

RESOLUTION #20-41

**RESOLUTION AUTHORIZING THE EXTENSION OF THE CONTRACT FOR
ELEVATOR MAINTENANCE SERVICES**

DEPTFORD PARK APARTMENTS

BRANDYWINE ELEVATOR COMPANY

WHEREAS, on August 23, 2017, via Resolution #17-63, the Housing Authority of Gloucester County (HAGC) entered into a 24-month contract for the performance of Elevator Maintenance and Repairs at Deptford Park Apartments, 120 Pop Moylan Blvd., Deptford NJ with **BRANDYWINE ELEVATORS**; and

WHEREAS, the contract provided HAGC the option to extend the term of said contract for two (2) one (1) year renewal periods; and

WHEREAS, on April 24, 2019 via Resolution #19-45, HAGC extended the term from one (1) year from October 1, 2019 to September 30, 2020; and

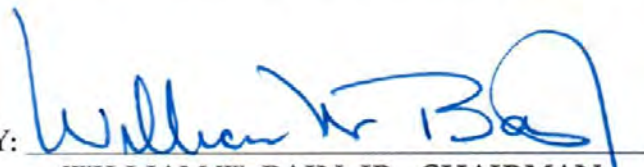
WHEREAS, the HAGC wishes to exercise their option for the last renewal and extend the contract for one (1) year from October 1, 2020 to September 30, 2021; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the contract with **BRANDYWINE ELEVATORS** be and is hereby approved to be extended, effective May 27th, 2020; and

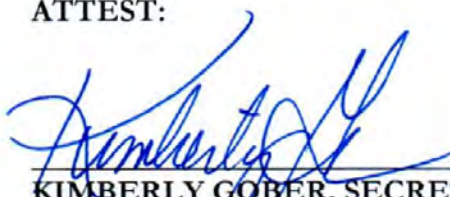
IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute the contract for Elevator Maintenance Services for the contract amount of **\$127.95 per month or \$1,535.40 annually.**

ADOPTED at the Meeting of the Housing Authority of Gloucester County Board of Commissioners held on the 27th day of May 2020.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY
DATED: MAY 27, 2020

RESOLUTION #20-42

**RESOLUTION AUTHORIZING THE EXTENSION OF THE CONTRACT FOR
ELEVATOR MAINTENANCE SERVICES**

CARINO PARK APARTMENTS

BRANDYWINE ELEVATOR COMPANY

WHEREAS, on August 23, 2017, via Resolution #17-62, the Housing Authority of Gloucester County (HAGC) entered into a 24-month contract for the performance of Elevator Maintenance and Repairs at Carino Park Apartments, 100 Chestnut St, Williamstown NJ with **BRANDYWINE ELEVATORS**; and

WHEREAS, the contract provided HAGC the option to extend the term of said contract for two (2) one (1) year renewal periods; and

WHEREAS, on April 24, 2019 via Resolution #19-46, HAGC extended the term from one (1) year from October 1, 2019 to September 30, 2020; and

WHEREAS, the HAGC wishes to exercise their option for the last renewal and extend the contract for one (1) year from October 1, 2020 to September 30, 2021; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the contract with **BRANDYWINE ELEVATORS** be and is hereby approved to be extended, effective May 27th, 2020; and

IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute the contract for Elevator Maintenance Services for the contract amount of **\$159.00 per month or \$1,908.00 annually.**


ADOPTED at the Meeting of the Housing Authority of Gloucester County Board of Commissioners held on the 27th day of May 2020.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY
DATED: MAY 27, 2020

RESOLUTION #20-43

RESOLUTION APPROVING THE SECTION 18 APPLICATION FOR A DE-MINIMIS REMOVAL OF UNITS IN CONJUNCTION WITH ITS RENTAL ASSISTANCE DEMONSTRATION (RAD) CONVERSION

DEPTFORD PARK APARTMENTS

WHEREAS, the Gloucester County Housing Authority has received a Commitment for Housing Assistance Payments CHAP from the U.S. Department of Housing and Urban Development HUD for its Deptford Park Project; and

WHEREAS, a CHAP is issued by HUD when HUD has approved a housing authority to convert a public housing project to a Section 8 project-based voucher project through the HUD Rental Assistance Demonstration (RAD) program; and

WHEREAS, HUD allows for 5% of the public housing units in a project to be removed from its inventory through a Section 18 De-Minimis removal application; and

WHEREAS, HUD will permit the Authority to provide Section 8 Project Based Vouchers from its current allotment of vouchers to subsidize the units being removed from the public housing program through the Section 18 De-Minimis removal; and

WHEREAS, the Project currently contains 100 public housing units and the Authority desires to remove five (5) units through a Section De-Minimis removal application and provide five (5) Project Based Vouchers at up to 110% of Fair Market Value Rent in conjunction with the RAD conversion of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Section 18 De-Minimis Removal Application is hereby in all respects approved and authorizes the Executive Director to take all actions necessary to submit the application to HUD in conjunction with its RAD Conversion for the Deptford Park Project.


