

RESOLUTION #22-35

**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 May 1, 2022 until May 31, 2023.
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 25TH day of May 2022.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

DATED: MAY 25, 2022

RESOLUTION #22-36

**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 May 1, 2022 until May 31, 2023.


ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 25TH day of May 2022.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: MAY 25, 2022

RESOLUTION #22-37

**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 May 1, 2022 to May 31, 2023.

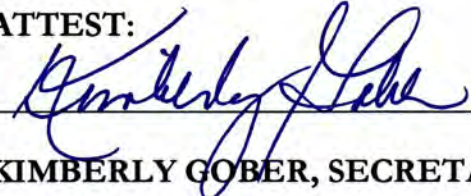
ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 25TH day of May 2022.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: MAY 25, 2022

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	\$17,500
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES	• VARIOUS VENDORS	M0483	\$25,000
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		\$17,500
WALK-IN BUILDING SUPPLIES	• HOME DEPOT	18-FLEET-00234	\$40,000
	• LOWE'S HOME CENTERS LLC.	18-FLEET-00235	\$25,000

RESOLUTION #22-38

**RESOLUTION AUTHORIZING CONTRACTS WITH
APPROVED NATIONAL CONTRACT VENDORS
FOR CONTRACTING UNITS PURSUANT TO N.J.S.A. 52:34-6.2(b)(3)**

WHEREAS, the Housing Authority of Gloucester County pursuant to NJSA52:34-6.2(b)(3) desires to comply with N.J.S.A. 40A:5-16(3) may, by resolution and without advertizing for bids, join national cooperative purchasing agreements; and

WHEREAS, the Authority has the need on a timely basis to purchase goods or services utilizing national cooperative contracts; and

WHEREAS, the Authority intends to enter into such contracts with Referenced National Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current national contracts and New Jersey law.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners authorize the Purchasing Agent to purchase certain goods or services from those approved on the national cooperative lists 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), the certification of available 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 May 1, 2022 to May 31, 2023.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 25TH day of May 2022.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: MAY 25, 2022

RESOLUTION #22-39

**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 Meeting of the Housing Authority of Gloucester County, held on the 25TH day of May 2022.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: MAY 25, 2022

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

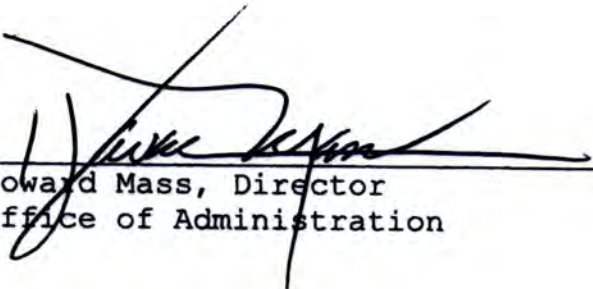
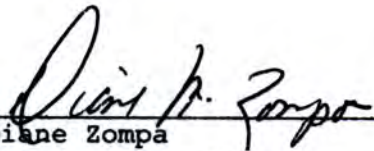
The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

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

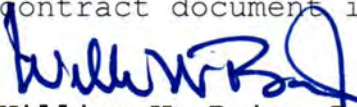
Supporting Information for Contract #DOAS23CHSP01 for Contract

Period 7/01/2022 to 6/30/2023.

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

5/25/2022
Date


Kimberly Gober
Executive Director

5/25/2022
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

Paul Letizia
Name

Director Afford Housing Operations
Title

Grace Seeney
Name

Finance Director
Title

Sonja L. Bennis
Name

Congregate Coordinator
Title

RESOLUTION #22-40

**RESOLUTION APPROVING THE COLONIAL PARK APARTMENT
BUILDING MANAGEMENT AGREEMENT BETWEEN
SENIORS HOUSING DEVELOPMENT CORPORATION
OF GLOUCESTER COUNTY
AND
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

WHEREAS, Colonial Park LP (CPLP) is the owner of the Colonial Park Apartment Building located at 401 South Evergreen Avenue, Woodbury, New Jersey 08096; and

WHEREAS, eMurphyg, Inc. is a limited partner and manager of CPLP; and

WHEREAS, Seniors Housing Development Corporation of Gloucester County (SHDC) is the owner of eMurphyg, Inc.; and

WHEREAS, the Housing Authority of Gloucester County (HAGC) and SHDC desire to enter into a Management Agreement regarding the management by HAGC of the Colonial Park Apartment Building pursuant to the terms and conditions thereof, a copy of which is attached hereto and incorporated herein as Exhibit A ("Management Agreement").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Management Agreement attached hereto be and is hereby approved.

BE IT FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute the Management Agreement, subject to further amendments deemed necessary and appropriate by the Executive Director, subject to final Counsel review and approval.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 25TH day of May 2022.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRPERSON

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: MAY 25, 2022

PROPERTY MANAGEMENT AGREEMENT

This Agreement is made as of this 1st day of June 2022, by and between Seniors Housing Development Corporation of Gloucester County, a New Jersey nonprofit corporation with an address of 100 Pop Moylan Blvd., Deptford, New Jersey 08096 (**"Owner"**) and the Housing Authority of Gloucester County, with an address of 100 Pop Moylan Blvd., Deptford, NJ 08096 (**"Agent"**).

WITNESSETH:

In consideration of the terms, conditions, and covenants hereinafter set forth, Owner and Agent hereby mutually agree as follows:

1. Definitions. As used in this Agreement:

- (a) **"Building"** shall mean the Colonial Park Apartments Building located at 401 South Evergreen Avenue, Woodbury, New Jersey 08096.
- (b) **"Fiscal Year"** shall mean January 1 through December 31.
- (c) **"Gross Collections"** shall mean all amounts actually collected by Agent, as rents or other payments, but excluding: (i) income derived from interest or investments, (ii) discounts and dividends on insurance, and (iii) security deposits.
- (d) **"Gross Rents"** shall mean revenues collected from Tenants plus any federal assistance paid to Owner with respect to the Building.
- (e) **"HUD"** shall mean the United States Department of Housing and Urban Development.
- (f) **"Lease"** shall mean any Lease in which Owner has agreed to let and Tenant has agreed to accept the dwelling unit of the Building identified in the Lease in accordance with the terms of the Lease.
- (g) **"Mortgages"** shall mean, collectively, all mortgages from time to time encumbering the Building and all promissory notes secured thereby.
- (h) **"NJHMF A"** shall mean the New Jersey Housing and Mortgage Finance Agency.
- (i) **"Operating Account"** shall mean an account in Agent's name and designated of record in an account name identifying the Building and approved by Owner in writing, at such financial institution as Owner may specify from time to time in writing.
- (j) **"Rent"** shall mean that monthly amount which Tenant is obligated to pay Owner pursuant to the terms of a Lease.
- (k) **"Tenant"** shall mean a person or persons occupying a dwelling unit in the Building pursuant to a Lease, but shall not include a live-in health aide, if any.

2. Appointment and Acceptance. Owner appoints Agent as exclusive agent for the management of the Building, and Agent accepts the appointment, subject to the terms and conditions set forth in this Agreement. Agent represents that it is experienced in professional management of property of the character and occupancy of the Building, and Agent agrees to manage the Building in accordance with the standards applicable to similar professionals managing similar facilities in the area.

3. **Management Plan.** Attached hereto as Exhibit 1 and by this reference made a part hereof, if applicable, is a copy of the Management Plan for the Building (the “**Plan**”), prepared and approved by Owner. The Plan, if applicable, contains a comprehensive and detailed description of the policies and procedures to be followed by Agent in the management of the Building, including but not limited to the collection of delinquent rents and charges; and the provisions of this Agreement are to be read in conjunction with and not as a limitation upon the specific obligations of Agent as set forth in the Plan. Agent agrees to comply with all applicable provisions of the Plan, regardless of whether specific reference is made thereto in any particular provision of this Agreement.
4. **Meeting with Owner.** Agent agrees to cause a representative of Agent to confer with Owner and to attend meetings with Owner at any reasonable time or times requested by Owner.
5. **Marketing.** Agent shall carry out marketing activities that are reasonable and appropriate for the Building or such reasonable plans as are directed by Owner in writing. Subject to the prior written approval of Owner, advertising expenses incurred by Agent on behalf of Owner shall be paid out of the Operating Account as expenses of the Building.
6. **Leasing.** Agent shall offer for rent and shall rent the dwelling units in the Building in accordance with a rent schedule approved in writing annually by HUD and Owner and the leasing guidelines and form of lease referred to hereinbelow. Incident thereto, the following provisions shall apply:
 - a. Agent shall show dwelling units for rent in the Building to all prospective Tenants.
 - b. Agent shall take and process applications for rentals, including prospective Tenant interviews and credit checks. If an application is rejected, Agent shall promptly give to the applicant a proper written notice stating the reason for rejection.
 - c. Agent shall comply with the lease and occupancy restrictions set forth in the Housing Assistance Payments (HAP) Contract dated January 13, 2011, certain Regulatory Agreement made by and between the NJHMFA and Owner dated December 8, 2011, which includes the Colonial Park NJHMFA #2659 Financing, Deed Restriction, and Regulatory Agreement between the NJHMFA and Colonial Park, LP dated December 8, 2011, and any and all applicable HUD and NJHMFA rules and regulations.
 - d. Agent shall be responsible for the certification and recertification of tenants as may be required by HUD and/or Owner, for no additional fee.
 - e. Agent shall, subject to prior written approval by Owner of any deviation from Owner’s approved rent schedule, Lease form, and leasing guidelines, execute all Leases in Agent’s name, identified thereon as agent for Owner.
 - f. Agent shall negotiate any commercial leases and concession agreements called for in the Plan or approved in writing by Owner and, subject to prior written approval by Owner of all terms and conditions, shall execute the same in its name, identified thereon as Agent for Owner.
 - g. Agent shall collect, deposit, and disburse security deposits, if required, in accordance with the terms of each Lease and applicable laws of the State of New

Jersey governing tenant security deposits. The amount of each security deposit shall be as specified in the Plan or as approved by Owner in writing. Security deposits shall be held by Agent in a trust account, separate from all other accounts and funds. Such account shall be in the name of the Agent, also identifying the Building, and the Owner, and designated of record as "Security Deposit Account." Interest on security deposits shall be paid according to law.

