15-1 et seq., a false or misleading statement, representation or submission concerning any fact that is material to that claim for the purpose of wrongfully obtaining benefits.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Information in this area to be provided by the employee's supervisor

Type of incident

0 - First aid or other non-recordable event

1 - Medical treatment but not lost time

5 - Medical treatment and lost time

9 - Fatality case

Enter number that best describes the incident

Fatality date if applicable:

RM-2 (Revised 3/11)

If yes, please describe:

Supervisor - Did you witness the accident? Yes ☐ No ☐

Do you agree with the employee's description? Yes ☐ No ☐

Supervisor Signature and Phone No. \_\_\_\_\_ Date \_\_\_\_\_

PRINT NAME

<b>Explanation for using unauthorized Physician</b>		
<b>Staff Physician's/Nurses's remarks (for agency medical staff use)</b>		
Diagnosis		
Is the injury related to the accident or work exposure? <input type="checkbox"/> Accident <input type="checkbox"/> Work Exposure		
What further treatment is needed?		
Date the employee is medically able to return to work (mm/dd/yyyy)		Are outside medical/pharmacy bills etc. anticipated? <input type="checkbox"/> Yes <input type="checkbox"/> No
Remarks		
_____ Date		_____ Signature of Physician
<b>Witnesses to Accident</b>		
Name	Address	
<b>Responsible Party Information</b>		
Name of person(s)		
Identify object, machine, substance or premise		
<b>If accident caused by a vehicle, complete the following or attach copy of the RM-1 or other vehicle accident report</b>		
	EMPLOYEE'S VEHICLE	OTHER VEHICLE
Year and make of car		
License plate no.		
Owner's name		
Owner's address		
Name of insurance co. and policy no.		
Driver's name		
Driver's address		
Was a State Vehicle Accident Report RM-1 completed and filed? <input type="checkbox"/> Yes <input type="checkbox"/> No		Seat Belt <input type="checkbox"/> Yes <input type="checkbox"/> No
If no, explain _____		Cellphone <input type="checkbox"/> Yes <input type="checkbox"/> No

RESOLUTION #18-74

RESOLUTION RENEWING THE CONTRACT FOR  
CARPET INSTALLATION AT  
VARIOUS MANAGED PROPERTIES

NATIONWIDE CARPET CONTRACTING, INC.

WHEREAS, The Housing Authority of Gloucester County (HAGC) finds there exists a need to contract for the installation of carpet and padding as needed at various properties which are owned and/or managed by the HAGC ; and

WHEREAS, the Housing Authority of Gloucester County (HAGC) had solicited bids for Carpet Replacement at Various Managed Properties; and

WHEREAS, the most economical proposal had been received from,  
NATIONWIDE CARPET CONTRACTORS, INC.; and

WHEREAS, the HAGC finds NATIONWIDE CARPET CONTRACTORS, INC to be responsive to any and all requests during the service provided as well as following the specifications; and

WHEREAS, as previously stated in the last Contract cost shall not exceed the amount of \$ 72,000.00; and

WHEREAS, said contract shall be effective for the period commencing December 1, 2018 and concluding on November 30, 2019, with a one-year extend option left.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the contract extension with NATIONWIDE CARPET CONTRACTORS, INC. be and is hereby approved; and

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of August, 2018.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

  
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: AUGUST 22, 2018

TABLED

RESOLUTION #18-75

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 August 22, 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 AUGUST 22, 2018.**

**ADOPTED** at the Regular Meeting of the Board of Commissioners held on the **22<sup>ND</sup>** DAY OF AUGUST, 2018.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY:

  
**WILLIAM W BAIN, JR. , CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**KIMBERLY GOBER, SECRETARY**  
**DATED: AUGUST 22, 2018**