BE IT FURTHER RESOLVED that the Executive Director, or her designee, is hereby directed to update any and all policies generally included on the Agency Plan to reflect the above-mentioned actions.

ADOPTED at the Meeting of the Housing Authority of Gloucester County Board of Commissioners held on the 27th day of May 2020.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY
DATED: MAY 27, 2020

RESOLUTION #20-44

RESOLUTION APPROVING THE SECTION 18 APPLICATION FOR A DE-MINIMIS REMOVAL OF UNITS IN CONJUNCTION WITH ITS RENTAL ASSISTANCE DEMONSTRATION (RAD) CONVERSION

CARINO PARK APARTMENTS

WHEREAS, the Gloucester County Housing Authority has received a Commitment for Housing Assistance Payments CHAP from the U.S. Department of Housing and Urban Development HUD for its Carino Park Project; and

WHEREAS, a CHAP is issued by HUD when HUD has approved a housing authority to convert a public housing project to a Section 8 project-based voucher project through the HUD Rental Assistance Demonstration (RAD) program; and

WHEREAS, HUD allows for 5% of the public housing units in a project to be removed from its inventory through a Section 18 De-Minimis removal application; and

WHEREAS, HUD will permit the Authority to provide Section 8 Project Based Vouchers from its current allotment of vouchers to subsidize the units being removed from the public housing program through the Section 18 De-Minimis removal; and

WHEREAS, the Project currently contains 100 public housing units and the Authority desires to remove five (5) units through a Section De-Minimis removal application and provide five (5) Project Based Vouchers at up to 110% of Fair Market Value Rent in conjunction with the RAD conversion of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Section 18 De-Minimis Removal Application is hereby in all respects approved and authorizes the Executive Director to take all actions necessary to submit the application to HUD in conjunction with its RAD Conversion for the Carino Park Project

BE IT FURTHER RESOLVED that the Executive Director, or her designee, is hereby directed to update any and all policies generally included on the Agency Plan to reflect the above-mentioned actions.

ADOPTED at the Meeting of the Housing Authority of Gloucester County Board of Commissioners held on the 27th day of May 2020.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: MAY 27, 2020

RESOLUTION #20-45

**RESOLUTION APPROVING THE EXECUTION OF A PREDEVELOPMENT
LOAN AGREEMENT BETWEEN**

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

WHEREAS, The Housing Authority of Gloucester County (HAGC), under the directive of its Board of Commissioners, has entered into an Agreement to Enter into Ground Lease dated April 23, 2020 with Rowan College of South Jersey (RCSJ) to establish site control of a portion of Block 417, Lot 1 on the Official Tax Map of the Township of Deptford, County of Gloucester for the purpose of constructing special needs housing containing twenty-four (24) units and associated site improvements ("project"); and

WHEREAS, HAGC intends to apply for Project funding through either the New Jersey Department of Community Affairs (NJDCOA) Affordable Housing Trust Fund (AHTF) or Low-Income Housing Tax Credits (LIHTC); and

WHEREAS, the County of Gloucester (County) has agreed to provide gap funding for the Project; and

WHEREAS, the parties desire to enter into a Predevelopments Loan Agreement setting forth the terms and conditions of a predevelopment loan for the Project, as drafted and attached hereto.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Gloucester County authorizes the execution of the attached Predevelopment Loan Agreement; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized and directed to negotiate, enter into and execute on behalf of the Authority a Predevelopment Loan Agreement and related loan documents, subject to the Executive Director approval and solicitor review.

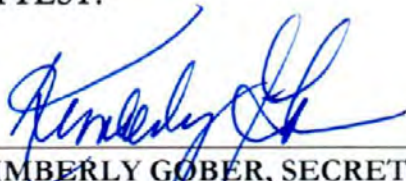
ADOPTED at the Meeting of the Housing Authority of Gloucester County Board of Commissioners held on the 27th day of May 2020.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY
DATED: MAY 27, 2020

PREDEVELOPMENT LOAN AGREEMENT

RCSJ SPECIAL NEEDS HOUSING

THIS PREDEVELOPMENT LOAN AGREEMENT (the “**Loan Agreement**”), made this ____ day of May, 2020 (“**Effective Date**”), by and between the **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey, with principal offices located at 2 South Broad Street, Woodbury, New Jersey 08096 (“**County**”) and the **HOUSING AUTHORITY OF GLOUCESTER COUNTY**, an agency and instrumentality of the County of Gloucester, with principal offices located at 100 Pop Moylan Boulevard, Deptford, New Jersey 08096 (“**HAGC**” or the “**Borrower**”). County and the Borrower may be collectively referred to herein as the “**Parties**”, or individually as a “**Party**”.

