

RESOLUTION #19-48

**RESOLUTION AUTHORIZING A
PROFESSIONAL SERVICES AGREEMENT WITH**

TRIAD ADVISORY SERVICES, INC. For

NJ 204-1 HAGC PUBLIC HOUSING SCATTERED SITES

WHEREAS, there exists a need for a Professional Services Agreement to prepare Environmental Review Record Reports (Part 58) in accordance with HUD Environmental Review Requirements for RAD 1st Component Transactions, 24 CFR Part 58; and

WHEREAS, TRIAD Advisory Services, Inc. located at 1301 W. Forest Grove Road, Building 3A, Vineland, Gloucester County, NJ 08360 is the consultant procured by Gloucester County (the responsible entity) in this matter; and


WHEREAS, Preparation of the Environmental Review Record for a Disposition Application to the Department of Housing and Urban Development (HUD) will be for the **NJ 204-1 HAGC PUBLIC HOUSING SCATTERED SITES**; and

WHEREAS, TRIAD ADVISORY SERVICES, INC. has supplied a quote of **\$2800** and is willing to perform the services needed under the Terms and Conditions attached; and


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 provide these Services for a fee not to exceed the proposed amount.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:


WILLIAM W. BAIN, JR. CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY
DATED: MAY 22, 2019

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made March 25, 2019 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Gloucester County, New Jersey 08360 ("Consultant") and **HOUSING AUTHORITY OF GLOUCESTER COUNTY**, 100 Pop Moylan Boulevard, Deptford, New Jersey 08096 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Description of Project and Scope of Services" (the "Services"), attached and made a part of this Agreement, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments; property appraisals, capital improvement and other development plans and programs; data on housing conditions; and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.
5. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).

6. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
7. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
8. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
9. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
10. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
11. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.
12. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.
13. Consultant reserves the right to cease performance under this Agreement due to:
 - a. Principal's nonpayment of compensation as required by Exhibit B, or
 - b. Principal's failure to pay invoices within 45 days of receipt.
 - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
14. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant share bear their own costs for presentation of their case to the arbitration.
15. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
16. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.

17. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
18. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.
19. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
20. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consultant:		To the Principal:	
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360		HOUSING AUTHORITY OF GLOUCESTER COUNTY 100 Pop Moylan Boulevard Deptford, New Jersey 08096	
Attention:	Michael Zumpino Chief Executive Officer	Attention:	

or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

The Consultant and Principal executed this Agreement as of the date first above written.

For TRIAD ASSOCIATES



Witness/Attest



Michael Zumpino

Chief Executive Officer

Date: March 25, 2019

For HOUSING AUTHORITY OF GLOUCESTER
COUNTY

Witness/Attest



By:

Date: 5/22/19

BILLING CONTACT INFORMATION:

Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

Please Print

Name/Title: _____

Billing Address: _____

Email Address: _____

Phone No. _____

Fax No. _____

CERTIFICATION OF FUNDS

I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

Signature

Date

Print Name & Title

EXHIBIT A
PROJECT DESCRIPTION AND SCOPE OF SERVICES
Preparation of an Environmental Review Record for the
Housing Authority of Gloucester County Disposition Project

Attached to and made a part of the Agreement dated March 25, 2019 between **TRIAD ASSOCIATES** ("Consultant"), and **HOUSING AUTHORITY OF GLOUCESTER COUNTY** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

PROJECT DESCRIPTION: Complete the preparation of an Environmental Review Record (Part 58) in accordance with HUD Environmental Review Requirements for the Gloucester County Housing Authority Disposition Program. A list of the properties included in the Disposition project is attached as an Appendix.

SCOPE OF SERVICES. The Consultant shall provide the following services:

1. Complete the preparation of the Environmental Review Record for the Gloucester County Housing Authority sixty two (62) unit Disposition project. The Environmental Review Record will be prepared in accordance with 24 CFR Part 58 and approved by the Responsible Entity (RE), the County of Gloucester, as called for in HUD Environmental Review Requirements.
2. The Environmental Review Record will be submitted in accordance with the National Environmental Policy Act (NEPA) Part 58 as described at 24 CFR 58.35(a) and on forms approved by HUD.
3. Upon completion of the Environmental Review, the Consultant shall prepare a Public Notice to advise the Public of the results of the Environmental Review and allow for citizen comments prior to submitting the completed Review to the Department of Housing and Urban Development.

DEVELOPMENT	YEAR BUILT	# OF UNITS	BUILDINGS/FEATURES
Gloucester County Scattered Site Public Housing Program Project No. - NJ204-1	Varies	62	The Housing Authority of Gloucester County owns and manages 62 units of scattered site family public housing. The units are broadly disbursed throughout Monroe Township, Washington Township, Deptford Township and Woodbury

In the event that the above projects cannot be classified as an Exempt project and a Categorically Excluded Subject To Review is required, the Consultant shall negotiate a separate fee for preparation each and will clearly define the scope of services separate Agreement.

DATA TO BE FURNISHED TO CONSULTANT: The Client shall provide the Consultant information and documentation, which the Consultant may require to properly render the services provided for in this Agreement.

TIME OF PERFORMANCE: The Environmental Review Record shall be completed within 60 days of signing of this contract.

