

RESOLUTION #2023-19

RESOLUTION APPROVING REGULAR MONTHLY EXPENSES

WHEREAS, the Housing Authority of the Borough of Glassboro (GHA) incurred various financial obligations since the last meeting; and it is the desire of the Commissioners of said Authority to have their obligations kept current and;

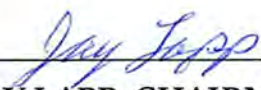
WHEREAS, prior to the Board meeting members of the Board of Commissioners read and reviewed the itemized list of incurred expenses attached hereto and does recommend payment;

NOW, THEREFORE, BE IT RESOLVED that the Finance Director be and is hereby authorized to pay the monthly bills presented to the Board of Commissioners for consideration on this date.

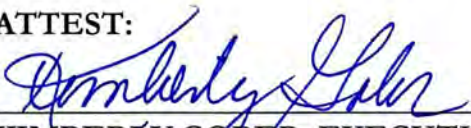
ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 21st day of February 2023 by a vote of 4 in favor, 0 opposed and 0 abstentions.

<u>Commissioners</u>	<u>Motion</u>	<u>Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>	<u>Absent</u>
Jay Lapp			✓			
Edward Hutchinson	✓		✓			
Shirley Anderson						✓
Andrew Halter			✓			
Thuraisingham Mohanakanthan		✓	✓			

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO



JAY LAPP, CHAIRMAN

ATTEST:


KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: February 21, 2023

GLASSBORO HOUSING AUTHORITY

FINAL BILL LIST # 2023-02

INTERIM BILLS:

A.	Affordable Housing Corp of Glassboro	\$ 60,433.24
B.	Glassboro RAD Operating	17,391.26

TOTAL INTERIM BILLS: \$ 77,824.50

CURRENT BILLS:

C.	Affordable Housing Corp of Glassboro	\$ 27,991.05
D.	Glassboro RAD Operating	1,395.14

TOTAL CURRENT BILLS: \$ 29,386.19

TOTAL BILL LIST: \$ 107,210.69

****PLEASE NOTE: C#s with 4 digits = ACH and C#s with 6 digits = paper check****

Summary Check Listing Report

01/18/2023

To

02/15/2023

A

<u>Check #</u>	<u>Check Date</u>	<u>Recipient</u>	<u>Amount</u>
Credit Acct	AFFORDABLE HOUSING CORP OF GLASSBORO		
0000202258	01/18/2023	COMCAST CORPORATION	\$282.29
0000202259	01/25/2023	ANGELINI, VINIAR & FREEDMAN LLC	\$448.00
0000202260	01/25/2023	TENANT	\$65.23
0000202261	02/01/2023	ATLANTIC CITY ELECTRIC	\$1,359.24
0000202262	02/01/2023	AFFORDABLE HOUSING CORP OF GLASSBORO	\$7,913.31
0000202263	02/01/2023	ANGELINI, VINIAR & FREEDMAN LLC	\$1,261.00
0000202264	02/01/2023	ATLANTIC CITY ELECTRIC	\$63.33
0000202265	02/01/2023	CITIBANK, NA	\$105.76
0000202266	02/01/2023	VAZQUEZ, MADELINE	\$19.96
0000202267	02/01/2023	SOUTH JERSEY GAS CO	\$11,158.53
0000202268	02/08/2023	ATLANTIC CITY ELECTRIC	\$122.03
0000202269	02/08/2023	LINE SYSTEMS, INC.	\$203.30
0000202270	02/08/2023	BOWMAN & COMPANY, LLP	\$775.00
0000202271	02/08/2023	CANON SOLUTIONS AMERICA, INC.	\$116.30
0000202272	02/08/2023	COMCAST CORPORATION	\$151.21
0000202273	02/08/2023	BRITTON, GEORGE	\$139.58
0000202274	02/08/2023	LOWE'S HOME CENTERS, INC	\$1,470.93
0000202275	02/08/2023	SOUTH JERSEY GAS CO	\$7,118.66
0000202276	02/08/2023	VERIZON WIRELESS SERVICES LLC	\$151.83
0000202277	02/08/2023	ATLANTIC CITY ELECTRIC	\$19.88
0000202278	02/08/2023	ATLANTIC CITY ELECTRIC	\$215.68
0000202279	02/08/2023	ATLANTIC CITY ELECTRIC	\$259.07
0000202280	02/15/2023	BOROUGH OF GLASSBORO-HIGHWAY	\$96.71
0000202281	02/15/2023	BRITTON, GEORGE	\$89.26



Summary Check Listing Report

01/18/2023 To 02/15/2023

<u>Check #</u>	<u>Check Date</u>	<u>Recipient</u>	<u>Amount</u>
0000202282	02/15/2023	VAZQUEZ, MADELINE	\$117.15
0000202283	02/15/2023	MAX COMMUNICATIONS INC.	\$165.30
0000202284	02/15/2023	POSTAL SUPPLY, LLC	\$85.09
0000202285	02/15/2023	R&A FLOORING, LLC	\$22,060.61
0000202286	02/15/2023	RUDCO PRODUCTS INC.	\$4,399.00
Total for Credit Acct AFFORDABLE HOUSING CORP OF GLASSBORO			<u>\$60,433.24</u>



Summary Check Listing Report

01/18/2023

To

02/15/2023

B

<u>Check #</u>	<u>Check Date</u>	<u>Recipient</u>	<u>Amount</u>
Credit Acct	RAD OPERATING		
0000001212	02/09/2023	STATE OF NEW JERSEY	\$463.23
0000001213	02/09/2023	STATE OF NEW JERSEY	\$846.04
0000200419	02/01/2023	COMMUNICATION WORKERS OF AMERICA	\$57.26
0000200420	02/01/2023	LINCOLN SENIOR URBAN RENEWAL I LP	\$12,888.00
0000200421	02/01/2023	SUN LIFE ASSURANCE CO. OF CANADA, INC.	\$24.73
0000200422	02/08/2023	BROOKE GROUP LLC	\$2,937.00
0000200423	02/15/2023	NJNAHRO, INC	\$175.00
Total for Credit Acct	RAD OPERATING		<u>\$17,391.26</u>



