

RESOLUTION #2023-76

RESOLUTION APPROVING REGULAR MONTHLY EXPENSES

WHEREAS, the Housing Authority of the Borough of Glassboro (GHA) has incurred various financial obligations, and it is the desire of the Board 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;

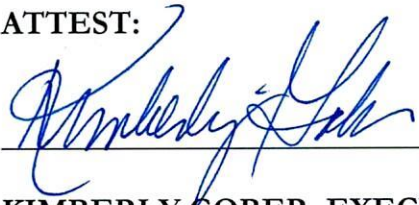
NOW, THEREFORE, BE IT RESOLVED that the Finance Director be and is hereby authorized to pay the monthly bills presented to the Board of Commissioners for consideration on this date.

ADOPTED at a Regular Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 19th day of December 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	✓		✓			
Jacob Hines		✓	✓			
Thuraisingham Mohanakanthan						✓

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO


JAY LAPP, CHAIRMAN

ATTEST:

KIMBERLY GOBER, EXECUTIVE DIRECTOR
DATED: DECEMBER 19, 2023

RESOLUTION #2023-77
RESOLUTION ADOPTING

**THE HOUSING AUTHORITY OF
THE BOROUGH OF GLASSBORO BUDGET FY2024**

JANUARY 1, 2024 TO DECEMBER 31, 2024

WHEREAS, the Annual Budget and Capital Budget/Program for the Glassboro Housing Authority for the fiscal year beginning January 01, 2024 and ending December 31, 2024 has been presented for adoption before the governing body of the Glassboro Housing Authority at its open public meeting of December 19, 2023; and

WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget presented for adoption reflects Total Revenues of **\$4,292,745.00**, Total Appropriations, including any Accumulated Deficit, if any, of **\$4,435,900.00**, and Total Unrestricted Net Position Utilized of **\$233,705.00**; and

WHEREAS, the Capital Budget as presented for adoption reflect Total Capital Appropriations of **\$310,000.00** and Total Unrestricted Net Position Utilized of **\$0.00**; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Glassboro Housing Authority at an open public meeting held on December 19, 2023 that the Annual Budget and Capital Budget/Program of the Glassboro Housing Authority for the fiscal year beginning January 01, 2024 and ending December 31, 2024 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

ADOPTED at a Regular Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 19th day of December 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	✓		✓			
Jacob Hines			✓			
Thuraisingham Mohanakanthan						✓

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO


 JAY LAPP, CHAIRMAN

ATTEST:


 KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: DECEMBER 19, 2023

RESOLUTION #2023-78

RESOLUTION DESIGNATING A

PUBLIC AGENCY COMPLIANCE OFFICER (P.A.C.O.) FY2024

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

WHEREAS, the Housing Authority of the Borough of Glassboro is (GHA) deemed a public agency by the State of New Jersey, Department of the Treasury; and

WHEREAS, every public agency is required by law to designate a Public Agency Compliance Officer (P.A.C.O.) in accordance with N.J.A.C. 17:27-3.2; and

WHEREAS, the P.A.C.O. will be the point of contact for all matters concerning implementation & administration of the legal requirements of the Equal Employment Opportunity Monitoring Program & administering contracting procedures pertaining to equal employment regarding both the GHA and its service providers.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the Borough of Glassboro does hereby appoint Kimberly Gober as its Public Agency Compliance Officer for the State of New Jersey, Department of the Treasury.

ADOPTED at a Regular Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 19th day of December 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	✓		✓			
Jacob Hines		✓	✓			
Thuraisingham Mohanakanthan						✓

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO


JAY LAPP, CHAIRMAN

ATTEST:

KIMBERLY GOBER, EXECUTIVE DIRECTOR
DATED: DECEMBER 19, 2023

RESOLUTION #2023-79

RESOLUTION APPOINTING A FUND COMMISSIONER OF
THE NEW JERSEY PUBLIC HOUSING AUTHORITY
JOINT INSURANCE FUND (JIF) FY2024

WHEREAS, the Housing Authority of the Borough of Glassboro is a member of the New Jersey Public Housing Authority Joint Insurance Fund; and

WHEREAS, the bylaws of said Fund require that each member Housing Authority appoint a FUND COMMISSIONER to represent and serve such Authority as its' representative to said Fund; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the Borough of Glassboro does hereby appoint Kimberly Gober as its Fund Commissioner for the New Jersey Public Housing Authority Joint Insurance Fund for the Fund Year 2024.

