Resolution # <u>7.%</u> -2012

APPROVING A CONTRACT FOR PEST CONTROL SERVICES at All SHA Sites

WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey desires to award a contract for Pest Control Services at various locations.

AND WHEREAS, the Housing Authority received five proposals for services;

AND WHEREAS, Corbett Exterminating Inc, Cranford, NJ submitted the lowest responsible bid (see attached);

AND WHEREAS, the contract is for the period beginning January 1, 2013 - Dec. 31, 2013;

NOW THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SALEM THAT the Executive Director is authorized to enter into and execute a contract with Corbett Exterminating Inc. from Cranford, NJ.

June Moore
Mohn Cornell Vice Chain Melvin Sorrell
Rev. Dr. Holland Field
Rev. Dr. Elmer Brown, Jr.
Zowl. Sapre
Evelyn Johes
Tyrus Davis
Occan Rozdino Fran Rosario

Date:

Attest:

Paul F. Dice, Secretary

Request for Proposal for Pest Control

Corbett Exterminating

ants and mice) Flat: \$900.00/month Per Unit: \$5.00 Roaches Studio \$40.00 1 Bdrm. \$40.00 2 Bdrms. \$45.00 3 Bdrms. \$50.00 Townhouse 2 Bdrms. \$55.00 4 Bdrms. \$60.00 5 Bdrms. \$65.00 Bed Bugs Studio/1 Bdrm. \$350.00 2 Bdrms. \$400.00 3 Bdrms. \$450.00 4 Bdrms. \$500.00 Studio/1 Bdrm. \$350.00 2 Bdrms. \$400.00 3 Bdrms. \$450.00 4 Bdrms. \$500.00 Bed Bugs - Common Areas (per hour) Per Unit Pricing for Single Units Studio/1 Bdrm. \$1250.00 2 Bdrms. \$1450.00 4 Bdrms. \$1650.00 4 Bdrms. \$1850.00 Per Unit Pricing - 2 or More Units Studio/1 Bdrm. \$1140.00 2 Bdrms. \$11450.00 3 Bdrms. \$1250.00 3 Bdrms. \$1250.00 3 Bdrms. \$1250.00 3 Bdrms. \$1250.00 4 Bdrms. \$1250.00 3 Bdrms. \$1250.00 3 Bdrms. \$1250.00 4 Bdrms. \$1250.00 3 Bdrms. \$1250.00	Preventative (all units) (includes roaches, water bugs,		
Studio	ants and mice)	Flat:	\$900.00/month
1 Bdrm. \$40.00		Per Unit:	\$5.00
2 Bdrms. \$45.00 3 Bdrms. \$50.00 Townhouse 2 Bdrms. \$50.00 Townhouse 2 Bdrms. \$50.00 3 Bdrms. \$55.00 4 Bdrms. \$60.00 5 Bdrms. \$65.00 Bed Bugs Studio/1 Bdrm. \$350.00 2 Bdrms. \$440.00 3 Bdrms. \$450.00 4 Bdrms. \$500.00 Per Unit Pricing for Single Units Studio/1 Bdrm. \$1250.00 2 Bdrms. \$1450.00 3 Bdrms. \$1650.00 4 Bdrms. \$1850.00 Per Unit Pricing - 2 or More Units Studio/1 Bdrm. \$1140.00 2 Bdrms. \$1250.00 3 Bdrms. \$1450.00 3 Bdrms. \$1250.00	Roaches	Studio	\$40.00
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4 Bdrms. \$1850.00 Per Unit Pricing – 2 or More Units Studio/1 Bdrm. \$1140.00 2 Bdrms. \$1250.00 3 Bdrms. \$1450.00		3 Bdrms.	\$1650.00
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3 Bdrms. \$1450.00	Č		•
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		4 Bdrms.	\$1650.00

Resolution #____-2012

APPROVING A CONTRACT FOR LAWN CARE SERVICES at All SHA Sites

WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey desires to award a contract for Lawn Care Services at various locations.

AND WHEREAS, the Housing Authority received four proposals for services;

AND WHEREAS, Myers Lawncare submitted the lowest responsible bid in the amount of \$13,300.00;

AND WHEREAS, the contract is for the period beginning January 1, 2013 – Dec. 31, 2013;

NOW THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SALEM THAT the Executive Director is authorized to enter into and execute a contract with Myers Lawncare.