RECITALS

WHEREAS, HAGC has entered into an Agreement to Enter into Ground Lease dated April 23, 2020 with Rowan College of South Jersey (RCSJ) to establish site control of a portion of Block 417, Lot 1 on the Official Tax Map of the Township of Deptford, County of Gloucester for the purpose of constructing special needs housing containing twenty-four (24) units and associated site improvements as further described in the project narrative attached hereto and incorporated herein as Exhibit A (“**Project**”); and

WHEREAS, HAGC intends to apply for Project funding through either the New Jersey Department of Community Affairs (NJDCA) Affordable Housing Trust Fund (AHTF) or Low-Income Housing Tax Credits (LIHTC); and

WHEREAS, County has agreed to provide gap funding for the Project; and

WHEREAS, the parties desire to enter into this Loan Agreement setting forth the terms and conditions of a predevelopment loan for the Project.

NOW THEREFORE, in consideration of the payments and mutual promises set forth below, the adequacy and receipt of which are acknowledged, County and the Borrower agree as follows:

1. Amount of Loan Proceeds. County shall provide a predevelopment loan for the Project of up to Six Hundred, Forty-Four Thousand, Five Hundred Dollars (\$644,500.00) (the “**Loan**”) to the Borrower to be utilized in accordance with the terms and conditions set forth below.

2. Use of Loan Proceeds; Advances.

(a) The proceeds of the Loan shall be used for services to further the development of the Project (“**Development Services**”) and disbursed to HAGC and used solely to finance the Borrower’s costs incurred in connection with the Project as more fully set forth in the Approved Predevelopment Budget attached hereto and incorporated herein as Exhibit B (the “**Approved Predevelopment Budget**”). Costs for development Services shall be limited to items and amounts

shown on Exhibit B. The Borrower shall not use the Loan funds for any other purpose without the prior written consent of County.

(b) On the Effective Date, County shall disburse to HAGC Twenty-Five Thousand Dollars (\$25,000.00) of Loan funds to be held by HAGC for the payment of Development Services ("**Disbursement Escrow**"). No later than the fifth day of each month following the Effective Date and until Closing, Borrower shall submit to County a monthly disbursement report of costs paid in connection with Development Services performed during the preceding calendar month ("**Disbursement Report**"). The Disbursement Report shall include separate billing statements or invoices from each party to which a payment was made. The Disbursement Report shall be in such form acceptable to County and shall be signed by an authorized representative of HAGC. All such costs shall not exceed the amount set forth in the Approved Predevelopment Budget unless a budget revision is approved in advance by County. Upon the written request of HAGC, County shall disburse additional Loan funds to replenish the Disbursement Escrow.

3. Assignment. The obligation of the Borrower to repay the Loan shall be evidenced by this Loan Agreement. The Borrower hereby assigns to County, as collateral for its obligations hereunder, all work product acquired, constructed, performed, prepared or completed by or for the Borrower with respect to Project and all contracts relating to such work product (the "**In-Kind Contributions**"), subject to the Borrower's continuing right to use the same.

4. Interest Rate. The Loan shall bear interest at an annual rate of 0%.

5. Repayment. The entire principal amount of the portion of the Loan advanced with respect to costs relating to the Project, together with all accrued and unpaid interest thereon, shall be payable on or before the earlier of (a) the closing date of the HAGC's financing for development of the Project, or (b) April 30, 2022 (the "**Payment Date**"). Borrower may extend the Payment Date by an additional twelve (12) month period by providing written notice to County prior to the Payment Date. If the Closing has not occurred by the Payment Date, or any extension thereto, County may at its option declare the Loan due and payable upon written notice to the Borrower, and the Borrower may transfer the In-Kind Contributions in full satisfaction of the Borrower's obligations to repay the Loan and accrued interest thereon, provided that such In-Kind Contributions shall be acceptable in quality and value to County in its sole reasonable discretion or costs related to such In-Kind Contributions shall have previously been approved by County as provided in Section 1(b) above.

6. Representations and Warranties. The Borrower represents and warrants as follows:

(a) HAGC is a Housing Authority duly organized pursuant to the Local Redevelopment and Housing Law (*N.J.S.A. 40A:12A-1 et seq.*).

(b) The Borrower has full power and authority to enter into the transactions provided for in this Loan Agreement and has been duly authorized to do so by all necessary and appropriate action and when executed and delivered by the Borrower, this Loan Agreement shall constitute the legal, valid and binding obligations of the Borrower, enforceable in accordance with its terms.