Summary Check Listing Report

02/16/2023

To

02/21/2023

C

<u>Check #</u>	<u>Check Date</u>	<u>Recipient</u>	<u>Amount</u>
Credit Acct	AFFORDABLE HOUSING CORP OF GLASSBORO		
0000202287	02/21/2023	A.B. RICHARDS INC	\$426.00
0000202288	02/21/2023	ABBOTT'S HARDWARE INC.	\$102.00
0000202289	02/21/2023	ANGELINI, VINIAR & FREEDMAN LLC	\$880.00
0000202290	02/21/2023	BOROUGH OF GLASSBORO--TAX	\$21,263.40
0000202291	02/21/2023	E & G EXTERMINATORS, INC.	\$250.00
0000202292	02/21/2023	HD SUPPLY FACILITIES MAINTENANCE, LTD	\$3,996.51
0000202293	02/21/2023	SCOTT, KENNETH	\$215.00
0000202294	02/21/2023	PDQ SUPPLY, INC.	\$809.40
0000202295	02/21/2023	SHERWIN WILLIAMS COMPANY	\$48.74
Total for Credit Acct	AFFORDABLE HOUSING CORP OF GLASSBORO		\$27,991.05



Summary Check Listing Report

02/16/2023

To

02/21/2023

D

<u>Check #</u>	<u>Check Date</u>	<u>Recipient</u>	<u>Amount</u>
Credit Acct	RAD OPERATING		
0000200424	02/21/2023	ADVANCE LOCAL HOLDINGS, CORP.	\$38.64
0000200425	02/21/2023	BROWN & CONNERY LLP	\$1,356.50
Total for Credit Acct	RAD OPERATING		\$1,395.14



RESOLUTION #2023-20

RESOLUTION AUTHORIZING AMENDMENTS TO

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

BY-LAWS

WHEREAS, the Housing Authority of the Borough of Glassboro (GHA) is a duly organized Housing Authority, operating and existing in accordance with the laws of the United States of America, the State of New Jersey, and the Borough of Glassboro; and

WHEREAS, the Board of Commissioners has determined it is necessary from time to time, to review and amend the Bylaws to conduct business in a more efficient manner, specifically:

- **Section 1.3 Office of the Authority.**

Language has been amended to reflect GHA's current Administrative Offices, located at 181 Delsea Manor Drive, Glassboro, NJ.

- **Section 2.6 Election of Chair and Vice Chair; or Appointment of Secretary-Treasurer.**

Language has been added regarding procedures to follow when electing officials when one (1) or more Commissioners are attending the meeting via remote connection.

- **Section 3.1 Annual Meeting and Section 3.2 Regular Meetings.**

Language has been amended to reflect the Board of Commissioner's wish to set the dates the meetings will be held on the third Tuesday of January for their Annual Meeting and on the third Tuesday of each month for their Regular Meetings. Unless the same shall be a legal holiday, in which event said meeting shall be held on the next succeeding business day following the legal holiday.

NOW THEREFORE BE IT RESOLVED by the Commissioners of the Housing Authority of the Borough of Glassboro that the Authority's Bylaws is hereby amended and replaced consistent with the language set forth in Exhibit A, attached hereto.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 21st day of February 2023 by a vote of 4 in favor, 0 opposed and 0 abstentions.

<u>Commissioners</u>	<u>Motion</u>	<u>Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>	<u>Absent</u>
Jay Lapp			✓			
Edward Hutchinson	✓		✓			
Shirley Anderson						✓
Andrew Halter			✓			
Thuraisingham Mohanakanthan		✓	✓			

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

Jay Lapp
JAY LAPP, CHAIRMAN

ATTEST:

Kimberly Gober
KIMBERLY GOBER, EXECUTIVE DIRECTOR
DATED: February 21, 2023

BYLAWS
OF THE HOUSING AUTHORITY
OF THE BOROUGH OF GLASSBORO

As Revised ~~April 18, 2016~~ February 21, 2023

BYLAWS OF THE HOUSING AUTHORITY

OF THE BOROUGH OF GLASSBORO

ARTICLE 1: THE AUTHORITY

Section 1.1 Name of Authority.

The name of the Authority shall be "The Housing Authority of the Borough of Glassboro".

Section 1.2 Seal of Authority.

The Authority shall have a seal in such form and with such inscription as the Commissioners shall by resolution direct.

Section 1.3 Office of Authority.

The offices of the Authority shall be in the Housing Authority Administrative Offices, Administration Building, 737 Lincoln Boulevard (Ellis Street) 181 Delsea Manor Drive, in the Borough of Glassboro, State of New Jersey.

ARTICLE 2: OFFICERS

Section 2.1 Officers.

The officers of the Authority shall be a Chair, a Vice Chair and a Secretary-Treasurer.

Section 2.2 Chair.

The Chair shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chair shall sign all contracts, deeds, and other instruments made by the Authority. At each meeting the Chair shall submit such recommendations and information as he/she may consider proper concerning the business, affairs and policies of the Authority.

Section 2.3 Vice Chair.

The Vice-Chair shall perform the duties of the Chair in the absence of the Chair; and in case of the resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Authority shall elect a new Chair.

Section 2.4 Secretary-Treasurer.

A. The Secretary-Treasurer shall be the Executive Director of the Authority and, as such, shall have general supervision over the administration of its business and affairs, subject to the direction of the Board of Commissioners of the Authority. He/She shall be charged with the management of the housing projects of the Authority.

B. The Secretary-Treasurer shall keep the records of the Authority, shall act as secretary of the meetings of the Authority and record all votes, shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his/her office. He/She shall keep in safe custody the seal to all contracts and instruments authorized to be executed by the Board of Commissioners of the Authority.

C. He/She shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. The Secretary-Treasurer shall sign all orders and countersign all checks for the payment of money and shall pay out and disburse such moneys under the direction of the Authority. All checks payable by the Authority in an amount exceeding \$500.00 shall be countersigned by: (a) ~~the~~ the Secretary-Treasurer or his/her designee; and (b) a member of the Board of Commissioners. He/She shall keep regular books of accounts showing receipts and expenditures and shall render to the Authority, at each regular meeting (or as often as requested), an account of all Authority transactions and also of the financial condition of the Authority. He/She shall give such bond for the faithful performance of his/her duties as the Authority may determine.