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT
Preparation of an Environmental Review Record for the
Housing Authority of Gloucester County Disposition Project

Attached to and made a part of the Agreement dated March 25, 2019 between **TRIAD ASSOCIATES** ("Consultant"), and **HOUSING AUTHORITY OF GLOUCESTER COUNTY** ("Principal").

Principal agrees to pay the Consultant as follows:

COMPENSATION: the Principal shall provide compensation of \$2,800.00 for services provided in accordance with Exhibit A as follows:

Gloucester County Scattered Site Public Housing Program – Project No. - NJ204-1

- Preparation of the Environmental Review Record (CEST) for Disposition Project: \$2,800.00

METHOD OF PAYMENT Principal agrees to pay Consultant in accordance with the following billing schedule:

- \$2,800.00 upon completion of the Environmental Review Records
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

UNSPECIFIED TECHNICAL SERVICES: For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff. Our current hourly rates are shown below.

OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

COPIES: Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) PDF copy of final application, study or final work product for the Principal's file.

HOURLY RATES

STAFF CATEGORY	RATE
Chief Executive Officer	\$225 per hour
President/Vice President/ Technical Specialist	\$200 per hour
Senior Associate	\$175 per hour
Associate	\$150 per hour
Housing Technician	\$135 per hour
Junior Associate	\$100 per hour

RESOLUTION #19-49

**RESOLUTION AUTHORIZING MEMBER PARTICIPATION
IN A COOPERATIVE PRICING SYSTEM**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Camden County Educational Services Commission, hereinafter referred to as the "Lead Agency " has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, on May 22, 2019 the governing body of The Housing Authority of Gloucester County in the State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

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 execute and sign an agreement as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the HOUSING AUTHORITY OF GLOUCESTER COUNTY.

AUTHORITY

Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the EXECUTIVE DIRECTOR is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

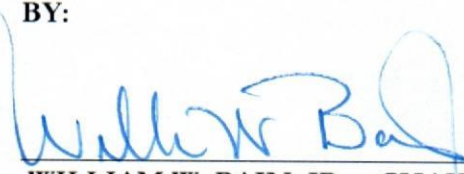
The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law* (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:


WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY
DATED: MAY 22, 2019



CAMDEN COUNTY EDUCATIONAL SERVICES COMMISSION

225 WHITE HORSE AVENUE
CLEMENTON, NEW JERSEY 08021

856-784-2100

www.camdenesc.org

Daniel Del Vecchio, Superintendent
Patrick Madden, Business Administrator/ Board Sec.
Sheila MacNeill, Purchasing & Contracts Assistant

COOPERATIVE PRICING SYSTEM AGREEMENT – 66CCEPS

THIS AGREEMENT is made and entered into this 22 day of MAY, 2019, by and between the Camden County Educational Services Commission, with offices located at 225 White Horse Avenue, Clementon, New Jersey 08021, (hereinafter referred to as the "Lead Agency") and various governing boards, authorities, commissions and other governmental contracting units within the State of New Jersey.

WITNESSETH

WHEREAS, the Lead Agency is conducting a voluntary Cooperative Pricing System with boards of education, municipalities, and other types of public bodies located within the State of New Jersey, utilizing the Lead Agency's administrative purchasing services and facilities in order to effect substantial economies in the purchase of work, materials and supplies; and

WHEREAS, the Cooperative Pricing System is authorized by N.J.S.A. 40A: 11-11 and has been approved by the Division of Local Government Services in the Department of community Affairs pursuant to N.J.A.C. 5:34-7.1 et seq., and

WHEREAS, all the parties hereto shall approve this Agreement by Ordinance or Resolution, as appropriate, in accordance with the aforesaid statute; and

NOW, THEREFORE, it is mutually agreed as follows:

1. The work, materials or supplies to be priced cooperatively may include computer hardware, technology supplies, office supplies, teaching supplies/materials, nursing supplies and other equipment utilized in the operation of public bodies and such other items and services as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. Upon approval of the Cooperative Pricing System and during each July thereafter, the Lead Agency shall publish a legal ad in such format as required by the State Division of Local Government Services in a newspaper normally used for such purpose by it, to include such information required by N.J.A.C. 5:34-7.9. as may be amended from time to time, including:

- a. The name of the participating contracting unit, and
 - b. The name of the Lead Agency soliciting competitive bids or informal quotations,
 - c. The address and telephone number of Lead Agency, and
 - d. The State Identification Code for the Cooperative Pricing System, and
 - e. The expiration date of the Cooperative Pricing Agreement.
3. Each of the participating contracting units shall indicate, in writing to the Lead Agency, the items to be purchased by the contracting unit, the approximate quantities desired, the location for delivery and other such requirements necessary for the Lead Agency to prepare specifications as provided by law. Although the Lead Agency endeavors to serve the needs of all registered members of the Cooperative Pricing System, the Lead Agency may not be able to prepare specifications and/or solicit bids for all projects and makes no such guarantee.
4. The specifications shall be prepared and approved by the Lead Agency and filed as required by law. No changes to the specification shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
5. A single advertisement for bids/proposals or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be presented by the Lead Agency on behalf of all registered members desiring to purchase any item in the Cooperative Pricing System. All advertisements and solicitations shall be made in compliance with the Public School Contracts Law.
6. The Lead Agency shall receive bids or quotations on behalf of all participating contracting units. The Lead Agency shall review said bids and, on behalf of all registered members, either reject all bids, or award a contract in compliance with the Public School Contract Law and the specifications. This award shall result in the Lead Agency entering into a master contract with the successful bidder(s) providing for two categories of purchases:
 - a. The quantities ordered for the Lead Agency's own needs, and
 - b. The estimated aggregate quantities to be ordered by other participating contracting units by separate contract, subject to the specifications and prices set forth in the Lead Agency's overall (master) contract.

