

**ENGLEWOOD HOUSING AUTHORITY**

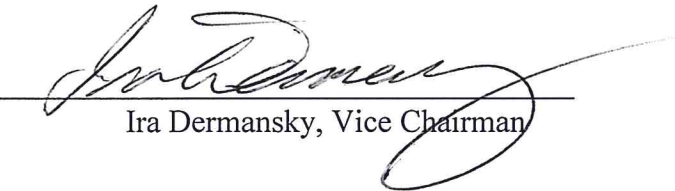
**111 West Street  
Englewood, New Jersey 07631  
Tel.: (201) 871-3451  
Fax: (201) 871-5908**

**RESOLUTION NO. 08- 01- 2016 ( 1 )**

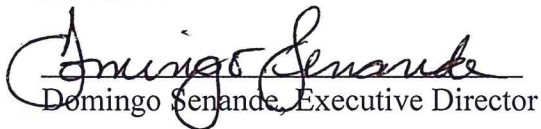
**OFFERED BY:** Commissioner Dermansky  
**SECONDED BY:** Commissioner Aspinwall

**BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING  
AUTHORITY OF THE CITY OF ENGLEWOOD AS FOLLOWS:**

To approve the June 27, 2016 Board Meeting minutes.

  
Ira Dermansky, Vice Chairman

ATTEST:

  
Domingo Senande, Executive Director

Chairman Bruce Kane	<u>Absent</u>
Vice Chairman Ira Dermansky	<u>✓</u>
Commissioner Raymond Aspinwall	<u>✓</u>
Commissioner Raul Correa	<u>✓</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>
Commissioner Carla D. Jones	<u>✓</u>
Commissioner Charles Moche	<u>✓</u>

At the Board Meeting of August 1, 2016 (1) upon roll call of Commissioners present,  
all voted "Aye" and Resolution August 1, 2016 (1) as carried.

ENGLEWOOD HOUSING AUTHORITY  
111 West Street  
Englewood, New Jersey 07631  
Tel.: (201) 871-3451 Fax: (201) 871-5908  
TTY: (201) 871-8951

RESOLUTION NO. 08 – 01 - 16 ( 2 )


OFFERED BY: Commissioner Moche  
SECONDED BY: Commissioner Aspinwall

BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING  
AUTHORITY OF THE CITY OF ENGLEWOOD AS FOLLOWS:

WHEREAS, the Englewood Housing Authority audit per the attached copy was reviewed and was acceptable.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the City of Englewood approve the audit.

BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the City of Englewood approve the audit for the fiscal year ending 2015.

  
Ira Dermansky, Vice Chairman

ATTEST:  
  
Domingo Senande, Executive Director

Chairman Bruce Kane	<u>Absent</u>
Vice Chairman Ira Dermansky	<u>✓</u>
Commissioner Raymond Aspinwall	<u>✓</u>
Commissioner Raul Correa	<u>✓</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>
Commissioner Carla D. Jones	<u>✓</u>
Commissioner Charles Moche	<u>✓</u>

**ENGLEWOOD HOUSING AUTHORITY**  
111 West Street  
Englewood, New Jersey 07631  
Tel.: (201) 871-3451 Fax: (201) 871-5908  
TTY: (201) 871-8951

**RESOLUTION NO. 08 – 01 - 16 ( 3 )**

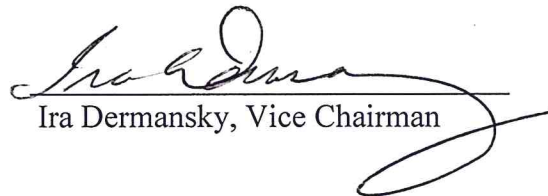
OFFERED BY: Commissioner Moche  
SECONDED BY: Commissioner Aspinwall

**BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING  
AUTHORITY OF THE CITY OF ENGLEWOOD AS FOLLOWS:**

**WHEREAS**, the Englewood Housing Management Services audit per the  
attached copy was reviewed and was acceptable.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of  
the Housing Authority of the City of Englewood approve the audit.

**BE IT RESOLVED**, that the Board of Commissioners of the Housing Authority  
of the City of Englewood approve the audit for the fiscal year ending 2015.

  
Ira Dermansky, Vice Chairman

ATTEST:

  
Domingo Senande, Executive Director

Chairman Bruce Kane	<del>ABSENT</del>
Vice Chairman Ira Dermansky	✓
Commissioner Raymond Aspinwall	✓
Commissioner Raul Correa	✓
Commissioner Jennifer Johnson-Rothman	<del>ABSENT</del>
Commissioner Carla D. Jones	✓
Commissioner Charles Moche	✓

ENGLEWOOD HOUSING AUTHORITY

111 West Street

Englewood, New Jersey 07631

Tel.: (201) 871-3451

Fax: (201) 871-5908

Resolution No. 08-01-16 ( 4 )

RESOLUTION ACKNOWLEDGING THE AUTHORITY'S CONFLICT OF INTEREST  
POLICY

**WHEREAS**, the EHA has adopted a personnel policy on April 28, 2014 which provided a Conflict of Interest Policy for staff; and

**WHEREAS**, the auditor has suggested that said policy be re-adopted for the purpose of making the commissioners aware that they are subject to said policy; and

**WHEREAS**, the Executive Director will have each staff member and each Commissioner of the Housing Authority of the City of Englewood sign the attached Conflict of Interest Policy.

**NOW, THEREFORE, BE IT RESOLVED**, that the attached Conflict of Interest Policy is hereby acknowledged by the Board of Commissioners of the Housing Authority of the City of Englewood, New Jersey.

Motion to adopt Resolution # 08-01-16 ( 4 ) moved by Commissioner Moche  
and seconded by Commissioner Dermansky  
and upon roll call, the vote was as follows:

ROLL CALL:	Kane	Dermansky	Aspinwall	Correa	Johnson-Rothman	Jones	Moche
Yes:		✓	✓	✓		✓	✓
Nays:							
Abstain:							
Absent:		✓			✓		

**Hereby** certify that the above is a true and exact copy of the Resolution adopted by the Board of Commissioners of the Englewood Housing Authority at their Regular Meeting August 1, 2016.

Domingo Senande  
Domingo Senande, Executive Director

Approved as to legal form:

Terrence J. Corrison, Esq.



