

RESOLUTION #23-44

RESOLUTION AUTHORIZING AN EMERGENCY

REPAIR OF SEPTIC SYSTEM

AT A NJ204-1 SCATTERED SITE UNIT

PURSUANT TO N.J.S.A. 40A:11 EMERGENCY CONTRACTS

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

WHEREAS, the Sewage System failed at a 204-1 Scattered Site Unit property, located in Williamstown, NJ, presenting an immediate hazard to the health and well-being of the residents; and

WHEREAS, the Affordable Housing Operations Director, Paul Letizia, deemed emergency repairs were needed; and

WHEREAS, the HAGC Executive Director was notified and was satisfied that an emergency did exist and *N.J.S.A. 40A:11-6(a)* authorized an award of a contract for such purpose; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of HAGC, that the emergency contract awarded for the repair of the Sewage System at the subject property be approved in an amount not to exceed **\$25,000.00.**

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 24th of May 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: MAY 24, 2023

Starr General Contracting Corporation

3017 Delsea Dr.
Franklinville NJ 08322
856-694-1101

Estimate

Date	Estimate #
3/6/2023	222337748

Name / Address
Gloucester County Housing Authority [REDACTED] Williamstown, NJ 08094

			Project
			[REDACTED]
Description	Qty	Rate	Total
<p>PLEASE BE ADVISED THAT A SEPTIC EVALUATION WAS PERFORMED AT THE ABOVE LISTED PROPERTY. BASED ON OUR FINDINGS, WE RECOMMEND THE BELOW.</p> <p>THIS ESTIMATE IS TO REPAIR IN-KIND AN EXISTING SEPTIC SYSTEM AS PER THE EXISTING SEPTIC DESIGN ON FILE WITH THE GLOUCESTER COUNTY HEALTH DEPARTMENT FOR A 2 BEDROOM HOME WITHOUT GARBAGE DISPOSAL, SUMP PUMP OR EJECTOR PUMP DISCHARGES TO THE SYSTEM. THIS PROPOSAL IS TO: REUSE THE EXISTING MAIN SEWER LINE, REUSE THE EXISTING 1000 GALLON TREATMENT TANK, REUSE THE EXISTING 1000 GALLON DOSING TANK, INSTALL AN INTERNAL EFFLUENT FILTER INSIDE OF THE EXISTING 1000 GALLON TREATMENT TANK, INSTALL LOCKING LIDS AT GRADE VIA NEW PRECAST CONCRETE RISERS (IF NEEDED) ON THE EXISTING TREATMENT & DOSING TANKS, REUSE ALL EXISTING ELECTRICAL COMPONENTS INCLUDING THE EFFLUENT PUMP & HIGH WATER ALARM PRESENT IN THE EXISTING DOSING TANK, & LASTLY, THIS INCLUDES ALL NECESSARY EXCAVATION, SAND/FILL, STONE, PIPING, BACKFILL, & ALL NECESSARY INSPECTIONS/COORDINATION WITH THE GLOUCESTER COUNTY HEALTH DEPARTMENT. (IN ACCORDANCE TO PERFORMING A REPAIR IN-KIND).</p> <p>*THIS ESTIMATE IS BASED ON A REMOVING ALL MATERIAL UP TO A DEPTH OF 2' BELOW THE LEVEL OF INFILTRATION WITHIN THE EXISTING 467.5 SQ. FT. PRESSURE DOSED DISPOSAL BED. AFTER EXCAVATION AND SOIL TESTING ARE COMPLETED, IF THERE IS MORE SAND THAT NEEDS TO BE REPLACED, A FEE OF \$850.00 PER FOOT WILL BE APPLIED. – THIS SAME FEE WILL ALSO BE APPLIED IF MORE SAND THAN PROPOSED IS REQUIRED IN ORDER TO INSTALL THE LOI AT THE CORRECT ELEVATION. *</p> <p>*ALL WORK IS PROPOSED AND WILL REQUIRE FINAL APPROVAL FROM COUNTY OR STATE AUTHORITIES. *</p>		20,625.00	20,625.00
If This Is Acceptable, Please sign & return with the initial deposit. SIGNATURE:		Subtotal	
		Sales Tax (6.625%)	
		Total	