ADOPTED at a Regular Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 19th day of December 2023 by a vote of 4 in favor, 0 opposed and 0 abstentions.

Commissioners	Motion	Second	Aye	Nay	Abstention	Absent
Jay Lapp			✓			
Edward Hutchinson						✓
Shirley Anderson			✓			
Andrew Halter	✓		✓			
Jacob Hines		✓	✓			
Thuraisingham Mohanakanthan						✓

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO


JAY LAPP, CHAIRMAN

ATTEST:


KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: DECEMBER 19, 2023

RESOLUTION #2023-80

**RESOLUTION APPROVING AND AUTHORIZING THE EXTENSION OF
MANAGEMENT SERVICES AGREEMENT
BETWEEN
THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO AND
THE AFFORDABLE HOUSING CORPORATION OF GLASSBORO AND
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

WHEREAS, the Housing Authority of the Borough of Glassboro (GHA) and the Affordable Housing Corporation of Glassboro (AHCG) have previously entered into a Management Services Agreement (MSA) with the Housing Authority of Gloucester County (HAGC); and

WHEREAS, the MSA sets forth the HAGC’s organizational, managerial, supervisory, coordinating and monitoring functions with regards to the GHA and the AHCG; and

WHEREAS, the GHA, AHCG and HAGC agreed it was in their respective best interests to extend the MSA through December 31, 2024 with an automatic renewal of one (1) year; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the Borough of Glassboro, that said MSA shall be extended until December 31, 2024, with an automatic renewal of one (1) year, subject to necessary revisions and final review by GHA’s solicitor.

ADOPTED at a Regular Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 19th day of December 2023 by a vote of 4 in favor, 0 opposed and 0 abstentions.

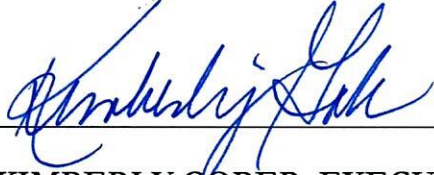
<u>Commissioners</u>	<u>Motion</u>	<u>Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>	<u>Absent</u>
Jay Lapp			✓			
Edward Hutchinson						✓
Shirley Anderson			✓			
Andrew Halter	✓		✓			
Jacob Hines		✓	✓			
Thuraisingham Mohanakanthan						✓

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO



JAY LAPP, CHAIRMAN

ATTEST:



KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: DECEMBER 19, 2023

Management Services Agreement
By and Between
The Housing Authority of Gloucester County
and
The Housing Authority of the Borough of Glassboro

THIS AGREEMENT is made on this 19th day of December 2023 by and between the Housing Authority of Gloucester County (hereinafter "HAGC") and the Housing Authority of the Borough of Glassboro (hereinafter "GHA") (HAGC and GHA may also be referred to herein individually as a "party" and collectively as the "parties").

WITNESSETH

WHEREAS, GHA is a public body corporate established by the Department of Housing and Urban Development (HUD) as an independent federal housing agency administering affordable housing through Rental Assistance Demonstration (RAD), Section 8 Housing Choice Voucher, and Home Support Services Programs; and

WHEREAS, HAGC is a public body corporate established by HUD as an independent federal housing agency administering Public Housing, Section 8 Housing Choice Voucher, Low Income Housing Tax Credits, Section 202 Project Based Rental Assistance, Section 8 New Construction, Section 8 Moderate Rehabilitation, Resident Opportunities for Self Sufficiency (ROSS), Family Self Sufficiency (FSS), and Congregate Services Programs; and

WHEREAS, there is an existing Management Services Agreement between GHA and HAGC which shall expire on December 31, 2023 at the end of the automatic one-year renewal period thereunder; and

WHEREAS, GHA is desirous of the continued and uninterrupted management of its day-to-day operations and assets and GHA desires to retain management services from HAGC; and

WHEREAS HAGC is willing to perform the management services for GHA; and

WHEREAS, GHA has the requisite funds available for this purpose; and

WHEREAS, it is in the best interests of both parties for HAGC to provide management services to GHA as set forth in this Agreement; and

WHEREAS, pursuant to applicable federal and state law, contracts between governmental entities and instrumentalities may be entered into without public advertisement for bids or proposals; and

WHEREAS, this Agreement shall be subject to the approval of HUD, in accordance with the provisions of 24 C.F.R. 1.1, *et. seq.*, and as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. AGREEMENT TO PROVIDE MANAGEMENT SERVICES: HAGC hereby agrees that it shall provide management services and additional services on an as-needed basis for GHA in accordance with the terms and conditions of this Management Services Agreement ("Agreement"). GHA agrees to reimburse HAGC for said services in accordance with the terms and conditions of this Agreement.