D. The compensation of the Secretary-Treasurer shall be determined by the Board of Commissioners of the Authority. In the event that a temporary appointee is selected from among the ~~commissioners~~ Commissioners of the Authority, he/she shall serve without compensation (other than the payment of necessary expenses).

E. During a vacancy of the office of Secretary-Treasurer or during the absence for three or more weeks of the Secretary-Treasurer the Chair may elect to act, upon written notice to the Board of Commissioners, as acting Secretary-Treasurer, or in the alternative he/she may appoint one of the ~~commissioners~~ Commissioners to be Acting Secretary-Treasurer and, as such, to be authorized to sign checks and other documents as well as perform all the duties of the Secretary-Treasurer.

Section 2.5 Additional Duties.

The officers of the Authority shall perform such duties and functions as may from time to time be required by the Board of Commissioners of the Authority or the By-Laws or rules and regulations of the Authority.

Section 2.6 Election of Chair and Vice Chair; ~~or~~ Appointment of Secretary-Treasurer.

A. The Chair and Vice Chair shall be elected at the annual meeting of the Authority from among the ~~commissioners~~ Commissioners of the Authority, and shall hold office for one year or until their successors are elected and qualified.

1. Nominations for the position of Chair and Vice Chair shall be made orally from the floor. It shall not be necessary for there to be a second to any such nomination. However, a motion to close the floor to additional nominations shall require a second.

2. In the event that one (1) or more Commissioners are attending the meeting via remote connection, the Board's vote for the position of Chair and Vice Chair shall

be conducted via roll call. When all present Commissioners are attending the meeting in-person,
~~The-the Commissioners'~~ vote for the position of Chair and Vice Chair shall be by anonymous
paper ballot. The inability to conduct a paper ballot shall not be good cause to adjourn or delay
the Board's election of a Chair or Vice Chair.

B. The Secretary-Treasurer shall be appointed by the Authority. Any person appointed to fill the office of Secretary-Treasurer, or any vacancy therein, shall have such term as the Authority fixes, but no ~~commissioner~~ Commissioner of the Authority shall be eligible for this office except as a temporary appointee.

Section 2.7 Vacancies.

Should the offices of Chair or Vice Chair become vacant, the Board of Commissioners of the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary-Treasurer becomes vacant, the Board of Commissioners of the Authority shall appoint a successor, pursuant to the requirements of the statutes and regulations of the State of New Jersey and the federal statutes and regulations dealing with the Department of Housing and Urban Development.

Section 2.8 Additional Personnel.

The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties, and functions as prescribed by the Local Housing Authorities Law and all other Laws of the State of New Jersey applicable thereto. The selection and compensation such personnel (including the Secretary-Treasurer) shall receive shall be determined by the Authority subject to the laws of the State of New Jersey and the federal statutes and regulations pursuant to the Department of Housing and Urban Development.

ARTICLE 3-MEETINGS

Section 3.1 Annual Meeting.

The Annual Meeting of the Authority shall be held on the third ~~Monday-Tuesday~~ of January at such time and place as is designated by the Board of Commissioners of the Authority pursuant to the Open Public Meetings Act. In the event such date shall fall on a legal holiday, the Annual Meeting shall be held on the next succeeding ~~Monday~~; business day following the legal holiday.

Section 3.2 Regular Meetings.

A. Regular monthly meetings shall be held on the third ~~Monday-Tuesday~~ of each month, unless the same shall be a legal holiday, in which event said meeting shall be held on the next succeeding ~~Monday~~; business day following the legal holiday. Said regular meetings shall be at such time and place as is designated by the Board of Commissioners of the Authority pursuant to the Open Public Meetings Act in the resolution adopted at the annual reorganization meeting or at such place and time as specially designated by the Authority pursuant to the Open Public Meetings Act.

B. Where it is apparent upon polling of the Board Members prior to a regular meeting that there will not be a majority sufficient to hold said meeting, the Chairman, upon consultation with the Executive Director, may reschedule said regular meeting for a date within ten (10) days of the regular meeting. In such event, the Executive Director shall advise all of the Board Members concerning same by personal service if possible and by mail.

Section 3.3 Special Meetings.

The Chair of the Authority may, when he/she deems it expedient, and shall, upon the written request of two members of the Authority, call a special meeting of the Authority for the purpose of transacting any business designated in the call. The call shall be mailed and hand delivered to the business or home address of each member of the Authority at least forty-eight (48) hours prior to the date of such special meeting. In addition, the Executive Director or his/her agent shall attempt to notify by telephone any

Commissioners not personally served with the call within the same time constraints. At such special meeting no business shall be considered other than as designated in the call.

Section 3.4 Quorum.

A. The powers of the Authority shall be vested in the ~~commissioners~~ Commissioners thereof in office from time to time. Four ~~commissioners~~ Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. When a quorum is in attendance, action may be taken by the Authority upon the affirmative vote of the majority present, but not less than three of the ~~commissioners~~ Commissioners present.

B. Lack of Quorum-In the event there is not a quorum sufficient to start a meeting the Board members present shall wait fifteen minutes from the scheduled start of said meeting. Upon the expiration of the aforesaid fifteen minutes, should there still not be a quorum, the meeting shall be canceled.

Section 3.5 Order of Business.

A. At the regular meetings of the Authority the following shall be the order of business:

1. Call to Order.
2. Roll Call.
3. Reading and approval of minutes of the previous meeting.
4. Communications,
5. Committee reports.
6. Executive Director report.
7. Attorney's report (when necessary).
8. Approval of bills.

9. Old business.
10. New business.
11. Public comments.
12. Adjournment.

B. Upon motion and an affirmative voice vote of the majority present, the order of business set forth above may be changed for the duration of the meeting said motion is made in.

Section 3.6 Manner of Voting.

Voting on all questions coming before the Authority shall be by voice vote and the "yeas" and "nays" shall be entered upon the minutes of the meeting. However, when a resolution is required by law to be taken by roll call or if any member of the Authority requests a roll call vote on any question, the voting on that question shall be by roll call and the "yeas" and "nays" shall be entered upon the minutes of the meeting.