Starr General Contracting Corporation

3017 Delsea Dr.
Franklinville NJ 08322
856-694-1101

Estimate

Date	Estimate #
3/6/2023	222337748

Name / Address
Gloucester County Housing Authority [REDACTED] Williamstown, NJ 08094

Project
[REDACTED]

Description	Qty	Rate	Total
<p>*THIS INCLUDES A PRESSURE DOSED ABSORPTION AREA. *</p> <p>*THIS DOES NOT INCLUDE A MOUNDED ABSORPTION AREA. *</p> <p>*THIS DOES NOT INCLUDE AN ADVANCED TREATMENT UNIT. *</p> <p>*THIS DOES NOT INCLUDE A SURVEY WITH TOPOGRAPHY. IF YOU DO NOT ALREADY HAVE ONE, AND ONE IS NEEDED, THE COST WILL BE IN ADDITION TO THIS PROPOSAL. – ESTIMATED ADDITIONAL FEE - \$1,200.00 *</p> <p>*THIS QUOTE DOES NOT INCLUDE ANY TREE REMOVAL THAT MAY BE NEEDED. TREE TRIMMING MAY BE REQUIRED FOR THIS INSTALLATION. – THIS DOES NOT INCLUDE ANY TREE TRIMMING. *</p> <p>*THIS DOES NOT INCLUDE ALTERING ANY INTERIOR PLUMBING. THIS PROPOSAL IS BASED ON CONNECTING TO THE EXISTING PRESSURIZED CONVEYANCE CURRENTLY EXITING THE EXISTING DOSING TANK. SHOULD THERE BE ADDITIONAL DRAIN LINES EXITING THE DWELLING, ADDITIONAL FEES MAY BE APPLIED TO DIRECT THEM TO THE PROPOSED SEPTIC SYSTEM. *</p> <p>IF ADDITIONAL TOPSOIL IS NEEDED IT WILL BE \$50.00 PER YARD DELIVERED AND SPREAD.</p> <p>THIS ESTIMATE INCLUDES PROVIDING AND INSTALLING GRASS SEED AND STRAW UPON COMPLETION OF THE PROJECT. *GRASS SEED OF OUR CHOICE*</p> <p>*THIS ESTIMATE EXPIRES AFTER 30 DAYS*</p> <p>*ANY AND ALL RETURNED/BOUNCED CHECKS WILL RESULT IN AN ADDITIONAL \$50.00 FEE. *</p> <p>*THIS ESTIMATE IS A PROJECTED COST UNTIL EXCAVATION AND SOIL TESTING IS COMPLETE, AFTER SOIL TESTING IS COMPLETED WITH THE ENGINEER, A FINAL COST CAN BE DETERMINED. *</p> <p>IMPORTANT NOTES:</p> <p>-THIS ESTIMATE IS CONSISTENT WITH THE GLOUCESTER COUNTY PREVAILING WAGE CODE</p> <p>-THIS ESTIMATE IS TO REUSE THE EXISTING MAIN SEWER LINE, TREATMENT TANK, DOSING TANK, EFFLUENT PUMP, HIGH WATER ALARM, ELECTRIC</p>			
If This Is Acceptable, Please sign & return with the initial deposit. SIGNATURE:		Subtotal	
		Sales Tax (6.625%)	
		Total	

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3/6/2023	222337748

Name / Address
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Project
[REDACTED]

