

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

RESOLUTION NO. 1-27-2025 (1)

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD
APPROVING THE BOARD MEETING MINUTES OF THE
DECEMBER 16, 2024
BOARD OF COMMISSIONERS MEETING

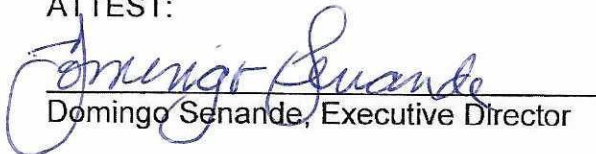
OFFERED BY: Chairwoman Glynn
SECONDED BY: Commissioner Lee

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

To approve December 16, 2024, Board Meeting minutes.


Katharine Glynn, Chairwoman

ATTEST:


Domingo Senande, Executive Director

Chairwoman Katharine Glynn
Vice Chairwoman Melvina Cobb
Commissioner Raul Correa
Commissioner Samuel Lee, Jr.
Commissioner Zackarie Lemelle

Aye
Aye
Aye
Aye
Aye

At the Board Meeting of January 27, 2025 (1) upon roll call of Commissioners present, all voted "Aye" and Resolution January 27, 2025 (1) as carried.

Resolution No. 1-27-2025(2)

RESOLUTION OF THE HOUSING AUTHORITY OF THE
CITY OF ENGLEWOOD CONCERNING REVIEW OF THE
FINDINGS OF THE LOCAL FINANCE BOARD MADE AT A
MEETING OF SAID BOARD ON NOVEMBER 13, 2024 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

OFFERED BY: Chairman Lynn SECONDED BY: Commissioner Correa

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 November 13, 2024, issued favorable findings, a copy of which Findings are attached hereto as Exhibit A (the "Findings"), with respect to a project financing to be undertaken by the Housing Authority of the City of Englewood (the "Authority") in an amount not to exceed \$15,000,000 by the issuance of Housing Revenue Bonds (Rental Assistance Demonstration Project), Series 2025 (the "Series 2025 Bonds"); and

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; and

WHEREAS, the Authority received the Findings from the Local Finance Board on January 3, 2025; and

WHEREAS, each member of the governing body 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 & Giblin, 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 February 17, 2025.

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

Commissioner Glynn made a motion to adopt aforesaid resolution;

Commissioner Correa seconded the motion.

X – Indicates Vote

A.B. – Absent

N.V. – Not Voting

RECORD OF COMMISSIONERS VOTE ON FINAL PASSAGE									
COMMISSIONER	AYE	NAY	N.V.	A.B.	COMMISSIONER	AYE	NAY	N.V.	A.B.
Katharine Glynn Chairwoman	✓				Zakarie Lemelle Commissioner	✓			
Melvina Cobb Vice Chairwoman	✓								
Raul Correa Resident Commissioner	✓								
Samuel Lee, Jr. Commissioner	✓								
Elisha Gurfein Commissioner	✓								

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 the 21st day of JANUARY 2025.

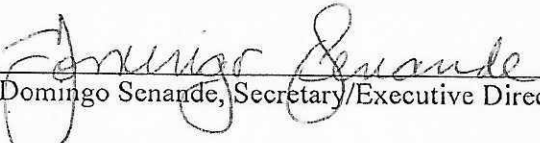

Domingo Senande, Secretary/Executive Director

EXHIBIT A
COPY OF LOCAL FINANCE BOARD FINDINGS



PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lieutenant Governor

State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 803
TRENTON, NJ 08625-0803

JACQUELYN A. SUÁREZ
Commissioner

LOCAL FINANCE BOARD RESOLUTION

WHEREAS, a proposed project financing has been submitted to the Local Finance Board for review pursuant to N.J.S.A. 40A:5A-6 by the Englewood City Housing Authority; and

WHEREAS, the Local Finance Board has held a hearing pursuant to N.J.S.A. 40A:5A-7 on November 13, 2024, to review a proposed project financing in an amount not to exceed \$15,000,000 of the Englewood City Housing Authority's Housing Revenue Bonds; and