June Moore

Mchan Smell Vice Chaire

Melvin Sorrell

Rev. Dr. Holland Fields

Rev. Dr. Elmer Brown, Jr.

Sevelyn Jones

Tyrus Davis

Date:

Attest:

Paul F. Dice, Secretary

SALEM HOUSING AUTHORITY RESOLUTION NO. #30-2012 AUTHORIZING EXECUTIVE SESSION

WHEREAS, the Salem Housing Authority has determined that the below issues are permitted by N.J.S.A. 10:4-12(b) to be discussed without the public in attendance shall be discussed during an Executive Session to be held on December 18, 2012 at 3:00 P.M, and

WHEREAS, the relevant exceptions to public meetings set forth in N.J.S.A. 10:4-12(b) are listed below, and after each exception is a space where additional information that will disclose as much information about the discussion as possible without undermining the purpose of the exception shall be written.

"Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining 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. v. New Jersey Expressway Authority, 124 N.J. 478, the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are;

The Salem Housing Authority Executive Director will be advising the Board as to the status of the current internal independent investigation of Isaac Young which began on December 12, 2012.

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

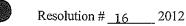
BE IT FURTHER RESOLVED that the Clerk, on the next business day following this meeting, shall furnish a copy of this resolution to any member of the public who requests one at the fees allowed by N.J.S.A. 47:1A-1 et seq.

Mehin Savell June Moore, Chairwoman

Melvin Sorrell, Vice-Chairman

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION APPROVED BY THE BOARD OF COMMISSIONERS OF THE SALEM HOUSING AUTHORITY AT ITS PUBLIC MEETING HELD ON December 18, 2012.

Paul F. Dice, Secretary



Approving the Signatories of the Banking Accounts

Franklin Bank

1005002165 – General Fund Account # 1900002991 – Rental Account

TD Bank

117-9683206 - Section 8 Account # 116-9065106 - Modernization Account

Fulton Bank

1100672284 - General Account

Wells Fargo

#515-5918252 - Security Deposit Account

of the Salem Housing Authority

WHEREAS, the Housing Authority of the City of Salem, a public body created and organized pursuant to and in accordance with the provisions of the laws of the State of New Jersey, has found it necessary to change the signatories of the bank accounts for this organization;

AND WHEREAS, the banks holding these accounts will be:

Franklin Bank TD Bank Fulton Bank Wells Fargo

AND WHEREAS, the following officials in their capacity shall be designated as check signers: (Including facsimiles);

June Moore, Chairperson Melvin Sorrell, Vice-Chairperson Paul Dice, Secretary

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SALEM, that the above individuals be authorized to be check signers. Two officials (one may be facsimiles) must sign all checks that are negotiated through the above banks.

June Moore

Melvin Sorrell

Rev. Dr. Holland Fields

Rev. Dr. Elmer Brown, Jr.

Juan Rosario

Evelyn Iones

Resolution #_17 __-2012

APPROVING A PROFESSIONAL RISK MANAGEMENT CONSULTING SERVICE

WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey has determined that it is in its' financial best interest to secure professional risk management brokerage and insurance services;

NOW THEREFORE, BE IT RESOLVED BY the Board of Commissioners of THE HOUSING AUTHORITY OF THE CITY OF SALEM THAT the Executive Director is authorized to enter into a Risk Management Consultant Agreement with the William R. Mints Agency beginning on December 12, 2012.

June Moore

Tyrus Davis

12/13/19 Attest:

Resolution # _ 2 3 - 2012

Approving the Payment of Bills For the Salem Housing Authority

WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey has incurred bills for the month of **December**, 2012;

AND WHEREAS, the housing authority Commissioners have reviewed the attached list of charges;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SALEM HOUSING AUTHORITY THAT the attached bills are approved for payment and the Executive Director along with the designated Board members are authorized to sign the appropriate checks.

June Moore

Mhi Sand va: Chain
Melvin Sorrell

Leval Halland Fields

Rev. Dr. Holland Fields

Rev. Dr. Elmer Brown, Jr.