2. COMPENSATION: HAGC shall be reimbursed for the services provided hereunder. Notwithstanding any other provisions herein, total payments under this Agreement shall not exceed GHA's budgeted amount without further authorization from GHA. In the event that the contract maximum of GHA's budgeted amount is reached and GHA does not authorize further expenditures, HAGC shall have no further obligation to perform services under this Agreement.

3. SCOPE OF SERVICES: HAGC shall perform the following services:

- a. Carry out the organizational, managerial, supervisory, coordinating and monitoring functions of GHA and its instrumentalities and affiliates (collectively referred to hereinafter as "GHA").
- b. Provide leadership to GHA with respect to the community in the development, rehabilitation, management and maintenance of decent, safe and sanitary affordable housing for residents of GHA, as well as in the development of GHA's other related land uses.
- c. Establish appropriate advocacy relationships with, and act as GHA's primary spokesperson and representative to HUD, local, state and federal elected officials and administrative personnel, resident representatives and organizations and private sector organizations and foundations.
- d. Promote the creation and sustenance of a cohesive functioning community partnership to facilitate housing and development activities.
- e. Advocate through appropriate channels legislative and administrative policies, programs and positions that will advance GHA's housing and redevelopment mandate.
- f. Perform and execute all management duties for GHA according to applicable federal and state statutes.
- g. Take all personnel, management and administrative actions to facilitate the day-to-day operation of GHA.
- h. Coordinate and oversee all functions exercised by HAGC under this agreement.

- i. Make recommendations for plans and policies to correct any managerial deficiencies within GHA.

4. RIGHT TO HIRE OTHERS:

- a. HAGC shall have the right to designate its staff to assist in fulfilling GHA's responsibilities under this Agreement. Compensation for such employees shall be pursuant to the rates indicated on Schedule A attached hereto and incorporated herein by reference.
- b. HAGC shall have the right to employ additional individuals subject to the prior approval of GHA.

5. INDEPENDENT CONTRACTOR: HAGC employees designated to perform services under this Agreement shall be deemed to be independent contractors, as a group and individually, and shall not be deemed to be employees of GHA for any purpose whatsoever. **HAGC and GHA expressly reject any alleged, suggested, or implied joint-employer relationship between HAGC and GHA, with regard to HAGC and/or GHA's employees.**

6. CONTRACT PERIOD AND OPTION TO EXTEND: This Agreement shall be effective January 1, 2024 ("Effective Date") and, subject to HUD Approval, shall continue until December 31, 2024, unless terminated before as permitted in this Agreement. This Agreement shall be automatically renewed for one (1) additional period of twelve (12) months unless written notice is received by HAGC at least sixty (60) days prior to the expiration date. Either party may terminate this Agreement with sixty (60) days advance written notice during the term of this Agreement.

7. BOND AND INSURANCE: On the Effective Date, HAGC shall furnish GHA with a fidelity bond issued by a surety company satisfactory to GHA in the amount of \$1,000,000.00 indemnifying GHA against loss, theft, embezzlement or other fraudulent acts on the part of HAGC or its employees. GHA shall reimburse HAGC for the cost of said bond.

- a. HAGC shall carry such Worker's Compensation insurance as is now or hereafter required by law as to those persons performing services for GHA pursuant to this Agreement.

8. TERMINATION:

- a. This Agreement may be terminated for convenience as follows:
 - 1. By GHA upon sixty (60) days advance written notice to HAGC.
 - 2. By HAGC upon sixty (60) days advance written notice to GHA.
- b. This Agreement shall also be subject to the review and approval of HUD, pursuant to 24 C.F.R. 1.1, *et. seq.* In the event HUD notifies the parties that it has not

approved this Agreement, this Agreement shall be deemed null and void, and shall terminate immediately, unless a specific date of termination is provided by HUD.

- c. In the event that this Agreement is terminated by HUD, GHA will promptly make agreements for providing and/or procuring management services, in accordance with Paragraph 3 of this Agreement. HAGC shall make reasonable, good faith efforts to assist with the transition of such services which shall include, but may not be limited to, the return of all required information, records, keys, and/or property to GHA within thirty (30) days.
- d. In the event HUD requires either party or the parties to revise this Agreement, the parties shall make reasonable efforts and, where necessary, negotiate in good faith, in order to revise this Agreement in accordance with any directives provided by HUD.