Description	Qty	Rate	Total
<p>SERVICES, PIPING OF THE PUMP SYSTEM, AND POSSIBLY ALSO THE EXISTING CONVEYANCE LINE FROM THE EXISTING DOSING TANK TO THE DISPOSAL BED</p> <p>*IN ORDER FOR CONSTRUCTION TO COMMENCE*</p> <p>- THE WOODEN TELEPHONE POLE CURRENTLY SITUATED NEAR THE DWELLING, BESIDE THE DRIVEWAY WILL HAVE TO BE REMOVED OR RELOCATED IN ORDER FOR CONSTRUCTION TO COMMENCE. CURRENTLY, THE POLE IS BLOCKING THE ONLY ENTRY POINT FOR LARGE TRUCKS/EQUIPMENT TO ACCESS THE REAR OF THE PROPERTY</p> <p>- THE SHED CURRENTLY LOCATED IN THE REAR OF THE PROPERTY MUST BE PERMANENTLY RELOCATED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION DUE TO IT BEING SITUATED DIRECTLY ON TOP OF THE EXISTING/PROPOSED DISPOSAL BED. HEAVY OBJECTS SHOULD NOT BE PLACED ON A DISPOSAL BED. *</p> <p>- TRIMMING OF THE LARGE TREE LOCATED BETWEEN THE DWELLING AND THE DRIVEWAY MUST BE DONE PRIOR TO COMMENCEMENT OF CONSTRUCTION. IN ORDER FOR THIS TREE TO BE TRIMMED, THE TELEPHONE POLE & CORRESPONDING WIRES MAY FIRST HAVE TO BE RELOCATED. *TRIMMING REQUIRED DUE TO INADEQUATE HEIGHT CLEARANCE FOR LARGE TRUCKS/EQUIPMENT REQUIRED TO COMPLETE THE PROJECT*</p> <p>THIS WORK IS ESTIMATED AT \$20,625.00, IF THIS IS ACCEPTABLE, PLEASE SIGN AND RETURN WITH A \$5,000.00 DEPOSIT. THE NEXT PAYMENT OF \$10,000.00 + ANY CHANGER ORDERS, (IF APPLICABLE) WILL BE DUE AFTER WE ARRIVE TO EXCAVATE. THE NEXT PAYMENT OF \$4,000.00 WILL BE DUE UPON THE SAND/FILL INSPECTION. THE BALANCE SHOULD BE PAID UPON THE DAY OF COMPLETION. - A 5% RETAINAGE OF ONLY THE FINAL BALANCE WILL BE HELD BY THE CUSTOMER UNTIL ALL FINAL PAPER WORK HAS BEEN</p>			
If This Is Acceptable, Please sign & return with the initial deposit. SIGNATURE:			Subtotal
			Sales Tax (6.625%)
			Total

Starr General Contracting Corporation

3017 Delsea Dr.
Franklinville NJ 08322
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Estimate

Date	Estimate #
3/6/2023	222337748

Name / Address
Gloucester County Housing Authority [REDACTED] Williamstown, NJ 08094

Project
[REDACTED]

Description	Qty	Rate	Total
<p>APPROVED FROM THE STATE, COUNTY OR LOCAL AUTHORITY (\$81.25 HOLD BACK). PLEASE NOTE, THAT BY SIGNING THIS YOU ARE VERIFYING AND ACKNOWLEDGING THE BEDROOM COUNT AND INFORMATION REGARDING EJECTOR/GRINDER PUMPS IS ACCURATE.</p> <p>ALSO NOTE, A SEPTIC INSTALLATION REQUIRES HEAVY TRUCKS TO PROVIDE MATERIALS AND TO REMOVE MATERIALS. WE WILL NOT BE RESPONSIBLE FOR CRACKING OF THE DRIVEWAY OR ANY AREAS THAT MAY BE DISTURBED DURING THE INSTALLATION. WE WILL NOT BE RESPONSIBLE FOR ANY ABOVE GROUND OR UNDERGROUND ELECTRIC, SPRINKLER OR WATER LINES. THIS ESTIMATE IS TO REUSE THE TOPSOIL THAT WAS REMOVED TO BEGIN THE INSTALLATION. THIS WILL BE TO A ROUGH GRADE INCLUDING HAND RAKED + SEED AND STRAW FINISH. MAJOR LANDSCAPE AND SPRINKLER (IF PRESENT) RESTORATION CAN BE EXPECTED.</p> <p>-PLEASE NOTE ALL WORK IS WEATHER PERMITTING.</p> <p>-THIS REPAIR IS RECOMMENDED TO BE EXPEDITED TO AVOID FURTHER SYSTEM DAMAGE AND TOTAL SYSTEM FAILURE.</p>			