WHEREAS, the Local Finance Board has given consideration to those matters, to the extent applicable, as provided for by Law, and has examined estimates, computations or calculations made in connection with such submissions and has required the production of such papers, documents, witnesses or information and taken such action which it has deemed necessary for its review of such submission; and

NOW, THEREFORE, BE IT RESOLVED that the Local Finance Board does hereby make the following findings:

- a) that the project cost has been determined by reasonable and accepted methods;
- b) that the method proposed for the funding of the project cost, proposed or maximum terms and provision of the financing and of a proposed service contract are not unreasonable nor impracticable, and would not impose an undue and unnecessary financial burden on the local inhabitants within the Authority's jurisdiction or would not materially impair the ability to pay promptly the principal of and the interest on the outstanding indebtedness thereof or to provide essential public services to the inhabitants thereof;
- c) that the proposed or maximum terms and conditions of the sale are, in light of current market conditions for obligations of similar quality, reasonable;

BE IT FURTHER RESOLVED that the Local Finance Board does not deem it necessary to make any of the recommendations with regard to this project financing which the Board is authorized to make pursuant to N.J.S.A. 40A:5A-8; and

Local Finance Board
Englewood City Housing Authority
November 13, 2024

BE IT FURTHER RESOLVED that the Englewood City Housing Authority shall, within 30 days of the closing date of the financing that is the subject of this resolution, file with the Executive Secretary of the Local Finance Board a statement setting forth a complete accounting of the actual issuance costs incurred by the Englewood City Housing Authority in undertaking the financing which statement shall include the following: the name of the Englewood City Housing Authority; the closing date of the financing; the total amount of the financing; the name of the professionals or others who provided services to the Englewood City Housing Authority in undertaking the financing; the estimated dollar amount for each type of issuance cost as set forth in the application submitted by the Englewood City Housing Authority to the Local Finance Board with regard to the financing; and the actual dollar amount for each type of issuance cost incurred by the Englewood City Housing Authority in undertaking the financing; and

BE IT FURTHER RESOLVED that the details of the issuance of any permanent bonds associated with this application as included in the term sheet (closing statement) shall be promptly provided to the Executive Secretary by forwarding a copy of said term sheet (closing statement); and

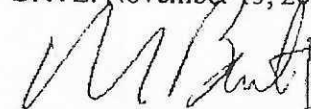
BE IT FURTHER RESOLVED that the Executive Secretary of the Local Finance Board is hereby authorized and directed to certify or endorse such documents or instruments as may be necessary, convenient or desirable in order to carry out the purpose and provisions of the Law and this Resolution; and

BE IT FURTHER RESOLVED that pursuant to N.J.S.A. 40A:5A-7, the governing body of the Authority shall provide to the Executive Secretary within 45 days of receipt of this resolution, the required Authority resolution and affidavit; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

APPROVED BY:
THE LOCAL FINANCE BOARD

DATE: November 13, 2024


NICHOLAS BENNETT
EXECUTIVE SECRETARY
LOCAL FINANCE BOARD

22746/A-3270

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 November 13, 2024 with respect to the Authority's proposed issuance of not to exceed \$15,000,000 Housing Revenue Bonds (Rental Assistance Demonstration Project), Series 2025.

Name

Signature

Katharine Glynn, Chairperson

Melvina Cobb, Vice Chairperson

Raul Correa, Resident Commissioner

Samuel Lee, Jr., Commissioner

Elisha Gurfein, Commissioner

Zakarie Lemelle, Commissioner

Katharine Glynn
Melvina Cobb
Raul Correa
Samuel Lee Jr.
Elisha Gurfein
Zakarie Lemelle

Sworn to and subscribed before me
this 21st day of January, 2025.

Laura Menoni
Notary Public
State of New Jersey

LAURA MENONI
Commission # 2096205
Notary Public, State of New Jersey
My Commission Expires
March 21, 2027

Notes:

(a) This affidavit must be signed by a majority of the full membership of the Authority pursuant to N.J.S.A. 40A:5A-7.

(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:

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

(c) N.J.S.A. 40A:5A-7 permits the extension of time for the requirements set forth therein by mutual agreement of the Authority and the Local Finance Board.