- h. Agent shall maintain a current waiting list of acceptable prospective Tenants in accordance with HUD regulations and the Plan. Agent shall undertake all arrangements necessary and incidental to the acceptance of rental applications and the execution of Leases. Agent shall exercise best efforts (including, but not limited to, placement of advertising, interview of prospective Tenants, assistance in completion of rental applications and execution of Leases, processing of documents and credit and employment verifications, and explanation of the program and operations of Owner), to effect the leasing of dwelling units, renewal of Leases, and, in accordance with the terms of the Lease, subleasing of dwelling units in the Building.
 - i. Agent shall perform such other acts and deeds requested by Owner as are reasonable, necessary, and proper in the discharge of Agent's rental duties under this Agreement.
 - j. Should the Lease term commence on any other day than the first day of the month, the prorated amount shall become the amount collected as the second month's rent, in accordance with the Lease.
 - k. Agent shall participate in the inspection of the dwelling unit identified in the Lease together with the Tenant prior to move-in and upon move-out and shall record in writing any previous damage to the unit and any damage occurring during the Tenant's occupancy.
- 7. **Collection of Rents, Etc.** Agent shall collect when due, all rents, charges, and other amounts receivable on Owner's account in connection with the management and operation of the Building. Such receipts shall be held in the Operating Account identifying the Building, separate from all other accounts and funds. Funds collected in accordance with the Housing Assistance Payments Contract dated January 13, 2011 shall also be deposited in the Operating Account.
- 8. **Enforcement of Leases.** Agent shall secure full compliance by each Tenant with the terms of such Tenant's Lease. Voluntary compliance shall be emphasized, and Agent shall counsel Tenants and make referrals to community agencies in cases of financial hardship or other circumstances deemed appropriate by Agent, all to the end that involuntary termination of tenancies shall be avoided to the maximum extent, consistent with sound management of the Building. Nevertheless, and subject to any applicable procedures prescribed in the Plan, Agent may, and shall if requested by Owner, lawfully terminate any tenancy when sufficient cause for such termination occurs under the terms of the Tenant's Lease, including, but not limited to, nonpayment of rent. For this purpose, Agent is authorized to consult with legal counsel and bring actions for eviction and execute notices to vacate and judicial pleadings incident to such actions; provided, however, that Agent shall keep Owner informed of such actions and shall follow such instructions as Owner

may prescribe for the conduct of any such action. Reasonable attorneys' fees and other necessary costs incurred in connection with such actions, shall be paid out of the Operating Account, upon approval of the Owner. Agent shall properly assess and collect from each Tenant or the security deposit the cost of repairing any damages to the dwelling unit arising during the Tenant's occupancy in accordance with the laws of the State of New Jersey.

9. **Maintenance and Repairs.** Agent shall cause the Building to be maintained in a decent, safe, and sanitary condition and in a rentable and tenantable state of repair, all in accordance with the Plan and local codes, and Agent otherwise shall maintain the Building at all times in a condition acceptable to Owner, including, but not limited to, performance of cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary. Incident thereto, the following provisions shall apply:
 - a. Special attention shall be given to preventive maintenance, and to the greatest extent feasible, the services of regular maintenance personnel shall be used.
 - b. Subject to Owner's prior written approval, Agent is authorized to contract with qualified independent contractors for the maintenance and repair beyond the capabilities of the regular maintenance personnel in accordance with Subparagraph 9(f). Qualified independent contractors shall provide written evidence of contractor's liability and worker's compensation insurance to Agent prior to commencing any work.
 - c. Agent shall systematically and promptly receive and investigate all service requests from Tenants, take such action thereon as may be justified, and keep records of the same. Emergency requests shall be received and serviced on a 24-hour basis. Complaints of a serious nature shall be reported to Owner after investigation. Owner shall have the right to receive copies of all service requests and the reports of action taken thereon.
 - d. Agent shall use best efforts to take such action as may be necessary to comply with any and all orders or requirements of federal, state, county, or municipal authorities having jurisdiction over the Building and orders of any board of fire underwriters, insurance companies, and other similar bodies.
 - e. Subject to the provisions of Paragraph 15 hereof, Agent is authorized to purchase all materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance or repair of the Building with funds drawn from the Operating Account.
 - f. Notwithstanding any of the foregoing provisions, the prior approval of Owner shall be required for any non-budgeted expenditure exceeding \$10,000.00 in any one instance for labor, materials, or otherwise, in connection with the maintenance and repair of the Building, except for emergency repairs involving manifest danger to persons or property or required to avoid suspension of any necessary service to the Building. In the event of emergency repairs, Agent shall notify Owner of the fact promptly, and in no event later than 72 hours from the occurrence of the event.
10. **Utilities and Services.** In accordance with any applicable provisions of the Plan, Agent shall make arrangements for water, electricity, gas, sewage, and trash disposal, vermin

extermination, decorating, laundry facilities, and telephone service in connection with the Building. To the extent available, all utilities shall be paid in accordance with an annual budget plan established by the utility.

11. **Personnel.** All personnel providing on-site services at the Building shall be contracted service providers or employees of Agent and shall be paid from the Operating Account as an expense of the Building. Agent shall at all times have sufficient personnel physically present at the Building for the full and efficient performance of its duties under this Agreement, including physical presence of responsible persons at such times as reasonably may be requested by Owner. Administrative services shall be provided by employees of the Agent and paid by the Owner.
12. **Operating Account.** Disbursements from the Operating Account shall be governed by the following:
 - a. From the funds collected and held by Agent in the Operating Account pursuant to Paragraph 7 hereof, and subject to Owner's approved operating budget, Agent shall make the following disbursements promptly when payable, in the following order of priority:
 - i. salaries and any other compensation due and payable to the employees referred to in Paragraph 11 hereof including Agent's compensation, together with related payroll taxes;
 - ii. real estate taxes and assessments, calculated in accordance with the Cooperation Agreement between the City of Woodbury and the Owner dated July 10, 1979, fire and other hazard insurance premiums (including any required monthly escrow payments therefor), utilities, interest on the Mortgages, amortization of the principal of the Mortgages, fees, and establishment and maintenance of all reserve funds;
 - iii. other payments due and payable by Owner as operating expenses incurred pursuant to Owner's approved operating budget and in accordance with this Agreement, and
 - iv. distributions to or at the direction of Owner, but only to the extent permitted under applicable HUD and NJHMFA rules and regulations.
 - b. In the event that the balance in the Operating Account is at any time insufficient to pay disbursements due and payable under Subparagraph 12(a) hereof, Agent shall promptly inform Owner of the fact and Owner may then remit to Agent sufficient funds to cover the deficiency. In no event shall Agent be required to use its own funds to pay such disbursements.
13. **Operating Budget.** Agent shall prepare a recommended annual operating budget for the Building for each fiscal year during the term of this Agreement setting forth detailed projections of receipts and expenditures of the Owner in connection with the maintenance, repair, alteration and improvement of the Building, and shall submit the same to Owner at least sixty (60) days before the beginning of such fiscal year, together with a recommendation of necessary reserves and capital expenditures, as well as a comparison of said budget to the receipts and expenditures of the preceding and current years, and any

required explanations with respect thereto. The annual operating budget shall include a schedule of recommended rents to be requested of HUD, including recommended rent increases. In preparing each proposed annual operating budget, Agent shall use its best efforts to take account of anticipated increases in utility charges, and other operating costs. To the extent feasible, Agent shall support anticipated increases in utility charges with written evidence or documentation. Proposed annual operating budgets for the Building shall be subject to approval by Owner in its sole discretion. Owner shall promptly inform Agent of any changes incorporated in the approved operating budget and Agent shall make no expenditures in excess of the amounts set forth in such approved operating budget, for each line item of operation expense itemized, without the prior written approval of Owner, except as permitted pursuant to Subparagraph 9(f).

14. Records and Reports. In addition to any requirements specified in the Plan or other provisions of this Agreement, Agent shall have the following responsibilities with respect to records and reports:

- a. Agent shall establish and maintain a comprehensive system of records, books, and accounts, including computerized systems, in accordance with the Plan and in a manner satisfactory to Owner. All records, books, and accounts shall be subject to examination at reasonable hours by any authorized representative of Owner. Agent will be responsible for preparing quarterly and annual reports and providing such reports to the Owner and will cooperate with the Owner's accountants with regard to the annual audit of the books of account of the Building including the annual report of the operations of the Building for the fiscal year then ended.
- b. Agent shall prepare a monthly report, in accordance with any applicable provisions of the Plan and in form satisfactory to Owner, containing and including at least the following: (i) a statement of income and expenses and accounts receivable and payable for the preceding month, including an itemized list of all delinquent rents as of the fourteen (14th) day of the current month, as well as a report on action taken thereon by Agent; (ii) a rent roll/cash receipts form for the previous month; (iii) a disbursements summary for the previous month; (iv) current bank statements with reconciliation of the Operating and Security Deposit Accounts; (v) copies of paid bills and invoices for the previous month only upon request; and (vi) a narrative of any unusual actions taken or emergencies responded to, and a full report of any accidents, claims, and potential claims, for the previous month. Agent shall submit each such report to Owner on or before the twentieth (20th) day of each month.
- c. Agent shall promptly furnish such additional information (including monthly occupancy reports) as may be requested from time to time by Owner with respect to the renting and financial, physical, or operational condition of the Building.
- d. Agent shall prepare, execute, and file all forms, reports, and returns required by law in connection with the employment of personnel, unemployment insurance, workman's compensation insurance, disability benefits, Social Security, and other similar insurance, and all other benefits or taxes now in effect or hereafter imposed.