The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) when required by law and, only after the Lead Agency has certified the funds available only for its own needs.

Each registered member shall: (1) certify that it has the funds available necessary for its own order(s) from the Cooperative Pricing System; (2) enter into a formal written contract directly with the successful bidder(s) when required by law and the project specifications; (3) issue purchase orders in its own name directly to the successful bidder(s) against said contract; (4) accept its own deliveries; (5) be invoiced by and receive statements from the successful bidder(s) and (6) be responsible for any tax liability. No registered member shall be responsible for payment for any items ordered or for performance generally, by or to any other registered member. Each registered member shall accordingly be liable only for its own performance and for items ordered and received by it.

The provisions of this paragraph shall be quoted or referred to and sufficiently described in all specifications for bids by the Lead Agency so that each bidder shall be on notice as to the respective responsibilities and liabilities of the registered members.

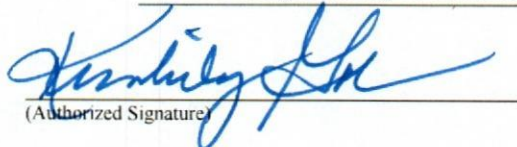
7. Nothing in this Agreement shall prevent any registered member from awarding contracts of purchase, individually and on its own behalf, with or without advertising, except that invitations for such individual bids shall not be advertised nor bids be received during the period in which the Lead Agency is advertising for and receiving bids for the same items or commodities other than, in the case of the registered member's emergency or hardship.
8. The Lead Agency reserves the right to exclude any item or commodity from within said system if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable as to the Lead Agency or the registered members.
9. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement. It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder.
10. This agreement shall become effective upon approval of the Director of the Division of Local Government Services and shall continue in effect until any party to this Agreement shall give written notice of its intention to terminate its participation.
11. All records or documents maintained or utilized pursuant to terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
12. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
13. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized representatives and their respective seals to be hereto affixed.

The Housing Authority of Gloucester County

BY:


(Authorized Signature)

NAME

Kimberly Gober

DATE: 5/22/2019

TITLE:

Executive Director

WITNESS:

(Signature)

NAME:

Stella T. Barnes

DATE: 5/22/2019

Lead Agency

Camden County Educational Services Commission

BY:

W. Patrick Madden
Business Administrator & Board Secretary

DATE: _____

WITNESS:

(Signature)

NAME:

DATE: _____

RESOLUTION # 19-50

RESOLUTION AUTHORIZING AN ADDITIONAL EXPENSE

For the ACTUARY CONTRACT

GASB75 and OTHER POST EMPLOYMENT BENEFITS (OPEB)

SUMMIT BENEFIT CONSULTANTS, LLC

WHEREAS, the Housing Authority of Gloucester County (HAGC), had awarded a contract with a certified New Jersey Actuarial Consulting Firm, Summit Benefit Consultants, LLC according to Resolution #18-99, dated November 28, 2018 ; and

WHEREAS, the consulting firm performed actuarial valuations required by GASB 75; and

WHEREAS, the process is intended to create an awareness of how the Housing Authority of Gloucester County is positioned to continue to provide post-retirement benefits to retirees; and

WHEREAS, SUMMIT BENEFIT CONSULTANTS, LLC, a certified New Jersey SBE and WBE Consulting Firm specializing in Health and Welfare and Pension Benefits originally quoted \$3,000.00 but due to revised reports, the final amount is an additional \$1500.00 with a total of \$4500.00.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that the Chairman and/or Executive Director are hereby authorized to release payment for \$4500.00.

ADOPTED at a meeting of the Housing Authority of Gloucester County, held on the 22ND day of May, 2019.

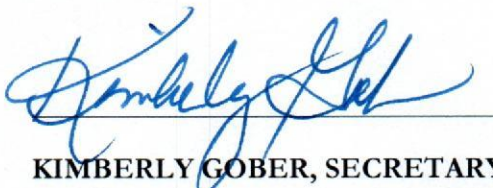
HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:



WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATE: MAY 22, 2019

RESOLUTION # 19-51

**RESOLUTION AUTHORIZING REVISION OF
FY 2019 PROJECT NJ39P2045019
CAPITAL FUND PROGRAM 5-YEAR ACTION PLAN
AND WORK STATEMENT**

WHEREAS, the Housing Authority of Gloucester County is required to propose the FY 2020 Capital Fund Program 5- Year Action Plan and Work Statement as part of an overall submission to the U.S. Dept. of Housing and Urban Development; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Revision of the Capital Fund Program 5 Year Action Plan and Work Statement for FY 2019, as attached hereto, are hereby approved; and

IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to present the Revisions and related documents for the Capital Fund Program, FY 2019 as herein approved, to the Department of HUD for their approval.