Resolution No. 1-27-25-(3)
OFFERED BY: Commissioner Lemelle SECONDED BY: Commissioner Correa

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD OF ITS HOUSING REVENUE BOND, SERIES 2025, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000, AND AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF AGREEMENTS AND RELATED INSTRUMENTS AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

ADOPTED: January 27, 2025

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 a residential rental public housing project for which the United States Department of Housing and Urban Development ("HUD") approved the conversion 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 accordance with the RAD program, the Authority proposes to issue its revenue bond in the original principal amount not to exceed \$15,000,000 (the "Bond") and to apply the proceeds of the Bond (i) to finance capital improvements 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 Bond, when issued, will be an obligation of the Authority, and neither the City, nor any political subdivision thereof (other than the Authority) will be obligated to pay the principal or redemption price of, or interest on, the Bond, 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 Bond.

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 Bond as provided in the letter from ConnectOne Bank (the "Bank") to the Authority dated November 24, 2024 (the "Term Letter") are hereby approved and the execution and delivery of the Term Letter to the Bank by the Authorized Officers (as hereinafter defined) of the Authority is hereby authorized.

#3956581

Section 2. In order to finance the cost of the Project, the Bond of the Authority is hereby authorized to be issued in the principal amount not to exceed \$15,000,000. The Bond shall be dated, shall bear interest at such rate of interest, and shall be payable as to principal, interest and premium as specified in the Term Letter. The Bond shall bear interest (a) during the construction period at the rate of the greater of: (i) the Wall Street Journal Prime Rate minus one and one-half percent (1.50%) and (ii) five and one-half percent (5.50%) per annum during the twelve month construction period (which 12-month construction period may be extended an additional 6 months at the Bank's discretion) and (b) after the construction period the interest rate for the Bond shall convert to an interest rate equal to the then current twenty (20) year United States Treasury Note in effect as of two (2) business days prior to the conversion date plus 1.5% per centum per annum for a term of twenty (20) years and principal and interest shall be paid based upon a 30 year amortization schedule. Payments will be made in 240 equal monthly installments of principal and interest based upon a 30-year amortization schedule with a balloon payment at maturity.

The Bond may be prepaid during the construction period without premium and thereafter upon conversion to the permanent loan may be prepaid with a premium of three percent (3%) during the first (1st) loan year after conversion to a fixed rate, two percent (2%) during the second (2nd) loan year after conversion to a fixed rate, one percent (1%) during the third (3rd), fourth (4th) and fifth (5th) loan years after conversion to a fixed rate and thereafter without premium..

During each year that the Bond remains 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 Term Letter, which general terms, conditions and covenants are incorporated by reference as if more fully set forth herein.

Section 3. The Bond shall be an obligation of the Authority and the payment of the principal of and interest on the Bond shall be secured by a pledge and assignment of revenues and certain rights of the Authority as described in the Term Letter and in the Loan Documents (as hereinafter defined). Neither the members of the Authority nor any person executing the Bond issued pursuant to this Bond Resolution and the Act shall be liable personally on the Bond by reason of the issuance thereof. The Bond 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 forms of the Bond, the Construction-to-Permanent Loan and Security Agreement, the Absolute Assignment of Leases and Rents, the Environmental Indemnity Agreement, the Collateral Assignment of Construction Contract, the Collateral Assignment of Development Rights, and the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (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") in substantially the forms submitted to this meeting 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 and by the Term Letter 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 counsel or bond counsel to the Authority ("Bond Counsel") and the Secretary or Assistant Secretary of the Authority is hereby authorized and directed to affix the seal of the Authority on the Loan Documents, the Bond 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. The Chairman, Vice-Chairman or Executive Director of the Authority are hereby further authorized to execute and deliver the Amended and Restated Property Leasing and Management Agreement by and between the Authority and Englewood Housing Management Services, Inc., in substantially the form submitted to this meeting, with any changes, insertions and omissions as may be approved by the Chairman, Vice-Chairman or Executive Director of the Authority, in consultation with and upon the advice of counsel or Bond Counsel. The execution and delivery of the Amended and Restated Property Leasing and Management Agreement shall be conclusive evidence of any approval required by this Section.