Section 3.7 Length of Meeting.

In no event shall any meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro continue past 9:00 p.m. at night, except upon an affirmative vote of at least four of the members present.

Section 3.8 Resolutions.

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Authority.

Section 3.9 Rules Concerning Public Participation at Board Meetings.

- A. The Chair must recognize a person in order for that person to address the Board.
- B. The person must state his or her name, spell same and state his address of residence for the record.

- C. At the discretion of the Chair, the person shall be sworn to tell the truth.
- D. All persons recognized by the Chair must engage in respectful and orderly discourse. In the event of obscene or incendiary or inflammatory discourse (i.e., not subject to First Amendment protection as protected speech), the Chair may exercise discretion and terminate the person's right to speak.
- E. All statements to the Board of Commissioners must be addressed through the Chair
- F. Members of the public shall be given up to five minutes to address the Board of Commissioners regardless of the number of issues during the public portion of the meeting and shall not be entitled to "borrow" time from others. At the discretion of the Chair and subject to consent by the majority of the Board at a given meeting, this time allocation may be relaxed and extended, which relaxation shall not constitute a binding precedent for other speakers on other issues.
- G. The limitations imposed herein relate solely to the public portion of the meeting and are not intended to apply to the balance of the meeting.

ARTICLE 4-AMENDMENTS

Section 4.1 Amendments to By-Laws.

The by-laws of the Authority shall be amended only with the approval of at least four of the members of the Board of the Commissioners of the Authority at a regular or a special meeting, but no such amendment shall be adopted unless at least three days written notice thereof has been previously given to all of the Board of Commissioners of the Authority.

ARTICLE 5-COMMISSIONERS

Section 5.1 Commissioner Training.

All Commissioners of the Housing Authority shall attend such courses of study as are required by the Commissioner of the Department of Community Affairs and the statutes and regulations of the State of New Jersey, as well as the statutes and regulations pertaining to the Department of Housing and Urban Development.

Section 5.2 Appointment of Commissioners.

A. The Board of Commissioners shall consist of seven members, of whom five shall be appointed by the governing body of the Borough of Glassboro, one by the Mayor of the Borough of Glassboro and one by the Commissioner of Community Affairs. The Authority shall comply with the regulations of the Department of Housing and Urban Development concerning "resident" commissioners.

B. The members shall serve for terms of five years and until their respective successors have been appointed and qualified. All appointments shall be subject to and made in the manner required by the law under which the Borough of Glassboro is governed. Vacancies shall be filled in the same manner as the original appointments were made, but for the unexpired term.

C. Not more than one member of the Authority may be an officer or an employee of the Borough of Glassboro. A certificate of the appointment or reappointment of any member shall be filed with the Clerk of the Borough of Glassboro and that certificate shall be conclusive evidence of the due and proper appointment of that member.

D. Members of the Authority shall receive no compensation for services, but shall be entitled to reimbursement for actual expenses necessarily incurred in the discharge of the duties of membership, including travel expenses.

E. No member shall acquire any interest, direct or indirect in any housing project or in any property including or planned to be included in such a project, nor shall he/she

have any interest, direct or indirect, in any contract or proposed contract for materials and services to be furnished or used in connection with any housing project. Any member who owns or controls an interest in any property included or planned shall immediately disclose same in writing to the Authority and the disclosure shall be entered upon the minutes of the Authority. A member shall not participate in any action by the Authority effecting the property with respect to which such disclosure is required.

Section 5.3 Attendance.

Each Commissioner shall exercise the duties of his/her office in good faith and shall attend the meetings of the Board of Commissioners whenever possible. If a Commissioner misses more than four of the meetings of the Board in a calendar year, without good cause, the removal of said Commissioner from office shall be recommended to the governing body or officer by which he/she was appointed, upon compliance with Section 5.4 below.

Section 5.4 Removal.

Upon the events occurring in Section 5.3 above, and/or in the event of inefficiency, neglect of duty or misconduct in office pursuant to N.J.S.A. 40A:12A-17(e), a member subject to removal shall be given a copy of the charges at least ten days prior to a hearing thereon and have the opportunity to be heard in person or by counsel at such a hearing. In the event of a removal of any member of the Authority a record of the proceedings, together with the charges and findings thereon, shall be filed in the office of the Clerk of the Borough of Glassboro.

Section 5.5 State Law.

It is the express intent and purpose of this Section to comply with N.J.S.A. 40A:12A-17. Any portion of this Section in conflict with the aforesaid statute shall be construed in favor of the statute.

RESOLUTION #2023-21

**RESOLUTION AUTHORIZING AN AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES**

BDO USA, LLP

WHEREAS, the Housing Authority of the Borough of Glassboro (GHA) has need for professional financial services, to provide the following services:

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

WHEREAS, the HAGC has solicited proposals for said necessity in accordance with the Procurement Policy; and

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

- *Partner..... \$215 per hour.
- *Director..... \$185-\$210 per hour.
- *Manager..... \$150-\$180 per hour.
- *Senior..... \$105-\$145 per hour.
- *Accountant..... \$100 per hour.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the Borough of Glassboro, that the Executive Director is hereby authorized to negotiate, execute, and sign an agreement to require **BDO PHA FINANCE** to provide these Services for a fee not to exceed **\$15,000.00.**

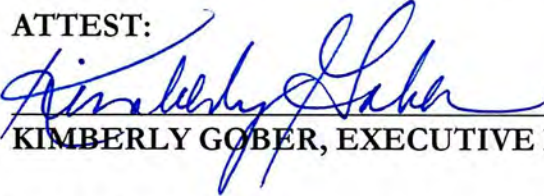
ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 21st day of February 2023 by a vote of 4 in favor, 0 opposed and 0 abstentions.