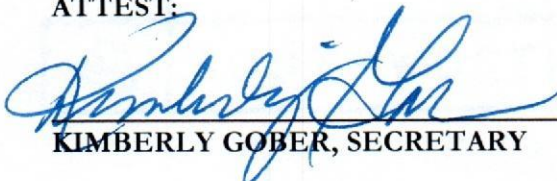
ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 22nd day of May, 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: MAY 22, 2019

Capital Fund Program - Five-Year Action Plan

Part I: Summary						
PHA Name : Gloucester County Housing Authority		Locality (City/County & State)				
PHA Number: NJ204		<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revised 5-Year Plan (Revision No:)				
A.	Development Number and Name	Work Statement for Year 1 2019	Work Statement for Year 2 2020	Work Statement for Year 3 2021	Work Statement for Year 4 2022	Work Statement for Year 5 2023
	AUTHORITY-WIDE	\$78,421.00	\$78,421.00	\$78,421.00	\$78,421.00	\$78,421.00
	204-1 SCATTERED SITES (NJ204000001)	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00
	CARINO PARK (NJ204000003)	\$220,000.00	\$60,000.00	\$215,000.00	\$125,000.00	\$170,779.00
	DEPTFORD PARK APARTMENT (NJ204000004)	\$92,779.00	\$252,779.00	\$97,779.00	\$187,779.00	\$142,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2019				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$78,421.00
ID0001	ADMINISTRATIVE(Administration (1410)-Salaries)	Mod Coord Salary		\$49,421.00
ID0002	FEES AND COST(Contract Administration (1480)-Other Fees and Costs)	A&E Services		\$15,000.00
ID0003	SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains)	Treework, Sidewalk, Driveway, Fence, Utilities, Etc.		\$10,000.00
ID0004	RELOCATION COST(Contract Administration (1480)-Relocation)	Hotel & Food expenses during modernization projects		\$4,000.00
	204-1 SCATTERED SITES (NJ204000001)			\$120,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2019				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0005	DWELLING STRUCTURES(Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Update Houses, kitchens, bathroom, flooring, siding, general modernization etc.		\$100,000.00
ID0006	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Appliances)	Replacement of furnaces, boilers, appliances, pumps, fans, etc.		\$15,000.00
ID0007	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Oil Tanks, sewer and water service equipment, pumps, mailboxes etc.		\$5,000.00
	CARINO PARK (NJ204000003)			\$220,000.00
ID0008	NON-DWELLING STRUCTURE(Non-Dwelling Exterior (1480)-Paint and Caulking)	Refinish exterior stucco panels and caulking		\$80,000.00
ID0009	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Flooring (non routine))	Upgrade apartments, kitchen flooring		\$60,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2019				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0010	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Interior Doors)	Replace door hardware, doors, etc.		\$25,000.00
ID0011	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Other)	Replace Light Fixtures		\$25,000.00
ID0012	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Replace Light Fixtures		\$10,000.00
ID0016	NON-DWELLING STRUCTURE(Non-Dwelling Interior (1480)-Common Area Finishes,Non-Dwelling Interior (1480)-Common Area Flooring,Non-Dwelling Interior (1480)-Common Area Painting,Non-Dwelling Interior (1480)-Doors,Non-Dwelling Interior (1480)-Other,Non-Dwelling Interior (1480)-Security,Non-Dwelling Interior (1480)-Shop,Non-Dwelling Interior (1480)-Storage Area)	Replace Common Area Doors and Hardware		\$20,000.00
	DEPTFORD PARK APARTMENT (NJ204000004)			\$92,779.00
ID0013	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Tubs and Showers)	Miscellaneous Apartment Upgrades		\$25,000.00
ID0014	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Appliances)	Replace Light Fixtures, Ranges, Refrigerators, etc.		\$10,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2019				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0015	NON-DWELLING STRUCTURE(Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Exterior (1480)-Foundation,Non-Dwelling Exterior (1480)-Paint and Caulking,Non-Dwelling Exterior (1480)-Tuck Pointing,Non-Dwelling Exterior (1480)-Windows)	Caulk Building Exterior		\$30,000.00
ID0017	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Install Shower Stalls		\$20,000.00
ID0018	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Replace Miscellaneous Common Area Equipment		\$7,000.00
ID0019	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Shower Seats		\$779.00
	Subtotal of Estimated Cost			\$511,200.00

RESOLUTION #19-52

RESOLUTION AUTHORIZING

UPDATING THE ONE STRIKE POLICY

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY (HAGC)

WHEREAS, Effective June 25, 2001, the Department of Housing & Urban Development (HUD) adopted final rules which set forth regulations for implementing fair, effective and comprehensive policies for screening out program applicants who engage in illegal drug use or other criminal activity, and for evicting or terminating assistance of persons who engage in such activity; and

WHEREAS, the Housing Authority of Gloucester County (HAGC) currently has a "One Strike & You're Out" Policy in place to serve the interest that all individuals whether or not residents of an assisted housing unit or complex, have the right to live in peace and be free from fear, intimidation, and abuse; and

WHEREAS, the HAGC would like to help create and maintain a safe and drug-free community by deterring criminal, alcohol or drug-related criminal activity of applicants and program participants, their guests, and any person under their control; and

