

RESOLUTION # 2024-01

**RESOLUTION FOR OPEN PUBLIC MEETINGS
AND NEWSPAPERS DESIGNATION**

**THE SOUTH JERSEY TIMES &
THE PHILADELPHIA INQUIRER**

BE IT RESOLVED by the Housing Authority of the Borough of Glassboro (GHA) that in conformance with the Open Public Meetings Act of 1975, this Authority designates the following (2) two newspapers of general circulation in the County of Gloucester as the (2) two newspapers for notification purposes of regular and special meetings of the Board of Commissioner of the GHA:

1. The South Jersey Times, 161 Bridgeton Pike, Mullica Hill, NJ
2. The Philadelphia Inquirer, 100 S. Independence Mall W, Suite 600, Philadelphia, PA 19106.

A copy of this Resolution shall be published as required by law within ten days of its passage.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 22nd day of January 2024 by a vote of 6 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: JANUARY 22, 2024

RESOLUTION #2024-02

ANNUAL SCHEDULE OF MEETINGS

WHEREAS, it is the intention of the Borough of Glassboro Housing Authority to comply with the Open Public Meetings Act of 1975; and

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the Borough of Glassboro that the attached schedule is declared to be the Annual Schedule of Regular meetings of the Borough of Glassboro Housing Authority for the year commencing January 1, 2024. Said schedule is declared in compliance with N.J.S.A. 10:4-18 and shall be posted and distributed in accordance with the requirements of N.J.S.A. 10:4-18.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 22nd day of January 2024 by a vote of 6 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
Jay Lapp, CHAIRMAN

ATTEST:

Kimberly Gober

KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: JANUARY 22, 2024



ANNUAL SCHEDULE OF MEETINGS 2024

All meetings will be held at the Delsea Manor Community Room, located at 181 Delsea Manor Drive, Glassboro, NJ 08028, unless noted.

Attendees may participate in person or via phone.

Phone Access (856) 930-7416 Meeting ID 126 838 823#

JANUARY ANNUAL MEETING	TUESDAY JANUARY 22ND, 2024
FEBRUARY Whitney Gardens Community Room 28 Williams St., Glassboro	TUESDAY FEBRUARY 20TH, 2024
MARCH	TUESDAY MARCH 19TH, 2024
APRIL Whitney Gardens Community Room 28 Williams St., Glassboro	TUESDAY APRIL 16TH, 2024
MAY	TUESDAY MAY 21ST, 2024
JUNE Whitney Gardens Community Room 28 Williams St., Glassboro	TUESDAY JUNE 18TH, 2024
JULY	TUESDAY JULY 16TH, 2024
AUGUST NO MEETING	
SEPTEMBER Whitney Gardens Community Room 28 Williams St., Glassboro	TUESDAY SEPTEMBER 17TH, 2024
OCTOBER	TUESDAY OCTOBER 15TH, 2024
NOVEMBER Whitney Gardens Community Room 28 Williams St., Glassboro	TUESDAY NOVEMBER 19TH, 2024
DECEMBER	TUESDAY DECEMBER 17TH, 2024
JANUARY 2025 ANNUAL MEETING	TUESDAY JANUARY 21ST, 2025

RESOLUTION #2024-03

RESOLUTION NAMING OFFICIAL DEPOSITORY

FULTON BANK

WHEREAS, it is necessary for the proper conduct of business that an official depository for the Housing Authority of the Borough of Glassboro be designated and named; and

WHEREAS, Fulton Bank, located at 100 Park Ave, Woodbury, New Jersey, 08096 is an approved banking corporation; and

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the Borough of Glassboro that the Fulton Bank, 100 Park Ave, Woodbury, New Jersey, 08096, be and the same is hereby designated as an official depository of the Housing Authority of the Borough of Glassboro and that sums so deposited may be withdrawn upon a check, draft, or order of the Housing Authority of the Borough of Glassboro for the public housing operating account (used for capital payments), payroll account, RAD operating account, AHCG operating account, AHCG security deposit account and other accounts; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be duly delivered to the proper officers of the Fulton Bank, as evidence of the Bank's authority to act in accordance herewith.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 22nd day of January 2024 by a vote of 6 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
Jay Lapp, CHAIRMAN

ATTEST:

Kimberly Gober
KIMBERLY GOBER, EXECUTIVE DIRECTOR
DATED: JANUARY 22, 2024

RESOLUTION #2024-04

RESOLUTION TO AUTHORIZE

ELECTRONIC FUNDS TRANSFERS (EFT)

WHEREAS, in accordance with the New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Notice 2018-13, it is necessary to document authorization to engage in Electronic Funds Transfers (EFT).


WHEREAS, in conjunction with the adoption of the Check Signing Authorization Policy, the Borough of Glassboro Housing Authority is required to designate the individuals who are authorized to initiate and authorize electronic funds transfers.

1. With respect to the use of EFT for the payment of Housing Assistance Payments pursuant to Housing Assistant Payments Contracts, the Section 8 Supervisor shall be the initiator and the Finance Director shall be the authorizer. For any transfers initiated by the Finance Director, the Executive Director shall authorize the transfer. In the event that the Executive Director is unavailable, the transfer shall be authorized by the Executive Assistant.
2. With respect to the use of EFT for vendors, the Accounts Payable Technician shall be the initiator and the Executive Director shall be the authorizer. The authorization is evidenced by signature on the payment voucher and on the Direct Deposit Bank Report. In the event that the Executive Director is unavailable, the transfer shall be authorized by the Executive Assistant.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 22nd day of January 2024 by a vote of 6 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: JANUARY 22, 2024

RESOLUTION #2024-05
RESOLUTION AUTHORIZING CONTRACTS WITH
APPROVED STATE CONTRACT VENDORS
FOR CONTRACTING UNITS PURSUANT TO N.J.S.A. 40a:11-12a

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

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

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

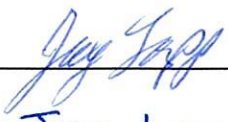
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners authorize the Purchasing Agent to purchase certain goods or services from those approved State contracts, pursuant to all conditions of the individual contracts; and

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

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 22nd day of January 2024 by a vote of 6 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: JANUARY 22, 2024

RESOLUTION #2024-06
RESOLUTION AUTHORIZING CONTRACTS WITH
APPROVED NATIONAL CONTRACT VENDORS
FOR CONTRACTING UNITS PURSUANT TO N.J.S.A. 52:34-6.2(b)(3)

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners authorize the Purchasing Agent to purchase certain goods or services from those approved on the national cooperative lists pursuant to all conditions of the individual contracts; and

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

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 22nd day of January 2024 by a vote of 6 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
Jay Lapp, CHAIRMAN

ATTEST:

Kimberly Gober

KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: JANUARY 22, 2024

RESOLUTION #2024-07

**RESOLUTION AUTHORIZING ANNUAL REVIEW OF POLICY
GOVERNING THE FILING OF NOTICES OF TORT CLAIMS IN
ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY TORT
CLAIMS ACT, N.J.S.A. 59:8-6.**

WHEREAS, the New Jersey Tort Claims Act, N.J.S.A. 59:8-6 provides that a public entity may adopt a form to be completed by claimants seeking to file a Notice of Tort Claim against the public entity; and

WHEREAS, the Housing Authority of the Borough of Glassboro (Authority) is a public entity covered by the provisions of the New Jersey Tort Claims Act; and

WHEREAS, on December 16, 2019, the Authority adopted RES#19-60 adopting a Torts Claims Policy; and

WHEREAS, the Authority deems it advisable to conduct an annual review of policy governing the filing of Notices of Tort Claims and the Notice of Tort Claim form as attached hereof.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the Borough of Glassboro, that the attached Policy and Notice of Tort Claim Form be and hereby is adopted as the official Notice of Tort Claim Policy and form for the Authority FY2024; and,

BE IT FURTHER RESOLVED that all persons making claims against the Authority, pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:8-1, et. seq. be required to comply with this policy and complete the form herein adopted as a condition of compliance with the notice requirement of the New Jersey Tort Claims Act.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 22nd day of January 2024 by a vote of 6 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: JANUARY 22, 2024

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

NOTICE OF TORTS CLAIMS POLICY AND FORM

Adopted: 12/2019; Rev. 01/2021, 01/2022, 01/2023, 01/2024

If you wish to make a claim against the Housing Authority of the Borough of Glassboro, please read the following information:

GENERAL INSTRUCTIONS: Pursuant to the provisions of the New Jersey Tort Claims Act, this Notice of Tort Claim Policy and Form have been adopted as the official policy and form for the filing of claims against the Housing Authority of the Borough of Glassboro.