ENGLEWOOD HOUSING AUTHORITY  
111 West Street  
Englewood, New Jersey 07631  
Tel.: (201) 871-3451 Fax: (201) 871-8951  
TTY: (201) 871-8951

RESOLUTION NO. 08-01-16 (5)

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD  
TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT  
WITH MCNERNEY & ASSOCIATES INC. FOR THE APPRAISAL OF 171-173 MORSE  
PLACE PROPERTY WITH THE INTENTION OF NEGOTIATING A PURCHASE  
PRICE**

Offered by: Commissioner Moche  
Seconded by: Commissioner Dermansky

**WHEREAS**, the Housing Authority of the City of Englewood through its non-profit is interested in purchasing a property in Englewood, New Jersey; and

**WHEREAS**, the property is located at 171-173 Morse Place and it is a one structure building with two separate owners; and

**WHEREAS**, the Director Mr. Senande has been in contact with the owners of the two properties and they have expressed their interest in selling; and

**WHEREAS**, both owners have agreed to have the property appraised by Englewood Housing Management Services, Inc.; and

**WHEREAS**, Mr. Senande recommends that the Englewood Housing Authority hire an appraisal company to appraise the property; and

**WHEREAS**, Mr. Senande did solicit two proposals and it is in the best interest of the Authority to contract **MCNERNEY & ASSOCIATES INC.** to conduct an appraisal for a fee of \$1,500.00 which will include the appraisal report, all out-of-pocket expenses and delivery of the report within 14 days of authorization to proceed; and

**NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of the Housing Authority of the City of Englewood authorizes the Executive Director to enter into a contract with **MCNERNEY & ASSOCIATES INC.** to conduct an appraisal for a fee of \$1,500.00 for the appraisal at 171-173 Morse Place and

**BE IT FURTHER RESOLVED** that legal counsel shall approve the appropriate form of contract.

  
Ira Dermansky, Vice Chairman

Chairman Bruce Kane

Absent

Vice Chairman Ira Dermansky	<u>✓</u>
Commissioner Raymond Aspinwall	<u>✓</u>
Commissioner Raul Correa	<u>✓</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>
Commissioner Carla D. Jones	<u>✓</u>
Commissioner Charles Moche	<u>✓</u>

ATTEST:

Domingo Senande  
Domingo Senande, Executive Director

ENGLEWOOD HOUSING AUTHORITY  
111 West Street  
Englewood, New Jersey 07631  
Tel.: (201) 871-3451 Fax: (201) 871-8951  
TTY: (201) 871-8951

RESOLUTION NO. 08-01-16 (6)

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD  
TO ENTER INTO A CONTRACT WITH MANDELL ENVIRONMENTAL  
CONSULTING FOR A LEAD-FREE CERTIFICATION OF THE TIBBS SENIOR  
CITIZEN BUILDING

Offered by: Commissioner Moche  
Seconded by: Commissioner Jones

**WHEREAS**, the Housing Authority of the City of Englewood is in need of lead evaluation service for the Tibbs Senior Citizen Building; and

**WHEREAS**, Mr. Senande recommends that given the building was built before 1978, it would be appropriate to have the building designated as lead free by the State/HUD; and

**WHEREAS**, Mr. Senande did solicit three price quotes and it is in the best interest of the Authority to contract **MANDELL ENVIRONMENTAL CONSULTING** for their lead evaluation services at an amount of \$2,200.00.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of the Housing Authority of the City of Englewood authorizes the Executive Director to enter into a contract with **MANDELL ENVIRONMENTAL CONSULTING** for their lead evaluation services for the Tibbs Senior Citizen Building; and

**BE IT FURTHER RESOLVED** that legal counsel shall approve the appropriate form of contract.

  
Ira Dermansky, Vice Chairman

Chairman Bruce Kane	<u>Absent</u>
Vice Chairman Ira Dermansky	<u>✓</u>
Commissioner Raymond Aspinwall	<u>✓</u>
Commissioner Raul Correa	<u>✓</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>
Commissioner Carla D. Jones	<u>✓</u>
Commissioner Charles Moche	<u>✓</u>

ATTEST:

  
Domingo Senande, Executive Director

### Lead-free Certification Price Quotes

COMPANY	QUOTE
Environscience Solutions, Co. 28 North Day Street, Suite 111 (1st Floor) Orange, New Jersey 07050	\$16,200.00
Tadco Engineering & Environmental Services, LLC 59A Bleeker Street Jersey City, New Jersey 07307	\$3,950.00
<b>Mandell Environmental Consulting</b> <b>409 Minnisink Road, Suite 102</b> <b>Totowa, New Jersey 07512</b>	<b>\$2,200.00</b>



RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD OF ONE OR MORE SERIES OF HOUSING REVENUE BONDS (RENTAL ASSISTANCE DEMONSTRATION PROJECT), SERIES 2016, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,000,000, AND AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF AGREEMENTS AND RELATED INSTRUMENTS AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

ADOPTED: AUGUST 1, 2016  
RESOLUTION NO. 08-01-16 ( 7 )

OFFERED BY: Commissioner Jones · SECONDED BY: Commissioner Aspinwall

WHEREAS, the Housing Authority of the City of Englewood (the "Authority") is a public body corporate and politic, constituting an instrumentality of the State of New Jersey (the "State"), created by the City of Englewood (the "City") pursuant to the provisions of the Housing Authorities Law, Chapter 67 of the Pamphlet Laws of 1950, codified at N.J.S.A. 55:14A-1 *et seq.*, repealed and replaced by the Local Redevelopment and Housing Law, under Chapter 79 of the Pamphlet Laws of 1992, as amended and supplemented, and codified at N.J.S.A. 40A:12A-1 *et seq.* (the "Act");

WHEREAS, the Authority owns and operates residential rental public housing projects, for which it has received approval from the United States Department of Housing and Urban Development ("HUD") to convert to Authority owned and operated multifamily housing under the Rental Assistance Demonstration program, P.L. 112-55 (2012) ("RAD"), administered by HUD;

WHEREAS, the Act authorizes the Authority to issue bonds, notes or other obligations (N.J.S.A. 40A:12A-16(5) and -29);

WHEREAS, in furtherance of the purposes of the Act, and in order to comply with the RAD program, the Authority proposes to issue one or more series of bonds, notes or other obligations in an aggregate principal amount not to exceed \$1,000,000 (the "Bonds") and to apply the proceeds of the Bonds (i) to finance capital improvements and a capital replacement reserve to the Vincente K. Tibbs Senior Citizen Building, which is a housing project that is subject to the RAD program, and (ii) pay costs of issuance in connection therewith (collectively, the "Project"); and

WHEREAS, the Bonds, when issued, will be special and limited obligations of the Authority, and neither the City, nor any political subdivision thereof (other than the Authority, but solely to the extent of the Trust Estate (as defined in Section 2 hereof)), will be obligated to pay the principal or redemption price of, or interest on, the Bonds, and neither the faith and credit nor the taxing power of the City or any political subdivision thereof will be pledged to the

payment of the principal or redemption price of, or interest on, the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD as follows:

Section 1. The terms and conditions for the issuance of the Bonds as provided in the commitment dated May 25, 2016 (the "Commitment") are hereby approved and the approval of the Commitment by the Authority by resolution duly adopted June 27, 2016 and its execution and delivery to the Bank by the Authorized Officers of the Authority are ratified and confirmed.