WHEREAS, the HAGC safeguards the due process and privacy rights of applicants and assisted tenants/participants; and

WHEREAS, The Housing Authority of Gloucester County ("The Authority") has performed an annual review of this policy hereby adopts this reviewed policy to be known as the "One Strike and You're Out" Policy ("This Policy"). This Policy shall apply to all Housing Programs administered by the Authority as well as supplement to the Authority's Section 8 Administrative Plan, the Shepherd Farm, Colonial Park, Nancy J. Elkins Management Plans, the PH ACOP, the Dwelling Leases for respective programs, and the Grievance Procedure Policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County, that the reviewed "One Strike and You're Out" Policy attached hereto was determined to be in continued compliance with the applicable statutes, Federal Regulations and guidance from HUD and hereby is approved; and

IT IS FURTHER RESOLVED that the Executive Director is directed to file a copy of the "One Strike and You're Out" Policy (2019) with the Department of Housing and Urban Development as part of the submission of their Agency/Annual Plan.


ADOPTED at a meeting of the Housing Authority of Gloucester County, held on the 22nd day of May, 2019.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATE: MAY 22, 2019

HOUSING AUTHORITY OF GLOUCESTER COUNTY



"ONE STRIKE AND YOU'RE OUT" POLICY

Adopted: September 25, 1996

Revised: October 21, 1998;

May 1, 1999;

August 22, 2001;

June 18, 2002,

May 2018

May 22, 2019

RES#19-54

"ONE STRIKE & YOU'RE OUT POLICY"
CRIME AND DRUG FREE POLICY
Adopted September 25, 1996

I. STATEMENT OF PURPOSE

Effective June 25, 2001, the Department of Housing & Urban Development (HUD) adopted final rules which set forth regulations for implementing fair, effective and comprehensive policies for screening out program applicants who engage in illegal drug use or other criminal activity, and for evicting or terminating assistance of persons who engage in such activity.

In accordance with *24 CFR Part 5, subpart I & J; Part 960, subpart B; Part 966, subpart A; Part 982, subpart L, Part 882, subpart D, 24 CFR 983.2(a); and HUD PIH 2015-19 and 2012-28*, The Housing Authority of Gloucester County ("The Authority") hereby adopts this revised Policy to be known as the "One Strike and You're Out" Policy ("This Policy"). This Policy shall apply to all Housing Programs administered by the Authority (hereinafter collectively referred to "Authority Programs") This Policy shall serve in addition or supplement to the Authority's Admissions and Continued Occupancy Policy ("ACOP"), Section 8 Administrative Plan, Management Plans, the Dwelling Leases, and the Grievance Procedure Policy.

The Objectives of this Policy are as follows:

1. To serve the substantial, legitimate and nondiscriminatory interest that all individuals, whether or not residents of an assisted housing unit or complex, have the right to live in peace and be free from fear, intimidation, and abuse.
2. To help create and maintain a safe and drug-free community by deterring criminal, alcohol or drug-related criminal activity of applicants and program participants, their guests, and any person under their control.
3. To safeguard the due process and privacy rights of applicants and assisted tenants/participants.

II. POLICY IMPLEMENTATION

HUD PIH 2015-19

Federal laws, including the Federal Fair Housing Law, require the Authority treat all applicants and assisted tenants/participants equally, providing the same opportunity to access services, regardless of family characteristics and background. Federal law prohibit discrimination in housing on the basis of race, color, religion, sex, national origin, age familial status and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity and material status. The Authority will fully comply with all Federal, State, and local nondiscrimination law in administering this Policy.

The fact that an applicant or assisted tenants/participants was arrested for a disqualifying offense

shall not be treated or regarded as proof that the individual engaged in the disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the individual actually engaged in the disqualifying criminal activity. As part of the investigation, the Authority may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The Authority may also consider any statements made by witnesses or the applicant or participant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant/participant engaged in disqualifying activity. It is not necessary for the Authority to wait until an arrest disposition has been reached to take action in accordance with this Policy.

In terminating or denying assistance for applicants and participants of Authority Programs due to disqualifying criminal activity, HUD regulations specifically provide that disqualifying criminal activity must be demonstrated by a preponderance of the evidence. Preponderance of the evidence shall mean that when taking all the evidence together and considering its reliability or unreliability, it must be more likely than not that the person in question engaged in the disqualifying criminal activity.

III. DEFINITIONS

Applicant means any applicant to the Authority for prospective housing assistance under any housing assistance program.

Assisted tenant or participant means any tenant or participant who is currently receiving some form of housing assistance from the Authority.

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802)). *Drug-related criminal activity* means *on or off* the premises, not just *on or near* the premises.

Covered person means a resident, any member of the resident's household, a guest, or another person under the resident's control.

Criminal activity includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's premises by other residents or employees of the Authority. Criminal activity shall include crimes against persons and property.

Currently engaged in is defined as recently enough to justify a reasonable belief that there is continuing conduct by the household member.

Engaged in or history/pattern of engaging in means any act within the past three (3) years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

Drug means a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. § 802).

Guest means a person temporarily staying in the unit with the consent of a tenant/participant or other member of the household who has express or implied authority to so consent on behalf of the resident.