The questions are to be answered to the extent of all information available to the Claimant or to his or her attorneys, agents, servants, and employees, under oath. The fully completed Claim Form and the documents requested shall be returned to the:

Executive Director
The Housing Authority of the Borough of Glassboro
C/O The Housing Authority of Gloucester County
100 Pop Moylan Blvd.
Deptford, NJ 08096

NOTE CAREFULLY: Your claim will not be considered filed as required under the New Jersey Tort Claims Act until this completed form has been filed with the Housing Authority of the Borough of Glassboro. Failure to provide the information requested, including such responses as “to Be Provided” or “Under Investigation” will result in the claim being treated as not being properly filed.

Timely Notices of Claim must be filed within 90 days after the incident giving rise to the claim or you forfeit your right.

This form is designed as a general form for use with respect to all claims. Some of the questions may not be applicable to your particular claim. For example, if your claim does not arise out of an automobile accident, questions regarding road conditions might not be applicable. In that event, please indicate “Not Applicable.”

If you are unable to answer any questions because of a lack of information available to you, specify the reason the information is not available to you. If a question asks that you identify a document, it will be sufficient to furnish true and legible copies. Where a question asks that you “identify all persons,” provide the name, address and telephone number of the person.

If you need more space to provide a full answer, attach supplementary pages, identifying the continuation of the answer with the number of the applicable question.

DEFINITIONS:

"Claimant" shall refer to the person or persons on whose behalf the Notice of Claim has been filed with the Housing Authority of the Borough of Glassboro.

"Documents" shall refer to any written, photographic, or electronic representation, and any copy thereof, including, but not limited to, computer tapes and/or disks, videotapes and other material relating to the subject matter of the claim.

"Person" shall include in its meaning a partnership, joint venture, corporation, association, trust or any other kind of entity, as well as a natural person.

"Public Entity" shall refer to Housing Authority of the Borough of Glassboro, along with any agent, official, or employee of the Housing Authority of the Borough of Glassboro, against whom a claim is asserted by the Claimant.

NOTE: That the questions are divided into sections relating to the claimant, the claim, property damage, personal injury and the basis for the claim against the public entity or public employee.

If the claims involve only property damage, the portion on personal injuries need not be answered. If the claim involves no property damage, then the portion on property damage need not be answered.

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO



Claimant information:

Name:

Address:

Telephone number:

Date of birth:

Social Security number:

Attorney Information (if applicable)

Name:

Address:

Telephone number:

Fax Number:

Send Notice to: ___ Claimant ___ Attorney

INFORMATION ON THE CLAIMANT

1. Provide the following information with respect to the Claimant:
 - ☐ Any other name by which the claimant is known.
 - ☐ Address at the time of the incident giving rise to the claim.
 - ☐ Marital Status (at the time of the incident and current).
 - ☐ Identify each person residing with the claimant and the relationship, if any, of the person to the Claimant.
2. Provide all addresses of the Claimant for the last 10 years, the dates of the residence, the persons residing at the addresses at the same time as the Claimant resided at the address and the relation, of any of the persons to the Claimant.

INFORMATION ON ALL CLAIMS

3. Provide the exact date, time and place of the incident forming the basis of the claim and the weather conditions prevailing at the time.
4. Provide the Claimant's complete version of the events the form the basis of the claim.
5. List any and all individuals who were witnesses to or who have knowledge of the facts of the incident which gave rise to the claim. Provide the full name and address of each individual.

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6. State the names of all police officials and police departments who investigated this incident.
 7. Identify all public entities or public employees (by name and position) alleged to have caused the injury or property damage and specify as to each public entity or employee the exact nature of the act or omission alleged to have caused the injury or property damage.
 8. If you claim that the injury or property damage was caused by a dangerous condition of property under the control of the public entity, specify the nature of the alleged dangerous condition, and the manner in which you claim the condition caused the injury.
 9. If you allege a dangerous condition of public property, state the specific basis on which you claim that the public entity was responsible for the condition and the specific basis and date on which you claim that the public entity was given notice of the alleged dangerous condition. **Statements such as "should have known" and "common knowledge" are insufficient.**
 10. If you or any other party or witness consume any alcoholic beverages, drugs or medications within twelve hours before the incident forming the basis of the Claim, identify the person consuming the same and for each person (a) what was consumed, (b) the quantity thereof, (c) where consumed, (d) the names and addresses of all persons present.
 11. If you have received any money or thing of value for your injuries or damages from any person, firm or corporation, state the amounts received, the dates, names and addresses of the payers. Specifically list any policies of insurance, including policy number and claim number, from which benefits have been paid to you or to any person of your behalf, including doctors, hospitals or any person repairing damage to property.
 12. If any photographs, sketches, charts, or maps were made with respect to anything which is the subject matter of the Claim, state the date thereof, the names and addresses of the persons making the maps and of the persons who have present possession thereof. Attach copies of any photographs, sketched, charts or maps.
 13. If you or any of the parties to this action or any of the witnesses made any statements or admissions, set forth what was said; by whom said; the date and place where said; and in whose presence, giving names and addresses of any persons having knowledge thereof.

-
14. State the total amount of your claim and the basis on which you calculated the amount claimed.
 15. Provide copies of all documents, memoranda, correspondence, reports (including police reports), etc. Which discuss, mention or pertain to the subject matter of this claim.
 16. Provide the names and addresses of all persons or entities against whom claims have been made for injuries or damages arising out of the incident forming the basis of this claim and give the basis for the claim against each. Are any of the losses or expenses claimed herein covered by any policy of insurance? () No () Yes For each policy, state the name and address of the insurance company, policy number and benefits paid or payable
 17. Provide copies of all documents, memoranda, correspondence, reports (including police reports), etc. which discuss, mention or pertain to the subject matter of this claim.

PROPERTY DAMAGE CLAIM

Note: If your claim is for property damage only, initial here and proceed directly to the certification section on the next to last page of this form.

☐ **Initials:** _____

18. If your claim is for property damage, attach a description of the property and an estimate of the cost of repair. If your claim does not involve any claim for property damage, enter "None."

- a) Describe the property damage:
- b) The present location and the time when the property may be inspected
- c) Date property acquired
- d) Cost of property \$
- e) Value of property at time of accident \$
- f) Description of damage:
- g) Has the damage been repaired? () No () Yes If so, by whom, when and cost of repairs.

-
- h) Attach each estimate of repair costs to this form.
 - i) Set forth, in detail, the loss claimed by you for property damage.

19. Set forth, in detail, all other items of loss or damages claimed by you and the method by which you made the calculation.

20. The amount of the total claim.

PERSONAL INJURY CLAIMS

- 21. Was any complaint made to the public entity or to any official or employee of the public entity. State the time and place of the complaint and the person or persons to whom the complaint was made.
- 22. Describe in detail the nature, extent and duration of any and all injuries.
- 23. Describe in detail any injury or condition claimed to be permanent.
- 24. If confined to any hospital, state name and address of each and the dates of admissions and discharge. Include all hospital admissions prior to and subsequent to the alleged injury and give the reason for each admission.
- 25. If x-rays were taken, state (a) the address of the place where each was taken, (b) the name and address of the person who took them, (c) the date when each was taken, (d) what each disclosed, (e) where and in whose possession they now are. Include all x-rays, whether prior to or subsequent to the alleged injury forming the basis of the claim.
- 26. If treated by doctors, including psychiatrist or psychologist, state (a) the name and present address of each doctor, (b) the dates and places where treatments were treatments are continuing, the schedule of continuing treatments. Provide true copies of all written reports rendered to you or about you by any doctor whom you propose to have testify on your behalf.