Section 6. The Bond is hereby authorized to be sold and issued in accordance with the Loan Documents and the Term Letter.

Section 7. The Bond, 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 Bond, 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 Bond and attest the same. The execution of the Bond 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 Bond 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 Term Letter and the issuance of the Bond.

Section 8. 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 Bond as may be necessary, desirable or convenient for the issuance of the Bond 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 9. The Authority hereby covenants with the holders from time to time of the Bond that it will make no investment or other use of the proceeds of such Bond or take any further action (or refrain from taking such action) which would cause the Bond to be "arbitrage Bond" or "private activity Bond" within the meaning of the Internal Revenue Code of 1986, as amended, or under any similar statutory provision or any rule or regulation promulgated thereunder (the "Code"), or would cause interest on the Bond not to be excludable from gross income for federal income tax purposes, and that it will comply with the requirements of the Code and said regulations throughout the term of the Bond. 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 Bond (including the preparation and filing of any reports or other documents with respect to the Bond as may at any time be required under the Code); and (ii) to otherwise consummate the transactions contemplated hereby.

Section 10. 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 11. This Bond Resolution shall take effect immediately.

Recorded Vote

AYE

NO

ABSTAIN

ABSENT

Chairwoman Glynn	✓			
Vice Chairwoman Cobb	✓			
Commissioner Correa	✓			
Commissioner Lee, Jr.	✓			
Commissioner Lemelle	✓			

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 ITS HOUSING REVENUE BOND, SERIES 2025, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000, 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 January 27, 2025.


Secretary/Executive Director

Resolution No. 1-27-25(4)

RESOLUTION OF THE ENGLEWOOD HOUSING MANAGEMENT SERVICES,
INC. APPROVING THE TERMS OF THE AMENDED AND RESTATED PROPERTY
LEASING AND MANAGEMENT AGREEMENT

OFFERED BY Commissioner Lemelle ~~SECOND~~ BY Commissioner Lee

WHEREAS, the Englewood Housing Authority (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 project; and

WHEREAS, the Authority received a RAD Conversion Commitment ("RCC"), dated June 17, 2016, from HUD to convert its proposed 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; and

WHEREAS, the Authority proposed 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 was required to enter into PBV Housing Assistance Payment ("HAP") contract and Rental Assistance Demonstration Use Agreement ("RAD Use Agreement") with respect to each RAD project, all dated November 17, 2016; and

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 Authority 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; and

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

WHEREAS, Englewood Housing Management Services, Inc. ("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 Authority; and

WHEREAS, the Authority appointed EHMS as its agent for occupancy functions and to assume the obligations of HAP Owner under the RAD PBV HAP contract; and

WHEREAS, EHMS accepted such appointment and assumed such obligations by entering into a Property Leasing and Management Agreement with the Authority dated November 28, 2016 (the "Original Agreement") to evidence its obligation of the HAP Owner under the RAD PBV HAP contract; and

WHEREAS, the Authority and EHMS hereby mutually wish to amend, modify, add to and restate the terms of the Original Agreement by the execution of an Amended and Restated Property Leasing and Management Agreement (the "Amended and Restated Agreement"), in substantially the form attached hereto as Exhibit A, to memorialize the amended obligations of EHMS and the revised terms of the Original Agreement.

NOW THEREFORE BE IT RESOLVED by Board of Trustees of Englewood Housing Management Services, Inc. as follows:

1. EHMS hereby accepts the amended obligations of the HAP Owner under the Amended and Restated Agreement, which is in substantially the form attached as Exhibit A, with such additional revisions as shall be recommended by Counsel.
2. EHMS hereby approves the terms of the Amended and Restated Agreement and authorizes the execution and delivery of such Amended and Restated Agreement by the Chairman, President, Executive Director and Secretary of EHMS, along with any other designated and authorized officer(s) of EHMS (collectively the "Authorized Officers") in substantially the form attached hereto with such changes thereto as approved by the Authorized Officer executing the same, said approval to be conclusive assumed upon the execution thereof. Said Authorized Officers are hereby further directed to execute any documents, make any agreements, approve any changes authorized and, and undertake and perform any and all other actions that are necessary to effectuate the transactions contemplated by the Amended and Restated Agreement, upon advice of Counsel.
3. This Resolution shall take effect immediately.