- e. Agent shall establish tenant files containing copies of leases, certification forms, notices, and other documentation required by HUD, NJHMFA and/or Owner if and to the extent applicable.
 - f. Except as may otherwise be expressly provided in this Agreement or in an approved operating budget, all bookkeeping, data processing services, and management overhead expenses incurred in the ordinary conduct of property management shall be borne by Agent out of its funds and shall not be treated as Building expenses.
15. **Bids, Discounts, and Rebates.** Agent shall obtain contracts, materials, supplies, utilities, and services on commercially reasonable terms to the Building, and shall solicit competitive bids on all contracts or purchases exceeding \$2,625.00 for those items which can be obtained from more than one source. Agent shall secure and credit to Owner all discounts, rebates, or commissions obtainable with respect to purchase, service contracts, and all other transactions on Owner's behalf.
16. **Liability of Agent.** Except as expressly provided to the contrary herein, the obligations and duties of Agent under this Agreement shall be performed as agent of Owner and Agent shall not be responsible for incurring any expenditures in excess of existing or reasonably projected available funds from the Building or funds supplied by Owner. All expenses incurred by Agent in accordance with its obligations and duties under this Agreement and consistent with Owner's approved operating budget and those expressly specified as Agent's expenses herein, shall be for the account of and on behalf of Owner. Agent shall be liable for its breaches of this Agreement resulting in claims which are not covered by the property, casualty, general liability, and other policies of insurance obtained for the Building.
17. **Indemnification.** To the extent permitted by law, Owner agrees to defend, indemnify, and save harmless Agent from all claims and suits in connection with the Building provided that such claims and suits are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and such claims and suits arise, or are alleged to arise, in whole or in part out of any negligent act or omission of Owner, its officers, employees, or agents. Owner agrees to include Agent as an insured in Owner's general liability policy, but only while Agent is acting as real estate manager for Owner under this Agreement. Owner shall provide Agent with a certificate of insurance evidencing such liability insurance and providing not less than ten (10) days' notice to Agent prior to cancellation. Notwithstanding anything contained herein to the contrary, Owner shall not be required to defend, indemnify and save harmless Agent from any claim, judgment, awards or damages arising out of the gross negligence or willful misconduct of Agent or its employees. To the extent permitted by law, Agent agrees to defend, indemnify, and save harmless Owner and its partners from all claims, investigations, and suits, or from actions or failures to act of Agent, with respect to any alleged or actual violation of state or federal labor or other laws pertaining to employees, it being expressly agreed and understood that as between Owner and Agent, all persons employed in connection with the Building are employees of Agent, not Owner. In addition, Agent agrees to defend, indemnify, and hold Owner harmless from and against any and all losses, damages, claims, costs, expenses, and liabilities (including but not limited to all legal fees, court costs, and

costs of investigation) resulting from any breach of this Agreement by Agent and any intentional tort, criminal activity, reckless and other willful misconduct, except to the extent covered by Owner's insurance, and any other act or omission by Agent, its agents or employees, outside the scope of the agency relationship created by this Agreement. Agent agrees that it will promptly notify Owner of any claims against Agent or Owner. Agent will cooperate with Owner and, upon reasonable request, will attend hearings and trials and assist in effecting settlements, securing and giving evidence, and obtaining the attendance of witnesses in the conduct of suits. Agent will not voluntarily settle any suit, make any payment, assume any obligation, or incur any expense without the express written consent of Owner.

- 18. Insurance.** Agent shall at all times keep its employees and contractors insured for statutory workers' compensation and other employee benefits required by all applicable laws. Agent shall maintain liability insurance covering automobiles and other vehicles operated by Agent and shall name Owner as an additional insured on such policy. Agent shall maintain employee dishonesty/crime insurance. Agent shall maintain employer's liability insurance for an amount not less than \$1,000,000.00 covering claims and suits by or on behalf of employees and others, not otherwise covered by statutory workers' compensation insurance. In addition, Agent shall maintain a comprehensive general liability policy and an excess liability policy in the combined amount of \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate and shall name Owner as an additional insured on such policy, insuring claims arising from Agent's actions outside the scope of the agency relationship created by this Agreement, including without limitation any intentional torts, criminal activity, and reckless or other willful misconduct of Agent, its agents, and employees. Such general liability policy shall include coverage for contractual liability under this Agreement. Agent shall provide Owner with a certificate of insurance evidencing that all insurance referenced in this Paragraph 18 is in full force and effect and providing that insurer will endeavor to provide not less than thirty (30) days' notice to Owner prior to cancellation, lapse, or non-renewal or the reduction in the amount of coverage below the limits stated in this Paragraph 18.
- 19.** On the date of initial occupancy of the Building, the Agent shall, if required, deposit with the lender, the required property and liability policies for the Building. Where the Owner is named as an insured or additional insured. The cost of such policies shall be a Building expense. If applicable, if the lenders' mortgages require that beginning on the first day of the first month after first occupied, or such other date as may be determined by the lenders, and on the first day of each month thereafter the Agent shall deliver to in advance one-twelfth (1/12) of the estimated annual charges for taxes and insurance premiums as a project expenditure. Agent shall pay or cause to be paid the necessary taxes, charges, assessments or fees, and shall present evidence of their payment satisfactory to as requested. Notwithstanding anything to the contrary contained herein, the parties hereby agree that all insurance shall be secured in accordance with all applicable HUD requirements.
- 20. Limitation of Liability.** Agent agrees that it will not seek recourse against the individual partners, shareholders, directors, members, officers, employees, or agents of Owner or any

of their personal assets for satisfaction of any liability with respect to this Agreement, except in the case of gross negligence or willful misconduct.

21. **Increased Risk.** Agent shall give Owner written notice if any facts of which Agent is aware evidencing an increase in the risk of casualty loss or a claim of liability in connection with the Building or its operation. Such notice shall be given as soon as Agent has knowledge of such facts.
22. **Audit Right.** Owner shall have the right, within ten (10) days written notice to Agent, to audit all files and accounts pertaining to the Building at Agent's principal office during normal business hours.
23. **Escrow Payments.** From the funds collected and deposited by Agent in the Operating Account, Agent shall make any monthly escrow payments required under the Mortgages, for the purpose of funding insurance, tax, and such other reserve or escrow accounts for the Building as Owner may require pursuant to the Mortgages. Agent promptly shall present tax bills and insurance premium notices to the escrow agent for payment and shall furnish Owner with evidence of timely payment of such taxes and insurance premiums.
24. **Agent's Compensation.** As compensation for all of Agent's ongoing property leasing, management, and related services under this Agreement, Agent shall receive a monthly fee of \$60.01 per dwelling unit per month (the "Management Fee"), together with a bookkeeping fee of \$7.29 per dwelling per unit per month (the "Bookkeeping Fee") with a maximum bookkeeping fee of \$1,120 per month. Management and Bookkeeping Fees may be adjusted by HUD and/or NJHMFA. Both the Management Fee and the Bookkeeping Fee shall be paid out of the Operating Account and treated as a Building expense. Such fees shall be payable on the tenth (10th) day of the month following the month in which the services were rendered.
25. **Compliance with Laws.** In the performance of its obligations under this Agreement, Agent shall comply with applicable local, state, and federal laws and regulations as well as those certain regulatory and mortgage loan documents dated as of December 8, 2011 and recorded against the property, as the same may be modified from time to time.
26. **NJHMFA Self-Management Agreement; Compliance; Conflict.** Agent shall comply with the terms and conditions of the NJHMFA Self-Management Agreement between the NJHMFA and Owner, approved by the NJHMFA on July 2, 2014. Should there be any conflict between the terms and conditions of this Agreement and said Self-Management Agreement, then the terms and conditions of said Self-Management Agreement shall control and govern. Nothing contained herein shall amend or supersede the terms and conditions of said Self-Management Agreement.
27. **Term of Agreement.** This Agreement shall be in effect for the period commencing as of the date hereof and ending on the first (1st) anniversary of the date hereof, and shall be

automatically extended for one (1) year periods thereafter, subject to the following conditions:

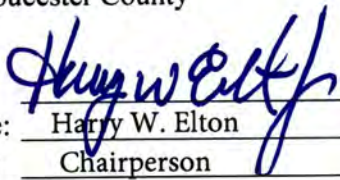
- a. Either Owner or Agent may elect not to extend this Agreement by notifying the other party at least thirty (30) calendar days in advance of the last day of the initial period hereunder or any annual extension period thereafter.
 - b. This Agreement may be terminated, without cause by Owner by giving thirty (30) days written notice and by Agent by giving thirty (30) days written notice.
 - c. In the event Agent fails to perform any of its duties hereunder or to comply with any of the provisions hereof, Owner shall notify Agent in writing and Agent shall have thirty (30) days thereafter within which to cure such default to the reasonable satisfaction of Owner, and if such default cannot be cured within such thirty (30) day period, Agent shall have such additional time as may be necessary to cure the same provided that Agent demonstrates to the continuing satisfaction of Owner that it is diligently pursuing all necessary actions to cure such default and that the same will be cured within a reasonable time without damage or expense to Owner.
 - d. In the event a petition in bankruptcy is filed by or against Owner or Agent, or in the event Owner or Agent makes an assignment for the benefit of creditors or takes advantage of any insolvency act, Owner or Agent may terminate this Agreement immediately, by providing notice to the other.
 - e. Within five (5) days after the termination of this Agreement, Agent shall close all accounts and pay the balances or assign all certificates of deposit regarding the Building to Owner. Within ten (10) days after the termination of this Agreement, Agent shall deliver to Owner all plans and surveys of the Building in its possession and all books and records concerning the Building. Within thirty (30) days after the termination of this Agreement, Agent shall submit to Owner all reports required under Paragraph 14 hereof to the date of such termination, and Agent and Owner shall account to each other with respect to all matters outstanding as of the date of termination.
- 28. Notices.** All notices or other communications required or desired to be given under this Agreement shall be in writing and shall be delivered either personally or by U.S. certified mail, return receipt requested, which shall be deemed delivered upon personal delivery or on the date of the return receipt, to the parties at the addresses set forth in the first paragraph hereof. In the event of a change in the mailing addresses stated above, any addressee whose address changes hereby agrees to give notice of a new or forwarding address within seven (7) days of the effective date of said change to the other addressee, whereupon subsequent notices shall be addressed to such new or forwarding address.
- 29. Amendment.** This Agreement constitutes the entire agreement between Owner and Agent, and no amendment or modification thereof shall be valid or enforceable except by supplemental agreement in writing, executed by the parties hereto or the party to be bound thereby.
- 30. Waiver of Trial by Jury.** The parties to this Agreement expressly waive the right to trial by jury.

31. **Enforceability.** The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof. Remedies under this Agreement are cumulative, and the exercise of one remedy shall not be deemed an election of remedies nor foreclose the exercise of Owner's other remedies. No waiver of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach. Owner or Agent may apply to any court, state or federal, located in the County of Gloucester, New Jersey, for specific performance of this Agreement, for an injunction against any violation of this Agreement, or for such other relief as may be appropriate, since the injury arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.
32. **Governing Law.** The law of the State of New Jersey shall govern the interpretation and enforcement of this Agreement.
33. **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or the intent of this Agreement.
34. **Execution of Counterparts.** For the convenience of the parties, this Agreement may be executed in multiple counterparts, each of which shall constitute a complete original of this Agreement, which may be introduced in evidence or used for any other purpose without the production of any other counterparts.
35. **Successors and Assigns.** This Agreement shall inure to the benefit of and constitute a binding obligation upon Owner and Agent and their respective successors and assigns; provided, however, that Agent shall not assign this Agreement, or any of its duties hereunder, without the prior written consent of Owner.