<u>Commissioners</u>	<u>Motion</u>	<u>Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>	<u>Absent</u>
Jay Lapp			✓			
Edward Hutchinson	✓		✓			
Shirley Anderson						✓
Andrew Halter			✓			
Thuraisingham Mohanakanthan		✓	✓			

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO



JAY LAPP, CHAIRMAN

ATTEST:


KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: February 21, 2023

FORM PO 102

Rev. July, 1999
(Previous Editions are Obsolete)

QUOTATION SHEET

(ATTACHMENT-B)
Please Print or TypeHOUSING AUTHORITY
of GLOUCESTER COUNTY
FINANCE DEPARTMENT

LOCATION OF NEED

Finance Office

(ATTACH WRITTEN QUOTES AND APPLICABLE CATALOG SHEETS)

NOTE: A MINIMUM OF 3 QUOTES ARE REQUIRED FOR PURCHASES OVER \$1,000.

REQUESTED PURCHASE (use multiple lines when necessary)	DESCRIBE ITEM(S) or SERVICE	QUOTE # 1	QUOTE # 2	QUOTE # 3	QUOTE # 4
Financial Consultant					
Partner		215/h			
Director		185-210/h			
Manager		150-180/h			
Senior		105-175/h			
Accountant		100			
Shipping and Handling Charges (if any)					
TOTAL					

#1	VENDOR BDO PMA Finance		VENDOR CONTACT Brian Allen		TELEPHONE 215-940-7812	
	ADDRESS 1801 Market Street, Suite		CITY Philadelphia		ST PA	ZIP 19103
	DATE OF QUOTE 8/1/23	TYPE OF QUOTE: ☒ WRITTEN ☐ CATALOG ☐ VERBAL		VENDOR MODEL/CATALOG NO.		DATE AVAILABLE
#2	VENDOR KPMG		VENDOR CONTACT email inquiry		TELEPHONE	
	ADDRESS		CITY		ST	ZIP
	DATE OF QUOTE NR	TYPE OF QUOTE: ☐ WRITTEN ☐ CATALOG ☐ VERBAL		VENDOR MODEL/CATALOG NO.		DATE AVAILABLE
#3	VENDOR Debitte		VENDOR CONTACT email inquiry		TELEPHONE	
	ADDRESS		CITY		ST	ZIP
	DATE OF QUOTE NR	TYPE OF QUOTE: ☐ WRITTEN ☐ CATALOG ☐ VERBAL		VENDOR MODEL/CATALOG NO.		DATE AVAILABLE
#4	VENDOR		VENDOR CONTACT		TELEPHONE	
	ADDRESS		CITY		ST	ZIP
	DATE OF QUOTE	TYPE OF QUOTE: ☐ WRITTEN ☐ CATALOG ☐ VERBAL		VENDOR MODEL/CATALOG NO.		DATE AVAILABLE

SELECTED VENDOR

#1 BDO PMA Finance

WAS A COST BENEFIT ANALYSIS DONE?

BY WHOM?

☐ NO ☐ YES (Copy Attached)

CLASSIFICATION OF PURCHASE (IF LESS THAN 3 QUOTES ARE PROVIDED)

☐ EMERGENCY PURCHASE ☐ NJ STATE GVT CONTRACT☐ VALUE REQUIRES ONLY ONE QUOTE ☐ SINGLE SOURCE ITEM☐ OTHER:

QUOTES PROCURED BY

MGMT APPROVED (if diff)

FINANCIAL OFFICER

APPROVING OFFICER SIGNATURE

DATE

John J. [Signature]



Tel: 215-564-1900
Fax: 215-564-3940
www.bdo.com

1801 Market Street, Suite 1700
Philadelphia, PA 19103

February 1, 2023

Glassboro Housing Authority
C/o The Housing Authority of Gloucester County
Ms. Kimberly Gober
Executive Director
100 Pop Moylan Blvd
Deptford, NJ 08096

Dear Ms. Gober,

Thank you for considering BDO USA, LLP. We appreciate the opportunity to provide exceptional professional services to the Glassboro Housing Authority ("Client" or "you"). Your services will be provided by BDO USA, LLP. This agreement is effective on February 1, 2023.

BDO agrees to provide the following services:

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

Any Service not specifically described herein is outside the scope of this agreement.

Fee Arrangement

BDO's fee for Services will be based on the firm's hourly rates, as noted below, plus costs for out-of-pocket expenditures. All travel costs will be billed at government per-diem rates when available.

Hourly Rates

Staff	Hourly Rate
Partner	\$215
Director	\$185-\$210
Manager	\$150-\$180
Senior	\$105-\$145
Accountant	\$100

Our fees and costs will be billed periodically, and are payable within 30 days of the invoice date. If we do not receive any notice of dispute within 10 days of your receipt of the invoice, we will conclude that you have seen the invoice and find it acceptable. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.0% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent. We reserve the right to suspend our Services, withhold delivery of any deliverables, or withdraw from this engagement entirely if any of our invoices are delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.



The following terms and conditions shall apply to the Services provided by BDO under this agreement:

1. General. Unless the parties specifically state in writing that they intend to modify a term of this agreement, the terms of this agreement shall prevail.
2. Russia Sanctions. By executing this Agreement, Client represents that it is not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia or entity(s) organized under the laws of Russia. Client agrees that if at any time while BDO is providing services to Client the foregoing representation is no longer true, Client will immediately notify BDO.
3. Termination. Each party shall have the right to terminate this agreement at any time by giving written notice to the other party not less than 30 business days before the proposed effective date of termination. BDO may terminate this agreement and outstanding Services immediately if BDO reasonably determines that it must do so to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises). Those provisions in this agreement that, by their very nature, are intended to survive termination shall survive after the termination of this agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, limitations on use or reliance, and non-solicitation.

If this agreement is terminated Client agrees to compensate BDO for the Services performed and expenses incurred through the effective date of termination. To the extent Client terminates this agreement, any licensing arrangements under which Client receives from BDO a license to use, or obtain access to, External Computing Options (as defined below), Client agrees that it will be responsible for all fees and expenses associated with such licenses for External Computing Options through and including the date that is thirty days after date the Client provides such termination notice to BDO.