Juan Rosario

Souly Jones

Evelyf Jones

Date:

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Resolution # 2 -2012

APPOINTING A FUND COMMISSIONER FOR THE NEW JERSEY PUBLIC HOUSING AUTHORITY JOINT INSURANCE FUND

WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey is a member of the New Jersey Public Housing Authority Joint Insurance Fund; and

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

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Salem Housing Authority does hereby appoint Paul Dice as its FUND COMMISSIOINER for the New Jersey Public Housing Authority Joint Insurance Fund for the Fund Year 2013.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF COMMISSIONERS OF THE SALEM HOUSING AUTHORITY AT A MEETING HELD ON DECEMBER 18, 2012.

June Moore
Mohin Sandl Viez Chairs Melvin Sorrell
Evelyn Ignes
Juan Rosario
Tyrus Davis Lewis Huland
Rev. Dr. Flmer Brown Ir

Date:

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Resolution # 25 -2012

APPROVING A CONTRACTFor Fee Accounting Services

WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey desires to award a contract for "Fee Accounting Services";

AND WHEREAS, a request for proposal was developed and advertised, and two proposals were received;

AND WHEREAS, the lowest responsible bid received was from Tony Polcari & Company, Wayne, NJ, with a bid totaling \$20,400.00;

AND WHEREAS, the contract is for the period beginning January 1, 2013 thru December 31, 2014;

NOW THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SALEM THAT the Executive Director is authorized to enter into and execute a contract with Tony Polcari & Company, Wayne, NJ.

June Moore

Melvin Sorrell

Rev. Dr. Elmer Brown, Jr.

Man all.

Kev. Dr. Honanu Fielus

Juan Rosario

Quelin

Tyrus Davis

Date:

APPROVING A CONTRACT For AUDITING SERVICES

WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey desires to award a contract for Auditing Services.

AND WHEREAS, Fallon & Larson, Certified Public Accounts, submitted the lowest responsible bid in the amount of \$8,920 for fiscal year 2013;

AND WHEREAS, the contract is for the period beginning January 1, 2013 – December 31, 2013;

NOW THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SALEM THAT the Executive Director is authorized to enter into and execute a contract with Fallon & Larson.

June Moore
Maloin Screll Vice Chaire Melvin Sorrell Royal State Ila dan
Rev. Dr. Holland Fields Rev. Dr. Elmer Brown, Jr.
Juhn Rosario
Quely Jones Japas

Resolution #_____-2012

APPROVING A CONTRACT FOR TRASH HAULING SERVICES

WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey desires to award a contract for Trash Hauling Services at various locations.

AND WHEREAS, the Housing Authority received two proposals for services;

AND WHEREAS, Waste Management, Ewing, NJ submitted the lowest responsible bid in the amount of \$42,084.00 for 2013;

AND WHEREAS, the contract is for the period beginning January 1, 2013 - Dec. 31, 2014;

NOW THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SALEM THAT the Executive Director is authorized to enter into and execute a contract with Waste Management from Ewing, NJ.

June Moore

Mobin Sanell Vic.s Chair
Melvin Sorrell

Rev. Dr. Holland Fields

Rev. Dr. Elmer Brown, Jr.

Levelyn Jones

Tyrus Davist

Date:

Attest:

Resolution # 15 -2012

APPROVING A SHARED SERVICES AGREEMENT with the MILLVILLE HOUSING AUTHORITY for Executive Director Management Services

WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey is in need of Executive Director Management Services;

AND WHEREAS, the Housing Authority of Millville is able to provide these services;

NOW THEREFORE, BE IT RESOLVED BY the Board of Commissioners of THE HOUSING AUTHORITY OF THE CITY OF SALEM THAT a Shared Services agreement with the Millville Housing Authority at a contracted rate of \$85,000 per year is now authorized.

June Moore

Melvin Sorrell

Evelyn Jones

Juan Rosario

Tyrus Davis

Rev. Dr. Holland Field

Rev. Dr. Elmer Brown, Jr.