Head of the household means the primary beneficiary of the housing assistance from the Authority.

Household means the family and Authority-approved live-in aide.

Housing Assistance means any form of assistance or subsidy provided by the Housing Authority.

Members of the household shall include anyone else residing in the same residential unit occupied by the head of the household.

Other person under the resident's control means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this Section) because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

Pattern of means more than one (1) incident in a twelve (12) month period of time.

Premises means the building or complex or development in which the dwelling unit is located, including common areas and grounds.

Screening means the Authority applying discretion to consider all available information when making a decision to deny or grant admissions into a Housing Program.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

IV. DUE PROCESS RIGHTS

24 CFR 960.204(c); 24 CFR 966.53(c); 24 CFR 982.552(d); 24 CFR 5.851; HUD Due Process Determination for the State of New Jersey (April 16, 1992, Legal Opinion GCH-0054);

Federal law requires that the Authority provide applicants and participants to Authority Programs due process rights including adequate notice of the grounds for adverse action, right to be represented by counsel, opportunity to refute the evidence presented by the Authority, the right to confront and cross-examine witnesses, to present and affirmative legal or equitable defense and to have a decision on the merits.

Applicants

Before the Authority denies admissions to an Authority Programs on the basis of a criminal record, the Authority will notify the household of the proposed action to be based on the information and will provide the subject of the records and the applicant with a copy of the criminal records and an opportunity to dispute the accuracy and relevance of the record.

Tenant/Participants

Authority Owned and Managed Properties

HUD has made a determination that the State of New Jersey landlord-tenant process provided the necessary pre-eviction hearing and other basic elements of due process. Therefore, the Authority can exclude from its grievance procedures and cases involving termination of tenancy for any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Authority, or any drug-related criminal activity on or off such premises, not just on or near such premises. Therefore it shall be the policy of this Authority to exclude the forgoing from the grievance procedure and apply directly to court for eviction.

Once the Authority has determined that there is sufficient documented justification to proceed with termination of tenancy and eviction in cases involving (a) any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority, or (b) any drug-related criminal activity on or off the Authority's premises, the Authority shall promptly issue notification to the tenant specifying: (1) that the tenant is in serious violation of the terms and conditions of the dwelling lease and are grounds for termination of tenancy; (2) the lease provisions that the tenant has violated; (3) that the Authority is terminating tenancy as of a specified date; (4) a description of the evidence and information relied upon by the Authority; (5) that the termination action is not subject to the grievance procedure; (6) that if the tenant has not vacated the premises by the date specified in the notice, then the Authority will file eviction proceedings in court; and (7) that prior to the judicial hearing, the tenant or his counsel may request copies of any relevant documents, records (including criminal records) upon which the Authority is relying as bases for the termination of tenancy or eviction.

Section 8 Housing Choice Voucher, Moderate Rehabilitation, and Section 8 Project-Based Voucher

Once the Authority has determined that there is sufficient documented justification to proceed with termination of participation in cases involving (a) any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority, or (b) any drug-related criminal activity the Authority shall promptly issue notification to the participant specifying: (1) that the participant is in serious violation of the program obligations and this Policy; (2) the program and Policy provisions that the participant has violated; (3) that the Authority is terminating participation as of a specified date; (4) a description of the evidence and information relied upon by the Authority; (6) the procedures for requesting an informal hearing and (7) and that the tenant or his counsel may request copies of any relevant documents, records (including criminal records) upon which the Authority is relying as bases for the termination.

V. CONFIDENTIALITY AND RECORDS MANAGEMENT

The Authority will ensure that any criminal record received by the Authority from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished. The Authority will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

VI. SCREENING FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY

24 CFR 5.851&2, 25 CFR 5.901-905; 24 CFR 982.553, 24 CFR 960.204

With the goal of preventing drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or to the right to peaceful enjoyment of the premises by others, the Authority will screen all applicants and members of their household for evidence of criminal activity, alcohol abuse, and drug related activity.¹ The Authority will also screen program participants to ensure compliance with this Policy.

The Authority will obtain the consent of the applicant and adult members of the applicant's household to obtain and review criminal records. The Authority has the authority to obtain criminal records from the National Crime Information Center, police department, probation officer, parole officer and local social service provides, and other law enforcement agencies and sources such as the internet and private data banks related to all person over the age of 16 who wish to receive, whether directly or indirectly, housing assistance. The Authority also has the authority to obtain information from State, Federal or local agency responsible for the collection or maintenance of sex offender registration.

Under Federal law an adult is defined as a person who is 18 years of age or older or has been convicted of a crime as an adult under any Federal or State law although state law may allow review of criminal records of persons under the age of 18 in certain instances. The Authority or landlord may also receive information as to juveniles to the extent that the release of such information is authorized by state or local law. The Authority may rely upon any evidence it deems credible, including but not limited to, newspaper reports, complaints of neighbors and evidence of criminal complaints.

The Authority will question all applicants and adult members of the applicants household as to any criminal, drug related or alcohol related activity on the application for housing assistance and at the time of the eligibility interview. If as a result of the standardized inquire, or the receipt of a verifiable referral, there is an indication that any member of the family is engaged in drug-related criminal activity, alcohol abuse, violent criminal activity or any other criminal activity, the Authority will conduct a further investigation, as indicated above.