4. Indemnification and Limitation of Liability. As the Services are intended for Client and not third parties, Client agrees to release, indemnify and hold harmless BDO and its partners, principals, employees, affiliates, contractors and agents (collectively "BDO Group") from and against all claims, liabilities, damages or expenses (including attorneys' fees) of any kind relating to the Services or this agreement, whether arising in contract, statute, tort (including without limitation, negligence) or otherwise (collectively, the "Claims") that are brought by a third party. Client further agrees to release, indemnify and hold harmless BDO Group from all Claims relating to the Services or this Agreement attributable to any misrepresentations made by Client. Except to the extent finally determined to have resulted from BDO Group's fraud or intentional misconduct, BDO Group's aggregate liability to Client for all direct or third-party Claims shall not exceed the amount of fees paid by Client to BDO under this agreement. In no event shall BDO Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages, loss of profits or losses resulting from loss of data, business or goodwill relating to this agreement, regardless of whether BDO has been advised of the possibility of such damages. Client shall bring any Claims related to the Services or otherwise related to this agreement no later than one year after (i) the completion of the Services set forth herein or (ii) if this agreement was terminated prior to completion of the Services, the date this agreement was



terminated. In no event shall the preceding sentence extend any otherwise legally applicable period of limitations on such Claims.

5. **Third-Parties and Use.** All Services and deliverables hereunder shall be solely for Client's use and benefit pursuant to our client relationship. This engagement does not create privity between BDO and any person or party other than Client and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables of BDO hereunder.

6. **BDO Responsibilities.** BDO's Services will not constitute an audit, review, compilation, examination or other form of attest engagement. BDO shall have no responsibility to address any legal matters or questions of law. After completion of the Services, BDO will have no responsibility to update its advice, recommendations or work product for changes or modifications to the law and regulations or for subsequent events or transactions, unless Client separately engages BDO in writing to do so.

7. **Client Responsibilities.** For BDO to remain independent, professional standards require BDO to maintain certain respective roles and relationships with Client regarding the Services. Client understands and agrees that BDO will not perform management functions or make management decisions on behalf of Client. However, BDO will provide advice and recommendations to assist management of Client in performing its functions and fulfilling its responsibilities. In connection with BDO's provision of Services, Client agrees that Client shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by BDO; (b) assign an individual who possesses suitable skill, knowledge and experience to oversee such Services and to evaluate the adequacy and results of such Services; and (c) accept responsibility for the results of such Services.

Because professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Client in the performance of our Services, any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence. Therefore, BDO requests that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

The Client shall not employ or divert any employee or independent contractor of BDO. The obligations imposed by this paragraph shall survive the termination of this Agreement and continue for a period of one year following such termination. As liquidated damages for any breach of the obligations imposed by this paragraph, the Client shall pay to BDO an amount equal to 100% of the annual salary of any employee or 100% of the payments to any independent subcontractor over the most recent 12-month period, payable by BDO to the relevant employee or independent subcontractor at the time of such breach.

8. **Client Materials.** BDO shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by or on behalf of Client, its personnel, representatives, and agents (the "Client Materials") are complete and accurate. Client is responsible for ensuring that all Client Materials provided to BDO may be transferred to BDO and processed in accordance with the terms of this agreement and applicable laws, and that to the extent required thereunder Client has obtained all consents required for BDO's receipt and use of the Client Materials. Client agrees that it will not transmit or make accessible to BDO in any manner personally identifiable information unless reasonably required for BDO's performance of the Services. BDO will not audit or otherwise verify the accuracy or



completeness of the data you submit, although we may need to ask you for clarification of some of the information. Client shall be responsible for maintenance and retention of its records. Unless otherwise agreed to by the parties, BDO shall not assume any responsibility for any financial reporting with respect to the Services.

9. **Ownership of Working Papers.** In connection with the performance of the Services, we will prepare records and deliverables as set forth above. We also will prepare documents that support our work and include items such as work programs and analyses that do not constitute part of Client's records ("Working Papers"). The Working Papers prepared pursuant to this agreement are the property of BDO. The Working Papers constitute confidential, proprietary, and trade secret information, and will be retained by BDO in accordance with our policies and procedures and all applicable laws.

10. **Additional Fees and Expenses.** The amount of our fees is based upon the expectation that certain information and assistance will be received by BDO in a timely manner from Client as set forth in this agreement. If BDO believes an additional fee is required as the result of the failure of Client to meet any of these requests for information or for any other reason, BDO will inform you in a timely manner.

Our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due upon receipt. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of 1.0% per month or the maximum amount permitted by law. If an account has fees that are not paid in a timely manner, we then reserve the right to suspend our Services, terminate the licensing arrangements under which you receive a license to use, or suspend your access to, External Computing Options provided through BDO, withhold delivery of any deliverables, or withdraw from this engagement entirely. If any collection action is required, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

11. **Assignment and Sole Recourse.** In performing the Services hereunder, BDO may assign its rights to perform a portion of the Services to, and may engage, the service of entities owned in whole or in part by BDO ("Affiliates"), members of the BDO Alliance USA (a nationwide association of independently-owned local and regional accounting, consulting and service firms, ("Alliance Firms"), independent member firms of the international BDO network ("Member Firms"), and independent contractors, including but not limited to parties who render auxiliary services ("Contractors" and, together with Affiliates, Alliance Firms and Member Firms, collectively, "Third-Party Service Providers." If a Third-Party Service Provider is utilized or assignment is made, Client agrees that, unless Client contracts directly with the Third-Party Service Provider, substantially all of the applicable terms and conditions set forth in the agreement, shall apply to the Third-Party Service Provider. BDO agrees that it shall not permit the Third-Party Service Provider to perform any work relating to the Services until the Third-Party Service Provider agrees to be bound by the applicable terms and conditions of this agreement. BDO further agrees that it will remain primarily responsible for the Services, unless Client and BDO agree otherwise, and BDO will ensure that the work of the Third-Party Service Provider is performed in accordance with this agreement. Although applicable privacy laws may vary depending on the jurisdiction and may provide less or different protection than those of Client's home country, BDO requires Third-Party Service Providers to agree to maintain the confidentiality of Client's information and observe BDO's policies concerning any confidential client information that BDO provides to Third-Party Service Providers. To the extent you have any Claims against a Member Firm that is a Third Party Service Provider in any way arising from,



in respect of or in connection with the Services or this agreement, you agree that you shall bring such Claim(s) against BDO instead of such Member Firm, except to the extent finally judicially determined to have resulted from the fraud or intentional misconduct of such Member Firm. A Member Firm may enforce any limitations or exclusions of liability available to BDO under this agreement.