Section 2. In order to finance the cost of the Project, one or more series of Bonds of the Authority are hereby authorized to be issued in an aggregate principal amount not to exceed \$1,000,000. The Bonds shall be dated, shall bear interest at such rate of interest, and shall be payable as to principal, interest and premium, if any, all as specified in the Commitment from the Bank of New Jersey (the "Bank") to the Authority. The tax-exempt fixed interest rate for the Bonds shall be four and thirty-five hundredths per centum (4.35%) per annum for a term of twenty (20) years. Interest shall be calculated on the basis of the actual number of days elapsed over a 360 day year. The maximum amount of the loan from the Bank shall not exceed 75% of the appraised current market value of the Property (as defined in the Commitment) or \$1,250,000 whichever is less.

The term of the Bonds shall be 20 years based upon a 30 year amortization schedule.

Payments will be made in 240 equal monthly installments of principal and interest with a balloon payment at maturity.

Upon maturity, the entire unpaid principal balance of the Bonds, together with all interest thereon remaining unpaid and any and all other sums owed to the Bank shall be due and payable, in full in immediately available funds.

The Authority may, from time to time, prepay, in whole or in part, the outstanding principal amount due on the Bonds, upon thirty (30) days prior written notice to the Bank, without redemption premium, plus accrued interest thereon.

During each year that the Bonds remain outstanding, the Authority agrees to provide to the Bank with the financial information and to comply with the general terms, conditions and covenants contained in the Commitment, which general terms, conditions and covenants are incorporated by reference as if more fully set forth herein. The Bonds shall be in the form, shall mature, shall have such other details and provisions as are prescribed by the Commitment and contained in the Bonds.

Section 3. The Bonds shall be a special, limited obligation of the Authority, payable solely out of the moneys derived pursuant to the Mortgage and all such moneys are hereby pledged to the payment of the Bonds (the "Trust Estate"). The payment of the principal of and interest on the Bonds shall be secured by a pledge and assignment of revenues and certain rights



of the Authority as described in the Commitment and in the Loan Documents (as hereinafter defined). Neither the members of the Authority nor any person executing the Bonds issued pursuant to this Bond Resolution and the Act shall be liable personally on the Bonds by reason of the issuance thereof. The Bonds shall not be in any way a debt or liability of the State, the County of Bergen, the City or any political subdivision of any of them, other than the Authority, whether legal, moral or otherwise.

Section 4. The form of the Mortgage and Security Agreement and Assignment of Leases, Rents and Security Deposits (together with such other documents executed and delivered in connection therewith, collectively, the "Loan Documents"), are hereby authorized to be executed and delivered by the Chairman, Vice Chairman, Executive Director, Secretary, Assistant Secretary or any other authorized officer of the Authority (the "Authorized Officers") and such Authorized Officers are each hereby authorized and directed to execute, acknowledge and deliver the Loan Documents and all instruments attached thereto or contemplated thereby, and other documents reasonably required thereby, the Commitment and hereby, with any changes, insertions and omissions as may be approved by the Chairman, Vice-Chairman, Executive Director or any other authorized officer of the Authority, in consultation with and upon the advice of bond counsel to the Authority ("Bond Counsel") and each such person is hereby authorized and directed to affix the seal of the Authority on the Loan Documents, the Bonds and all instruments attached as exhibits thereto or contemplated thereby and attest the same. The execution and delivery of the Loan Documents shall be conclusive evidence of any approval required by this Section.

Section 5. If applicable, any one of the Authorized Officers is hereby authorized and directed to appoint an Escrow Agent to act in connection with the defeasance of any outstanding debt of the Authority, if any. Execution of an Escrow Deposit Agreement by or on behalf of the Authority shall be conclusive evidence of the appointment of the Escrow Agent as provided in this Section.

Section 6. The Bonds are hereby authorized to be sold and issued in accordance with the Loan Documents and the Commitment.

Section 7. The Bonds, generally in the form and substance required by the Loan Documents with any changes, insertions or omissions that may be approved by any Authorized Officer and all of the terms set forth therein are hereby approved and are incorporated as part of this Bond Resolution with the same effect as if the entire text thereof were set forth herein in full. Any Authorized Officer is hereby authorized and directed to execute (by manual or facsimile signature), acknowledge and deliver the Bonds, in one or more series, with any changes, insertions and omissions as may be approved by such Authorized Officer upon the advice of and in consultation with Bond Counsel to the Authority. The Secretary or Assistant Secretary or any other officer of the Authority who shall have power to do so under the By-Laws of the Authority and any resolution adopted thereunder is hereby authorized and directed to affix the seal of the Authority on the Bonds and attest the same. The execution of the Bonds as hereinabove provided shall be conclusive evidence of any approval required by this Section. The Authorized Officers are each hereby designated to be the authorized representatives of the Authority,

charged by this Bond Resolution with the responsibility for issuing the Bonds and each of them is hereby authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Bond Resolution, the Loan Documents, the Commitment and the issuance of the Bonds.

Section 8. In the event any one or more of the provisions of this Bond Resolution, the Loan Documents or the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond Resolution or the Loan Documents and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 9. Notwithstanding any other provision of this Bond Resolution to the contrary, a certificate of an Authorized Officer of the Authority (the "Certificate"), is hereby authorized for execution and delivery by an Authorized Officer of the Authority, which Certificate, upon its execution and delivery to the Bank shall determine such matters with respect to the Bonds as may be necessary, desirable or convenient for the issuance of the Bonds or the implementation of the Project, subject only to this Bond Resolution, the Act and other applicable law, and which Certificate shall only be executed and delivered after consultation with Bond Counsel and any other applicable professional advisors of the Authority. The Authorized Officer executing any such Certificate shall keep a copy of this Bond Resolution on file with the Secretary of the Authority for review by any member of the governing body of the Authority or governing body or administration of the City of Englewood, and for review by others in accordance with applicable law.