¹ In the Veterans Affairs Supportive Housing (VASH) Program, the Authority may only screen for and deny admission to a family member that is subject to a lifetime registration requirement under a state sex offender registration program.

All applicants and members of the applicant's household, age 16 or older, shall be required to acknowledge in writing their understanding of this Policy prior to a determination applicant admissions into an Authority program. All program participants and members of the participant's household, age 16 or older, shall be required to acknowledge in writing their understanding of this Policy at the time of their annual reexamination. This Policy shall be incorporated by reference in all Lease Agreements provided to assisted tenants. The Lease Agreement/Addendum shall state that housing assistance will be terminated and/or the assisted resident will be evicted if this Policy is violated.

A copy of this Policy will be made available for review online at www.hagc.org

Applicants to Authority owned and managed properties shall be subject to additional screening as specified in the ACOP or applicant management agreements and dwelling leases.

VII. APPLICANT DENIAL OF ADMISSION

A. Section 8 Programs –Housing Choice Voucher, Moderate Rehabilitation, Project-Based Voucher.

24 CFR 982.551-553; 24 CFR 882.413.

The Authority **must** prohibit admission of an applicant in the following circumstances:

1. The Authority must prohibit admission of an applicant for three (3) years if any household member was evicted from federally assisted housing for drug-related criminal activity. The three years begins on the date of eviction. However, the Authority may admit the household if the circumstances leading to the eviction no longer exist or the household member has successfully completed a supervised drug rehabilitation program.
2. The Authority must prohibit admission of an applicant if any household member is currently engaging in the illegal use of a drug.
3. The Authority must prohibit admission of an applicant if the Authority has reasonable cause to believe that a household member's illegal drug use or pattern of illegal drug use may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
4. The Authority must prohibit admission of an applicant if the Authority has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
5. The Authority must prohibit admission of an applicant if any household member has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing. This denial shall be mandatory and permanent.

6. The Authority must prohibit admission of an applicant if any household member is subject to a lifetime registration as a sex offender under a state registration program. The Authority will perform sex offender registration checks in the State of New Jersey and in other states where the household members are known to reside. This denial shall be mandatory and permanent.

The Authority **may** prohibit admission of an applicant in the following circumstances:

1. The Authority may prohibit admission of an applicant if any household member is currently engaged in, or has engaged in during a reasonable time before admissions, drug-related criminal activity, violent criminal activity or other criminal activity which may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or threaten the health or safety of the owner, property management staff or person performing a contract administration function or responsibility on behalf of the Authority.

B. Public Housing, EHO, & Multi-Family Programs.

24 CFR 960.204, 24 CFR 5.852-857

The Authority **must** prohibit admission of an applicant in the following circumstances:

1. The Authority must prohibit admission of an applicant for three (3) years if any household member was evicted from federally assisted housing for drug-related criminal activity. The three years begins on the date of eviction. However, the Authority may admit the household if the circumstances leading to the eviction no longer exist or the household member has successfully completed a supervised drug rehabilitation program.
2. The Authority must prohibit admission of an applicant if any household member is currently engaging in the illegal use of a drug.
3. The Authority must prohibit admission of an applicant if the Authority has reasonable cause to believe that a household member's illegal drug use or pattern of illegal drug use may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
4. The Authority must prohibit admission of an applicant if any household member has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing. This denial shall be mandatory and permanent.
5. The Authority must prohibit admission of an applicant if any household member is subject to a lifetime registration as a sex offender under a state registration program. The Authority will perform sex offender registration checks in the State of New Jersey and in other states where the household members are known to reside. This denial shall be mandatory and permanent.
6. The Authority must prohibit admission of an applicant if there is a reasonable cause to

believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety or peaceful enjoyment of the premises by other residents.

The Authority **may** prohibit admission of an applicant in the following circumstances:

1. The Authority may prohibit admission of an applicant if any household member is currently engaged in, or has engaged in during a reasonable time before admissions, drug-related criminal activity, violent criminal activity or other criminal activity which may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or threaten the health or safety of the owner, property management staff or person performing a contract administration function or responsibility on behalf of the Authority.

VIII. PARTICIPANT TERMINATIONS AND EVICTIONS

A. Section 8 Programs- Housing Choice Voucher, Moderate Rehabilitation, Project-Based Voucher

24 CFR 982.551, 553; 24 CFR 882.413; 24 CFR part 5, Subpart I & J.

The Authority **must** terminate the assistance of a program participant the in the following circumstances:

1. The Authority will terminate a household if the Authority determines that a member of the household has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing.
2. Lifetime Registered Sex Offenders [Notice PIH 2012-28] Should the Authority discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the Authority must immediately terminate assistance for the household member. In this situation, the Authority must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the Authority must terminate assistance for the household.

The Authority **may** terminate the assistance and/or seek an eviction of a program participant the in the following circumstances:

1. The Authority may terminate a household if a household member is currently engaged in any illegal use of a drug.
2. The Authority may terminate a household if the Authority has reasonable cause to believe that a household member's patterns of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. The Authority may terminate a household if the Authority determines that a member of the household has violated program obligations contained with the regulations to engage in any drug-related criminal activity.