Without our prior written consent, Client may not assign this agreement except to a party that acquires substantially all of your assets and operations.

12. **Dispute Resolution.** Any dispute or claim between you and BDO arising out of or relating to this agreement or a breach of this agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud or claims based in whole or in part on any other common-law, statutory, regulatory, legal or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness or scope of this arbitration agreement. The arbitration panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court. The place of arbitration shall be the city in which the BDO office providing the majority of the Services involved is located, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and this agreement shall be governed by the provisions of the laws of the State of New York (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflict of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to this agreement.

The parties to this agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.



13. Conflicts of Interest. BDO is not aware of any conflicts of interest with respect to any of the names Client has provided. BDO is not responsible for continuously monitoring other potential conflicts that could arise during the course of the engagement, although we will inform Client promptly should any come to our attention. We reserve the right to resign from this engagement at any time if conflicts of interest arise or become known to us. Additionally, our engagement by Client will in no way preclude us from being engaged by any other party in the future. Notwithstanding anything contained in confidentiality provisions set forth herein, BDO shall be permitted to disclose that it is engaged to provide the Services to Client under this agreement if BDO in its reasonable professional judgment determines that such disclosure is required in connection with BDO's provision of services on behalf of other clients of BDO, including, without limitation, professional services engagements under which BDO personnel act as professionals in legal proceedings that require disclosures, arbitrators in post-acquisition disputes or act as expert witnesses.

14. Power and Authority. Each of the parties hereto has all requisite power and authority to execute and deliver this agreement and to carry out and perform its respective obligations hereunder. This agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

15. Subpoenas. If Client requests BDO to object to or respond to, or BDO receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request for, or legal process for the production of, documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with Client, you agree to compensate us for all time BDO expends in connection with such response, at our standard rates, and to reimburse BDO for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

16. Email Communications. BDO disclaims and waives, and the Client releases BDO from all liability for the interception or unintentional disclosure of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted or received by BDO in connection with the performance of the Services.

17. External Computing Options. If, at the Client's request, any member of the BDO Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote access, third party software and/or file sharing options (collectively "External Computing Options"), that are outside of BDO's standard security protocol, the Client acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, BDO Group disclaims, and the Client agrees to release BDO Group from, and indemnify BDO Group for, all liability arising out of or related to the use of such External Computing Options.

18. Electronic Transmissions. This agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this agreement and all other persons or entities required by law. An electronically transmitted signature to this agreement will be deemed an acceptable original for purposes of consummating this agreement and binding the party providing such electronic signature.



19. Severability. If any portion of this agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this agreement shall remain in full force and effect.

20. Independent Contractor. BDO is providing the Services to Client as an independent contractor bound by the terms hereof to perform the Services pursuant to the Client's instructions. BDO's obligations to Client are exclusively contractual in nature. This agreement does not create any agency, employment, partnership, joint venture, trust, or other fiduciary relationship between the parties. Neither BDO nor Client shall have the right to bind the other to any third party or otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.

21. Confidentiality. Each of the parties hereto shall treat and keep all the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, agents or its legal or other advisors, provided that they have: (i) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this agreement and (ii) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or has commercial value in the party's business and is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena or court order; or (e) independently developed by the Receiving Party. If BDO is providing tax services for the Client, in no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for: (y) copies retained in work paper files retained to comply with a party's professional or legal obligations; and (z) such Confidential Information retained in accordance with the Receiving Party's normal data back-up procedures.

22. Restricted Federal Data. The parties agree that the Services are not intended to involve the processing of Restricted Data, defined as data subject to laws, regulations or government-wide policies that require safeguarding or dissemination controls, including the Federal Acquisition Regulations ("FAR"), the Defense Federal Acquisition Regulation Supplement ("DFARS"), the International Traffic in Arms Regulation ("ITAR"), the Export Administration Regulations ("EAR"), and the Arms Export Control Act ("AECA"). For clarity, and without limiting



the foregoing, controlled unclassified information ("CUI") shall be included in the definition of Restricted Data. Client shall not provide or otherwise make available Restricted Data to BDO unless expressly agreed to in advance in writing by BDO. If Client becomes aware that any known or suspected Restricted Data will be or has been disclosed to BDO by Client or otherwise in connection with the Services, Client will immediately notify BDO in writing to regulatedgovtdata@bdo.com and will cease any further transfer of such data unless and until BDO expressly agrees in writing. Client will fully cooperate with BDO in the investigation of and response to any known or suspected Restricted Data that Client has disclosed to BDO notwithstanding the foregoing. Client further agrees that it will be responsible for all fees, costs and expenses associated with processing of Restricted Data, including without limitation additional fees, costs and expenses related to compliance with obligations with respect to such Restricted Data.

23. **Intellectual Property.** BDO shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the disclosure of any of Client's Confidential Information (as defined above). BDO shall be entitled to all protections afforded under State and Federal statutory or common law with respect to any report, computer program (source code and object code) or programming and/or material documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, tape, license, listing, invention, record, development frameworks, code libraries, best practices, general knowledge, skills and experience, or other materials preexisting the execution of this agreement ("BDO Intellectual Property"). Unless otherwise specifically stated in this agreement, the reproduction, distribution or transfer, by any means or methods, whether direct or indirect, of any of BDO's or its agents' Intellectual Property or proprietary information by the Client is strictly prohibited.

24. **Licensing Representation.** To the extent necessary for BDO to perform its obligations described herein, Client represents and warrants that it will obtain, maintain and comply with all of the licenses, consents, permits, approvals and authorizations that are necessary to allow BDO and its employees, contractors and subcontractors to access and use the services or software provided for the benefit of Client under Client's third-party services contracts, licenses or other contracts granting Client the right to access, use or receive services or software (each a "Licensing Representation"). Upon BDO's request, Client will provide BDO any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). Client hereby releases BDO Group from all claims and liabilities resulting from (i) BDO's reliance on a Licensing Representation and (ii) the functionality of any third-party software or services used or accessed by BDO.