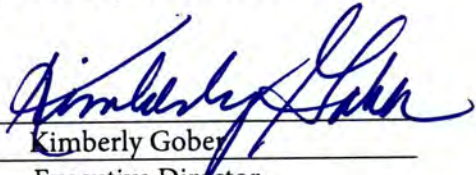
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

OWNER:
Seniors Housing Development Corporation
of Gloucester County

By: 
Name: Harry W. Elton
Title: Chairperson

AGENT:
Housing Authority of Gloucester County

By: 
Name: Kimberly Goben
Title: Executive Director

RESOLUTION #22-41

**RESOLUTION AFFIRMING AND REAUTHORIZING THE NANCY J ELKIS
SENIOR HOUSING APARTMENT BUILDING MANAGEMENT
AGREEMENT BETWEEN
POP MOYLAN URBAN REDEVELOPMENT COMPANY, LLC.
AND
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

WHEREAS, Pop Moylan Urban Redevelopment Company, LLC (PMURC) is the owner of the Nancy J. Elkis Senior Housing Apartment Building located at 100 Pop Moylan Boulevard, Deptford, New Jersey 08096; and

WHEREAS, the Housing Authority of Gloucester County (HAGC) and PMURC previously entered into a Management Agreement, dated June 12, 1996, regarding the management by HAGC of the Nancy J. Elkis Senior Housing Apartment Building, a copy of which is attached hereto and incorporated herein as Exhibit A ("Management Agreement"); and

WHEREAS, HAGC and PMURC wish to affirm and reauthorize the terms, conditions, and provisions in the Management Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Management Agreement attached hereto be and is hereby affirmed and reauthorized.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 25TH day of May 2022.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRPERSON

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: MAY 25, 2022

MANAGEMENT AGREEMENT

This Agreement is made at Woodbury, New Jersey this 12th day of June, 1996, between Pop Moylan Urban Redevelopment Company, LLC hereinafter called the "Owner", and Housing Authority of Gloucester County hereinafter called the "Agent", for the period beginning _____ and ending _____.

In consideration of the promises hereinafter set forth, the parties hereby agree as follows:

ONE:

The following terms used in this Agreement shall have the meanings set forth below:

- (a) "NJHMFA" or "Agency" shall mean the New Jersey Housing and Mortgage Finance Agency.
- (b) "Owner" shall mean the mortgagor of record at the time this Agreement is executed.
- (c) "Agent" shall mean a firm or individual with a valid Real Estate Brokers license issued by the State of New Jersey.
- (d) "Development" shall mean the land and buildings owned or leased by the Owner, subject to an Agency Mortgage, and further identified by a NJHMFA number (HMFA #).
- (e) "Management Manual" shall mean those regulations, procedures and techniques set forth in the current edition of New Jersey Housing and Mortgage Finance Agency's Property Management Policy and Procedure Manual, and all subsequent revisions thereto, which is available and on file at the Agency.
- (f) "Accounting Manual" shall mean the New Jersey Housing and Mortgage Finance Agency's Accounting Policies and Procedures Manual for Sponsors and Owners, and all subsequent revisions thereto, which is available and on file at the Agency.
- (g) "Net Effective Collections" shall mean (1) all monies collected by the

Agent as rents, including commercial rents, (2) monies collected from tenants as a result of late rent payments, (3) monies collected for parking area and air conditioner rental where applicable, (4) monies collected pursuant to Section 101 of the National Housing Act of 1968 commonly known as Rent Supplement, (5) monies collected pursuant to Section 236 (F) 2 commonly known as Rental Assistance Payments, (6) monies collected under Section 8 known as Monthly Housing Assistance Payments, (7) Section 8 Vacancy Payments, and (8) monies collected from authorized vending machine concessionaires.

Items excluded from Net Effective Collections are incomes derived from rent surcharges resulting from excess rents in accordance with NJHMFA Law, all interest (i.e., security deposits, investments, etc.), discounts, dividends, payments from insurance claims, Section 236 interest reduction payments, financial adjustment factor (FAF), eviction fees, and Section 8 Daily Debt Service payments. Any item not mentioned in paragraph (g), (1) through (8) above, which is to be included in the calculation for management fee, requires prior written authorization from the Agency.

- (h) "Operating Account" shall mean that checking account, naming the Development as payor and maintained in a bank whose deposits are insured by the FDIC or FSLIC, into which all monies received on behalf of the Development are deposited and from which payments to discharge the Developments operating expenses are drawn (See Section SEVEN).

TWO:

- (a) The Owner hereby appoints the Agent and the Agent hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive management agent of the Development known as Deptford
Park Apartments II
Township
HMFA # 1202, located in the ~~City~~ of Deptford, County
of Gloucester, State of New Jersey, hereinafter referred

to as the "Development" and owned by the "Owner".

- (b) The Agent fully understands that the Owner is operating under the Limited-Dividend Nonprofit Housing Corporations or Associations Law of New Jersey (N.J.S.A. 55:16-1 et. seq.), as amended, and the New Jersey Housing and Mortgage Finance Agency Law (N.J.S.A. 55:14K-1 et. seq.), as amended.
- (c) The Agency fully understands that the Owner and the NJHMFA are subject to all written rules, regulations, and policies and procedures established by the New Jersey Housing and Mortgage Finance Agency whether or not they are set forth in the NJHMFA "Management Manual".
- (d) The Agent agrees to meet with the Owner and/or the NJHMFA whenever requested by the Owner and/or the NJHMFA.

THREE:

- (a) The Agent will become familiar with the layout, construction, location, character, plan and operation of the lighting, heating, plumbing, and ventilating systems, as well as elevators, if any, and other mechanical equipment in the Development. The Agent shall obtain from the Owner copies of the as-built plans and copies of all guarantees and warranties, pertinent to the construction and the equipment of the Development, that are in force at the time of execution of this Agreement.
- (b) The Agent hereby acknowledges: (1) Receipt of a copy of the "Management Manual", a copy of Tenant Income Limits, a copy of the "Accounting Manual" and a copy of New Jersey Laws Affecting Housing Sponsor, and (2) that he has read the same and knows their contents and warrants that he will operate the Development in accordance with such guidelines, policies and procedures, and laws.

In the event any instructions from the Owner to the Agent are contrary to any of the above guidelines, policies and procedures or laws, said instructions shall be given to the Agent in writing with a copy to the NJHMFA.

FOUR:

- (a) The Agent shall have an employee, meeting qualifications specified in advance by the Owner, present on the premises during the business hours established by the Owner. In the event business hours are shown to be inadequate for proper tenant services, the NJHMFA can effect a change in said hours by written notice to the Owner and the Agent.

The cost of the site person can be reimbursed to the Agent from the Development's Operating Account in an amount not to exceed the line item for such expenditure as shown in the Developments Annual Budget as adopted by the Owner and approved by the NJHMFA.

- (b) The Agent shall obtain Fidelity Bonds, covering all of its employees as well as employees of the Development and Owners who are signatories to the Operating Account, in an amount not less than one and one half times the maximum monthly potential rents of the Development. The Fidelity Bond shall be issued by a company with an A.M. Best rating of A-V or better and name the Owner and the NJHMFA as loss payees. The original of such Fidelity Bond shall be submitted to the Agency for approval and file. The cost of the approved Bond may be charged to the Operating Account.

- (c) The Agent agrees to maintain complete tenant files or copies thereof at the development site and that authorized representatives of the Owner, the NJHMFA and/or HUD shall have access to all tenant records including, but not limited to, applications, recertifications, maintenance files and leases. It is expressly understood that tenant file information shall not be divulged to any other person or persons without proper legal authority.

- (d) The Agent further agrees to maintain Development records and documents at a New Jersey based management office. However, if accounting services are performed at a central location outside the State of New Jersey, the books of account and other records may be kept outside the State provided the Agent agrees to make them available to the NJHMFA at its offices on reasonable notice.

The Agent agrees that authorized representatives of the Owner and the NJHMFA shall have full and free access during normal working hours to all books of account and records of the Agent and the Development, including the right to make photostatic copies of, or transcriptions from such books of account and records and related supporting documents and statements, including, but not limited to, invoices, bank statements, canceled checks, and checkbooks.

FIVE:

Under the personal and direct supervision of one of its principals the Agent shall render services and perform duties as follows:

- (a) The Agent shall submit a complete Management Plan (including, but not limited to staffing requirements, job standards, and schedule of wage rates), that has been approved by the Owner, to the NJHMFA for review, possible revision, and approval. Any revision will be reviewed with the Owner and Agent before final adoption.
- (b) As the Agent of the Owner, the Agent shall investigate, hire, pay, supervise, and discharge the non-managerial personnel employed to properly maintain and operate the Development in accordance with the Management Plan as approved by the NJHMFA. Such personnel shall not, in any instance, be a member of the Sponsoring Board or related to the Owner or any member of the Sponsoring Board. Compensation for the services of such employees (as evidenced by proper payroll records) shall be considered an operating expense of the Development.
- (c) If the Development is not occupied, the Agent shall ascertain the general condition of the Development and establish liaison with the General Contractor, prepare a punch list of items to be completed, and work with the Owner, Architect, Contractor, and NJHMFA to insure an orderly acceptance and occupancy of the Development.
- (d) The Agent shall make an inventory of all furniture, office equipment, maintenance tools and supplies, including a determination as to the amount of fuel on hand. This inventory should be updated as needed, be maintained at the Development site, and be available to the Owner and the

NJHMFA on request.

- (e) The Agent shall coordinate the plans of Tenants for moving their personal effects in and out of the Development, with a view towards scheduling such movements so as to cause a minimum of loss of income to the Development.
- (f) The Agent shall record all requests for service made by tenants in a systematic fashion, and record the action taken with respect to each request. Complaints of a serious nature shall, after thorough investigation, be reported to the Owner and the NJHMFA with appropriate recommendations.
- (g) The Agent shall make an annual inspection of all dwelling units in the prescribed manner and report his findings to the Owner and the NJHMFA, with his recommendation as to the action required to correct any problems. The Agent shall document and charge tenants for any damage beyond normal wear and tear.
- (h) The Agent shall collect (1) all monthly rents and all other charges, if any, due from tenants, (2) all rents due for the use of garage or parking spaces and for the lease of other non-dwelling facilities in the Development, (3) all sums due from concessionaires which have been approved by the Owner and the NJHMFA, and (4) all rent surcharges in accordance with the New Jersey Housing and Mortgage Finance Agency Law, and in accordance with State and Federal Regulations.