4. The Authority may terminate a household if the Authority determines that a member of the household has violated program obligations contained with the regulations not to engage in any violent criminal activity.
5. The Authority may terminate a household if the Authority determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or peaceful enjoyment of the premises by other residents.

B. Public Housing and Multi-Family Programs

24 CFR 960.204; 24 CFR 966.4; 24 CFR 5.858-861

The Authority **must** terminate the tenancy in accordance with the provisions of the Lease Agreement under the following circumstances:

1. The Authority will terminate the tenancy if the Authority determines that a member of the household has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing.
2. Lifetime Registered Sex Offenders [Notice PIH 2012-28] Should the Authority discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the Authority must immediately terminate assistance for the household member. In this situation, the Authority must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the Authority must terminate assistance for the household.

The Authority **may** terminate the tenancy in accordance with the provisions of the Lease Agreement the in the following circumstances:

1. If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or is a high misdemeanor, or violating a condition of probation or parole imposed under Federal or State law.
2. The Authority may evict the tenant by judicial action for criminal activity if it determines that the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
3. The Authority may evict a family when it determines that a household member is illegally using a drug or when it determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. Drug related criminal activity engaged in, on or off the premises, by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control, is grounds for the Authority to terminate

tenancy.

5. Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, including the Authority's management, or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.
6. If the Authority determines that a household member has engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
7. Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

IX. CONSIDERATION OF CIRCUMSTANCES

24 CFR 5.852; 24 CFR 982.552(c)(2); 24 CFR 960.205

In cases where the denial or termination of assistance is discretionary and not mandated by statute or regulations, the Authority will consider all relevant circumstances including the seriousness of the case, the extent of the participation by the household member, any mitigating circumstances related to the disability of the household member and the effect of denial or termination would have on the household member not engaged in the activity.

The Authority reserves the right to require the household to exclude the offending member in order to continue to receive housing assistance. The Authority reserves the right to require applicants or participants to execute Continued Housing Assistance Agreements or Continued Occupancy Agreements/Amended Lease. In such cases, the Authority and the applicant or participant may agree that the Authority will continue housing assistance or commence housing assistance payments conditioned upon the removal of the offending family member or guest from the residential unit or agree that the offending family member or guest will be excluded from receiving either direct or indirect assistance from the Authority. Said Agreement must be in writing, signed by the Authority, the head of the household and the offending family member or guest. The agreement shall provide that the offending family member or guest may not visit or stay overnight in the assisted rental unit and may not enter upon the Authority's property or property occupied by the assisted tenant whose residence therein is facilitated by the assistance provided by the Authority. The Continued Occupancy Agreements/Amended Lease shall also acknowledge that, if the offending family member, guest, or other party does enter the leased premises, such party shall be treated as a trespasser and prosecuted to the fullest extent of the law, and that such action shall also be a substantial violation of the lease that may allow an eviction action to be taken against the assisted resident.

In determining whether to deny admission or terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the Authority will consider participating in or completion of a supervised drug or alcohol rehabilitation program or proof that the individual has been rehabilitated successfully and is no longer engaging or engaged in

the prohibited conduct. The Authority will require the applicant or participant to submit a written certification of rehabilitation from a social workers, counselor or physician. The Authority may request and obtain information regarding applicants from treatment facilities in accordance with federal regulations.

X. VAWA PROTECTIONS

24 C.F.R. 5.2005(b), 24 C.F.R. 5.2005(e)]

The Violence against Women Reauthorization Act of 2005 (VAWA), provides that “criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or immediate family member of the tenant’s family is the victim or threatened victim of that abuse.” VAWA further provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

VAWA does not supersede any other Federal, State, or local law that provides greater protection to victims of domestic violence, dating violence, or stalking. Moreover, VAWA does not limit the Authority’s duty to honor Court Orders issued to protect a victim or to address the distribution of property when a family breaks up.

Limits on VAWA Protections

While VAWA prohibits the Authority from using domestic violence, dating violence, or stalking as the cause for a termination or eviction action against an applicant or tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically: VAWA does not limit the Authority’s otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, or stalking providing that the Authority does not subject the victim to a more demanding standard than other tenants. VAWA does not limit the Authority’s authority to terminate the tenancy of any participant if the Authority can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s tenancy is not terminated.

In determining whether a participant, who is a victim of domestic violence, dating violence, or stalking, is an actual and imminent threat to others the Authority will consider the following, and any other relevant, factors: Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, or stalking; Whether the threat is a physical danger beyond a speculative threat; Whether the threat is likely to happen within a short period of time; Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location.

XI. DISABILITIES PROTECTIONS

In considering whether an applicant or participant has violated this Policy, the Authority shall not focus on whether the individual happens to have a disability, but rather the focus shall be on

whether the individual's behavior indicates that they are in violation of this Policy. Disabled applicants and participants may request reasonable accommodations if necessary.

TABLED

RESOLUTION #19-53

**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 May 22, 2019 at 4:30 P.M. and;

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

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

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

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

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

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

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

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

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

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

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

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- 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 _____
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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 MAY 22, 2019

ADOPTED at the Regular Meeting of the Board of Commissioners held on the 22nd DAY OF MAY, 2019.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

WILLIAM W BAIN, JR. , CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY
DATED: MAY 22, 2019