(c) Neither the execution nor delivery of this Loan Agreement or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Loan Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, shall conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Borrower, or any provision of the organizational documents of the Borrower, or shall conflict with or constitute a breach of or a default under any agreement to which the Borrower is a party, or shall result in the creation or imposition of any lien upon any assets or property of the Borrower, other than liens established pursuant hereto.

(d) The Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or the Project, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the Borrower, affect the Borrower's ability to repay the Loan or impair the security to be given to County pursuant hereto.

7. Events of Default. Each of the following events shall be an "Event of Default" hereunder:

(a) Failure to Make Payment. The Borrower shall fail to pay on or before the Payment Date any payment of principal or interest required to be paid under the Loan Agreement, which failure is not cured within five (5) days following the giving by County to the Borrower of written notice thereof;

(b) Default in Performance of the Borrower's Duties. The Borrower (i) shall fail to perform any of its duties and obligations set forth herein within ten (10) days after written notice of such default, or (ii) shall fail to perform any of the Borrower's duties and obligations set forth in any other agreement between the Borrower and County, which failure continues beyond the expiration of any applicable cure period specified therein;

(c) Breach of Representation or Warranty. Any representation or warranty made by the Borrower shall prove to have been false or misleading in any material respect at or as of the time made; or

(d) Use of Loan Proceeds for Other than Permitted Project Costs. The Borrower shall use the proceeds of the Loan for any purpose other than Project costs permitted pursuant to this Loan Agreement.

8. Remedies. Upon the occurrence and during the continuation of any Event of Default, County may: (a) declare the entire unpaid balance of the principal amount of the Loan Agreement, together with any and all accrued and unpaid interest thereon, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived by the Borrower; (b) terminate this Agreement; (c) withhold further advances of the Loan; or (d) exercise any and all rights and remedies available to it at law or in equity.

9. Other Conditions. Prior to the execution of the Loan Agreement, County may terminate this Loan Agreement if a material adverse change occurs with respect to the Borrower, or if the Borrower fails to comply with any of the terms and conditions of this Loan Agreement, or if County reasonably determines that any of the conditions cannot be met.

10. Miscellaneous. This Loan Agreement is governed by the laws of the State of New Jersey. No modification or waiver of any of the terms of this Loan Agreement, nor any consent to any departure by the Borrower therefrom, shall be effective unless made in a writing signed by County, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. When accepted, this Loan Agreement shall constitute the entire agreement between County and the Borrower concerning the Loan, and shall replace all prior understandings, statements, negotiations and written materials relating to the Loan.

11. Nonrecourse. For so long as no Event of Default has occurred the liability of the Borrower for any amount payable hereunder for the performance of any obligation set forth herein shall be enforceable only out of the Borrower's interest in any real estate that is part of the Project and its interest in the In-Kind Contributions, and neither County nor any subsequent holder of the Loan Agreement shall have the right to seek collection of any sum or the enforcement of any obligations out of other assets of the Borrower.

IN WITNESS WHEREOF, the parties hereto have duly executed this Loan Agreement the day and year first above written.

COUNTY:

By: _____
Robert Damminger, Director
Board of Chosen Freeholders of Gloucester County

BORROWER:

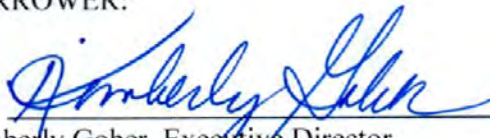
By: 
Kimberly Gober, Executive Director
Housing Authority of Gloucester County

EXHIBIT A

RCSJ Special Needs Housing - Project Description and Schedule

The Housing Authority of Gloucester County (HAGC) and the Rowan College of South Jersey (RCSJ) have been planning a Special Needs housing project to be located on RCSJ's Gloucester County Campus in Deptford Township. The site is approximately 3 acres and will be a portion of Block 417, Lot 1 on the tax map of Deptford Township.

The housing project will consist of 24 one-bedroom units in a 2 – 3 story complex of building(s). The project will contain community space and space to deliver required services to the residents. It is the intention that the units will be reserved for adult developmentally disabled individuals. The units will be reserved for households earning less than 50% of the area medium income.

RCSJ will provide services as part of its on-going programs including the ACT which has its support facility directly adjacent to this proposed project.

All units will be fully accessible and will meet at a minimum the Energy Star 3 energy efficiency standards. The project will be incorporated into the broader RCSJ campus. It is the intention of RCSJ and HAGC to set a series of design charrettes with County representatives so that the final architectural design meets with the expectations of the parties.