9. INDEMNIFICATION AND LIABILITY INSURANCE:

- a. GHA shall indemnify, hold harmless and defend HAGC against all claims that arise out of or result from its performance of this Agreement, except that GHA shall not indemnify HAGC for claims caused by the willful misconduct or gross negligence of HAGC or those hired by HAGC.
- b. GHA at its cost shall obtain an insurance policy for Directors, Officers, and Employees covering HAGC commissioners, officers and employees who perform services pursuant to this Agreement in the amount of \$1,000,000.00 or, in the alternative, HAGC shall be added to the policy of GHA insuring the Directors, Officers and Employees of HAGC.
- c. GHA shall continue, in force, liability insurance coverage naming HAGC and its Commissioners, Officers, and employees as additional insured.
- d. If GHA refuses or fails to obtain and continue such insurance prior to the Effective Date, this Agreement shall be null and void.

10. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PHA, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS:

- a. No member, officer, or employee of HAGC, no member of the governing body of the County of Gloucester or the Borough of Glassboro, and no other public official of such localities who exercises any functions or responsibilities with respect to the project programs during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- b. HAGC warrants that it has disclosed all relevant information and warrants that to the best of its knowledge and belief, it does not have any organizational conflict of interest.

- c. HAGC agrees that if after execution of this Agreement, it discovers an organizational conflict of interest with respect to this Agreement it shall make an immediate and full disclosure to GHA that HAGC has taken or intends to take all actions necessary to eliminate or neutralize the conflict.

11. RECORDS: HAGC shall maintain a comprehensive system of records, books, and accounts in a manner satisfactory to HUD, NJ Department of Community Affairs and GHA. All records, books, and accounts, together with all documents, papers and records of HAGC which relate to the operation of GHA shall be available for examination at reasonable hours by any authorized representative of HUD, the Comptroller General or New Jersey Department of Community Affairs and GHA. HAGC will turn over all records to GHA at the termination of this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, HAGC agrees as follows:

- a. HAGC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. HAGC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity clause.
- b. In the event of HAGC's noncompliance with the Equal Opportunity clause of this Agreement or with any other such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and HAGC may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1966, and such other sanctions may be imposed and remedies invoked as provided in such order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

13. LIMITATION ON EXPENDITURES: Notwithstanding any of the foregoing provisions, the prior approval of GHA will be required for any expenditure related to items or services that are beyond HAGC's Scope of Services, as set forth in Section 3 of this Agreement, or for expenditures that exceed \$5,000. Nothing in this Section shall limit HAGC's authority to make expenditures over \$5,000 under emergent circumstances and where prior approval of GHA would prohibit HAGC's ability to fulfill its obligations under this Agreement. Under such circumstances, HAGC shall provide GHA with any receipts related to the expenditure and a written explanation as to why the expenditure was necessary under this Agreement.

14. NOTICES & APPROVALS: Where notice to a party or the approval of a party is required under the terms of this Agreement, such notice shall be given to and such approval shall be given to and such approval shall be obtained from the following representatives of each party:

Housing Authority of the Borough of Glassboro
Attn: Jay Lapp, Chairman
181 Delsea Manor Drive
Glassboro, NJ 08028

Housing Authority of Gloucester County
Attn: William W. Bain, Jr., Chairman
100 Pop Moylan Boulevard
Deptford, NJ 08096

15. **CONTINGENCIES:** This Agreement shall be subject to the approval HUD.
16. **WAIVER OF NOTICE:** The parties agree that this Agreement is in lieu of the 120-notice provision provided by *N.J.S.A. 10A:12A-18*, and that HAGC expressly waives the benefit of same.
17. **UNIFORM SHARED SERVICES AND CONSOLIDATION ACT:** This Agreement complies with the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1* through *40A:65-35*, providing authority to enter into a contract for joint provision of services.
18. **INTERPRETATION:** This Agreement constitutes the entire agreement between the parties and supersedes all other prior agreements and understandings, both written and oral, between the parties. No changes will be valid unless made in writing and executed by the parties.
19. **SUCCESSORS BOUND:** GHA and HAGC for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.
20. **SEVERABILITY:** In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either party in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.
21. **COMPLIANCE WITH LAWS:** Each party shall comply with all applicable federal, state, municipal, local or department laws, ordinances, rules, regulations and orders in its performance of this Agreement.
22. **GOVERNING LAW:** The parties agree that this Agreement is made and to be performed in New Jersey and that the validity, interpretation, performance and enforcement of all duties, obligations, liabilities and terms of this Agreement shall be governed by and decided in accordance with the laws of the State of New Jersey. The parties agree to submit to the jurisdiction of the Superior Court, State of New Jersey, or, where applicable, to the United States District Court, District of New Jersey, Camden Vicinage.