Date: 12/13/12

SHARED SERVICES AGREEMENT FOR EXECUTIVE DIRECTOR AND MANAGEMENT SERVICES BY AND BETWEEN THE HOUSING AUTHORITY OF THE CITY OF SALEM AND THE HOUSING AUTHORITY OF THE CITY OF MILLVILLE

THIS AGREEMENT is made on this <u>Aday</u> of DECEMBER, 2012 by and between The Housing Authority of the City of Salem (hereinafter SHA) and The Housing

Authority of the City of Millville (hereinafter MHA).

PREAMBLE:

WHEREAS, SHA wishes to retain the management services of the MHA Executive Director, Paul F. Dice.

NOW, THEREFORE, the parties agree as follows:

- 1. AGREEMENT TO PROVIDE EXECUTIVE DIRECTOR MANAGEMENT SERVICES, MHA hereby agrees that it shall provide management services for SHA in accordance with the terms and conditions of this Agreement. SHA agrees to reimburse MHA for said services in accordance with the terms and conditions of this Agreement.
- 2. COMPENSATION. MHA shall be reimbursed for the services provided hereunder as follows:

Notwithstanding any other provisions herein, total payments under this contract shall be \$7,083.33 per month to a maximum of \$85,000.00 per annum without further authorization from SHA. In the event that the contract maximum of \$85,000.00 is reached and SHA does not authorize expenditures, MHA shall have no further obligation to perform services under this agreement.

- 3. SCOPE OF SERVICES. MHA shall perform the following services:
 - a. Have Paul Dice serve as the Executive Director of the Salem Housing Authority (SHA) for a period of time to be selected by the SHA Board of Commissioners (Board):
 - b. Make available all of the human resources of the MHA's high performing team as may be required to advance the SHA's goals. This does not include legal services.
 - c. Make available the MHA's experienced Board of Commissioners for consultation to the SHA Board as may be requested by the SHA;
 - d. Work with the SHA Board to develop and maintain policies that are in keeping with federal and state statute, regulation and policy;
 - e. Implement and maintain the policies approved by the SHA Board;
 - f. Safeguard the interests and welfare of SHA residents;
 - g. Safeguard the SHA's employees as well as its physical and financial assets:

- h. Maintain executive responsibility for all of the SHA's operations, including, but not limited to: fiscal, administrative and residential operations:
- i. Prepare and submit such reports as may be required of the SHA by federal, state or local requirement;
- j. Prepare and submit such reports as may be required by the Board;
- k. Serve as the SHA's representative and liaison with any external audience interacting with or impacting the SHA;
- I. Coordinate SHA activities with all federal, state or local agencies;
- m. Maintain standards of performance established for and consistent with the standards of professional practice for executive directors of public housing authorities.

4. RIGHT TO HIRE OTHERS.

- a) MHA shall have the right to designate additional employees of its staff to assist in fulfilling MHA responsibilities under this Agreement. There shall be no additional compensation for such employees.
- b) MHA shall retain the law firm of Robinson & Andujar, LLC to provide landlord/tenant services to the SHA. The services of Robinson & Andujar, LLC shall be billed at the hourly rate of \$155 and the SHA shall pay MHA monthly for those services in addition to the compensation stated in paragraph #2 herein.
- c) MHA shall have the right to employ additional individuals subject to the prior approval of SHA.
- 5. INDEPENDENT CONTRACTOR. MHA employees designated to perform services under this contract shall be deemed to be independent contractors, as a group and separately, and shall not be deemed to be employees of SHA for any purpose whatsoever.
- 6. CONTRACT PERIOD AND OPTION TO EXTEND. The contract shall be effective upon the execution of this Agreement. Either party may terminate the contract with 30 days advance written notice during the term of the contract.
- 7. WORKERS' COMPENSATION INSURANCE. MHA shall carry such Worker's Compensation insurance as is now or hereafter required by law as to those persons performing services for SHA pursuant to this Agreement.
- 8. TERMINATION. This contract may be terminated for convenience as follows:
 - a) By SHA upon thirty (30) days advance written notice to MHA.
 - b) By MHA upon thirty (30) days advance written notice to SHA.
- 9. INDEMNIFICATION AND LIABILITY INSURANCE.