The State of New Jersey through the NJDCA is offering funding for small projects through the Affordable Housing Trust Fund. The project will qualify if Deptford Township is able to enter into a settlement agreement which includes this project with respect to its COAH requirements. This program provides up to six-million dollars to fund projects of 25 units or less. In the event this program is not available to the HAGC for this project, it will pursue 4% Low Income Housing Tax Credits through the NJHMFA. Both of the aforementioned funding sources will require a certain amount of gap funds so that the project can be complete. The development team will pursue available sources such as but not limited to FHLB-AHP, HOME funds and other County funds that might be available. It is the intention of HAGC to maximize hard debt to the greatest extent possible. If successful and with HUD approval HAGC will use Section 8 Project based vouchers to maximize the amount HAGC can borrow in hard debt. This will also allow the project to serve the very low-income residents that may need the units developed in the project as the rent will be subsidized.

<u>SCHEDULE</u>	
Site Control (Ground Lease)	May 2020
Draft budgets both AHTF and LIHTC	July 2020
Application to DCA Affordable Housing Trust Fund (AHTF) (if applicable)	August 2020
Application for first mortgage to go with AHTF, (if applicable)	August 2020
Procurement of Professionals (Architect, Engineer, Environmental, Development partner if applicable, etc.)	August 2020
Phase I environmental Review	October 2020
Submission to NJHMFA of DOI (if no AHTF)	November 2020
NJ Treatment Works Approval (Sewer)	January 2021
NJ Division Water Supply Permit	January 2021
Revised Project budget for County review and review of needs for Gap funds	January 2021
Site Plan submission	February 2021
Final Site Plan approval	March 2021
Completion of Architectural Design	April 2021
Uniap application (tax exempt bonds 4% LIHTC) If applicable	May 2021
Completion of Procurement of GC (starts 90 days prior)	July 2021
Approval of funding DCA (including first mortgage) or NJHMFA financing	September 2021
Due Diligence docs completion	February 2022
Forecast of Financial Closing	March 2022
Construction Start	April 2022
Marketing of units	December 2022
Commencement of tenant selection	March 2023
Construction Completion	August 2023
Forecast Date of Full Occupancy	October 2023

The HAGC shall provide to County on a quarterly basis an updated project schedule starting August 1, 2020.

EXHIBIT B

RCSJ Special Needs Housing Predevelopment Budget
24 Affordable Special Needs Rental Units

Budget Items	Funded Under this Predevelopment Loan
Architect	\$110,000
Engineer	\$80,000
Other fees/Utilities hook ups, TWA	\$25,000
HUD required approvals (Part 58 ERR, SLR for PBV's)	\$12,000
Fees/site plan/Governmental	\$9,500
Geo Technical studies	\$20,000
Environmental	\$10,000
Appraisal/Market Study	\$15,000
Survey	\$15,000
Legal/includes Lender	\$75,000
Application Fees	\$5,000
Owner Entity creation, taxes and insurance	\$2,500
Mortgage Commitment Fee	\$39,500
Negative Arbitrage	\$95,000
1 st ½ issuance tax credit fee	\$18,500
Energy Star plan review	\$2,500
Contingency	\$35,000
Project Consultant (reimbursed from Development Fees)	\$75,000
TOTAL	\$644,500

RESOLUTION #20-46

RESOLUTION AUTHORIZING AN AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

BDO PHA FINANCE

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

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

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

WHEREAS, the Housing Authority of Gloucester County has solicited proposals for said necessity in accordance with HAGC's Procurement Policy; and


WHEREAS, the most qualified proposal for such services is with BDO PHA Finance and is proper and responsive to the specifications provided, with the following Fee Schedule:

*Partner..... \$200-\$205 per hour.
*Director..... \$190-\$195 per hour.
*Manager..... \$155-\$185 per hour.
*Senior..... \$100-\$150 per hour.
*Associate \$85-\$95 per hour.


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 to require **BDO PHA FINANCE** to provide these Services for a fee not to exceed \$15,000.00.

ADOPTED at the Meeting of the Housing Authority of Gloucester County Board of Commissioners held on the 27th day of May 2020.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY
DATED: MAY 27, 2020

RESOLUTION #20-47

**RESOLUTION AUTHORIZING AMENDING CONTRACT AMOUNT
COMPREHENSIVE EXCESS LIABILITY (UMBRELLA) INSURANCE**

WHEREAS, on March 25th, 2020 via Resolution #20-19, the Board of Commissioners of the Housing Authority of Gloucester County authorized the execution of a contract for Comprehensive Excess Liability Insurance coverage; and

WHEREAS, the Housing Authority of Gloucester County had solicited bids and received (1) bid that was proper and responsive to the specifications; and

WHEREAS, the bid for such services was from NATHAN LANE INSURANCE AGENCY, at a premium of \$33,914.00, including Terrorism; and

WHEREAS, an internal audit of our records shows a discrepancy between the bid submitted, the bid tab attached to the resolution and the resolution contract amount, where the resolution erroneously indicated a contract amount of \$33,194.00, including Terrorism.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and is hereby authorized to execute a contract for Comprehensive Excess Liability Insurance, in accordance with the bid received and the bid tabulation attached hereto for the contract amount of \$33,914.00, including Terrorism.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 27TH day of May 2020.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: MAY 27, 2020

IFB Evaluation Statement

Project Excess Liability Insurance C Complete
 Number 20-007 I Incomplete
 Date 3/4/2020 2:30pm X Missing
 Period 5/1/20-5/1/21 2019 Nathan Lane \$32, 126.