RECORD OF BOARD OF TRUSTEES VOTE ON FINAL ADOPTION				
BOARD MEMBER	AYE	NAY	ABSTAIN	ABSENT
Chairwoman Glynn	✓			
Vice Chairwoman Cobb	✓			
Commissioner Correa	✓			
Commissioner Lee	✓			

Aye

Commissioner Lemelle	✓			

CERTIFICATION

I, the undersigned secretary of Englewood Housing Management Services, Inc., do hereby certify that within resolution entitled, "RESOLUTION OF THE ENGLEWOOD HOUSING MANAGEMENT SERVICES, INC. APPROVING THE TERMS OF THE AMENDED AND RESTATED LEASING AND MANAGEMENT AGREEMENT" was adopted at a meeting of Englewood Housing Management Services, Inc. duly called and held on January, 27 2025 at which meeting a quorum was present and acting throughout by a majority of the full membership of the board of Englewood Housing Management Services, Inc.. Such resolution has not been amended, modified, or repealed, and is in full force and effect as of the date hereof and is a true copy of the whole of the resolution.

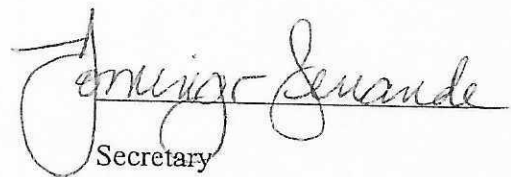

 Secretary

EXHIBIT A

AMENDED AND RESTATED PROPERTY LEASING AND MANAGEMENT AGREEMENT

This AMENDED AND RESTATED PROPERTY LEASING AND MANAGEMENT AGREEMENT (this "Amended and Restated Agreement") is made as of ~~January 13, 2025~~ January 27, 2025 by and between the HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD (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, INC., a New Jersey not-for-profit corporation ("EHMS").

RECITALS

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 an affordable residential rental public housing project located at 111 West Street, Englewood, New Jersey, otherwise known as the Vincente K. Tibbs housing project (the "Project"); and

WHEREAS, the Authority received a RAD Conversion Commitment ("RCC"), dated June 17, 2016, 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; and

WHEREAS, the Authority proposed 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 was required to enter into a PBV Housing Assistance Payment ("HAP") contract and a Rental Assistance Demonstration Use Agreement ("RAD Use Agreement") with respect to the Project, dated November 17, 2016; and

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

WHEREAS, where a PHA is the fee owner of projects, HUD allows the PHA to contract with an affiliated entity to lease and manage projects and to assume the obligations of the "owner"

("HAP Owner") under the RAD PBV HAP contract, and also requires that such affiliated entity execute a RAD Use Agreement in the capacity as an owner; and

WHEREAS, EHMS, is 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; and

WHEREAS, the Authority and EHMS previously entered into a Property Leasing and Management Agreement dated November 28, 2016 (the "Original Agreement") wherein the Authority appointed EHMS as its agent for the leasing and management of the Project, to assume the obligations as HAP Owner under the RAD PBV HAP contract, and to enter into the RAD Use Agreement, and EHMS accepted such appointment and assumed such obligations; and

WHEREAS, the Original Agreement provided for a term to continue on for so long as the Project is subject to a RAD PBV HAP contract (the "Original Term"), with all offers of renewal of the RAD PBV HAP contract to be accepted by EHMS; and

WHEREAS, the Authority wishes to refinance the funding received under the RAD Program by way of the RAD PBV HAP contract, and, in connection therewith, wishes to modify the terms of the Original Agreement and insert new terms thereto; and

WHEREAS, the Original Agreement did not provide clear and direct terms for its compliance with certain provisions of the Code and with other official statements of revenue procedures published by the Internal Revenue Service, specifically Revenue Procedure 2017-13; and