- a) SHA shall indemnify, hold harmless and defend MHA against all claims that arise out of or result from its performance of this Agreement, except that SHA shall not indemnify MHA for claims caused by the willful misconduct of MHA.
- b) MHA at its cost shall obtain an insurance policy for Officers, Directors, and Employees covering MHA employees who perform services pursuant to this Agreement.
- c) MHA shall continue, in force, liability insurance coverage naming SHA and its Officers, Commissioners, and those employees named on Schedule "A", as additional insured.
- 10. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PHA, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS.
 - a) No member, officer, or employee of MHA, no member of the governing body of the City of Millville and no other public official of such localities who exercises any functions or responsibilities with respect to the project programs during his tenure or for one year thereafter, shall have any interest direct or indirect in this contract or the proceeds thereof.
 - b) MHA warrants that it has disclosed all relevant information, and warrants that to the best of its knowledge and belief, it does not have any organizational conflict of interest.
 - c) MHA agrees that if after execution of this Agreement, it discovers an Organizational conflict of interest with respect to this contract it shall make an immediate and full disclosure to SHA that MHA has taken or intends to take to eliminate or neutralize the conflict.
- 11. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, MHA agrees as follows:
 - a) MHA 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. MHA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity clause.
 - b) In the event of MHA noncompliance with the Equal Opportunity clause of this contract or with any other such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and MHA may be declared ineligible for further contracts in accordance with procedures authorized in Executive

Order 11246 of September 24, 1966, and such other sanctions may be imposed and remedies invoked as provided in such order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 12. LIMITATION ON EXPENDITURES. Notwithstanding any of the foregoing provisions, the prior approval of SHA will be required for any expenditure in excess of the compensation stated herein.
- 13. NOTICES; APPROVALS. Where notice to a party or the approval of a party is required under the terms of this Agreement, such notice shall be given to and such approval shall be given to and such approval shall be obtained from the following representatives of each party:
- 14. CONTINGENCIES. This contract shall be subject to the approval of the United States Department of Housing and Urban Development.
- 15. The parties agree that this agreement is in lieu of the 120-notice provision provided by N.J.S.A. 10A:12A-18, and that MHA expressly waives the benefit of same.
- 16. INTERPRETATION, This Agreement constitutes the entire agreement between the parties and no changes will be valid unless made by in writing and executed by the parties.

ATTEST:	HOUSING AUTHORITY OF THE CITY OF SALEM
allian D. Corson	By: Aure Moore
	Chairperson HOUSING AUTHORITY OF THE CITY OF MILLVILLE
allisin D. Corson	By: Doules Brian Tomlin, Chairperson

Resolution # 13 -2012

APPROVING A CLOSED SESSION of the Board of Commissioners on December 12, 2012

WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey desires to convene a closed session for private deliberation in the public interest

AND WHEREAS, the Open Public Meetings Act, Chapter 231 of the Public Laws of 1975 provides that a government body may convene in closed session for private deliberation in certain enumerated instances;

NOW THEREFORE, BE IT RESOLVED BY the Board of Commissioners of THE HOUSING AUTHORITY OF THE CITY OF SALEM THAT:

- 1. The private deliberation of the Board of Commissioners shall be conducted on the subject of:
 - a. The employment of the current Executive Director, Isaac A. Young

June Moore

Matrin Sorrall

Pullyn Jones

- Juan Rosano

Tyrus Davis

Rev. Dr. Holland Field

Pay Dr. Elmar Proum Ir

Resolution # 14 -2012

AUTHORIZING the Suspension of the Salem Housing Authority Executive Director

WHEREAS, THE Salem Housing Authority, a public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey has determined an independent investigation of the Executive Director is warranted;

AND WHEREAS, pending the outcome of this independent investigation the Executive Director should be suspended immediately from his position with pay and benefits, excluding the use of his vehicle and any vehicle allowance;

NOW THEREFORE, BE IT RESOLVED BY the Board of Commissioners of THE HOUSING AUTHORITY OF THE CITY OF SALEM THAT the Executive Director, Isaac A. Young, is hereby administratively suspended from his position with the Housing Authority of Salem.

June Moore

Melvin Sorrel

Evelyn Jones

Juan Rosario

Tyrus Davis

Rev. Dr. Holland Field

Rev. Dr. Elmer Brown, Jr.

Date:

13/13/12