If This Is Acceptable, Please sign & return with the initial deposit.
SIGNATURE:

Subtotal \$20,625.00

Sales Tax (6.625%) \$0.00

Total \$20,625.00

RESOLUTION #23-45

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT
TO AGREEMENT TO LEASE A PORTION OF
CARINO PARK APARTMENTS ROOFTOP
TO T-MOBILE NORTHEAST, LLC**

WHEREAS, the Housing Authority of Gloucester County (HAGC) is the owner of the property located at 100 Chestnut Street, Williamstown, NJ on which property is located the high-rise known as Carino Park Apartments; and

WHEREAS, space is available on the rooftop at Carino Park for lease to cellular communication companies; and

WHEREAS, on November 24, 1998, per RES#98-87, HAGC entered into a Standard Lease Agreement with **T-MOBILE NORTHEAST, LLC** (formerly known as Omnipoint Communications Enterprises, LP); and

WHEREAS, the Redevelopment and Housing Law permits the HAGC to negotiate and execute such agreements to lease, and the HAGC is not subject to the requirements of the Local Lands and Buildings Law; and

WHEREAS, HAGC has negotiated an appropriate amendment to the Standard Lease Agreement, as attached herein; and

WHEREAS, it is in the best interest of the HAGC and its programs to enter into said agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Housing Authority of Gloucester County, that the Executive Director is hereby authorized to negotiate and execute the Amendment to the Standard Lease Agreement, as attached herein, pending counsel review.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 24th of May 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: MAY 24, 2023

FIRST AMENDMENT TO STANDARD LEASE AGREEMENT

This First Amendment to Standard Lease Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between Housing Authority of Gloucester County ("**Lessor**"), and T-Mobile Northeast LLC, a Delaware limited liability company ("**Lessee**") (each a "**Party**", or collectively, the "**Parties**").

Lessor and Lessee (or their predecessors-in-interest) entered into that certain Standard Lease Agreement dated November 24, 1998, including that certain Addendum to Standard Lease Agreement dated November 24, 1998 (the "**Agreement**") regarding the leased premises ("**Premises**") located at 100 Chestnut St., Williamstown, NJ 08094 (the "**Property**").

For good and valuable consideration, Lessor and Lessee agree as follows:

1. The Agreement is in full force and effect and neither Lessor nor Lessee is in breach under the terms of the Agreement.
2. At the expiration of the Agreement, the term of the Agreement will automatically be extended for four (4) additional and successive five (5) year terms, each a Renewal Term, provided, that Lessee may elect not to renew by providing Lessor at least thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Lessee shall pay Lessor Two Thousand Three Hundred Three and 16/100 Dollars (\$2,303.16) per month as Rent, partial calendar months will be prorated in advance, by the fifth (5th) day of each calendar month. Where duplicate Rent would occur, a credit shall be taken by Lessee for any prepayment of Rent by Lessee. At the commencement of the first Renewal Term set forth in this Amendment, Rent shall be adjusted annually on May 24, 2025 by an amount equal to three percent (3%) over the Rent for the immediately preceding year and on each anniversary thereafter. This new Rent and Rent adjustment shall supersede and replace any prior rent and rent adjustments.
4. Lessee may transmit and receive on any frequencies permitted by law.
5. Lessor shall be responsible for maintaining all portions of the Property in good order and condition, including without limitation, plumbing, elevators, the roof and support structure, landscaping and common areas, as applicable.
6. Lessee shall have the right to assign, or otherwise transfer the Agreement, upon Lessee's delivery to Lessor of written notice of any assignment or transfer by Lessee. Lessee shall be relieved of all liabilities and obligations and Lessor shall look solely to the assignee, or transferee for performance under the Agreement. Upon receipt of a written request from Lessee, Lessor shall promptly execute an estoppel certificate. Lessee shall have the right to sublease the Agreement without the need for Lessor consent.

7. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ 1GL1248A

If to Lessor:

Housing Authority of Gloucester County
100 Pop Moylan Blvd.
Deptford, NJ 08096

8. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
9. Any charges payable under the Agreement other than Rent shall be billed by Lessor to Lessee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Lessor.
10. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
11. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Amendment will legally bind the Parties to the same extent as originals.
12. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.
13. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

LESSOR:

Housing Authority of Gloucester County

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE:

T-Mobile Northeast LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____



TMO Signatory Level: L07,SL07

RESOLUTION #23-46

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

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

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

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

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

IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to review, amend, and execute said agreement, as well as any and all necessary documents with **the State of New Jersey, Department of Human Services** for the purpose of providing quality meals and cleaning, shopping and laundry services for disabled and senior residents in need through the funding.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 24th of May 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: MAY 24, 2023

State of New Jersey
Department of Human Services

SUBJECT: Standardized Board Resolution Form

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

PROMULGATED: July 20, 2009

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

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

I. SCOPE

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

II. POLICY

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

A. Requirements for completion, updating and submission

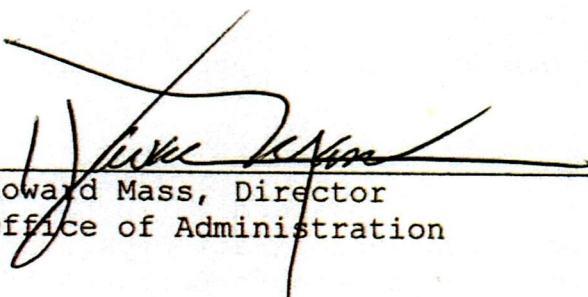
The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

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

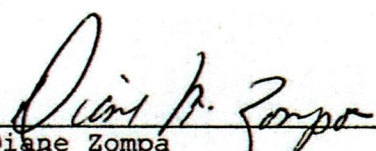
Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DHS policy.

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

Issued by:



Howard Mass, Director
Office of Administration



Diane Zompa
Chief of Staff
Department of Human Services

STANDARDIZED BOARD RESOLUTION

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

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

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

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

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

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

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

2. Legal Advice

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

DEPARTMENT OF HUMAN SERVICES (DHS)

Standardized Board Resolution Form

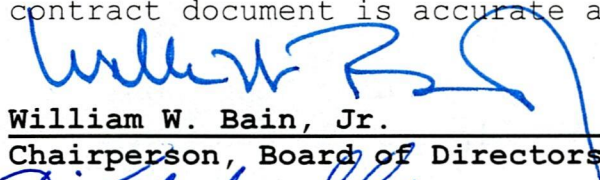
Supporting Information for Contract #DOAS24CHSP06 for Contract

Period 7/01/2023 to 6/30/2024

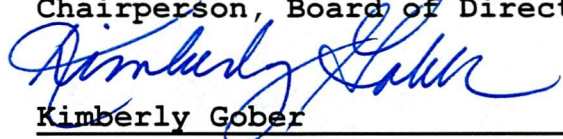
Agency: Housing Authority of Gloucester County

Certification:

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


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

5/24/2023
Date


Kimberly Gober
Executive Director

5/24/2023
Date

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

Kimberly Gober
Name

Executive Director
Title

Jeffrey Daniels
Name

Deputy Executive Director/In House Counsel
Title

Grace Seeney
Name

Finance Director
Title

Sonja L. Bennis
Name

Congregate Coordinator
Title

RESOLUTION #23-47

**RESOLUTION AUTHORIZING CONTRACTS WITH APPROVED STATE
CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO**

N.J.S.A. 40a:11-12a

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

WHEREAS, HAGC has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, HAGC intends to enter into such contract with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State contract Vendors on the attached list, pursuant to all conditions of the individual contracts and;

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

BE IT FURTHER RESOLVED that the duration of the contracts between the Housing Authority of Gloucester County and the Referenced State Contract Vendors shall be from June 1, 2023 to June 31, 2023.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 24TH day of May 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: MAY 24, 2023