W-9
 Owners Disc
 Debarment
 Cert. of Contracts
 Non-Collusion
 Affirmat. Action Stmt & Affidavit
 Disclosure of Lobbying
 Drug-Free Workplace
 Non-Default Affidavit
 HUD-56390A
 NJ BRC
 Professional License (if applicable)
 Designation of Insurance Company
 Iranian Certification
 HUD 50071 Certification of payments
 Liability Ins.
 Worker's Comp. Ins.
 Terms and Conditions
 Addenda Sheet
 \$5,000,000 per occurrence,\$5,000,000., age
 terrorism coverage
 \$1,000. deductible

Company Bid
 Nathan Lane Agency \$33,914.00
 Samuel Martin Agency Declined to bid
 HAI Did not bid



Bid Tabulation Sheet
Excess Liability Insurance
IFB 20-007
March 4, 2020 2:30pm

**Housing Authority
of Gloucester County**
Attended by:

Company	Base Bid	No.	Alternate Deducts	Comments
NATHAN LANE AGENCY 545 GOFFLE ROAD WYCOFF NJ 07481	\$ 33,914.00	1		rlane@nathanlaneagency.com
MARTIN AGENCY 500 JESSUP ROAD WEST DEPTFORD NJ 08066	<i>no bid</i>	1		debbie.middleton@spmartinco.com
LEWIS CHESTER ASSOCIATES 19 SUMMIT AVENUE SUMMIT, NJ 07901		2		lstadler@lewischester.com loconnor@lewischester.com
HAI INSURANCE GROUP PO BOX 189 189 COMMERCE COURT CHESHIRE, CT. 06410	<i>Declined to Bid</i>	1		msylvester@housingcenter.com
THE BARCLAY GROUP 202 BROAD STREET RIVERTON, NJ 08077		1		dwise@barclayinsurance.com
FAIRVIEW INSURANCE AGENCY, INC 1930 E. MARLTON PIKE SUITE 16 CHERRY HILL, NJ 08003		1		cgraham@fairviewinsurance.com

RESOLUTION #20-48

**RESOLUTION AUTHORIZING CONTRACT
FOR ACCESS CONTROL SYSTEM (ENTRAGUARD)**

VECTOR SECURITIES, INC.

WHEREAS, the Housing Authority of Gloucester County (HAGC) has a need for upgrades to its Access Control System (ENTRAGUARD) at Deptford Park Apartments, 120 Pop Moylan Blvd., Deptford NJ, as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the Housing Authority of Gloucester County has properly solicited, received, and reviewed quotes for said services; and

WHEREAS, the lowest responsible quote is from **VECTOR SECURITY INC.** in the amount of **\$5,425.00**; and

WHEREAS, HAGC has certified the availability of the funds according to N.J.A.C. 5:30-5.4.

WHEREAS, it may be possible that the value of expenditures in the fiscal year will exceed \$17,500.00 for all services with **Vector Security Inc.**; and

WHEREAS, in accordance with Pay-to-play laws **Vector Security Inc.** has completed and submitted a Business Entity Disclosure Certification which certifies that Vector Security Inc. has not made any reportable contributions to a political or candidate committee in the County of Gloucester in the previous year and that the contract will prohibit **Vector Security Inc.** from making any reportable contributions throughout the term of the contract; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and is hereby authorized to execute a contract with Vector Security Inc. as described herein.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 27TH day of May 2020.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST: 

KIMBERLY GOBER, SECRETARY

DATED: MAY 27, 2020

DEPTFORD PARK

Upgrade Telephone Entry System and Access Control Installation

April 2, 2020

The equipment to be installed:

One	(1)	Keri Entraguard Titanium Telephone Entry
One	(1)	LAN 520- AESP – Telephone Entry
One	(1)	NXT-2D-MSC Two Door Keri Access Control Panel
One	(1)	Keri Power Supply – Access Control
Two	(2)	Keri Reader – Access Control

The cost for the Upgrade and Access Control Installation and the Telephone Entry System: **\$5,425.00**

Vector Comprehensive Service Program

- The Repair Service Agreement would provide all labor and parts necessary to service the system due to defects in the system and ordinary wear and tear during business service hours Monday through Friday, 8:00 a.m. - 4:00 p.m.
- Customers with a repair service agreement pay normal service rates instead of emergency overtime rates, if emergency service is requested.