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27. If you have any physical impairment which you allege is caused by the injury forming the basis of your claim and which is affecting your ordinary movement, hearing or sight, state in detail, the nature and extent of the impairment and what corrective appliances, support or device you use to overcome or alleviate the impairment.
 28. If you claim that a previous injury has been aggravated or exacerbated, describe the injury and give the name and present address of each doctor who treated you for the condition, the period during which treatment was received and the cause of the previous injury. Specifically list any impairment, including use of eyeglasses, hearing aid or similar device, which existed at the time of the injury forming the basis of the claim.
 29. If any treatments, operations, or other form of surgery in the future has been recommended to alleviate any injury or condition resulting from the incident which forms the basis of the claim, state in detail (a) the nature and extent of the treatment, operation, or surgery, (b) the purpose thereof and the results anticipated or expected, (c) the name and address of the doctor who recommended the treatments operations or surgery, (d) the name and address of doctor who will administer or perform the same, (e) the estimated medical expenses to be incurred, (f) the estimated length of time of treatments, operation or surgery, period of hospitalization and period of convalescence, (g) all other losses or expenditure anticipated as a result of the treatment, operations or surgery, (h) further if it is your intention to undergo the treatments, operation or surgery, please give an approximate date.
 30. Itemize any and all expense incurred for hospital, doctors, nurses, x-rays, medicines, care and appliances and indicate which expenses were paid by any insurance coverage.
 31. If employed at the time of the alleged injury forming the basis of the claim state (a) the name and address of the employer, (b) position held and the nature of the work performed, (c) average weekly wages for the year prior to the injury, (d) period of time lost from employment, giving dated, (e) amount of wages lost, if any. List any sources of income continuation or replacement, including, but not limited to, workers' compensation, disability income, social security and income continuation insurance.
 32. If other loss of income, profit or earnings is claimed, state (a) total amount of loss, (b) give a complete detailed computation of the loss, (c) the nature and dates of the loss.
 33. If you are claiming lost wages state (a) the date that the employment began, (b) the name and address of the employer, (c) the position held and the nature of the work performed, (d) the average weekly wages. Attach copies of pay stubs or other complete payroll record for all wages received during the year.
 34. Have you received, or agreed to receive, any money from anyone for the damages claimed herein? () No () Yes. If so, set forth the details of such agreement.
 35. Please specify, if known, whether the claims arises out of any of the following:
Any construction activity ____
Any Demolition project ____
Any road project ____

Other____

DOCUMENT REQUEST: Provide all documents identified in your answers to the above questions, including the following:

1. Copies of itemized bills for each medical expense and other losses and expenses claimed.
2. Full copies of all appraisals and estimates of property damage claimed by you.
3. Copies of all written reports of all expert witnesses and treating physicians.
4. A letter from your employer verifying your lost wages. If self-employed, a statement showing the calculation of your claimed lost income.

CERTIFICATION: I hereby certify that the information provided is the truth and is the full and complete response to the questions, to the best of my knowledge. The attached statements, bills, reports and documents are the only ones known to me to be in existence at this time. I am aware that if any statement made herein is willfully false or fraudulent, that I am subject to punishment provided by the law.

Signature of Claimant: _____

AUTHORIZATION FOR RELEASE OF MEDICAL AND HOSPITAL RECORDS

Date: _____

Claimant _____

To Whom It May Concern:

I hereby authorize any and all doctors, hospitals or other medical service facility or its representatives, to release any and all records, reports and other information concerning the treatment of the claimant named herein.

I, (_____) hereby authorize the use and disclosure of my individually identifiable health information and other medical and insurance records. I understand that once disclosed, the information I authorize to be disclosed by said person/facility may be disclosed to others and will no longer be protected by state and federal regulations. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. 1320d and 45 C.F.R. 160-164.

Signature of Claimant _____ Date: _____

(This form must be signed by claimant or the parents of the claimants who are minors.)

All information, records, x-rays, reports or copies thereof relating to my examination, consultation, confinement or treatment and to permit him or her to inspect and make copies or abstracts thereof.

Approximate date of admission to hospital, first examination, treatment of consultation:

A photocopy of this release form, bearing a photocopy of my signature shall constitute your authorization for the release of the information in accordance with the request made to you.

Signature: _____

Date: _____

RESOLUTION #2024-08

**RESOLUTION AUTHORIZING ANNUAL REVIEW OF POLICY
GOVERNING THE INDEMNIFYING COMMISSIONERS AND
EMPLOYEES CONSISTENT WITH N.J.S.A. 59: 10-4**

WHEREAS, N.J.S.A. 59:10-4 empowers the Board of Commissioners of the Housing Authority of the Borough of Glassboro to indemnify its Commissioners and Employees; and

WHEREAS, it is deemed to be in the best interest of the Authority to indemnify the Commissioners and Employees for all reasonable expenses incurred, specifically court costs and all monetary judgments imposed upon him/ her in any action or legal proceeding of a noncriminal nature arising out of or incidental to the performance of the duties of the position or the office held while acting within the scope of their duties; and

WHEREAS, on December 16, 2019, the Authority adopted RES#19-61 adopting an Indemnification Policy; and

WHEREAS, the Authority deems advisable to conduct an annual review of the policy governing the indemnification of Commissioners and Employees consistent with N.J.S.A. 59:10-4, as outlined below.

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

1. It is deemed in the best interest of the Authority to indemnify the Commissioners and Employees while acting within the scope of their duties.
2. For the purpose of this Resolution, unless the context clearly indicates a different meaning, the following words and phrases shall have the meaning set forth:
 - **INSURANCE** – Coverage afforded by insurance policies of every kind whether the premiums be paid by the Authority, the Employee or someone on his/ her behalf.
 - **COMMISSIONER/EMPLOYEE** – Any Commissioner/Employee appointed to or hired by the Authority, respectively, whether, full or part-time.
3. The Authority shall reimburse a Commissioner/Employee for all reasonable expenses incurred, specifically court costs and all monetary judgments imposed upon him/ her in any action or legal proceeding of a noncriminal nature arising out of or incidental to the performance of the duties of the

position or the office held by such Commissioner/Employee. The Authority shall indemnify a Commissioner/Employee for exemplary or punitive damages resulting from the Commissioner/Employee's civil violation of state and/ or federal law if the acts committed by the Commissioner/ Employee upon which the damages are based did not constitute actual fraud, actual malice, willful misconduct or an intentional wrong.

4. The Authority shall not be obligated to provide reimbursement in the following instances:
 - Where the legal proceeding involved a claim or misfeasance or malfeasance in office or a claim of fraud, theft or misappropriation of public funds and the Commissioner/Employee is found liable for the charge.
 - Where the legal proceeding is instigated or brought by the Housing Authority of the Borough of Glassboro against the Commissioner/ Employee.
5. The amount the Authority is obligated to reimburse the Commissioner/ Employee shall be reduced by an insurance coverage payable to the Commissioner/Employee by the net amount (recovery cost) of any money received by the Commissioner/Employee in any counteraction against the person or persons bringing the action against him/ her.
6. A Commissioner/Employee shall not be entitled to indemnification or reimbursement pursuant to this chapter unless, within ten (10) calendar days of the time he/she is served with any summons, complaint, process, notice, demand or pleading, he/ she delivers the original or a copy thereof to the Executive Director. The Commissioner/Employee shall be obligated to cooperate with the Authority in the conduct of his/ her defense. Whenever competent and disinterested legal counsel is available to the Authority through any insurance coverage, the Commissioner/Employee shall be obligated to be represented by such counsel. If the Authority wishes to use the General Counsel of the Authority to defend the action, the Commissioner/Employee shall be obligated to be represented by that attorney unless there is a conflict of interest. The refusal of the Commissioner/Employee to cooperate with the Authority shall terminate the Authority's obligation to reimburse the Commissioner/Employee.
7. If the legal proceeding is terminated by an agreement among the parties, then the Housing Authority shall not be obligated to reimburse the Commissioner/Employee unless the Authority approves the settlement agreement.

8. The Authority may reimburse a Commissioner/Employee for a portion of an expense incurred prior to a final decision in a legal proceeding, but the Authority shall be entitled to wait for a final determination before being obligated to make any final payments.
9. That this Resolution shall take effect immediately and supersede all previous resolutions.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 22nd day of January 2024 by a vote of 6 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
Jay Lapp, CHAIRMAN

ATTEST:

Kimberly Gober
KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: JANUARY 22, 2024

RESOLUTION #2024-09

**RESOLUTION AUTHORIZING ANNUAL REVIEW OF POLICY
RESPECTING REIMBURSEMENT OF AUTHORITY
COMMISSIONER/EMPLOYEES FOR COST OF DEFENDING AGAINST
CIVIL AND/OR CRIMINAL CHARGES**

WHEREAS, on December 16, 2019, the Authority adopted RES#19-62 adopting a Reimbursement Policy for Costs of Defending against Civil and or Criminal Charges; and

WHEREAS, the Housing Authority of the Borough of Glassboro (Authority) deems it advisable to conduct an annual review of said policy; and

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the Borough of Glassboro, that the Authority shall reimburse any Commissioner/Employee for the actual reasonable legal costs of successfully defending against civil and/or criminal charges where such charges result from the performance of the Commissioner's/Employee's duties and the Commissioner/Employee is deemed to have acted in good faith

BE IT FURTHER RESOLVED that the Authority shall reimburse any Commissioner/Employee for the actual reasonable legal costs of successfully defending against civil and/or criminal suits where such suit results from the performance of the Commissioner's/ Employee's duties and the Commissioner/ Employee is deemed to have acted in good faith.