The Owner hereby authorizes the Agent to request, demand, collect and receive any and all rents or charges which may at any time be or become due to the Owner. In the event of non-payment, the Agent, on behalf of the Owner, shall prepare, no later than the 10th of the month, a list of all delinquencies and forward same to the Owner's attorney for immediate action.

The Agent shall prepare, on a timely basis, all requisitions and vouchers for all rent or carrying charges, supplements, interest subsidies,

operating subsidies, or other similar grants for assistance in accordance with Federal, State, and NJHMFA procedures and directions.

- (i) The Agent shall maintain the buildings, appurtenances and grounds of the Development in accordance with standards approved by the Owner and accepted by the NJHMFA, including, but not limited to, interior and exterior cleaning, painting and decorating, and such other normal maintenance and preventive maintenance and repair work as may be necessary. For any one item of repair or replacement, the expense incurred shall not exceed the limit specifically authorized by the NJHMFA prior to the expenditure.
- (j) The Agent shall not make expenditures over the limit set by the NJHMFA other than those pertaining to monthly debt service and reserve payments, utilities, taxes, NJHMFA approved contracts or NJHMFA approved insurance without prior approval of the Owner and written approval by the NJHMFA; except that repairs and other actions may be taken without prior approval, regardless of the cost, when such action is necessary to correct or eliminate a condition that significantly threatens the lives, health, welfare, or safety of any person, or may result in significant property damage. Notwithstanding this authority as to emergency repairs, the Agent shall provide a written report to the Owner and the NJHMFA within 24 hours regarding every such emergency and related expenditure.

It should be understood that the expenditure limit established by the NJHMFA is for NJHMFA purposes only. Any Owner imposed spending limit should be included in the Agents Management Plan.

- (k) The Agent shall, with the approval of the Owner and the NJHMFA, enter into contracts in the name of the Owner, for necessary services pursuant to the following:
 - (l) All contracted services are subject to a cost-benefit analysis approved by the Owner if under \$2,500 and the Owner and NJHMFA if over \$2,500.

- (2) All contracts must be within budget limits. If not, specific approval by the Owner and the NJHMFA is required.
- (3) All contracts are subject to any specifications outlined in the NJHMFA "Management Manual" and shall include evidence of proper liability insurance issued to the provider.
- (4) For all contracts exceeding \$2,500, the Agent shall obtain proposals from at least three (3) competitive firms and submit same to the Owner for approval. The proposals shall then be forwarded to the NJHMFA for review and written approval.
- (5) For all contracts exceeding \$5,000, the proposed vendor must satisfactorily complete an appropriate NJHMFA Administrative Questionnaire. Said Administrative Questionnaire must accompany the vendors proposal when it is submitted to the NJHMFA for approval.
- (6) For all ongoing services for which the Agent cannot determine a total cost prior to commitment (i.e. painting, plumbing, etc.), time and material or unit costs must be included in the proposal. These quotes are to be submitted to the Owner for approval and the NJHMFA for review and written approval as provided in (1), (2), (3), (4) and (5) above.

The Agent shall further secure all discounts, commissions, or rebates obtainable for deposit in or credit to the Developments Operating Account. In addition, the Agent is responsible for securing on behalf of the development a New Jersey Sales Tax Exemption Number. Any payment for sales tax is the responsibility of the Agent.

- (1) The Agent shall, with the approval of the Owner and the NJHMFA, purchase the necessary equipment, tools, appliances, materials, and supplies required to properly operate the Development. If said purchases are to exceed \$2,500, the Agent shall obtain three (3) competitive

proposals and submit same to the Owner for approval and the NJHMFA for review and written approval prior to the purchase.

The Agent shall further secure all discounts, commissions, or rebates, obtainable for deposit in or credit to the Developments Operating Account.

- (m) The Agent shall place in force all forms of insurance needed to adequately protect the Owner and the NJHMFA as required by the Mortgage of the Owner with the NJHMFA, the insurance section of the "Management Manual", and subject to the provisions set forth in (k) above. An original policy, naming the NJHMFA as mortgagee, shall be forwarded to the NJHMFA. All of the various types of insurance coverage required for the benefit of the Owner and the NJHMFA shall be placed with such companies, in such amount, and with such beneficial interests appearing therein as shall be acceptable to the Owner and the NJHMFA, and otherwise be in conformity with the requirements of the Mortgage and specifications set by the NJHMFA. The Agent shall promptly investigate and make full written report, in accordance with the insurance contract, as to all accidents or claims for damage relating to the ownership, operation, or maintenance of the Development, including any damage or destruction to the Development and the estimated cost of repair, and in connection therewith, shall cooperate with, and make any and all reports required by, any Insurance Company which has issued a policy to or on behalf of the Owner; copies of said reports shall be forwarded to the Owner and the NJHMFA.
- (n) The Agent shall disburse regularly and punctually from the funds collected and deposited in the Operating Account:
- (1) mortgage principal and interest, fees, and charges (except when specifically exempted or withdrawn by the NJHMFA).
 - (2) salaries and all other compensation due and payable to the salaried employees of the Development, and the taxes or other payments

required therefore,

- (3) sums due for real estate taxes, payments in lieu of taxes (PILOT), and special assessments (except when specifically exempted or withdrawn by the NJHMFA),
- (4) fire and other hazard insurance premiums (except when specifically exempted or withdrawn by the Agency),
- (5) the amount specified for allocation to reserves or to escrow accounts (except when specifically exempted or withdrawn by the NJHMFA),
- (6) sums due and payable for capital expenditures approved by the Owner and the NJHMFA,
- (7) sums due and payable as operating expenses authorized to be incurred under the terms of this Agreement as approved by the Owner and the NJHMFA.

After disbursement as herein specified, any balance remaining in the Operating Account, not currently required for operating costs as determined by the Owner, shall be invested by the Agent, upon Owner approval, in interest-bearing bank accounts, short-term Federal obligations, or Money Market Funds offered by major banks or brokerage houses; such investments shall be in the name of the Development and reported to the NJHMFA within fifteen (15) days of commitment. In no circumstance shall the retained balance in the Operating Account, at any time, exceed the limit of the Agent's Fidelity Bond.

- (o) The Agent shall prepare and file all forms, reports, and returns required by law in connection with Unemployment Insurance, Worker's Compensation Insurance, Disability Benefits, Social Security, Payroll Taxes, and other similar taxes now in effect or hereafter imposed, and comply with all other requirements relating to the employment of the Development's personnel.
- (p) The Agent shall maintain a comprehensive system of records including,

but not limited to, a general ledger, general journal, cash receipt book, monthly rent roll, cash disbursement book, security book, bank reconciliations, payroll books and records, contracts, invoices, tenant files (including current leases and timely recertifications), and any other records, files, or books required to discharge the management duties in a manner acceptable to the Owner and/or NJHMFA or as prescribed in the "Management Manual" or "Accounting Manual".

- (q) The Agent shall complete leases or lease renewal forms, approved by HUD and the NJHMFA, and have them executed by the tenant. The completed lease must include the current rent for the unit to be occupied, the term of the lease, and the amount of the security deposit. Any amendments, deletions, or addenda, as proposed by the Owner, to lease forms approved by HUD and the NJHMFA must have the written approval of HUD and the NJHMFA prior to implementation.

The Agent shall prepare and have executed by the tenant, any and all eligibility certification or recertification forms as required by State and Federal regulations.

- (r) The Agent shall render to the Owner and the NJHMFA periodic reports in accordance with the requirements as set by the Owner and NJHMFA.

If the Agent employs a Data Processing System that will permit computerization of the Developments accounting records and provide a print-out of reports in the form and content specified by the NJHMFA, an amount not to exceed the line item for such expenditure as shown in the Developments Annual Budget as adopted by the Owner and approved by the NJHMFA shall be authorized to partially defray the operating cost of the Data Processing System.

- (s) The Agent shall maintain a current list of acceptable prospective tenants and handle all arrangements necessary and incidental to the execution of leases and recertifications of tenants; on a quarterly basis, the Agent shall submit the list of prospective tenants to the NJHMFA. The Agent shall,

as required by the NJHMFA and Federal regulations, exercise its best efforts to effect the renewal of all leases at the lease expiration date, and in such a way as will normally obviate vacancy loss. The Agent is responsible for the re-renting of all vacancies on a timely basis as they occur and shall select tenants in accordance with a plan approved by the Owner and the NJHMFA. The Agent shall provide assistance to tenants in the completion of applications or other forms required for occupancy in the Development, at no charge to the tenant; all tenant applications must be approved by the Owner subject to final approval by the NJHMFA.

- (t) The Agent shall at all times during the terms of this Agreement be responsible for operation and maintenance of the Development in accordance with reasonable standards set by the Owner and acceptable to the NJHMFA. The Agent is further responsible to enforce tenant compliance of the terms and conditions of the lease and any written rules, regulations and/or notices as may be promulgated by the Owner or the NJHMFA from time to time. The Agent shall provide each tenant with a copy of all publications, forms, and statements as required by the Laws of the State of New Jersey or HUD, including, but not limited to, "Truth in Renting", Federal Crime Insurance information, and Building Registration statement.
- (u) The Agent shall inform the Owner and NJHMFA promptly of any pending litigation or threat of litigation of which he has knowledge.
- (v) The Agent shall at all times comply with all Equal Housing Opportunity requirements and all other state and federal laws governing the operating of residential dwelling units.

SIX:

- (a) All actions performed or undertaken by the Agent pursuant to the provisions of this contract shall be done as Agent of the Owner.
- (b) Notwithstanding any provisions contained herein, the Owner shall hold the

Agent harmless from legal and other costs if the legal and other costs arise from the Agents proper performance of the duties under the terms of this contract or the Owners failure to respond to the Agents proper and timely recommendations.

- (c) The Agent shall not be obliged to make any advances to or for the account of the Owner or to pay any sum for any purpose except out of funds held or provided for that purpose.
- (d) The Owner shall furnish the Agent with suitable office space on the site of the Development complete with electricity, heat, water, and janitorial service therein.

SEVEN:

The Agent shall establish a separate Operating Account, in the name of the Development, in a bank whose deposits are insured by the FDIC or FSLIC for the deposit of all the monies received on behalf of the Development. Said Operating Account shall be used to make payments to discharge the liabilities or obligations of the Development, including the Agents fee, and those liabilities or obligations incurred by the Agent pursuant to this Agreement.