Section 10. The Authorized Officers of the Authority are hereby authorized and directed to execute and deliver such documents, and to take such other action as may be necessary or appropriate in order: (i) to maintain the tax-exempt status of the interest on the Bonds (including the hearing or preparation and filing of any reports or other documents with respect to the Bonds as may at any time be required under Section 145 and 148 of the Code and any regulations thereunder); and (ii) to otherwise consummate the transactions contemplated hereby.

Section 11. The Secretary or Assistant Secretary of the Authority is hereby authorized and directed to file a certified copy of this Bond Resolution after adoption with the Clerk of the City of Englewood.

Section 12. This Bond Resolution shall take effect immediately.



Recorded Vote

AYE

NO

ABSTAIN

ABSENT

Chairman Bruce Kane				X
Vice Chairman Ira Dermansky	X			
Commissioner Raymond Aspinwall	X			
Commissioner Raul Correa	X			
Commissioner Jennifer Johnson-Rothman				X
Commissioner Carla D. Jones	X			
Commissioner Charles Moche	X			

CERTIFICATION

THE FOREGOING IS A TRUE COPY OF A BOND RESOLUTION ENTITLED, "RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD OF ONE OR MORE SERIES OF HOUSING REVENUE BONDS (RENTAL ASSISTANCE DEMONSTRATION PROJECT), SERIES 2016, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,000,000, AND AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF AGREEMENTS AND RELATED INSTRUMENTS AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH" ADOPTED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD, IN THE COUNTY OF BERGEN, NEW JERSEY AT A REGULAR MEETING OF SUCH HOUSING AUTHORITY DULY CALLED AND HELD ON AUGUST 1, 2016.

  
Secretary/Executive Director

**ENGLEWOOD HOUSING AUTHORITY**  
**111 West Street**  
**Englewood, New Jersey 07631**  
**Tel.: (201) 871-3451 Fax: (201) 871-5908**  
**TTY: (201) 871-8951**

**RESOLUTION NO. 08-01-2016 ( 8 )**

**OFFERED BY:** Commissioner Raymond Aspinwall  
**SECONDED BY:** Commissioner Raul Correa

**WHEREAS**, the owner Englewood Housing Authority is in need of an Administrative Plan for the newly introduced Rental Assistance Demonstration (RAD) Project-based Voucher (PBV) Program, administered by the Englewood Housing Management Services Corporation (the "EHMS"); and

**WHEREAS**, the purpose of this document is to explain the policies, rules and procedures of the Rental Assistance Demonstration (RAD) Project-based Voucher (PBV) Program; and

**WHEREAS**, the Englewood Housing Management Services will provide Contract Administrator services for the PBV Program; and


**WHEREAS**, it is the policy of the EHMS and the EHA to fulfill all of the U.S. Department of HUD requirements; and

**NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of the Englewood Housing Authority of the City of Englewood approve the Project-based Voucher Administrative Plan.

  
Ira Dermansky, Chairman

Chairman Bruce Kane	<u>Absent</u>
Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>
Commissioner Carla D. Jones	<u>Aye</u>
Commissioner Charles Moche	<u>Aye</u>

**ATTEST:**

  
Domingo Serande, Executive Director



**AGREEMENT FOR SECTION 8 PROJECT BASED ASSISTANCE  
CONTRACT ADMINISTRATION**

RESOLUTION NO. 08-01-2016 (4)

This AGREEMENT FOR SECTION 8 PROJECT BASED ASSISTANCE CONTRACT ADMINISTRATION (this "Agreement") is made as of August 1, 2016 by and between the ENGLEWOOD HOUSING AUTHORITY (the "Authority"), a public body corporate and politic, constituting an instrumentality of the State of New Jersey (the "State"), created by the City of Englewood (the "City") pursuant to the provisions of the Housing Authorities Law, Chapter 67 of the Pamphlet Laws of 1950, codified at N.J.S.A. 55:14A-1 *et seq.*, repealed and replaced by the Local Redevelopment and Housing Law, under Chapter 79 of the Pamphlet Laws of 1992, as amended and supplemented, and codified at N.J.S.A. 40A:12A-1 *et seq.* (the "Act") and ENGLEWOOD HOUSING MANAGEMENT SERVICES, a New Jersey not-for-profit corporation ("EHMS").

RECITALS

OFFERED: Commissioner Aspinwall SECONDED: Commissioner Correo

**WHEREAS**, the Authority, a public housing agency as defined in the United States Housing Act of 1937 (the "1937 Act"), 42 U.S.C. 1437a(b)(6) ("PHA") with a Section 8 Annual Contributions Contract ("ACC") with the United States Department of Housing and Urban Development ("HUD"), is the fee simple owner of affordable residential rental public housing projects (152 units):

Vincent K. Tibbs

**WHEREAS**, the Authority received a RAD Conversion Commitment ("RCC"), dated March 25, 2015, from HUD to convert the Project to Authority owned and operated multifamily housing under the Rental Assistance Demonstration Program, P.L. 112-55 (2012) ("RAD"; implemented through Notice PIH 2012-32), administered by HUD;

**WHEREAS**, the Authority proposes to convert funding to project-based voucher ("PBV") assistance under the RAD Program (codified at 42 U.S.C. 1437f(o)(13) and implemented at 24 CFR Part 983), and in connection therewith is required to enter into a PBV Housing Assistance Payment ("HAP") contract with respect to each Project and a single Rental Assistance Demonstration Use Agreement ("RAD Use Agreement"), all dated the date hereof;

**WHEREAS**, the "Rental Assistance Demonstration Project (RAD) Quick Reference Guide for Public Housing Projects Converting to Project-Based Voucher (PBV) Assistance, Department of Housing and Urban Development (HUD), October 2014", at Sections 2 and 3, provides that (i) the RAD PBV HAP contract must be signed by the owner of the project and the PHA administering the PBV assistance, acting as a contract administrator, (ii) the contract administrator and the owner cannot be the same legal entity, and (iii) the PHA must hire an independent entity, approved by HUD, to perform the housing quality standards ("HQS") inspections and render reasonableness determinations (24 CFR Sec. 983.59) and other occupancy related functions;