BE IT FURTHER RESOLVED that the Authority shall pay for all legal expenses as incurred in the event the General Counsel advises the Authority that the Commissioner/Employee, in all likelihood, will be found to have acted in good faith.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 22nd day of January 2024 by a vote of 6 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: JANUARY 22, 2024

RESOLUTION #2024-10

RESOLUTION APPROVING REGULAR MONTHLY EXPENSES

WHEREAS, the Housing Authority of the Borough of Glassboro 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;

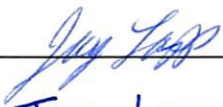
WHEREAS, prior to the Board meeting members of the Board of Commissioners read and reviewed the itemized list of incurred expenses attached hereto and does recommend payment;

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 22nd day of January 2024 by a vote of 6 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: JANUARY 22, 2024

GLASSBORO HOUSING AUTHORITY

FINAL BILL LIST # 2024-01

INTERIM BILLS:

A.	Affordable Housing Corp of Glassboro	\$ 30,612.42
B.	Glassboro RAD Operating	59,391.56

TOTAL INTERIM BILLS: \$ 90,003.98

CURRENT BILLS:

C.	Affordable Housing Corp of Glassboro	\$ 7,463.13
D.	Glassboro RAD Operating	88,325.12

TOTAL CURRENT BILLS: \$ 95,788.25

TOTAL BILL LIST: \$ 185,792.23

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

Summary Check Listing Report

12/20/2023

To

01/15/2024

A

<u>Check #</u>	<u>Check Date</u>	<u>Recipient</u>	<u>Amount</u>
Credit Acct	AFFORDABLE HOUSING CORP OF GLASSBORO		
0000202703	12/27/2023	ATLANTIC CITY ELECTRIC	\$2,155.99
0000202704	12/27/2023	TENANT	\$803.01
0000202705	12/27/2023	ANGELINI, VINIAR & FREEDMAN LLC	\$249.00
0000202706	12/27/2023	ATLANTIC CITY ELECTRIC	\$66.97
0000202707	12/27/2023	COMCAST CORPORATION	\$282.23
0000202709	12/27/2023	TENANT	\$499.02
0000202710	12/27/2023	HOLDEN, DELORES	\$107.72
0000202711	12/27/2023	TENANT	\$1,288.37
0000202712	12/27/2023	LOWE'S HOME CENTERS, INC	\$257.10
0000202713	12/27/2023	VAZQUEZ, MADELINE	\$44.67
0000202714	12/27/2023	VAZQUEZ, MADELINE	\$199.54
0000202715	12/27/2023	R&A FLOORING, LLC	\$4,449.47
0000202716	12/27/2023	TENANT	\$100.00
0000202717	12/27/2023	W.W. GRAINGER, INC.	\$41.72
0000202718	01/04/2024	AFFORDABLE HOUSING CORP OF GLASSBORO	\$8,071.58
0000202719	01/04/2024	IDN HARDWARE SALES	\$656.55
0000202720	01/04/2024	SOUTH JERSEY GAS CO	\$5,129.36
0000202721	01/10/2024	ATLANTIC CITY ELECTRIC	\$209.50
0000202722	01/10/2024	ATLANTIC CITY ELECTRIC	\$1,560.49
0000202723	01/10/2024	ATLANTIC CITY ELECTRIC	\$191.29
0000202724	01/10/2024	ATLANTIC CITY ELECTRIC	\$50.31
0000202725	01/10/2024	ATLANTIC CITY ELECTRIC	\$166.15
0000202726	01/10/2024	BLOCK LINE SYSTEMS LLC	\$236.56
0000202727	01/10/2024	CAMPBELL LOCK AND SAFE INC	\$165.00



Summary Check Listing Report

12/20/2023

To

01/15/2024

<u>Check #</u>	<u>Check Date</u>	<u>Recipient</u>	<u>Amount</u>
0000202728	01/10/2024	CANON SOLUTIONS AMERICA, INC.	\$92.69
0000202729	01/10/2024	COMCAST CORPORATION	\$201.21
0000202730	01/10/2024	HD SUPPLY FACILITIES MAINTENANCE, LTD	\$29.34
0000202731	01/10/2024	SOUTH JERSEY GAS CO	\$3,227.68
0000202732	01/10/2024	VERIZON WIRELESS SERVICES LLC	\$79.90
Total for Credit Acct AFFORDABLE HOUSING CORP OF GLASSBORO			<hr/> \$30,612.42



Summary Check Listing Report

12/20/2023

To

01/15/2024

B

<u>Check #</u>	<u>Check Date</u>	<u>Recipient</u>	<u>Amount</u>
Credit Acct	RAD OPERATING		
0000200495	01/04/2024	HUTCHINSON, EDWARD	\$33.94
0000200496	01/04/2024	HINES, JACOB	\$32.90
0000200497	01/10/2024	BROOKE GROUP LLC	\$1,518.00
0000200498	01/10/2024	COMMUNICATION WORKERS OF AMERICA	\$58.50
0000200499	01/10/2024	HOUSING AUTHORITY OF GLOUCESTER COUNTY	\$57,700.84
0000200500	01/10/2024	SUN LIFE ASSURANCE CO. OF CANADA, INC.	\$47.38
			<hr/>
Total for Credit Acct	RAD OPERATING		\$59,391.56



Summary Check Listing Report

01/16/2024

To

01/16/2024

C

<u>Check #</u>	<u>Check Date</u>	<u>Recipient</u>	<u>Amount</u>
Credit Acct	AFFORDABLE HOUSING CORP OF GLASSBORO		
0000202733	01/16/2024	A.B. RICHARDS INC	\$208.00
0000202734	01/16/2024	AMAZON.COM SERVICES, INC	\$18.67
0000202735	01/16/2024	BERAT CORPORATION	\$104.45
0000202736	01/16/2024	BOROUGH OF GLASSBORO-HIGHWAY	\$143.89
0000202737	01/16/2024	HOFFMAN'S EXTERMINATING CO., INC.	\$711.00
0000202738	01/16/2024	LCIJ, INC.	\$72.00
0000202739	01/16/2024	VERIZON NEW JERSEY INC	\$88.19
0000202740	01/16/2024	WOLFSCHMIDT PLUMBING, HEATING & COOLING	\$1,637.13
0000202741	01/16/2024	AMAZON.COM SERVICES, INC	\$276.14
0000202742	01/16/2024	WOLFSCHMIDT PLUMBING, HEATING & COOLING	\$4,203.66
Total for Credit Acct	AFFORDABLE HOUSING CORP OF GLASSBORO		<u>\$7,463.13</u>



Summary Check Listing Report

01/16/2024

To

01/16/2024

D

<u>Check #</u>	<u>Check Date</u>	<u>Recipient</u>	<u>Amount</u>
Credit Acct	RAD OPERATING		
0000001235	01/16/2024	STATE OF NEW JERSEY	\$340.12
0000200501	01/16/2024	NJPUBLIC HOUSING AUTHORITIES--JIF	\$87,985.00
Total for Credit Acct	RAD OPERATING		\$88,325.12



RESOLUTION #2024-11
RESOLUTION AUTHORIZING PAYMENT FOR
THE NJPHA JOINT INSURANCE FUND (JIF) FY 2024

WHEREAS, the Housing Authority of the Borough of Glassboro has determined and agreed to continue to be a member in the NJPHA Joint Insurance Fund effective January 1, 2024 to December 31, 2024 for the purpose of establishing the following types of coverage:

- 1) Property damage, other than motor vehicle
- 2) General, Auto and Cyber Liability
- 3) Workers' Compensation
- 4) Public Officials Liability/Employment Practices Liability