Checks drawn on the Operating Account in excess of \$500 shall require no less than two (2) signatures. Signatories to the Operating Account shall be approved by the Owners and their names made known to the NJHMFA. The NJHMFA must be promptly advised of any changes in signatories.

EIGHT:

A separate special bank account for tenant's security deposits shall be opened and operated pursuant to State Laws. The security account must be kept in a bank that will provide individual accounts with computer reporting of the account and issue all 1099 and other required documents in accordance with the "Management Manual" and State Laws. Persons entitled to make withdrawals from this account shall be those persons authorized by the Owner to act as signatories to the Operating Account in accordance with section SEVEN above.

All deposits made to this account must be made within thirty (30) days of

receipt from the tenant. Further, when a tenant gives notice of intent to vacate the Development, a full accounting of any refunds due and the issuance of a refund check, if any, in the appropriate amount, must be made within thirty (30) days of the tenants vacating the unit.

Any penalties imposed on the Development or Owner for the Agents failure to comply with the laws and regulations governing the maintenance or Tenants Security Deposit Accounts shall be the sole responsibility of the Agent.

NINE:

- (a) The Agent shall not execute or file for record any instrument which imposes a restriction upon the sale, leasing, or occupancy of the Development on the basis of race, color, creed, sex or national origin.
- (b) The Agent shall not discriminate against any person or persons on the basis of race, color, creed, sex or national origin. In Addition, except in Developments specifically designated for occupancy by a given population, the Agent shall not discriminate by reason of the fact that there are children in the family.
- (c) The Agent agrees to fully comply with the provisions of (1) any Federal, State or Local law prohibiting discrimination in housing on the basis of race, color, creed, sex, or national origin and (2) the policies of the NJHMFA providing for non-discrimination and equal opportunity in housing.
- (d) The Agent agrees to enforce the requirements that applicants and tenants certify and recertify the total income of the family in accordance with guidelines for applications and recertifications as provided by NJHMFA. All tenant applications and recertifications must be approved by the Owner and subject to final NJHMFA approval. No tenant shall be permitted to occupy a unit without an NJHMFA approved application.
- (e) The Agent shall furnish monthly occupancy and inspection reports to the Owner and the Agency and shall give specific answers to questions upon which information is desired from time to time.

Agency and shall give specific answers to questions upon which information is desired from time to time.

TEN:

As full and complete compensation for the specified services rendered by the Owner, including expense for personnel and office overhead except as authorized under Section FOUR (a) and FIVE (r) the Owner shall be paid either of the following amounts:

- (a) For occupied Developments, a fee ~~not equal~~ ^{not} to exceed 6 % *of the "Net Effective Collections"; the fee is to be calculated monthly on the collection the preceding month.

R 7/4/8
7/27/91

for

- (b) For unoccupied Developments, for a period not to exceed twelve (12) months, the Owner shall receive an amount equal to five dollars (\$5.00) per month, per unit. Said fee shall be available to the Owner only during the term of this Agreement. Further, said fee will cease and be uncollectible during the month that the Development first becomes eligible for subsidy or vacancy payments, if any.

In no instance will the Owner be entitled to collect fees from both (a) and (b) above simultaneously.

ELEVEN:

This Agreement may be terminated during the term hereof:

- (a) By the NJHMFA with or without cause on thirty (30) days written notice to the Owner.
- (b) In the event a petition in bankruptcy is filed by or against the Owner or in the event that the Owner shall make an assignment for the benefit of creditors or take advantage of any insolvency law or act, the NJHMFA may terminate this Agreement without notice to the Owner, but prompt advise of such action shall be given by the Agency.
- (c) In the event of a default of the Owner under any of its obligations to the NJHMFA or HUD, the NJHMFA may terminate this Agreement immediately by written notice of cancellation to the Owner.

NJHMFA or HUD, the NJHMFA may terminate this Agreement immediately by written notice of cancellation to the Owner and Agent. Notwithstanding such notice, the Agent shall resume all of its obligations under this Agreement if directed to do so by the NJHMFA.

It is further understood and agreed that no liability shall attach to the NJHMFA in the event of termination of this Agreement pursuant to this section.

Upon termination of a Managing Agent under any of the terms cited above, a Stub Audit Statement shall be ordered and the terminated Agent shall be required to account for all funds and balances as of the date of termination. The cost of the Stub Audit shall be borne by the Development's Operating Account. Until such audit is complete all fees payable to the terminated Agent shall be withheld. The Owner shall furnish the Agent security, satisfactory to the Agent and the NJHMFA, against any outstanding obligations or liabilities which the Agent may have incurred in the name or benefit of the Owner. All original books and records must be surrendered to the Owner.

TWELVE:

In the event this Agreement is executed as a successor Agreement to a terminated Agreement, the Owner guarantees that the succeeding Agent will be provided with the books and records surrendered by the previous Agent and results of a stub audit within a reasonable time.

THIRTEEN:

- (a) This agreement shall inure to the benefit of and constitute a binding obligation upon the Owner and the Agent and their respective successors and assigns.
- (b) The terms of the New Jersey Housing and Mortgage Finance Agency Law and the policies, procedures, guidelines and regulations of the Agency pertaining to management and accounting practices pursuant thereto, as the same may be amended from time to time, are to be deemed incorporated

in this Agreement, as fully as if set forth at length, herein, and if there be any conflict between the terms of this Agreement and the provision of said Law policies, procedures, guidelines, and regulations, the Law, policies, procedures, guidelines, and regulations shall be controlling.

- (c) This Agreement shall constitute the entire Agreement between the Owner and the Agent and no variance or modification thereof shall be valid and enforceable except by supplemental agreement, in writing, executed and approved in the same manner as this Agreement.
- (d) For convenience of the parties, this Agreement has been executed in several counterparts, which are in all respects similar and each of which shall be deemed to be complete in itself so that any one may be introduced in evidence or used for any purpose without the production of other counterparts.

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

Signatory for Owner certifies that this contract has been executed with the full knowledge and authority of the Owner.

CORPORATE SEAL

Attested:

JOSEPH A. REED, SECRETARY

Name (please print) Title

Signature

Attested:

SAMUEL V. HUDMAN, SECRETARY

Name (please print) Title

Signature

Attested: N/A

Name (please print) Title

Signature

POP MOYLAN URBAN REDEVELOPMENT
Owner COMPANY, L.L.C.

By: JACQUELINE A. CLARK, VICE PRESIDENT

Name (please print) Title

Signature

Agent HOUSING AUTHORITY OF GLOUCESTER CO.

By: WILLIAM F. SHARP, VICE PRESIDENT

Name (please print) Title

Signature

Broker of Record N/A

By:

Name (please print) Title

Signature

Recommended for Approval:

Approved:

NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY

By:

Director of Property Management

Housing Management Officer

RIDER TO MANAGEMENT AGREEMENT FOR 236 DEVELOPMENTS

The Agent shall accumulate and safeguard all rental income collected in excess of the approved Basic rental charge of each dwelling unit (income from commercial space is excluded for this purpose) and shall remit these funds monthly, together with Form HUD-93104A, Monthly Report of Excess Income, directly to the U.S. Department of Housing and Urban Development, Office of Finance and Accounting, Billing and Receivable Division, Washington, D.C. 20410. Form HUD-93104A shall be submitted monthly, including those months where no excess rental collections are made. A copy of Form HUD-93104A shall be submitted monthly to the Management Division and to the Comptroller of the Agency.

Owner

By: _____

N/A

Agent

By: _____

**RIDER TO MANAGEMENT AGREEMENT FOR SECTION 8 DEVELOPMENTS
AND SECTION 236 DEVELOPMENTS WITH EXISTING SECTION 8 SUBSIDY**

In accordance with the terms of the Section 8 Agreements and applicable instructions, the Agent shall, as of the twentieth day of each month, prepare for the following month the required copies of Form HUD-52670, Housing Owner's Certificate and Application for Housing Assistance Payments and, Form HUD-52670A, Property Schedule of Housing Assistance Payments. The Agent shall submit these forms to the Property Management Division of the Agency.

Owner

By: _____

N/A

Agent

By: _____

**RIDER TO MANAGEMENT AGREEMENT FOR DEVELOPMENTS
USING RENT SUPPLEMENT OR RENTAL ASSISTANCE PAYMENTS**

In accordance with the terms of the Rent Supplement or Rental Assistance Contract and the applicable instructions, the Agent shall, by the first of each month, prepare the required copies of Form HUD-52670, Housing Owner's Certificate and Application for Housing Assistance Payments. The Agent shall submit forms to the designated HUD office no later than the tenth (10) day of the month for which payment is claimed. A copy of the form is to be sent to the Property Management Division of the Agency.

Owner

By: _____

N/A

Agent

By: _____

RESOLUTION #22-42

**RESOLUTION AUTHORIZING UPDATE TO
SHEPHERD'S FARM SENIOR HOUSING APARTMENTS
MANAGEMENT AGREEMENT**

WHEREAS, the Housing Authority of Gloucester County (HAGC) and Shepherd's Farm Senior Housing at West Deptford, Inc. wish to update the Management Agreement relative to the administration of Shepherd's Farm Senior Apartments; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the proposed updated Management Agreement attached hereto and incorporated herein as Exhibit A ("Management Agreement").

BE IT FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute the Management Agreement, subject to further amendments deemed necessary and appropriate by the Executive Director, subject to final Counsel review and approval.