Monthly Service Agreement for Telephone Entry and Access Control: **\$35.00**

Price does not include sales tax or permitting fees if applicable

RESOLUTION #20-49
RESOLUTION AUTHORIZING CONTRACT
FOR REPLACEMENT OF
ACCESS CONTROL SYSTEM (ENTRAGUARD)
AT CARINO PARK APARTMENTS

VECTOR SECURITIES, INC.

WHEREAS, the Housing Authority of Gloucester County (HAGC) has a need to replace its Access Control System (ENTRAGUARD) at Carino Park Apartments, 100 Chestnut Street, Williamstown NJ as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the Housing Authority of Gloucester County has properly solicited, received, and reviewed quotes for said services; and

WHEREAS, the lowest responsible quote is from **VECTOR SECURITY INC.** in the amount of **\$5,425.00**; and

WHEREAS, HAGC has certified the availability of the funds according to N.J.A.C. 5:30-5.4.

WHEREAS, it may be possible that the value of expenditures in the fiscal year will exceed \$17,500.00 for all services with **Vector Security Inc.**; and

WHEREAS, in accordance with Pay-to-play laws **Vector Security Inc.** has completed and submitted a Business Entity Disclosure Certification which certifies that Vector Security Inc. has not made any reportable contributions to a political or candidate committee in the County of Gloucester in the previous year and that the contract will prohibit **Vector Security Inc.** from making any reportable contributions throughout the term of the contract; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and is hereby authorized to execute a contract with **VECTOR SECURITY INC.** as described herein.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 27TH day of May 2020.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST: 

KIMBERLY GOBER, SECRETARY

DATED: MAY 27, 2020

IF OF NEED <div style="border: 1px solid black; padding: 2px; text-align: center;">CARINO PARK</div>	<div style="border: 1px solid black; padding: 2px; text-align: center;">(ATTACH WRITTEN QUOTES AND APPLICABLE CATALOG SHEETS)</div> NOTE: A MINIMUM OF 3 QUOTES ARE REQUIRED FOR PURCHASES OVER \$2,0
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ITEM PURCHASE <small>DESCRIBE ITEM(S) or SERVICE (use multiple lines when necessary)</small>	QUOTE # 1 <small>(Enter Vendor Info Below)</small>	QUOTE # 2 <small>(Enter Vendor Info Below)</small>	QUOTE # 3 <small>(Enter Vendor Info Below)</small>	QUOTE # 4 <small>(Enter Vendor Info Below)</small>
Control System Replacement	N/R	11,641.00	5,425.00	N/R
Shipping and Handling Charges (if any)				
COLUMN TOTAL	-	11,641.00	5,425.00	
TOTAL		11,641.00	5,425.00	

VENDOR Independent Alarm					VENDOR CONTACT 8562271753		TELEPHONE 8562271753	
ADDRESS PO BOX 369					CITY Collingswood		ST NJ	ZIP 08108
DATE OF QUOTE 12.20.2019	TYPE:	VERBAL	CATALOG	WRITTEN / EMAIL X	VENDOR MODEL/CATALOG NO.		DATE AVAILABLE	

VENDOR MS BUILDING SYSTEM					VENDOR CONTACT		TELEPHONE	
ADDRESS 020 Fairfax Ave					CITY Cherry Hill		ST NJ	ZIP 08003
DATE OF QUOTE 12.13.2019	TYPE:	VERBAL	CATALOG	WRITTEN / EMAIL X	VENDOR MODEL/CATALOG NO.		DATE AVAILABLE	

VENDOR Vector Security					VENDOR CONTACT		TELEPHONE	
ADDRESS 54 White Horse Pike					CITY Hammonton		ST NJ	ZIP 08037
DATE OF QUOTE 12.2.2020	TYPE:	VERBAL	CATALOG	WRITTEN / EMAIL X	VENDOR MODEL/CATALOG NO.		DATE AVAILABLE	

VENDOR Franklin Alarm Company					VENDOR CONTACT		TELEPHONE	
ADDRESS 294 Tuckahoe Rd					CITY Williamstown		ST NJ	ZIP 08096
DATE OF QUOTE N/R	TYPE:	VERBAL	CATALOG	WRITTEN / EMAIL	VENDOR MODEL/CATALOG NO.		DATE AVAILABLE	