25. **Non-CPA Notice Requirement.** BDO is owned by professionals who hold CPA licenses. Depending on the nature of the Services being provided, from time to time non-CPA personnel may be involved in providing certain Services hereunder.

26. **Entire Agreement.** This agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties.



Please acknowledge your acceptance of the foregoing by signing and returning a copy of this agreement to Brian Alten.

If you have any questions, please contact me. We look forward to working with you.

Very truly yours,

Brian Alten, CPA
Partner
BDO USA, LLP

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this agreement on behalf of the Client set forth below for whom the authorized signatory is executing this agreement. The authorized signatory represents that this agreement constitutes the legal, valid and binding obligation of the Client set forth below for whom the authorized signatory is executing this agreement and is enforceable against the Client in accordance with its terms and conditions.

Accepted and Agreed to by:

Glassboro Housing Authority

By:

Print Name: Ms. Kimberly Gober

Print Title: Executive Director

(Please sign and return to us one copy; retain a copy for your files)

The Data Privacy Policy for BDO USA, LLP and its subsidiaries is located at <https://www.bdo.com/legal-privacy/client-data-privacy-policy>. If you have questions about this Privacy Policy, please contact us at privacy@bdo.com.

RESOLUTION #2023-22
RESOLUTION AUTHORIZING
PARTICIPATION IN SOURCEWELL,
A NATIONAL COOPERATIVE PURCHASING SYSTEM
PURSUANT TO N.J.S.A. 52:134-6.2

WHEREAS, N.J.S.A. 52:134-6.2 permits the Housing Authority of the Borough of Glassboro (GHA) to utilize cooperative contracts as a method of procurement; and

WHEREAS, SOURCEWELL qualifies as a National Cooperative pursuant to N.J.S.A. 52:134-6.2; and

WHEREAS, participation in **SOURCEWELL** will provide purchasing options and enhance the ability of the GHA to obtain goods and services at the lowest available cost; and

WHEREAS, there is no cost associated with participation in **SOURCEWELL**.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the Borough of Glassboro that:

- 1. TITLE:** This RESOLUTION shall be known and may be cited as the **SOURCEWELL** Cooperative Purchasing Resolution of the GHA.
- 2. AUTHORITY:** Pursuant to the provisions of N.J.S.A. 52:134-6.2, the Executive Director or his designee is hereby authorized to execute such documents as are necessary for participation in **SOURCEWELL**.
- 3. CONTRACTING UNIT. SOURCEWELL** 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.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 21st day of February 2023 by a vote of 4 in favor, 0 opposed and 0 abstentions.

<u>Commissioners</u>	<u>Motion</u>	<u>Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>	<u>Absent</u>
Jay Lapp			✓			
Edward Hutchinson		✓	✓			
Shirley Anderson						✓
Andrew Halter	✓		✓			

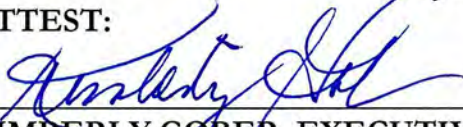
Thuraisingham Mohanakanthan			✓			
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THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO



JAY LAPP, CHAIRMAN

ATTEST:



KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: February 21, 2023

Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

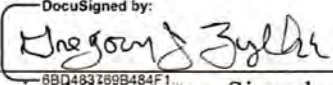
2.9 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.10 The records and documents related to this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

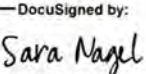
Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

Sourcewell:

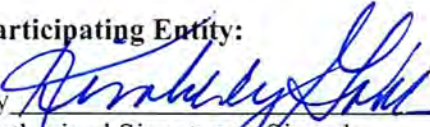
DocuSigned by:
By 
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 8/19/2022 1:09:40 AM CDT

DocuSigned by:
By 
Authorized Signature – Signed

By Sara Nagel
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 8/19/2022 10:35 AM CDT

Participating Entity:

DocuSigned by:
By 
Authorized Signature – Signed

By Kimberly Gober
Name – Printed
Title Executive Director
Date 2/21/23

Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

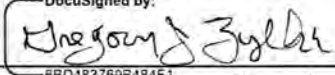
2.9 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.10 The records and documents related to this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

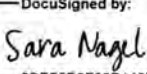
Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

Sourcewell:

By 
DocuSigned by: 6BQ483169B484F1
 Authorized Signature – Signed

By Greg Zylka
 Name – Printed
 Title Sourcewell Board of Directors Chair
 Date 8/19/2022 | 9:40 AM CDT

By 
DocuSigned by: 6BQ483169B484F1
 Authorized Signature – Signed

By Sara Nagel
 Name – Printed
 Title Sourcewell Board of Directors Clerk
 Date 8/19/2022 | 10:35 AM CDT

Participating Entity:

By _____
 Authorized Signature – Signed

By _____
 Name – Printed
 Title _____
 Date _____

TABLED

RESOLUTION #2023-23

RESOLUTION AUTHORIZING EXECUTIVE SESSION

WHEREAS, While the Sen. Byron M. Baer Open Public Meetings Act (OPRA, NJSA 10:4-6et seq.) requires all meetings of the Borough of Glassboro Housing Authority 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 Borough of Glassboro Housing Authority 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 February 21st, 2023, 5:00 P.M. and;

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

- 1) **“Any matter which, by express provision of Federal law, State statute 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 Borough of Glassboro Housing Authority 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 Borough of Glassboro Housing Authority will go into Executive Session for only the above stated reasons;

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

BE IT FURTHER RESOLVED that the Secretary, on the next business day following this, 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 BOROUGH OF GLASSBORO HOUSING AUTHORITY AT IT'S PUBLIC MEETING HELD ON FEBRUARY 21, 2023.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 21st day of February 2023 by a vote of ____ in favor, ____ opposed and ____ abstentions.

<u>Commissioners</u>	<u>Motion</u>	<u>Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>	<u>Absent</u>
Jay Lapp						
Edward Hutchinson						
Shirley Anderson						
Andrew Halter						
Thuraisingham Mohanakanthan						

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

JAY LAPP, CHAIRMAN

ATTEST:

KIMBERLY GOBER, EXECUTIVE DIRECTOR
DATED: February 21, 2023