WHEREAS, the Housing Authority of the Borough of Glassboro has determined that the continued membership in the Joint Insurance Fund is in the best interest of the Authority; and


WHEREAS, the assessed bill FY2024, at a premium of **\$87,985.00** is proper and responsive to the specifications;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the Borough of Glassboro, that payment for NJPHA (JIF) FY 2024 in the amount of **\$87,985.00** is hereby approved, subject to Counsel review and verification.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 22nd day of January 2024 by a vote of 6 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: JANUARY 22, 2024

NEW JERSEY PUBLIC HOUSING AUTHORITY JIF

MEMBER NAME: GLASSBORO HA
MEMBER ID: 407

Invoice #: NJPHA407-2024
Invoice Date: December 12, 2023

JANUARY 2024 PAYMENT DUE:

\$ 87,985.00

PAYMENT DUE BY January 31, 2024

PAYMENT INSTRUCTIONS

1. Make one check for the Total Payment Due, payable to
2. Mail your check to

NEW JERSEY PUBLIC HOUSING AUTHORITY JIF
NEW JERSEY PUBLIC HOUSING AUTHORITY JIF
PO Box 11487
Newark, NJ 07101

3. Payment is due by January 31, 2024

Payments not received by this date are subject to a 18% interest penalty.

Any member of the JIF is permitted to split their assessment billing into two equal installments. However, the due dates will be enforced and an interest penalty applied to any member not submitting their assessment on the due dates. There will be no exceptions to this policy.

The due dates are as follows:

First installment: January 31, 2024

Second installment: June 30, 2024

All members are encouraged to send in their full payment on January 31, 2024

4. If a voucher is required for payment of this invoice, complete one for signature and send it to:

PERMA
9 Campus Drive, Suite 216
Parsippany, NJ 07054

For questions concerning your bill, please call the Fund office at (201) 881 - 7632

ASSESSMENTS & CREDITS DETAIL

2024 Property
General Liability / Auto Liability / Cyber Liability
Workers' Compensation
Public Officials / Employment Practices Liability

Included
Included
Included
Included

Subtotal FY2024 Assessment* \$ 87,985.00

Subtotal Other Assessments/Credits

Total Assessments & Credits \$ 87,985.00

This billing format complies with NJDCA regulation which allows for cap exceptions in certain insurance related items.

* 2024 Total Assessment is as of the Invoice Date above. Additional assessments/credits during the Fund Year will be billed on the next assessment bill.

RISK MANAGEMENT FEES

Fund Year

2024

RMC Fees are NOT included

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of Law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in conjunction with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is reasonable.

Stephen Sacco

Stephen Sacco, Executive Director/Administrator

RESOLUTION #2024-12

**RESOLUTION AUTHORIZING THE HAGC TO
COMPILE, PREPARE AND SUBMIT INFORMATION
IN ACCORDANCE WITH SECTION 8 MANAGEMENT ASSESSMENT
PROGRAM (SEMAP) FYE 2023
SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

WHEREAS, the U.S. Dept. of Housing & Urban Development has formally mandated an annual Section 8 Management and Assessment Program (SEMAP) for each Housing Authority administering a Section 8 Housing Choice Voucher Program in the United States and the criteria for measuring Section 8 performance has been established by HUD under 24 CFR Part 985; and

WHEREAS, the Section 8 Management Assessment Program (SEMAP) is the primary evaluation tool the U.S. Department of Housing and Urban Development (HUD) uses to evaluate performance by each local Housing Authority administering a Section 8 Housing Choice Voucher Program; and

WHEREAS, SEMAP is an annual reporting requirement, due 60 days after the end of the fiscal year; and

WHEREAS, HAGC has been contracted to administer GHA's Housing Choice Voucher Program which includes but is not limited to waiting list administration, initial tenant eligibility and rent determinations, annual and interim reexaminations, inspections, books of account, budgeting and financial reporting, Housing and Urban Development (HUD) reporting and auditing, and such other activities as may be necessary and proper for HAGC to administer the HCV Program;

WHEREAS, the GHA wishes HAGC to assess the Housing Authority of the Borough of Glassboro's Housing Choice Vouchers administration to ensure consistency with HUD's performance criteria under SEMAP requirements; and complete all necessary action to compile accurate and complete information in the preparation of the 2024 FYE 2023 SEMAP report.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the Borough of Glassboro, that the HAGC is authorized to take all necessary actions to compile and assess the information necessary to administer GHA's Housing Choice Voucher program to ensure consistency with HUD's performance criteria under SEMAP requirements.

IT IS FURTHER RESOLVED that the Executive Director, or a designee, has authority to electronically submit the report to the U.S. Department of Housing and Urban Development (HUD), as required.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 22nd day of January 2024 by a vote of 6 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: JANUARY 22, 2024

RESOLUTION #2024-13

**RESOLUTION APPROVING AND AUTHORIZING THE EXTENSION
AND AMENDMENT OF THE
PROPERTY LEASING AND MANAGEMENT AGREEMENT
BETWEEN
THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO AND
THE AFFORDABLE HOUSING CORPORATION OF GLASSBORO**

WHEREAS, in connection with the conversion of the Housing Authority of the Borough of Glassboro's owned and operated units under the RAD Program, the Affordable Housing Corporation of Glassboro finds it essential to renew a Property Leasing and Management Agreement with the Housing Authority of the Borough of Glassboro (the "Agreement"); and

WHEREAS, the aforementioned Agreement must be approved for an extension on an annual basis, and

WHEREAS, both parties have determined that it is in their best respective interest to amend the term of the Agreement, to automatically extend for additional one (1) year period, unless either party delivers written notice of termination to the other at least 60 days prior to the expiration of the term of the Agreement or any extension thereof.

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 renew said Agreement between the Housing Authority of the Borough of Glassboro and the Affordable Housing Corporation of Glassboro to administer Property Leasing and Management Services, subject to minor revisions as may be required by the U.S. Department of HUD.

BE IT FURTHER RESOLVED that the term of the Agreement shall be amended as attached hereto.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 22nd day of January 2024 by a vote of 6 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
Jay Lapp, CHAIRMAN

ATTEST:

Kimberly Gober

KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: JANUARY 22, 2024

PROPERTY LEASING AND MANAGEMENT AGREEMENT

THIS PROPERTY LEASING AND MANAGEMENT AGREEMENT ("Agreement") is made this 22nd day of January 2024, between the Housing Authority of the Borough of Glassboro ("Owner") and the Affordable Housing Corp. of Glassboro, a New Jersey nonprofit corporation ("Agent"), to be effective January 1, 2024 (the "Effective Date"). In consideration herein, the parties hereby agree as follows:

ARTICLE I EXCLUSIVE AGENCY

- 1.1 Employment. Owner hereby employs Agent exclusively to lease, operate, maintain and manage its properties, as identified in the attached Exhibit A, hereinafter referred to individually as "Property" or collectively as "Properties."
- 1.2 Term. The term of this Agreement shall commence on the Effective Date for a term of one (1) year. The term of this Agreement shall automatically extend for additional one (1) year periods, unless either party delivers written notice of termination to the other at least 60 days prior to the expiration of the term of this Agreement or any extension thereof.

ARTICLE II AGENT'S DUTIES AND OBLIGATIONS

Agent hereby acknowledges the following responsibilities, authorities, and duties relative to the Properties, and agrees as follows:

- 2.1 Leasing of Properties. Agent shall use due diligence and reasonable effort to manage the Properties for the period during the term of this Agreement, including providing services for the leasing, operating, and managing of the Properties in a manner consistent with the Owner's requirements, United States Department of Housing and Urban Development ("HUD") regulatory requirements, and all state, regional and/or local laws and ordinances. All lease agreements shall be substantially in the form of a lease prepared by Owner and in compliance with HUD regulatory requirements.
- 2.2. Enforcement of Leases. Agent shall collect when due all rents, charges, and other amounts receivable on Owner's account in connection with the management and operation of each Property. Agent will make reasonably diligent efforts to secure substantial compliance by each tenant with the terms of their lease, and in the event that compliance is not secured, will lawfully terminate any tenancy when, in the Agent's judgment sufficient cause, including, without limitation, non-payment of rent for such termination occurs under such tenant's lease. Any reasonable attorneys' fees and other reasonable and necessary costs incurred in connection with such actions will be paid

from the budget of the Property subject to the lease, or in the event that there are insufficient funds from such budget, by the Owner.