WHEREAS, the Authority and EHMS are desirous of modifying the Original Agreement and inserting new terms thereto as part of its desire to refinance the funding received under the RAD PBV HAP contract by amending the term thereof and as otherwise set forth herein and by including certain new terms of compliance with the Code and Revenue Procedure 2017-13 ("Rev. Proc. 2017-13"), all in accordance with the terms and conditions set forth hereafter; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Authority and EHMS do hereby amend and restate the terms of the November 28, 2016 Original Agreement, and insert new terms thereto, as follows, **the Authority and EHMS acknowledge that the terms of the within Amended and Restated Property Leasing and Management Agreement supersede and replace the terms of the Original Agreement.**

1. **Engagement.** The Authority hereby engages and appoints EHMS as its agent to lease and manage the units in the Project, to enter into and assume the obligations of owner under the RAD PBV HAP contract (including Parts I, II and any Rider thereto, as the same may be amended and supplemented), dated the date hereof, between the Authority and EHMS, and to enter into and perform the obligations of owner under the RAD Use Agreement, among HUD, the Authority and EHMS, dated the date hereof, with respect to the Project, all on the terms and conditions contained in this Agreement, and 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 Project as it may reasonably request from time to time.

2. Term. The initial term of this Amended and Restated Agreement shall commence on the date hereof and shall continue in full force and effect for a term of twenty (20) years, ending on _____, 2045; or such lesser term as may be required by the Code and Rev. Proc. 2017-13, and its successor(s). During the term hereof with respect to the Project for so long as the Project is subject to a RAD PBV HAP contract. EHMS shall accept all offers of renewal of the RAD PBV HAP contract.

3. EHMS Covenants.

3.1. EHMS Duties.

(a) Enter into RAD PBV HAP Contract and RAD Use Agreement. EHMS shall enter into a RAD PBV HAP contract as "owner", with the Authority, as the public housing agency, with respect to the Project, and shall perform all obligations of the owner thereunder and in accordance therewith. EHMS shall enter into a RAD Use Agreement as an "owner", with the Authority and HUD, with respect to the Project, and shall, jointly with the Authority, perform all obligations of the owner thereunder and in accordance therewith. It is the intent of the parties hereto that the Authority hereby grants to EHMS, and EHMS hereby accepts, such rights and interests in and to the Project (but expressly excluding fee ownership) as may be necessary to perform its obligations under the RAD PBV HAP contract and the RAD Use Agreement.

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

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

3.2. Power of Attorney. The Authority hereby appoints EHMS as its true and lawful attorney in fact, with full power of substitution, with authority to sign and acknowledge in the Authority's name and on the Authority's behalf any lease of the units in the Project and to take any action necessary to enforce compliance with such lease. This is a special power of attorney coupled with an interest, is irrevocable during the term of this Amended and Restated Agreement.

3.3. Tenants. During the term of this Amended and Restated Agreement, EHMS shall use its best efforts to investigate carefully all applications and information provided by prospective tenants and to let 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 the RAD PBV HAP contract and the RAD Use Agreement in connection with, among other things, the selection of tenants and rental of units.

3.4. Rentals and Collections. EHMS 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 the Project. Such amounts shall be held in a separate segregated trust account with respect to the Project, in the name of the Authority, with a federally insured banking institution in accordance with New Jersey law.

3.5. Security Deposits. EHMS 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 the Project, in the name of the 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 account with respect to the Project, all ordinary and necessary expenses incurred in connection with the operation of such Project, including amounts due for services, repairs, improvements. EHMS shall not be held liable for any losses or penalties due to nonpayment or late payment of expenses.

3.7. Accounting. EHMS shall prepare and distribute monthly to the Authority (by the 15th 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.

3.9. Legal Action. EHMS shall inform the Authority of any 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 costs and costs of collection.

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

3.11. 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 Project and compliance with the RAD PBV HAP contract and RAD Use Agreement.