**WHEREAS**, where a EHA is the fee owner of the project, HUD allows the EHA to contract with an affiliated entity to act as PBV Contract Administrator and to assume the obligations of the "owner" ("HAP Owner") under the RAD PBV HAP contract;

**WHEREAS**, EHMS, an organization exempt from tax under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as an organization described in Section 501(c)(3) of the Code, has been incorporated for the specific purpose of assisting in administering the low-income Section 8 Project Based Assistance Program for the Housing Authority; and

**WHEREAS**, the Authority is hereby appointing EMHS as its agent for occupancy functions by assuming the obligations of HAP Owner under the RAD PBV HAP contract and EHMS hereby accepts such appointment and assumes such obligations;

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Engagement.** The Authority hereby engages and appoints EHMS as its PBV Contract Administrator to lease and to enter into and assume the obligations of owner under each RAD PBV HAP contract (including any Rider thereto, as the same may be amended and supplemented), dated the date hereof, between the Englewood Housing Authority and EHMS. EHMS accepts such engagement and agrees to perform such services on such terms. Each party agrees to fully cooperate with the other with respect to such person's duties hereunder, under each RAD PBV HAP contract (including Parts I, II and any Rider thereto, as the same may be amended and supplemented), and under the RAD Use Agreement. Each party further agrees to furnish the other such information concerning the Projects as it may reasonably request from time to time.

2. **Term.** The initial term of this Agreement shall commence on the date hereof and shall continue in full force and effect with respect to each Project for so long as such Project is subject to a RAD PBV HAP contract. EHMS shall accept all offers of renewal of each RAD PBV HAP contract.

3. **EHMS Covenants.**

3.1. **EHMS Duties.**

EHMS shall act as Contract Administrator for the Section 8 Project Based Assistance Program and shall abide by all programmatic requirements, rules and regulation. EHMS perform all obligations of the owner thereunder and in accordance PBV rules. EHMS shall comply with all responsibilities as setforth in the EHA PBV Administrative Plan. It is the intent of the parties hereto that the Authority hereby grants to EHMS, and EHMS hereby accepts, such rights and interests in in the administration of the PBV Program (but expressly excluding fee ownership) as may be necessary to perform its obligations under each RAD PBV HAP contract and programmatic rules and regulations.



(b) Authority Directions; Elections. EHMS shall follow the directions of the Housing Authority in connection with its performance of its obligations hereunder, under each RAD PBV HAP contract. Any elections to be made with respect to the Projects, their ownership or operation shall be made at the direction of the Housing Authority.

(c) Standard of Care. EHMS shall at all times act in good faith and shall devote its commercially reasonable efforts to performing its contract administration duties hereunder in a diligent, careful and professional manner.

3.2. Tenants. During the term of this Agreement, EHMS shall use its best efforts to investigate carefully all applications and information provided by prospective tenants and to lease units in the Project to qualified tenants. Tenant leases shall be in the form and on the terms approved by the Authority. EHMS shall comply with each RAD PBV HAP contract in connection with, among other things, the selection of tenants and rental of units.

3.4. Rentals and Collections. Englewood Housing Authority (EHA) shall use its best efforts to collect on behalf of the Authority, and for the Authority's account, all rents, housing assistance payments, and other amounts due to the Authority or EHMS with respect to each Project. Such amounts shall be held in a separate segregated trust account with respect to each Project, in the name of the Authority, with a federally insured banking institution in accordance with New Jersey law. The EHA shall transfer all HAP payments and administrative fee to a separate EHMS bank account monthly. The monthly HAP payment shall be made by the EHMS to the EHA in a timely manner. The EHA shall invoice EHMS monthly for their administrative expenses.

3.5. Security Deposits. EHA shall collect security deposits on tenants' behalf, to be used in accordance with the terms of each lease agreement. Deposits shall be held in a separate segregated trust account with respect to each Project, in the name of the Housing Authority, with a federally insured banking institution in accordance with New Jersey law.

3.6. Payment of Expenses. EHMS shall pay, upon the prior approval of the Authority and from the Authority's accounts with respect to the respective Projects, all ordinary and necessary expenses incurred in connection with the operation of such Project and use of staff.

3.7. Accounting. EHMS shall prepare and distribute monthly to the Authority (by the 15<sup>th</sup> of each succeeding month) prepared statements showing cash flows, income and expenses for the month on a cash basis. A year-end statement with a twelve-month breakdown of income and expense shall also be provided.

3.8. Unit Inspections. EHMS shall do periodic inspections of each unit and notify the Authority whenever maintenance or corrective action becomes necessary. EHMS shall perform annual Housing Quality Standards (HQS) inspection in accordance with programmatic rules and regulations.

3.9. Legal Action. EHMS shall inform the Authority of any known default by a tenant under a lease agreement, and shall advise the Authority of the need to proceed with legal action against a tenant. The Authority shall be responsible for all legal expenses, court cost and cost of collection.

3.10. Service Contracts. EHA shall arrange for all utility services for the Project, security and such other services as the Authority shall deem advisable and necessary.

3.11. Maintenance. EHA shall be responsible for all property maintenance and management which are separate from the administration of the PBV program. EHA shall take all necessary care and diligence in procuring all staff, services and contracts that are necessary for the efficient maintenance of the buildings and grounds.

3.12. Additional Services. EHMS shall perform such additional services not listed herein as may be reasonably requested by the Authority in connection with the management and operation of the Projects and compliance with each RAD PBV HAP contract.

3.13. Compliance with Law. EHMS shall perform duties and take actions under this agreement in accordance with New Jersey law, deed restrictions or other agreements encumbering the Projects and applicable HUD requirements, including those that apply to the project-based voucher program (HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives).

3.14. Limitation on Authority. Except as expressly set forth herein, EHMS has no authority to incur liabilities on behalf of the Authority or to enter into, execute, make or acknowledge any contract, covenant, agreement, lease or representation pertaining to the Property without the express prior written approval of the Authority. Any action taken by FLASH which is not expressly permitted by this Agreement shall not bind the Authority.

4. Compensation. As compensation for its services hereunder, the EHMS shall receive \$ \_\_\_\_\_ annually. The EHA shall receive monthly reimbursement for all direct and indirect costs related to the PBV program. The amount of the ongoing administrative fee is determined by HUD in accordance with Section 8(q)(1) of the 1937 Act (42 U.S.C. 1437f(q)(1)). Both EHA and EHMS shall utilize reasonable commercial efforts to assure that such fees are earned and collected by it in the maximum permissible amounts on a timely basis. Payment of any fee to the EHMS shall be subordinate to fees due to the Housing Authority. EHMS shall only be paid after all EHA financial obligations have been satisfied and from excess cash flow.