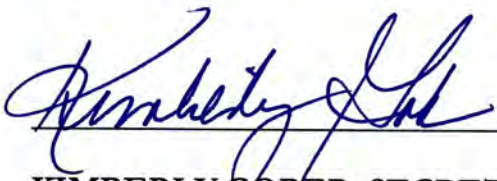
ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 25TH day of May 2022.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: MAY 25, 2022

RESOLUTION #22-43

RESOLUTION ESTABLISHING REVISED PERSONNEL POSITIONS
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY
FY 2022 AND 2023

WHEREAS, the Housing Authority of Gloucester County has a need for a temporary, provisional, and permanent personnel staff for the administration of its programs and for the maintenance and operation of its facilities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the following job titles/classifications shall be made temporary, provisional, and permanent job classifications, unless otherwise repealed or revoked by subsequent resolution of this Authority and shall supersede, repeal, and revoke previous resolutions establishing permanent job classifications:

JOB NO.	HAGC TITLE	2022 SALARY RANGE (1%)	2023 SALARY RANGE (1%)	No. of Authorized Positions	Positions Filled as of 5/1/2022	Hours
44	Accountant	\$ 23.03 - 36.94	\$ 23.03 - 37.31	1	1	40
		\$ 47,902 - 76,841	\$ 47,902 - 77,609			
15	Accounting Technician (with Bookkeeping)	\$ 16.14 - 25.86	\$ 16.14 - 26.12	1	0	40
		\$ 35,571- 53,791	\$ 35,571- 54,328			
16	Accounts Payable & Receivable Clerks	\$ 16.14 - 21.62	\$ 16.14 - 21.83	2	2	40
		\$ 33,571 - 44,964	\$ 33,571 - 45,413			
70	Administrative Assistant AHO	\$ 16.00 - 22.52	\$ 16.00- 22.75	1	1	40
		\$ 33,280 - 46,848	\$ 33,280 - 47,316			
43	Administrative Specialist	\$ 16.36 - 20.19	\$ 16.36 - 20.39	1	1	40
		\$ 34,029 - 41,992	\$ 34,029 - 42,412			
52	Affordable Housing Operations Director	\$ 38.81 - 50.49	\$ 38.81 - 51.00	1	1	40
		\$ 80,724 - 105,025	\$ 80,724 - 106,075			
2	Assistant Executive Director	\$ 31.26 - 48.61	\$ 31.26 - 49.10	1	0	20-40
		\$ 32,510 - 50,557	\$ 32,510 - 51,063			
31	Building Maintenance Worker	\$ 14.56 - 18.19	\$ 14.71 - 18.37	7	5	40
		\$ 30,285 - 37,841	\$ 30,597 - 38,220			
32	Building Maintenance Worker Seasonal (P.T./F.T.)	\$ 14.56 - 18.19	\$ 14.71 - 18.37	3	0	20-40
		\$ 15,142 - 18,921	\$ 15,298 -19,110			
60	Building Maintenance Worker, Senior	\$ 16.73 - 20.02	\$ 16.73 - 20.22	2	1	40
		\$ 34,798 - 41,643	\$ 34,798 - 42,059			
25	Clerk	\$ 14.56 - 19.72	\$ 14.71 - 19.91	1	0	40
		\$30,285 - 41,009	\$ 30,597 - 41,419			
23	Clerk Typist	\$ 14.56 - 19.72	\$ 14.71 - 19.91	2	0	40
		\$ 30,285 - 41,009	\$ 30,597 - 41,419			
12	Compliance Officer	\$ 30.10 - 41.28	\$ 30.10 - 41.69	1	0	8-40
		\$ 31,304 - 42,932	\$ 31,304 - 43,361			
38	Congregate Aide (House-keeping/Personal Services)	\$ 14.56 - 18.19	\$ 14.71 - 18.37	7	5	40
		\$30,285- 37,841	\$30,597 - 38,220			

39	Congregate Aide (Part Time)	\$ 14.56 - 18.19	\$ 14.71 - 18.37	1	1	24-30
		\$15,142 - 22,705	\$15,298 - 22,932			
35	Congregate Services Coordinator	\$ 24.78 - 42.45	\$ 24.78 - 42.87	1	1	40
		\$ 51,542 - 88,289	\$ 51,542 - 89,172			
37	Cook (Congregate)	\$ 14.78 - 21.35	\$ 14.78 - 21.57	1	0	20-40
		\$ 15,371 - 22,209	\$ 15,371 - 22,431			
46	Cook, Senior (Congregate)	\$ 17.56 - 21.65	\$ 17.56 - 21.87	1	1	40
		\$ 36,525 - 45,029	\$ 36,525 - 45,480			
61	Deputy Executive Director	\$ 42.26 - 58.85	\$ 42.26 - 59.44	1	0	30-40
		\$ 65,926 - 91,812	\$ 65,926 - 92,730			
9	Executive Assistant	\$ 22.89 - 31.59	\$ 22.89 - 31.90	1	1	40
		\$ 47,611 - 65,698	\$ 47,611 - 66,355			
1	Executive Director	\$ 43.46 - 82.68	\$ 43.46 - 83.50	1	1	40
		\$ 90,397 - 171,968	\$ 90,397 - 173,688			
66	Facilities Manager	\$ 26.01- 40.98	\$ 26.01- 41.39	1	0	40
		\$ 54,101 - 85,230	\$ 54,101 - 86,083			
11	Family Self-Sufficiency Coordinator	\$ 25.38 - 44.22	\$ 25.38 - 44.66	1	1	40
		\$ 52,790 - 91,981	\$ 52,790 - 92,901			
6	Finance Director	\$ 37.74 - 59.52	\$ 37.74 - 60.11	1	1	40
		\$ 78,499 - 123,793	\$ 78,499 - 125,031			
62	Hearing Officer	\$30.00 - 44.78	\$30.00 - 45.23	1	1	8-40
		\$12,480 - 18,628	\$12,480 - 18,814			
59	Homeownership Coordinator	\$ 14.56 - 42.52	\$ 14.71 - 42.95	1	0	20-40
		\$ 15,142 - 44,221	\$ 15,298 - 44,663			
21	Housing Inspector	\$ 15.86 - 19.72	\$ 15.86 - 19.91	2	0	40
		\$ 32,989 - 41,009	\$ 32,989 - 41,419			
57	Housing Inspector, Senior	\$ 20.00 - 49.32	\$ 20.00 - 49.81	1	1	40
		\$ 41,600 - 102,578	\$ 41,600 - 103,604			
67	Housing Specialist, Senior	\$ 26.01 - 40.98	\$ 26.01 - 41.39	1	1	40
		\$ 54,101 - 85,230	\$ 54,101 - 86,083			
10	Human Resource Director	\$ 29.67 - 39.72	\$ 29.67 - 40.11	1	1	40
		\$ 61,714 - 82,609	\$ 61,714 - 83,435			
7	IT Director	\$ 27.71 - 46.11	\$ 27.71 - 46.57	1	1	40
		\$ 57,637 - 95,914	\$ 57,637 - 96,873			
48	IT Support Technician	\$ 24.00 - 37.00	\$ 24.00 - 37.37	1	0	40
		\$ 49,920 - 76,960	\$ 49,920 - 77,729			
58	Leasing Specialist	\$ 14.82 - 21.40	\$ 14.82 - 21.61	1	0	40
		\$ 30,826 - 44,505	\$ 30,826 - 44,950			
30	Maintenance Repairer	\$ 17.52 - 22.23	\$ 17.52 - 22.45	3	3	40
		\$ 36,442 - 46,231	\$ 36,442 - 46,693			
29	Maintenance Repairer, Senior	\$ 24.02 - 28.52	\$ 24.02 - 28.80	2	1	40
		\$ 49,964 - 59,318	\$ 49,964 - 59,911			
50	Maintenance Repairer, Trainee	\$ 15.79 - 23.18	\$ 15.79 - 23.41	1	0	40
		\$ 32,843 - 48,219	\$ 32,843 - 48,701			
49	Maintenance Repairer,	\$ 25.03 - 31.52	\$ 25.03 - 31.84	1	0	40

	Supervisory, Scattered Sites	\$ 52,062 - 65,567	\$ 52,062 - 66,222			
5	Occupancy Specialist Manager	\$ 22.90 - 42.04	\$ 22.90 - 42.46	1	1	40
		\$ 47,632 - 87,437	\$ 47,632 - 88,311			
40	Painter (Maintenance)	\$ 15.85 - 18.93	\$ 15.85 - 19.12	1	1	40
		\$ 32,968 - 39,371	\$ 32,968 - 39,764			
24	Payments & Inspections Coordinator	\$ 14.52 - 19.72	\$ 14.52 - 19.91	1	1	40
		\$ 30,202 - 41,009	\$ 30,202 - 41,419			
41	Property Management Aide (AHO)	\$ 14.56 - 20.50	\$ 14.71 - 20.71	1	0	40
		\$ 30,285 - 42,648	\$ 30,597 - 43,074			
4	Property Manager	\$ 32.55 - 40.98	\$ 32.55 - 41.39	1	0	40
		\$ 67,704 - 85,230	\$ 67,704 - 86,083			
69	Property & Modernization Manager	\$ 32.10 - 41.72	\$ 32.10 - 42.14	1	1	40
		\$ 66,768 - 86,782	\$ 66,768 - 87,649			
14	Purchasing Agent	\$ 25.48 - 35.45	\$ 25.48 - 35.80	1	1	40
		\$ 53,000 - 73,730	\$ 53,000 - 74,467			
22	Receptionist/Clerk Typist TPC	\$ 14.56 - 19.41	\$ 14.71 - 19.61	2	1	40
		\$ 30,285 - 40,376	\$ 30,597 - 40,780			
28	Resident Superintendent, Maintenance Repairer	\$ 20.30 - 26.50	\$ 20.30 - 26.77	2	2	40
		\$ 42,224 - 55,120	\$ 42,224 - 55,682			
27	Resident Superintendent, Maintenance Repairer, Senior	\$21.07 - 28.00	\$21.07 - 28.28	2	2	40
		\$ 43,826 - 58,240	\$ 43,826 - 58,822			
45	Rental Integrity Specialist	\$ 16.14 - 19.89	\$ 16.14 - 20.09	1	0	40
		\$ 33,571 - 41,381	\$ 33,571 - 41,795			
55	Resident Relations Coordinator	\$ 19.18 - 25.51	\$ 19.18 - 25.77	1	1	40
		\$ 39,894 - 53,070	\$ 39,894 - 53,600			
33	Security Guard, Full Time (Unarmed)	\$ 14.56 - 18.19	\$ 14.71 - 18.37	4	3	32-40
		\$ 30,285 - 30,273	\$30,597 - 30,576			
34	Security Guard, Part Time (Unarmed)	\$ 14.56 - 18.19	\$ 14.71 - 18.37	1	1	16-20
		\$ 15,142 - 15,137	\$ 15,298 - 15,288			
68	Security Guard, Senior	\$ 15.61 - 23.83	\$ 15.61 - 24.07	1	1	40
		\$32,469 - 49,574	\$32,469 - 50,070			
65	Site Manager	\$ 26.01 - 40.98	\$ 26.01 - 41.39	1	1	40
		\$ 54,101 - 85,230	\$ 54,101 - 86,083			
26	Student Clerk	\$ 14.56 - 19.72	\$ 14.71 - 19.91	1	0	20-40
		\$ 15,142 - 20,505	\$ 15,298 - 20,710			
42	Tenant Interviewer/Investigator Aide	\$ 14.52 - 20.19	\$ 14.52 - 20.39	1	0	40
		\$ 30,202 - 41,992	\$ 30,202 - 42,412			
19A	Tenant Interviewer/Investigator Level 1	\$ 16.14 - 22.60	\$ 16.14 - 22.83	3	1	40
		\$ 33,571 - 47,018	\$ 33,571 - 47,488			
19B	Tenant Interviewer/Investigator Level 2	\$ 17.92 - 22.60	\$ 17.92 - 22.83	5	3	40
		\$ 37,274 - 47,018	\$ 37,274 - 47,488			
19C	Tenant Interviewer/Investigator Level 3	\$ 19.69 - 27.17	\$ 19.69 - 27.45	6	5	40
		\$ 40,955 - 56,522	\$ 40,955 - 57,087			
20	Tenant Interviewer/Investigator Trainee	\$ 15.43 - 17.26	\$ 15.43 - 17.43	2	0	40
		\$ 32,094 - 35,897	\$ 32,094 - 36,256			