- 2.3 Routine Repair and Maintenance. Agent will maintain each Property in good repair, including cleaning, painting, plumbing, carpentry, ground care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the Owner. Agent shall give special attention to preventive maintenance and, to the greatest extent feasible, use the Owner's regular maintenance employees and/or independent contractors that are assigned to the Property for such preventive maintenance. If the materials or services required to keep any Property in good repair are beyond the scope of the duties performed by the Owner's regular maintenance employees and/or authorized independent contractors assigned to such Property for routine and preventive maintenance, the Agent shall notify the Owner of the need for extraordinary repair and maintenance in accordance with Section 2.4 of this Agreement.
- 2.4 Extraordinary Repair and Maintenance. Upon a determination by the Agent that the materials or services required to keep any Property in good repair and in conformance with applicable laws, regulations, and/or ordinances are beyond the scope of the duties performed by the Owner's regular maintenance employees and/or authorized independent contractors assigned to such Property for routine and preventive maintenance, Agent shall follow the following guidelines regarding such repair or maintenance:
- 2.4.1 If the Agent makes a reasonable determination that the repair or maintenance required for a specific Property will incur a total cost of less than or equal to seventeen-thousand five-hundred dollars (\$17,500.00) for labor, materials or otherwise in connection with the maintenance or repair of the Property, the Agent shall be authorized to purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance or repair without prior approval by the Owner. Expenses associated with such maintenance or repair shall be paid from the budget for the Property or, in the event that there are insufficient funds from such budget, by the Owner. Agent shall follow a Procurement Policy approved by Owner in the procurement of the goods and services necessary to complete such repairs or maintenance.
- 2.4.2 If the Agent makes a reasonable determination that the repair or maintenance required for a specific Property will incur a total cost that exceeds seventeen-thousand five-hundred dollars (\$17,500.00) for labor, materials or otherwise in connection with the maintenance or repair of the Property, the Agent shall notify the Owner in writing of the materials or services required to keep the Property in good repair and in conformance with law. The Owner shall be solely responsible for approving and procuring any expenditure which exceeds seventeen-thousand five-hundred dollars (\$17,500.00) in for labor, materials, or otherwise in connection with the maintenance or repair of any Property; provided, however, that this limitation may be suspended if, in the reasonable discretion of the Agent, the required repairs must be made on an emergent basis to prevent the threat of danger or immediate danger to person or property.

- 2.5 Employees. Owner agrees to designate its staff, and employees, independent contractors, subcontractors, and/or other authorized individuals and entities for the purpose of fulfilling the Agent's responsibilities under this Agreement. The Owner's employees designated to perform services on the Agent's behalf shall be deemed to be independent contractors of the Agent, as a group and separately, and shall not be deemed to be employees of the Agent for any purpose whatsoever. The compensation to be paid to said employees of the Owner shall be paid by the Owner. Said employees shall be included under the Owner's workers compensation policies and coverage, to the extent permissible under New Jersey law. Reports of withholding, social security and all other payroll taxes shall be made by Owner under Owner's account number. Agent shall reimburse Owner for all costs incurred with the employment of said employees through the monthly disbursement to the Owner of Net Project Proceeds as described in Section 5.3 of this Agreement. Owner agrees that such expenses paid to or for personnel will be treated as a Property expense and not as part of any management fee paid to the Agent.
- 2.6 Budget and Property Expenses. Agent shall prepare an annual operating budget for the current or next calendar year of operation of each Property and submit the budget to the Owner for approval. Said operating budget shall be submitted to Owner on or by October of each Calendar Year. Any proposed budget submitted to the Owner by the Agent shall be considered approved by the Owner unless, within sixty (60) days of the date on which such budget is first submitted to Owner, Owner notifies the Agent in writing that Owner disapproves of such budget. If Owner disapproves of any proposed budget, Agent shall continue to use the most recently approved budget until Owner approves a new budget. In the event that the balance in any operating account with regard to any Property or Properties is at any time insufficient to pay any disbursement due and payable under this Agreement or otherwise in connection with the management of the Property, Agent shall notify Owner of the deficiency and Owner will remit to Agent sufficient funds to cover the delinquency within seven (7) days or receiving said notice. In no event shall Agent be required to use its own funds to pay any disbursement or fees in connection with the management of any Property.
- 2.7 Accounts, Books and Records. Agent shall maintain a comprehensive system of accounts, books, and records in a manner satisfactory to Owner. All books of account and business records pertinent to the management of the Properties shall be open to inspection by Owner or its representative, at all times, for the purpose of audit or duplication. All books and records, at all times, shall be the property of Owner. Upon termination of this Agreement, Agent shall promptly deliver all copies of such books and records to Owner.
- 2.8 Contracting Agent. Agent shall be deemed to be a contracting Agent of the Owner. Nothing contained in this Agreement shall be regarded as creating any employer-employee relationship, joint-venture, partnership, shareholder agreement, or the like between the Owner and Agent, other than as set forth in this Agreement.

- 2.9 Agent's Insurance. Agent shall be insured under the terms of insurance policies maintained by the Owner, including:
- 2.9.1 Worker's Compensation. Worker's Compensation Insurance shall be maintained in an amount in compliance with New Jersey law.
- 2.9.2 Liability Insurance. Comprehensive General Liability or Commercial General Liability Form Insurance covering Agent's business operation, written on an occurrence basis with a general aggregate with a minimum limit of One Million Dollars (\$1,000,000.00).
- 2.10 Reports. By the 15th business day of each month or on a mutually agreeable schedule, Agent shall furnish to Owner such reports Owner shall specify, including but not limited to the following:
- (a) monthly occupancy status;
 - (b) monthly rental income delinquency reports;
 - (c) rental collection loss (write-offs) reports; and
 - (d) any other reports as requested by the Owner.
- 2.11 In performing its duties under this Agreement, Agent shall at all times comply with Owner's policies including but not limited to its Administrative Plan and occupancy policies.

ARTICLE III AGENT'S AUTHORITY

Owner hereby provides Agent with the authority and powers set forth below, and agrees to assume the expenses in connection therewith, to take the following actions in accordance with any and all federal, state, regional and/or local laws, rules, regulations, statutes, permits, certificates, decisions, orders, judgments, directives, decrees, codes, guidelines, and/or ordinances ("Applicable Law") of any governmental authority:

- 3.1 Leasing. Where applicable and pursuant to the annual budget, to advertise the availability of the Properties or any part thereof for lease, to display "for lease" signs on the Properties, to organize, manage, supervise and conduct all leasing operation in the ordinary course of business including to sign, renew, extend and/or cancel lease or rental agreements for the Properties, or any part thereof, to screen and qualify and to set such standards for the screening and qualifying of all leases in accordance with the Housing Choice Voucher Administrative Plan and Applicable Law.
- 3.2 Rental Collections. To collect rents and all other revenues due or to become due to Owner and to provide receipts therefore; in the ordinary course of business, to terminate tenancies of all types and to sign and serve in the name of Owner such notices as required; to commence and prosecute all legal actions arising from the enforcement of property leases; to evict lessees and to recover possession of the

Properties or any part thereof; and to recover such rents and other sums due; and, to settle, compromise and release such actions or reinstate such tenancies.