5. Representations and Warranties of the Authority. To induce EHMS to enter into this Agreement, the Authority makes the following representations and warranties:

5.1. Organization. The Authority is duly organized, validly existing and in good standing under the laws of the state of New Jersey. The Authority has all power and authority required to execute, deliver and perform this Agreement.



5.2. Authorization. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the Authority.

5.3. Validity. This Agreement constitutes a legal, valid and binding agreement of the Authority enforceable against the Authority in accordance with its terms except as limited by bankruptcy, insolvency, receivership and similar laws of general application.

5.4. Ownership. The Authority is the sole fee simple title owner of each Project.

**6. Representations and Warranties of EHMS**. To induce Authority to enter into this Agreement, EHMS makes the following representations and warranties, which shall survive the execution and termination of this Agreement:

6.1. Organization. EHMS is duly organized, validly existing and in good standing as a not for profit corporation under the laws of the state of New Jersey. EHMS has all power and authority required to execute, deliver and perform this Agreement.

6.2. Authorization. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of EHMS.

6.3. Validity. This Agreement constitutes a legal, valid and binding agreement of EHMS enforceable against EHMS in accordance with its terms except as limited by bankruptcy, insolvency, receivership and similar laws of general application.

6.4. Licenses. During the entire term of this Agreement, EHMS shall cause all persons performing licensable activities to have and to maintain in full force and effect all licenses, including, without limitation, any real estate broker's license, which the real estate licensing law requires and all permits necessary to perform its obligations under this Agreement and shall pay all taxes, fees or charges imposed on the business engaged in by EHMS hereunder.

**7. Indemnity**.

7.1. By the Authority. The Authority shall indemnify, hold harmless and defend EHMS and its respective affiliates and officers, directors, employees, agents and representatives from all losses, damages, costs, claims and liabilities (including, without limitation, court costs and reasonable attorneys' fees relating thereto) arising out of or related to any act or omission by the Authority or any of its agents or representatives (other than EHMS) constituting negligence, willful misconduct or a material breach or default under this Agreement by the Authority. The indemnities herein contained shall not apply to any claim with respect to which and to the extent the indemnified party is covered by insurance; provided, that the foregoing exclusion does not invalidate the indemnified party's insurance coverage.

7.2 By EHMS. EHMS shall indemnify, hold harmless and defend the Authority from all losses, damages, costs, claims and liabilities (including, without limitation, court costs and reasonable attorney's fees relating thereto) arising out of or related to any act or omission by EHMS or any of its agents or representatives constituting negligence, willful misconduct or a

material breach or default under this Agreement by EHMS any acts of EHMS or its agents or representatives taken outside of the scope of this Agreement. The indemnities herein contained shall not apply to any claim with respect to which and to the extent the indemnified party is covered by insurance; provided, that the foregoing exclusion does not invalidate the indemnified party's insurance coverage.

7.3. Waiver of Subrogation. Each party will procure a waiver of subrogation with respect to claims against the other party under policies in which the other party is not a named insured, and shall promptly notify the other party in the event that any such waiver is unobtainable or is obtainable only upon payment of an additional premium. If such waiver is obtainable only upon payment of an additional premium, the other party shall have the right at its option to pay such additional premium.

## **8. Termination.**

### **8.1. Termination for Cause.**

(a) The Authority may terminate this Agreement at any time, upon written notice to EHMS, if (i) EHMS has materially breached this Agreement; provided, that (a) FLASH does not cure any such material breach within thirty (30) days of receiving notice of such material breach from the Authority, or (b) if such material breach is not of a nature that can be remedied within such period, EHMS does not diligently take all reasonable steps to cure such breach or does not cure such breach within sixty (60) days; (ii) there is fraud, criminal conduct, or willful misconduct by EHMS; (iii) a court of competent jurisdiction enters a decree or order for relief in respect of EHMS in any involuntary case under the applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of EHMS or for any substantial part of any of its property or orders the winding up or liquidation of EHMS's affairs; or (iv) EHMS commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under any such law, or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of EHMS or for any substantial part of any of its property, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as they become due. EHMS agrees that if any of the events specified in subsections (iii) or (iv) above occur, it shall give written notice thereof to the Authority within seven (7) days after the occurrence of such event.

(b) EHMS may terminate this Agreement at any time, upon written notice to the Authority, if (i) the Authority has materially breached this Agreement; provided that (a) the Authority does not cure any such material breach within thirty (30) days of receiving notice of such material breach from EHMS, or (b) if such material breach is not of a nature that can be remedied within such period, the Authority does not diligently take all reasonable steps to cure such breach or does not cure such breach within sixty (60) days; (ii) there is fraud, criminal conduct, or willful misconduct by the Authority; (iii) a



court of competent jurisdiction enters a decree or order for relief in respect of the Authority in any involuntary case under the applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Authority or for any substantial part of any of its property or orders the winding up or liquidation of the Authority's affairs; or (iv) the Authority commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under any such law, or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Authority or for any substantial part of any of its property, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as they become due. The Authority agrees that if any of the events specified in subsections (iii) or (iv) above occur, it shall give written notice thereof to EHMS within seven (7) days after the occurrence of such event.

(c) For the avoidance of doubt, a material breach by a party of the RAD PBV HAP contract or RAD Use Agreement which continues beyond the expiration of any applicable grace, notice or cure period, shall be a material breach by such party of this Agreement.

8.2. Effective Time of Termination; Successor. The termination of this Agreement for any reason shall not be effective prior to the time that a suitable successor to such defaulting party is identified and duly qualified to become, and becomes, a party hereto and to each RAD PBV HAP contract and the RAD Use Agreement. Upon termination of this Agreement for any reason, EHMS will cooperate with the Authority in an effort to achieve an efficient transition of the duties and obligations hereunder to a successor without detriment to the rights of the Authority or to the continued operation of the Projects.

8.3. Effect of Termination. The termination of this Agreement for any reason shall not affect any right, obligation or liability which has accrued under this Agreement on or before the effective date of such termination.

## 9. Miscellaneous.

9.1. Discrimination. The EHA, EHMS or a third party shall not refuse to display or lease a unit to any person because of race, color, religion, national origin, sex, marital status or physical disability.