17	Tenant Interviewer/Investigator Supervising Senior	\$ 24.78 - 31.35	\$ 24.78 - 31.67	2	2	40
		\$ 51,542 - 65,217	\$ 51,542 - 65,869			
3	Tenant Processing Center Manager	\$ 33.34 - 40.98	\$ 33.34 - 41.39	1	0	40
		\$ 69,347 - 85,230	\$ 69,347 - 86,083			
13	Waitlist Coordinator	\$ 16.21 - 22.88	\$ 16.21 - 23.11	1	1	40
		\$ 33,717 - 47,586	\$ 33,717 - 48,062			

Said job classifications shall be filled or vacant subject to the need and workload of the Authority as determined by the Executive Director whose reasonable discretion is subject to the supervision of the Authority. All *salaries and benefits* shall be determined in each case by ratification of the resolution of this Authority at the Executive Director's recommendation.

Specific *job descriptions* shall be subject to the reasonable discretion and supervision of the Executive Director which shall, in turn, be subject to the review of the Authority Chairman and the Authority.

AND BE IT FURTHER RESOLVED that the Executive Director is further authorized to employ additional employees on a temporary, part-time, or as needed basis during periods of administrative overloads and temporary secretarial personnel, congregate aides and Security Guards as required. Subject to budget constraints, said temporary employees shall be compensated at published scheduled rates for personnel employed for hourly services without additional fringe benefits. Fringe benefits shall be available only to permanent, full-time personnel as defined in the Personnel Policy. In the alternative, the Executive Director may procure temporary staff from recognized temporary employment agencies; and


BE IT FURTHER RESOLVED that the Salary Ranges and Hours Schedule made a part hereof and hereby is approved for the years 2022-2023 and subsequent periods until revised; to coincide with the Collective Bargaining Agreement, for positions covered by said agreement.

AND BE IT FURTHER RESOLVED that the Executive Director shall be authorized to employ the above staff members, exclusive of the Executive Director as a salaried official, in an overtime capacity consistent with rules and regulations set forth by the State of NJ Department of Labor.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 25TH day of May 2022.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:


WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: MAY 25, 2022

RESOLUTION #22-44

**RESOLUTION AUTHORIZING ACC AMENDMENT FOR
CAPITAL FUND PROGRAM
NJ39P20450122 – FY 2022**

WHEREAS, the Housing Authority of Gloucester County has prepared a five-year modernization program for public housing projects NJ39P20450122; and

WHEREAS, the Housing Authority of Gloucester County has received from the United States Department of Housing and Urban Development a funding commitment and Annual Contributions Amendment for FY 2022, under Grant Number NJ39P20450122; and

WHEREAS, it is in the interest of the Housing Authority of Gloucester County to proceed with the modernization program, as well as other physical improvements to HAGC public housing properties in a timely manner for the benefit of the program and lower income residents:

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

1. The ACC Amendment under Capital Fund Grant Number NJ39P20450122 is hereby approved.
2. The Executive Director is authorized to sign Form HUD-52840A, Capital Fund Program (CFP) Amendment.
3. The Executive Director, or her representative, is authorized to submit the Annual Statement/ Performance & Evaluation Report for the Capital Fund Program in the EPIC system.
4. The Executive Director is authorized to implement the program (NJ39P20450122) immediately.
5. The Executive Director is authorized to make technical adjustments to the program application and budget as may be required in accordance with federal requirements to expedite the program
6. The Executive Director is authorized to amend the Agency Plan consistent with the ACC Amendment.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 25TH day of May 2022.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST: 

KIMBERLY GOBER, SECRETARY

DATED: MAY 25, 2022

2022 Capital Fund

OMB Approval No. 2577-0075
(exp. 08/31/2023)

**Capital Fund Program
(CFP) Amendment**
Annual Contributions Contract
Terms and Conditions (HUD-52840-A)

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

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0075. There is no personal information contained in this application. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when disclosure is not required. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

Whereas, (Public Housing Authority) Gloucester County Housing Authority NJ204 (herein called the "PHA")
and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into an Annual Contributions Contract
ACC(s) Number(s) (On File) dated (On File)

Whereas, in accordance with Public Law 117-103, Division L, Title II,

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out capital and management activities at existing public housing projects in order to ensure that such projects continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. When HUD provides additional amounts, it will notify the PHA and those amended grants will be subject to these terms and conditions.

\$ \$698,381.00 for Fiscal Year 2022 to be referred to under Capital Fund Grant Number NJ39P20450122
PHA Tax Identification Number (TIN): On File UEI Number: On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number On File

Now Therefore, the ACC is amended as follows:

1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for capital and management activities of PHA projects. This CFP Amendment is a part of the ACC.

2. The PHA must carry out all capital and management activities in accordance with the United States Housing Act of 1937 (the Act), 24 CFR Part 905 (the Capital Fund Final rule) as well as other applicable HUD requirements, except that the limitation in section 9(g)(1) of the Act is increased such that of the amount of CFP assistance provided for under this CFP amendment only, the PHA may use no more than 25 percent for activities that are eligible under section 9(e) of the Act only if the PHA's HUD-approved Five Year Action Plan provides for such use; however, if the PHA owns or operates less than 250 public housing dwelling units, such PHA may continue to use the full flexibility in accordance with section 9(g)(2) of the Act.

3. The PHA has a HUD-approved Capital Fund Five Year Action Plan and has complied with the requirements for reporting on open grants through the Performance and Evaluation Report. The PHA must comply with 24 CFR 905.300 of the Capital Fund Final rule regarding amendment of the Five Year Action Plan where the PHA proposes a Significant Amendment to the Capital Fund Five Year Action Plan.

4. For cases where HUD has approved a Capital Fund Financing Amendment to the ACC, HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization scheduled will be made directly to a designated trustee within 3 days of the due date.

5. Unless otherwise provided, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the Act and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation). Any additional CFP assistance this FY will start with the same effective date.

6. Subject to the provisions of the ACC(s) and paragraph 3, and to assist in capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.

7. The PHA shall continue to operate each public housing project as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for each public housing project or portion thereof and for a period of forty years after the last distribution of CFP assistance for development activities for each public housing project and for a period of ten years following the last payment of assistance from the Operating Fund to each public housing project. Provided further that, no disposition of any project covered by this amendment shall occur unless approved by HUD.

8. The PHA will accept all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this CFP Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.

9. Implementation or use of funding assistance provided under this CFP Amendment is subject to the attached corrective action order(s).

(mark one) : Yes ☐ No ☒

10. The PHA is required to report in the format and frequency established by HUD on all open Capital Fund grants awarded, including information on the installation of energy conservation measures.

11. If CFP assistance is provided for activities authorized pursuant to agreements between HUD and the PHA under the Rental Assistance Demonstration Program, the PHA shall follow such applicable statutory authorities and all applicable HUD regulations and requirements. For total conversion of public housing projects, no disposition or conversion of any public housing project covered by these terms and conditions shall occur unless approved by HUD. For partial conversion, the PHA shall continue to operate each non-converted public housing project as low-income housing in accordance with paragraph 7.

12. CFP assistance provided as an Emergency grant or a Safety and Security grant shall be subject to a 12 month obligation and 24 month expenditure timeperiod. CFP assistance provided as a Natural Disaster grant shall be subject to a 24 month obligation and 48 month expenditure time period. The start date shall be the date on which such funding becomes available to the PHA for obligation. The PHA must have a recorded and effective Declaration(s) of Trust on all property funded with Capital Fund grants (all types) or HUD will exercise all available remedies including recapture of grant funding.

The parties have executed this CFP Amendment, and it will be effective on May 12, 2022. This is the date on which CFP assistance becomes available to the PHA for obligation.

U.S. Department of Housing and Urban Development
By

Date: May 12, 2022

/s/ Robert E. Mulderig
Title

Deputy Assistant Secretary, Office of Public Hsg Investments

Previous versions obsolete

PHA (Executive Director or authorized agent)

By

Title

Kimberly Gober

Executive Director

Date:

5/25/22

form HUD-52840-A OMB Approval No. 2577-0075 (exp. 08/31/2023)

TABLED

RESOLUTION #22-45

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 25, 2022, at 4:30 P.M. and;

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

- 1) **“Any matter which, by express provision of Federal law, State stature of rule of court shall be rendered confidential or excluded from public discussion”** the legal citation to the provision at issue is _____ and the nature of the matter described as specifically as possible without undermining the need for confidentiality is _____
- 2) **“Any matter in which the release of information would impair a right to receive funds from the federal government.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____

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

- 4) **“Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees**

of the public body.” The collective bargaining contract(s) discussed are between the Board and_____

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

is_____

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

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

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

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

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

- 9) "Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____
- _____
- _____

WHEREAS, the length of the Executive Session is estimated to be _____ minutes after which the public meeting of the Housing Authority of Gloucester County shall **(circle one)** reconvene and immediately adjourn or reconvene and proceed with business.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Gloucester County will go into Executive Session for only the above stated reasons;

BE IT FURTHER RESOLVED that the Secretary at the present public meeting, shall read aloud enough of this resolution so that members of the public in attendance can understand, as precisely as possible, the nature of the matters that will privately discussed.

BE IT FURTHER RESOLVED that the Secretary, on the next business day following this 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 25, 2022.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 25th of May 2022.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: _____
WILLIAM W BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY
DATED: MAY 25, 2022