- 3.3 Repairs to Property. Pursuant to Sections 2.3 and 2.4 of this Agreement, to make or cause to be made all necessary repairs and alterations, and to purchase required supplies and materials to the extent funds are available from the revenues of the Property for which such repairs, alterations or purchases is required, and to process invoices to Owner's accounting for the payment of all bills, and accounts and indebtedness relative thereto.
- 3.4 Service Contracts. At the request of the Owner to enter into contracts for the supply of electricity, gas, fuel, water, sanitary sewer, telephone, janitorial services, trash removal and such other services as Owner shall direct and as the Agent, in Agent's reasonable determination, shall deem advisable. Said contracts shall be the obligation of Owner and Owner shall assume the obligations of any contract or agreement so entered into at the termination of this Agreement. Agent is authorized on behalf of the Owner, to open various trade accounts in the name of Owner, or in the name of any or all of the Properties, and to negotiate and enter into contracts and agreements with suppliers, vendors, merchants, repairmen, professionals and the like, in the name of the Owner or any of the Properties, and to disclose, to said suppliers, vendors, merchants, repairmen, professionals, contractors, subcontractors, and the like, that the Agent is acting on behalf of the Properties and/or Owner. All agreements, contracts, accounts and other debts opened or incurred for the benefit of any Property and/or the Owner shall remain the agreement, account, debt, and contract of the Property and/or Owner, during and after the termination of this Agreement, and the Owner shall be and does hereby assume complete responsibility for such obligation incurred on its behalf. These contracts and agreements can be made in the Owner's name or the Agent's name as will be determined on a case by case basis. The procurement of the services will be the responsibility of the Agent.
- 3.5 Vehicles and Equipment. Agent and Agent's employees and/or independent contractors shall have authority to use any and all vehicles and equipment of the Owner situated on a Property or assigned to one or more Properties owned or formerly owned by the Owner and managed by the Agent under this Agreement, so long as such use is reasonably connected with carrying out Agent's duties and obligation under this Agreement. The cost of fuel, insurance, repairs, and maintenance for such vehicles and equipment shall be borne by the Owner and, to the extent that funds are available, charged against the Property or Properties at which such vehicles and equipment are used.
- 3.6 Notifications. Agent agrees to promptly inform Owner of any claims, fines, suits, proceedings, actions or causes of action that Agent has notice of.

ARTICLE IV
OBLIGATIONS OF OWNER

Owner hereby acknowledges the following responsibilities, authorities, and duties relative to the Properties, and agrees as follows:

- 4.1 Owner's Insurance. Owner, at Owner's expense, shall at all times during the term of this Agreement, carry and maintain the following insurance coverage for the protection of Owner and Agent. Agent shall be named an additional insured. At Agent's request, Owner shall furnish Agent with certificates or duplicates of said insurance policy or policies, which shall be issued by companies qualified and authorized to do business within the State of New Jersey.
- 4.1.1 General Comprehensive Liability Coverage. A general comprehensive liability policy covering general liability risks and exposures, including, but not limited to the premises and its operations, blanket contractual, personal injury, operations, maintenance, and use of owned, non-owned or hired automobiles. The limits of which shall be \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage. Such policies shall include Agent as an additional insured.
- 4.1.2 Fire Insurance. Fire, extended coverage, vandalism and malicious mischief insurance in such amounts as it deems appropriate. Owner shall assume responsibility for the replacement and renewal of all such policies, shall make such changes as Owner deems appropriate in connection therewith, and shall supervise the adjustment of any and all losses or claims under such coverage. Agent shall have no obligation to insure the property or any of its operation for any loss, claim and action or secure any kind of fire or extended coverage.
- 4.1.3 Automobile Insurance. Owner shall maintain automobile insurance on any vehicle used in connection with the Properties and the services provided hereunder in an amount sufficient to comply with the laws of the State of New Jersey during such periods of time that this Agreement is in effect.
- 4.1.4 Director's and Officer's/Errors and Omissions Liability. Owner shall maintain Director's and Officer's and Errors and Omissions liability coverage(s) for itself and shall either maintain such policies on behalf of Agent or reimburse Agent for the cost of same in such amounts that are equal to that which it maintains on its own behalf.
- 4.2 Loans, Taxes, Insurance. Owner is solely responsible for taking all steps necessary to: (a) service all loans and mortgages on the Properties; (b) pay all applicable real estate and personal property taxes, licenses, or fees; (c) maintain payroll records and to pay payroll taxes and to make all necessary returns required by Applicable Law; and (d) pay from Owner's funds all insurance premiums associated with policies required by this Agreement or such other insurance policies as may be desired by Owner.

ARTICLE V
COMPENSATION

- 5.1 Consideration. In consideration for the services to be rendered to Owner by Agent under this Agreement, Owner agrees to pay Agent an amount equal to one dollar (\$1.00) annually.
- 5.2 Expenses. In the event a Property does not generate sufficient revenues to cover its expenses, Owner shall remit to Agent, within five (5) days of demand, sufficient funds to meet the obligations as outlined by the terms of this Agreement. Under no circumstances shall Agent be required to advance monies on behalf of Owner.
- 5.3 Payment of Net Cash Proceeds. By the last day of each month, Agent shall furnish Owner with a report of all revenue received or collected and all expenses for the management and maintenance of the Properties for the preceding month. All net cash proceeds, less a cash reserve for each Property in an amount to be agreed upon by Agent and Owner, shall be paid to Owner within ten (10) days business of the delivery of the report.
- 5.4 Prohibition on Compensation. All rebates, discounts, or commissions collected by the Agent, (except a commission pursuant to the terms of this Agreement) or credited to the Agent's use, which relate to the purchasing of supplies or the rendering of services of the Properties, shall be fully disclosed to Owner. The portion of any rebate, discount or commissions allocable to the purchasing of supplies or the rendering of services for any Property shall be credited to the Owner's account.

ARTICLE VI
MISCELLANEOUS

- 6.1 On-Site Management Facilities. At Owner's request, Agent shall maintain a management office within any Property and Owner shall make no rental charge for the same; provided, however, that the cost and expenses associated with such office, including salaries and benefits, shall be charged to such Property or otherwise be the sole responsibility of the Owner.
- 6.2 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.

- 6.3 Parties Bound. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 6.4 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.
- 6.5 Prior Agreements Superseded. This Agreement contains the sole and only agreement of the parties hereto, and supersedes any prior understandings or agreements, whether written or oral, between the parties respecting the within subject matter.
- 6.6 Counterparts. This Agreement and all other copies of this Agreement, insofar as they relate to the rights, duties and remedies of the parties, shall be deemed to be one agreement. This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6.7 Personnel. Pursuant to Section 2.5 of this Agreement, all personnel required to perform property management services for the Owner will be provided by the Owner and shall be compensated by the Owner at the rate authorized in the budget for the property as specified by the Owner.
- 6.8 Compliance with Laws. Agent shall operate and maintain the Properties in compliance with Owner's regulations, all Applicable Laws, and the requirement of any insurance companies covering any of the risks against which such Properties are insured. Without limiting the foregoing sentence, Agent shall: (a) upon request of Owner, contract with a qualified independent contractor to inspect the Properties and prepare an inspection report to determine that the parties are in compliance with Housing Quality Standards or any other such standards promulgated by HUD; (b) promptly notify Owner of the necessity for, and assist the Owner in obtaining and maintaining, and all licenses, permits, or approvals required of Owner by any Governmental Authority in connection with the ownership or operations of the Properties; and (c) ensure that the Properties and the use thereof comply with all applicable requirements of the Owner.
- 6.9 Equal Employment Opportunity: During the performance of this Agreement, the Agent agrees that it 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. The Agent 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.

- 6.10 Hazardous Materials, Toxic Wastes and Asbestos. If during the term of this Agreement, Agent becomes aware of the existence of any substances known to be hazardous, including without limitation, hazardous, waste, lead or lead-based paint, methane gas, oil, radon gas, petroleum or chemical products, asbestos or asbestos-containing materials, any explosive or radioactive substances, or any other substance, material, waste or mixture that is hazardous, toxic, dangerous or regulated or controlled under any Applicable Law (collectively, "Hazardous Materials") at, in, on, under or near any Property, agent shall immediately notify Owner of the condition. Notwithstanding anything contained herein to the contrary, the parties agree that the Owner shall have exclusive control over any issue concerning Hazardous Materials at any Property, and that Owner shall exclusively determine such further course of action with respect to such Hazardous Materials. Agent shall reasonably cooperate with Owner, at no additional fee or cost to Owner, in abating and remedying any Hazardous Materials and in operating any Property so as to eliminate any such Hazardous Materials.
- 6.11 Termination. This Agreement may be terminated and the obligations of the parties hereunder shall, except as otherwise provided in Section 6.14, shall cease, upon the occurrence of any of the following:
- 6.11.1 Owner and Agent shall have the right to terminate this Agreement, in whole or in part, upon the occurrence of any of the following conditions:
- (a) Immediately upon written notice to the other in the event of a sale, transfer, or other disposition of any Property to a third party or the condemnation or destruction of all or a material part of any Property; provided however, that in the event of the sale, transfer, or disposition of only a portion of the Properties, this lease shall remain in full force and effect with regard to the remaining Properties unless the Owner or Agent affirmatively elects to terminate this Agreement as to all Properties in accordance with Section 1.2; or
 - (b) Immediately upon written notice to the other upon failure of the other to reasonably agree as to matters of disclosure, operations, maintenance or remediation procedures in connection with the existence of Hazardous Materials.
- 6.11.2 Owner shall have the option of terminating this Agreement immediately upon written notice as follows:
- (a) Agent fails to deliver or turn over any funds that are required to be delivered to Owner pursuant to the terms of this Agreement and such failure or refusal continues for ten days after written notice thereof, from Owner to Agent;

- (b) Agent (or any representative acting on its behalf) commits gross negligence, willful misconduct, or breach of good faith in the performance of its duties provided for in this Agreement; or
- (c) Agent (or any corporate officer or Agent) is convicted of a felony or of a misdemeanor involving moral turpitude; or
- (d) The Owner may terminate this Agreement whenever its Contracting Officer determines that it is in the Owner's best interest to do so. Any such termination shall be effected by delivery to the Agent of a Notice of Termination, specifying the extent to which the performance of work under this contract is terminated, and the date, which shall not be less than fifteen (15) days, upon which termination becomes effective.