9.2. Entire Agreement. This Agreement constitutes the entire agreement between the Authority and EHMS with respect to the matters set forth herein and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment of this Agreement shall be valid or binding unless made in writing and signed by both the Authority and EHMS.

9.3. Successors; Assignment. This Agreement shall be binding upon the Authority and EHMS and their respective successors and assigns and shall inure to the benefit of the Authority,

its successors and assigns. EHMS shall not assign or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the Authority and any such assignment without the prior written consent of the Authority shall be void and of no effect.

9.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the principles of conflicts of law thereof.

9.5. Headings. The paragraph headings in this Agreement are inserted for convenience only and are not intended to be used in construing the substance of any of the provisions of this Agreement.

9.6. Notices. All notices, demands requests, approvals and other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when presented personally or otherwise delivered (whether by commercial delivery service, mail or otherwise) or on the third (3<sup>rd</sup>) day after the date when deposited in a regularly maintained mail receptacle of the United States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed to Authority or EHMS, as the case may be, at its respective address set forth below, or at such other address as the Authority or EHMS may from time to time designate by written notice to the other party as herein required.

If mailed or personally  
delivered to the Authority:

Englewood Housing Authority  
111 West Street  
Englewood, NJ 07631  
Attn: Domingo Senande, Executive Director  
Email: [dsenande@ehahousing.org](mailto:dsenande@ehahousing.org)  
Phone: 201-871-3451  
Fax: 201-871-5908

If mailed or personally  
delivered to MAHC:

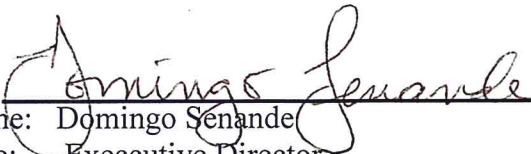
Attn:  
Email:  
Phone:  
Fax:

9.7. Construction. If any of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.


9.8. Number; Gender. Whenever used herein, the singular number shall include the plural, and the plural shall include the singular, and the use of any gender shall be applicable to all genders.

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

ENGLEWOOD HOUSING AUTHORITY

By:   
Name: Domingo Senande  
Title: Executive Director

ENGLEWOOD HOUSING MANAGEMENT  
SERVICES

By:   
Name: Bruce Kane  
Title: Chairman

Chairman Bruce Kane	<u>Absent</u>
Vice Chairman Ira Dermansky	<u>✓</u>
Commissioner Raymond Aspinwall	<u>✓</u>
Commissioner Raul Correa	<u>✓</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>
Commissioner Carla D. Jones	<u>✓</u>
Commissioner Charles Moche	<u>✓</u>



ENGLEWOOD HOUSING AUTHORITY

111 West Street

Englewood, New Jersey 07631

RESOLUTION NO. 08-01-2016 (10)

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD AUTHORIZING THE PLACEMENT OF CERTAIN ARCHITECTURAL AND ENGINEERING (A/E) FIRMS ON A LIST OF QUALIFIED PROFESSIONAL CONSULTANTS FOR PROFESSIONAL SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND CONTRACT WITH SUCH A/E FIRMS FOR PROJECTS LISTED ON, AND IN AMOUNTS NOT TO EXCEED THOSE SET FORTH ON THE ATTACHED SCHEDULE A

Offered by: Commissioner Aspinwall

Seconded by: Commissioner Moche

WHEREAS, the Housing Authority of the City of Englewood (the "Authority") publicly solicited proposals from interested Architectural and Engineering (A/E) firms to provide architectural/engineering and construction administration services under a two (2) year contract with an option to renew for one year at the sole discretion of the Authority on and indefinite delivery-indefinite quantity (IDIQ) as needed basis; and

WHEREAS, the Authority received proposals from the following A/E firms, each of which has been deemed to be qualified to provide the needed services:

Arcari & Iovino Architects, Little Ferry, New Jersey;

DMR Architects, Hasbrouck Heights, New Jersey;

Info Tran Engineers, East Orange, New Jersey;

Lan Associates, Midland Park, New Jersey;

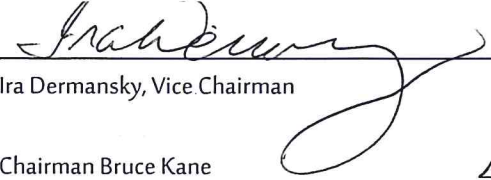
LSEA Corporation, Montville, New Jersey; and

Remington, Varnick & Arango Engineers, Secaucus, New Jersey; and

WHEREAS, there is an immediate need to issue certain A/E contracts for various projects at Tibbs, Westmoor, Humphrey Street and the Foti property;

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners does hereby authorize that the aforementioned firms be placed on the "list of qualified consultants" for upcoming projects; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to negotiate with the aforesaid firms and to execute contracts (in forms to be approved by general counsel) with said firms for the projects identified in, and for amounts not to exceed those listed on Schedule A, attached hereto.

  
Ira Dermansky, Vice Chairman

Chairman Bruce Kane

~~Absent~~

Vice Chairman Ira Dermansky

✓

Commissioner Raymond Aspinwall

✓

Commissioner Raul Correa

✓

Commissioner Jennifer Johnson-Rothman

~~Absent~~

Commissioner Carla D. Jones

✓

Commissioner Charles Moche

✓

ATTEST:

  
Domingo Serande, Executive Director

RESOLUTION OF THE ENGLEWOOD HOUSING  
AUTHORITY CONCERNING REVIEW OF THE FINDINGS  
OF THE LOCAL FINANCE BOARD MADE AT A  
MEETING OF SAID BOARD ON JUNE 8, 2016 IN  
ACCORDANCE WITH THE PROVISIONS OF N.J.S.A.  
40A:5A-7 WITH RESPECT TO A PROPOSED FINANCING  
TO PROVIDE FOR THE ISSUANCE OF HOUSING  
REVENUE BONDS

RESOLUTION NO. 08-01-2016 ( 11 )

WHEREAS, the Local Finance Board, in the Division of Local Government Services, State of New Jersey Department of Community Affairs (the "Local Finance Board") at a meeting held on June 8, 2016, issued favorable findings, a copy of which Findings are attached hereto as Exhibit A (the "Findings"), with respect a financing to be undertaken by the Englewood Housing Authority (the "Authority") in an amount not to exceed \$1,500,000 by the issuance of Housing Revenue Bonds (Rental Assistance Demonstration Project), Series 2016 (the "Series 2016 Bonds");