REFERENCED STATE CONTRACT VENDORS

COMMODITY/ SERVICE	VENDOR	STATE CONTRACT	EXPENDITURES TO BE UNDER
GENERAL OFFICE SUPPLIES	• W.B. MASON CO. INC.	0000003	\$17,500
FUEL CREDIT SERVICES	• IMPAC FLEET (FLEETCARD)	M2022 19-GNSV1-00606	\$25,000
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES	• VARIOUS VENDORS	M0483	\$40,000
TIRES	• THE GOODYEAR CO.	20-FLEET-00948	\$17,500
	• BRIDGESTONE AMERICAS IND.	19-FLEET-00708	\$17,500
FACILITIES MAINTENANCE AND OPERATIONS (MRO) AND INDUSTRIAL SUPPLIES	• GRAINGER	19-FLEET-00566	\$17,500
	• HD SUPPLY	N/A	\$44,000
WALK-IN BUILDING SUPPLIES	• HOME DEPOT	18-FLEET-00234	\$40,000
	• LOWE'S HOME CENTERS LLC.	23-FLEET-00235	\$30,000

RESOLUTION #23-48

RESOLUTION AUTHORIZING

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY (HAGC) TO
EXTEND PARTICIPATION AS MEMBER IN**

THE OMNIA PARTNERS GOVERNMENT PURCHASING ALLIANCE

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units to purchase goods, or to contract for services, may make purchases and contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available; and

WHEREAS, the nationally-recognized **OMNIA PARTNERS GOVERNMENT PURCHASING ALLIANCE**, has offered voluntary participation in the national cooperative purchasing agreement for the purchase of goods and services; and

WHEREAS, it is the desire of the Housing Authority of Gloucester County to extend participation in the **OMNIA PARTNERS GOVERNMENT PURCHASING ALLIANCE** to purchase goods and services, to make the procurement process more efficient and to provide cost savings to HAGC.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Housing Authority of Gloucester County as follows:

1. The Executive Director is authorized to enter into an agreement and to participate in the **OMNIA PARTNERS GOVERNMENT PURCHASING ALLIANCE** for June 1, 2023 until May 31, 2024.
2. The HAGC shall be responsible to ensure that the goods and or services procured through the **OMNIA PARTNERS GOVERNMENT PURCHASING ALLIANCE** comply with all applicable laws of the State of New Jersey, 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.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 24TH day of May 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: MAY 24, 2023

RESOLUTION #23-49

RESOLUTION AUTHORIZING

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY (HAGC) TO
EXTEND PARTICIPATION AS MEMBER IN**

CAMDEN COUNTY EDUCATIONAL SERVICE COMMISSION

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, through RES 19-49 the governing body of HAGC duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services, and wishes to extend its participation;

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:

1. **TITLE.** This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the HOUSING AUTHORITY OF GLOUCESTER COUNTY.
2. **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.
3. **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.
4. **EFFECTIVE DATE.** This resolution shall take effect June 1, 2023 until May 31, 2024.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 24TH day of May 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: MAY 24, 2023

RESOLUTION #23-50

RESOLUTION AUTHORIZING
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY (HAGC) TO
PARTICIPATE AS A MEMBER IN
EDUCATIONAL SERVICE COMMISSION OF MORRIS COUNTY
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 EDUCATIONAL SERVICE COMMISSION OF MORRIS COUNTY, 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 24, 2023 the governing body of HAGC 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:

1. **TITLE.** This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the HOUSING AUTHORITY OF GLOUCESTER COUNTY.
2. **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.
3. **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.
4. **EFFECTIVE DATE.** This resolution shall take effect June 1, 2023 until May 31, 2024.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 24TH day of May 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY COBER, SECRETARY

DATED: MAY 24, 2023

RESOLUTION #23-51

**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 1 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 24, 2023, 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 AFSCME - LOCAL 1847 FOR PERSONNEL
MATTERS AND FUTURE CONTRACT NEGOTIATIONS

- 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 35 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 be 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 24, 2023.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 24th day of May 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: MAY 24, 2023