6.11.3 This Agreement may be terminated for convenience by either party upon sixty (60) days advance written notice.

6.12 Exclusiveness of Compensation. The payments to be made to Agent hereunder shall be in lieu of all and further compensation or commissions of any nature whatsoever for the services described herein, and this Agreement shall be considered as a special agreement between the parties hereto covering the appointment and compensation of Agent to the exclusion of any other method of compensation unless otherwise agreed to in writing. Without limiting the foregoing, and except for the compensation expressly set forth in this Agreement, Agent shall not be entitled to any commission, fee or other compensation upon the sale or other compensation upon the sale or other disposition of any or all of any Property.

6.13 Confidentiality. As used herein, the term "Confidential Information" means any information that is acquired by Agent in carrying out its duties under this Agreement. Except as otherwise required by an Applicable Law or court order, or as authorized or permitted by Owner, Agent shall not disclose or permit the disclosure or any Confidential Information to any person or entity other than Owner, Owner's counsel, or to persons designated by Owner's counsel, except as reasonably required to carry out the duties of Agent under this Agreement. Agent shall immediately notify Owner and its authorized agent of any court order or subpoena requiring disclosure of Confidential Information, shall cooperate with Owner's counsel in the in the appeal or challenge of any such order or subpoena, and shall not disclose any Confidential Information pursuant to such court order or subpoena until Owner has exhausted any lawful and timely appeal or challenge that owner elects to file or make. Owner shall be responsible for retaining counsel if Owner decides to appeal or challenge Agent for Agent's reasonable fees and expenses related to the appeal or challenge or upon any such order or subpoena. Owner shall retain all original documents. Upon termination of this Agreement, all information in the possession of Agent relating to the Properties shall be returned to Owner; provided, however, that Agent may retain copies of any information that Agent reasonably considers necessary for Agent's confidential business records. Agent shall take reasonable measures to avoid any unintentional or

inadvertent disclosure of any Confidential Information to any unauthorized party by its employees, agents or attorneys. Agent shall not use any Confidential Information for Agent's own gain, except as specifically permitted by this Agreement. The provisions of this Section shall survive the expiration and termination of this Agreement.

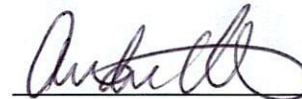
- 6.14 Business Conduct. Agent acknowledges and understands that the maintenance of high standards of honesty, integrity, impartiality and conduct by Agent and its employees and agents is essential to assure the proper performance of business and the maintenance of public confidence in Owner. Agent shall uphold and meet these high standards and use its best judgment to avoid misconduct and conflicts of interest and to require the same of its employees and agents. Agent shall avoid any action which might result in or create the appearance of using its position for private gain, giving preferential treatment to any person, losing complete independence or impartiality, or making unauthorized decisions on behalf of the Owner. Agent shall not take any action that would adversely affect the confidence of the public in the integrity of Owner and shall not engage in conduct prejudicial to Owner, including criminal, dishonest or immoral conduct.
- 6.15 Notices and 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:

Affordable Housing Corporation of Glassboro
Attn: President
181 Delsea Manor Drive
Glassboro, NJ 08028

Housing Authority of the Borough of Glassboro
Attn: Kimberly Gober, Executive Director
100 Pop Moylan Boulevard
Deptford, NJ 08096

AGENT:

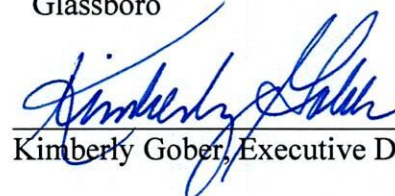
Affordable Housing Corp. of Glassboro



President

OWNER:

Housing Authority of the Borough of
Glassboro



Kimberly Gober, Executive Director

PROPERTY LEASING AND MANAGEMENT AGREEMENT

Agreement Extension Amendment

This Agreement Extension Amendment ("Extension") is dated as of January 22nd, 2024 (the "Effective Date"), between the Housing Authority of the Borough of Glassboro ("Owner") and the Affordable Housing Corp. of Glassboro, a New Jersey nonprofit corporation ("Agent").

Whereas the parties entered into a Property Leasing and Management Agreement on September 18th, 2017 (the "Original Contract").

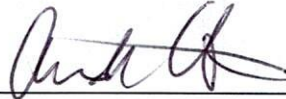
Whereas the Parties hereby agree to extend the term of the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein, each of the parties agree as follows:

"The term of this Agreement shall automatically extend for additional one (1) year periods, unless either party delivers written notice of termination to the other at least 60 days prior to the expiration of the term of this Agreement or any extension thereof."

All other terms and conditions of the Original Contract remain unchanged.

AGENT:

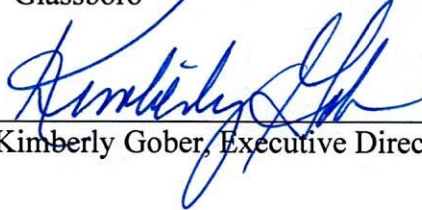
Affordable Housing Corp. of Glassboro



, President

OWNER:

Housing Authority of the Borough of
Glassboro



Kimberly Gober, Executive Director

RESOLUTION #2024-14
RESOLUTION ACKNOWLEDGING AND REVISING
THE PETTY CASH IMPREST FUNDS

WHEREAS, N.J.S.A. 40A: 5-21 authorizes the establishment of a Petty Cash Imprest Fund for various Departments and Programs of the Housing Authority of the Borough of Glassboro (GHA); and

WHEREAS, Petty Cash Imprest Funds have been previously authorized by the Board for the departmental operations for purchase of items/services costing \$50.00 or less to cover small purchases made during a reasonable period; and

WHEREAS, in the interest of sound and efficient operation of GHA it is appropriate that the funds be reauthorized from time to time; and

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the Borough of Glassboro that the Petty Cash Imprest Fund is reauthorized for a maximum account limit of \$300.00.

BE IT FURTHER RESOLVED that in accordance with the Management Agreement between GHA and the Housing Authority of Gloucester County (HAGC), the HAGC has the right to designate its staff to assist in fulfilling the GHA’s responsibilities under this Agreement, therefore, HAGC designates Barbara Nicholson, as GHA’s Petty Cash Custodian.

BE IT FURTHER ACKNOWLEDGED that no item purchased using cash funds shall exceed \$50.00 in cost and the Petty Cash Imprest Fund shall be utilized only for eligible project costs as reference in applicable project regulatory handbooks, Grantee Contracts, and GHA Procurement Policy; and

BE IT FURTHER RESOLVED that all previous Petty Cash Imprest Fund authorizations and allotments are hereby superseded by this resolution.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 22nd day of January 2024 by a vote of 6 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

KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: JANUARY 22, 2024

TABLED
RESOLUTION #2024-15

RESOLUTION AUTHORIZING EXECUTIVE SESSION

WHEREAS, While the Sen. Byron M. Baer Open Public Meetings Act (OPRA, NJSA 10:4-6 et 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 January 22nd, 2024, 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 or 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 JANUARY 21, 2024.

ADOPTED at the Annual Meeting of the Board of Commissioners of the Housing Authority of the Borough of Glassboro; held on the 22nd day of January 2024 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

_____, CHAIRMAN

ATTEST:

KIMBERLY GOBER, EXECUTIVE DIRECTOR
DATED: JANUARY 22, 2024