WHEREAS, the Findings have been filed with the Secretary of the Authority and a copy of such findings has been received by each member of the governing body of the Authority;

WHEREAS, N.J.S.A. 40A:5A-7 requires that the governing body of the Authority, within 45 days of receipt of the Findings, shall certify by resolution to the Local Finance Board that each member thereof has personally reviewed such findings and recommendations;

WHEREAS, each member of the Authority has personally reviewed the Findings, as evidenced by a group affidavit which has been signed by a majority of the full membership of the Authority in the form prescribed by the Local Finance Board; and

WHEREAS, failure to comply with this requirement may subject the members of the Authority to the penalty provisions of N.J.S.A. 52:27BB-52; and

WHEREAS, the Commissioners of the Authority desire to adopt this resolution acknowledging the Findings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD, as follows:

**Section 1.** Each Commissioner of the Authority, having personally reviewed the Findings, is hereby authorized to execute the Group Affidavit to such effect set forth in Exhibit B attached hereto.

**Section 2.** After execution of the Group Affidavit, the Authority will have complied with the requirements of N.J.S.A. 40A:5A-7 with respect to the Findings; accordingly, the Authority does hereby severally authorize and direct the Secretary of the Authority or DeCotiis, FitzPatrick & Cole, LLP, counsel to the Authority, to submit to the Local Finance Board a



certified copy of this resolution and such fully authorized and executed Group Affidavit evidencing the Authority's compliance therewith not later than September 1, 2016.

**Section 3.** This resolution shall take effect immediately upon adoption.

Commissioner Moche made a motion to adopt aforesaid resolution;

Commissioner Correa seconded the motion.


X – Indicates Vote

A.B. – Absent

N.V. – Not Voting

RECORD COMMISSIONERS VOTE ON FINAL PASSAGE				
	AYE	NAY	N.V.	A.B.
Chairman Bruce Kane				AB
Vice Chairman Ira Dermansky	X			
Commissioner Raymond Aspinwall	X			
Commissioner Raul Correa	X			
Commissioner Jennifer Johnson-Rothman				AB
Commissioner Carla D. Jones	X			
Commissioner Charles Moche	X			

The foregoing is a true copy of a resolution adopted by the Board of Commissioners Housing Authority of the City of Englewood at a meeting thereof duly called and held on August 1, 2016.

  
Domingo Senande, Secretary/Executive Director

**EXHIBIT A**

**COPY OF LOCAL FINANCE BOARD FINDINGS**



## EXHIBIT B

### GROUP AFFIDAVIT

State of New Jersey :  
County of Bergen :

We, the members of **THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD**,  
being of full age and being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the Authority.

2. We certify that, pursuant to N.J.S.A. 40A:5A-7, we have personally reviewed the findings and recommendations of the Local Finance Board issued at a meeting of the Board held on June 8, 2016 with respect to the Authority's proposed issuance of not to exceed \$1,500,000 Housing Revenue Bonds (Rental Assistance Demonstration Project), Series 2016.

#### Name

#### Signature

Bruce Kane, Chairperson

Ira Dermansky, Vice Chairperson

Raymond Aspinwall, Commissioner

Raul Correa, Commissioner

Jennifer Johnson-Rothman, Commissioner

Carla D. Jones, Commissioner

Charles Moche, Commissioner

*[Handwritten signatures of the six members listed on the left, each on a line.]*

Sworn to and subscribed before me  
This 1st day of August, 2016.

*[Handwritten signature of Laura Menoni]*  
Notary Public  
State of New Jersey



Notes:

(a) This affidavit must be signed by a majority of the full membership of the Authority. Members absent during the review should review and sign later.

(b) This affidavit must be sent within 45 days of receipt of the Local Finance Board's findings and recommendations on the proposed financing to:

Patricia Parkin McNamara  
Executive Secretary  
Local Finance Board  
Department of Community Affairs  
101 South Broad Street - CN 803  
Trenton, New Jersey 08625-0803



**ENGLEWOOD HOUSING AUTHORITY**

**111 West Street**

**Englewood, New Jersey 07631**

**Tel.: (201) 871-3451 Fax: (201) 871-5908**

**TTY: (201) 871-8951**

**RESOLUTION NO. 08 – 01 – 2016 (12)**

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD  
APPROVING BILLS AND CLAIMS FOR THE PERIOD  
OF  
AUGUST**

**OFFERED BY:** Commissioner Aspinwall  
**SECONDED BY:** Commissioner Correa

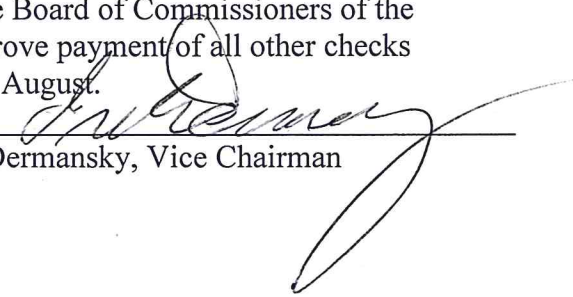
**WHEREAS**, the bills and claims per the attached listing (voucher numbers through)

E.H.M.S. -	001240
Foti-	001274
Tibbs -	002447
Section 8 -	001807
W.G. -	003083

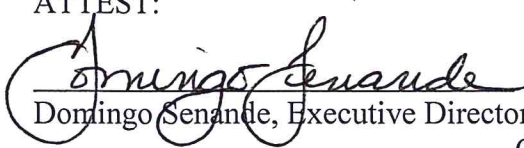
were reviewed and found acceptable as amended at the meeting.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the Housing Authority of the City of Englewood approve disbursement and payment of all checks on the attached listing for the period of August 1<sup>st</sup> through 31<sup>st</sup>.

**BE IT FURTHER RESOLVED**, that the Board of Commissioners of the Housing Authority of the City of Englewood approve payment of all other checks identified on the attached listing for the period of August.

  
Ira Dermansky, Vice Chairman

ATTEST:

  
Domingo Senande, Executive Director

Commissioner Bruce Kane	<u>Absent</u>
Vice Chairman Ira Dermansky	<u>✓</u>
Commissioner Raymond Aspinwall	<u>✓</u>
Commissioner Raul Correa	<u>✓</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>
Commissioner Carla D. Jones	<u>✓</u>
Commissioner Charles Moche	<u>✓</u>