VENDOR Vector Security				REMARKS: Vector Security is the lowest responsive contractor has performed satisfactorily. #1 has submitted a quote totaling all properties and has been unresponsive to request to properly submit quote according to scope. has been non responsive to all email and phone call completing a site visit of all properties.			
BENEFIT ANALYSIS DONE? <input type="checkbox"/> YES (Copy Attached) <input type="checkbox"/> NO BY WHOM?				REMARKS:			
EMERGENCY PURCHASE <input type="checkbox"/> OTHER:							
NJ STATE GVT CONTRACT <input type="checkbox"/>							
VALUE REQUIRES ONLY ONE <input type="checkbox"/> SINGLE SOURCE ITEM <input type="checkbox"/>							

APPROVED BY	MGT APPROVED (if diff)	FINANCIAL OFFICER	APPROVING OFFICER SIGNATURE	DATE
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**Housing Authority of Gloucester County
CARINO PARK**

**Upgrade Telephone Entry System and Access Control Installation
April 2, 2020**

The equipment to be installed:

One	(1)	Keri Entraguard Titanium Telephone Entry
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The cost for the Upgrade and Access Control Installation and the Telephone Entry System: **\$5,425.00**

Vector Comprehensive Service Program

- The Repair Service Agreement would provide all labor and parts necessary to service the system due to defects in the system and ordinary wear and tear during business service hours Monday through Friday, 8:00 a.m. - 4:00 p.m.
- Customers with a repair service agreement pay normal service rates instead of emergency overtime rates, if emergency service is requested.

Monthly Service Agreement for Telephone Entry and Access Control: **\$35.00**

Price does not include sales tax or permitting fees if applicable

RESOLUTION #20-50
RESOLUTION APPROVING UPGRADE
OF NETWORK INFRASTRUCTURE FOR VOICE AND DATA

WHEREAS, the Housing Authority of Gloucester County (HAGC) has the need to upgrade its telecommunications network infrastructure for voice and data communications to support the increased demand of HAGC; and

WHEREAS, HAGC's current network provider is Windstream, who has provided a notice of bankruptcy to HAGC; and

WHEREAS, Windstream, had previously bought Allworx, HAGC's current telephone system company; and

WHEREAS, HAGC intends to further expand customer service to its clients by offering hosted electronic signature services and customer portals, further increasing HAGC's telecommunications demand; and

WHEREAS, HAGC needs increased bandwidth and a redundant software defined wide area network system (SD-WAN) to provide a control layer for centralized management of common network functions such as routing, firewalls, WAN optimization, etc. and to accommodate voice and data traffic in house and remote workforce support; and

WHEREAS, telecommunication services are considered a public utility by the New Jersey Board of Public Utilities subject to the jurisdiction of the New Jersey Board of Public Utilities; and

WHEREAS, a contract for the supplying of any product or the rendering of any service by a public utility, which is subject to the jurisdiction of the New Jersey Board of Public Utilities is an exception to the public bidding requirements of the Local Public Contracts Law; and

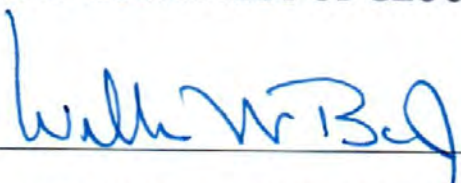
WHEREAS, HAGC has properly solicited, received and reviewed quotes for such goods and services; and

WHEREAS, the lowest responsible quote is from **IPPHONE** in the amount of **\$3,512.86 per month**.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that the quote from **IPPHONE** in the amount of **\$3,512.86 per month** for the implementation and support of a redundant system which will include a hosted voice system and 2 different Internet Service Providers (ISP) be and is hereby accepted, subject to receipt of required documentation and check of references.

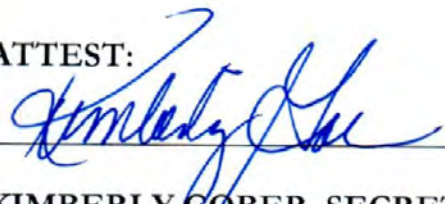
ADOPTED at a Meeting of the Housing Authority of Gloucester County, held
on the 27TH day of May 2020.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: MAY 27, 2020



**Housing Authority
of Gloucester County**
Attended by:

SD-WAN all 4 sites HAGC

Comments

Alternate Deducts

No.

Company

Stratus IP

3,240,46

1

MAXCOMMUNICATIONS

3,870.00

1

IPPHONE

3,512,86

1

50 Mbps Private Service
plus Hosted Phones

WINDSTREAM

3,240,15

1

COMCAST

3,263,81

1

[illegible]

TABLED

RESOLUTION #20-51

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

WHEREAS, While the Sen. Byron M. Baer Open Public Meetings Act (OPRA, NJSA 10:4-6 et 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 May 27th, 2020 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 statute or 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 meeting, 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 MAY 27TH, 2020.

ADOPTED at the Meeting of the Housing Authority of Gloucester County Board of Commissioners held on the 27th day of May 2020.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: _____
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY
DATED: MAY 27, 2020