ATTEST:



**HOUSING AUTHORITY OF THE
BOROUGH OF GLASSBORO**

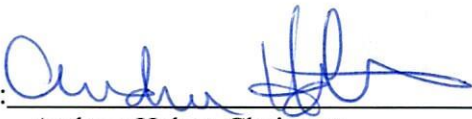
By: 

Jay Lapp, Chairman

ATTEST:



**AFFORDABLE HOUSING
CORPORATION OF GLASSBORO**

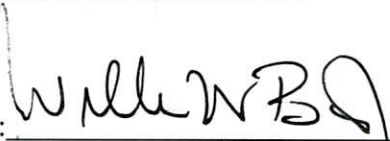
By: 

Andrew Halter, Chairman

ATTEST:



**HOUSING AUTHORITY OF
GLOUCESTER COUNTY**

By: 

William W. Bain, Jr., Chairman

**SCHEDULE A
COMPENSATION**

**Housing Authority of Gloucester County Services (HAGC)
For
Housing Authority of the Borough of Glassboro (GHA)**

1. Monthly, HAGC shall bill GHA for the management services it performs in accordance with this Agreement. Monthly fees charged to GHA shall be based on an hourly rate, which shall be calculated by HAGC in accordance with HAGC's payroll allocation plan, to reflect the services provided by HAGC employees and the associated payroll costs to HAGC. HAGC shall maintain a detailed listing of fees billed to GHA each month, which shall include a breakdown of hourly rates charged for each service performed by HAGC on GHA's behalf.

2. HAGC shall bill GHA additional monthly administrative fees based on the number of units managed. These fees are intended to cover GHA's share of costs, other than the costs described in Section (1) above, which are necessary and reasonable for the performance of the management services in accordance with this Agreement. Such costs shall include but not be limited to rent, electric, software licensing and support (for programs such as Tenmast, WinTen 2+ and Microsoft Office), hosting and data back-up, use of equipment (such as computers, monitors, telephones, copy machines, fax machines), internet, telephone lines, insurance, paper, toner, and postage.

3. For the RAD Program, which currently consists of 104 Project Based Voucher units, HAGC shall bill \$17.00 per unit each month.

4. For the Section 8 Housing Choice Voucher Program, the administrative fee shall be \$10.00 for each unit per month under lease on the 1st of each month as claimed for administrative fee income from HUD through the Voucher Management System.

5. This Schedule may be amended by mutual agreement if the programs operated by GHA and/or number of units being administered changes.

RESOLUTION #2023-81

RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR
SNOW REMOVAL SERVICES
FOR ALL GHA PROPERTIES

WHEREAS, the Housing Authority of the Borough of Glassboro (GHA) has a need for Snow Removal Services at all GHA properties; and

WHEREAS, the GHA has properly requested quotes for such service; and

WHEREAS, the GHA has received one (1) responsible quote for such service from MARKSMEN LANDSCAPING, LLC, in accordance with the quote attached hereto; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the Borough of Glassboro that the contract for Snow Removal Services be and is hereby approved, subject to receipt of required documentation; and

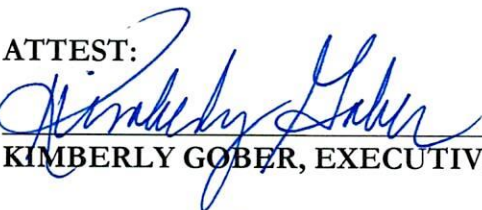
IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute a contract for Snow Removal Services for all GHA properties, in accordance with the quote attached hereto.

ADOPTED at a regular Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 19th day of December 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	✓		✓			
Jacob Hines		✓	✓			
Thuraisingham Mohanakanthan						✓

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO


JAY LAPP, CHAIRMAN

ATTEST:

KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: DECEMBER 19, 2023

TABLED
RESOLUTION #2023-82

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 December 19th, 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 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 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 DECEMBER 19, 2023.

ADOPTED at a Regular Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 19th day of December 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						
Jacob Hines						
Thuraisingham Mohanakanthan						

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

JAY LAPP, CHAIRMAN

ATTEST:

KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: DECEMBER 19, 2023