3.12. Compliance With Law. EHMS shall perform duties and take actions under this Amended and Restated Agreement in accordance with New Jersey law, deed restrictions or other agreements encumbering the Project 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). EHMS acknowledges and agrees that it will be subject to, and must adhere to, all HUD requirements concerning the

payment of administrative fees, administrative fee reserve accounts, and all other Section 8 Program requirements.

3.13. 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 Project without the express prior written approval of the Authority. Any action taken by EHMS which is not expressly permitted by this Amended and Restated Agreement shall not bind the Authority.

4. Compensation. As compensation for its services hereunder, the Authority shall pay to EHMS as determined by the Authority in its discretion, an annual management fee not to exceed \$17,500.00, to be prorated for any partial year during the term of this Amended and Restated Agreement. With respect to compensation paid to EHMS, it is the intention of the parties hereto that this Amended and Restated Agreement complies with the provisions of the Code, including Revenue Procedure 2017-13 and its successor(s). If the compensation paid to EHMS causes this Agreement to violate Rev. Proc. 2017-13 or its applicable successor, the parties hereto will agree to adjust such compensation paid to EHMS to comply with Rev. Proc. 2017-13 (See also Section 9.7, Revenue Procedure 2017-13 Compliance).

5. Representations and Warranties of the Authority. To induce EHMS to enter into this Amended and Restated 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 Amended and Restated Agreement.

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

5.3. Validity. This Amended and Restated 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 the Project.

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

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

6.3. Validity. This Amended and Restated 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 Amended and Restated 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 Amended and Restated 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. To the extent permitted by law, 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 Amended and Restated 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. To the extent permitted by law, 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 Amended and Restated Agreement by EHMS any acts of EHMS or its agents or representatives taken outside of the scope of this Amended and Restated 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 Amended and Restated Agreement at any time, upon written notice to EHMS, if (i) EHMS has materially breached this Amended and Restated Agreement; provided, that (a) EHMS 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' 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 Amended and Restated Agreement at any time, upon written notice to the Authority, if (i) the Authority has materially breached this Amended and Restated 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 Amended and Restated Agreement.

8.2. Effective Time of Termination; Successor. The termination of this Amended and Restated 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 the RAD PBV HAP contract and the RAD Use Agreement. Upon termination of this Amended and Restated 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 Project.

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

9. Miscellaneous.

9.1. Discrimination. The Authority, 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 Amended and Restated 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 Amended and Restated Agreement shall be valid or binding unless made in writing and signed by both the Authority and EHMS.

9.3. Successors; Assignment. This Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Agreement are inserted for convenience only and are not intended to be used in construing the substance of any of the provisions of this Amended and Restated Agreement.

9.6. Notices. All notices, demands requests, approvals and other communications required or permitted by this Amended and Restated 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 (3rd) 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.

or personally

delivered to the Authority:

The Housing Authority of the City of
Englewood
111 West Street
Englewood, NJ 07631
Attn: Domingo Senande, Executive Director
Email: DSenande@ehahousing.org
Phone: (201) 871-3451
Fax: _____

If mailed or personally
delivered to EHMS:

Englewood Housing Management Services, Inc.
111 West Street
Englewood, NJ 07631
Attn: _____, President
Email: _____
Phone: _____
Fax: _____

9.7. Revenue Procedure 2017-13 Compliance. It is intended by the parties to this Amended and Restated Agreement that this Amended and Restated Agreement comply with the requirements of Rev. Proc. 2017-13. Toward that end:

(a) In determining compensation paid to EHMS for services rendered under this Amended and Restated Agreement, neither this Amended and Restated Agreement, nor any other agreement with the Authority, shall take into account, or make compensation contingent upon, either (a) the Project's net profits or (b) both the Project's revenues and expenses for any fiscal period. EHMS shall not bear the burden of any share of net losses from the operation of the Project, nor will the timing of the payment of compensation be contingent upon the Project's net losses.

(b) The Authority does currently exercise and shall continue to exercise a significant degree of control over the Project. EHMS does not now, and shall not in the future, have any role or relationship with the Authority that, in effect, substantially limits the Authority's ability to exercise its rights under this Amended and Restated Agreement.

(c) Notwithstanding any insurance coverage held by the Authority, the Authority does bear, and shall bear, the sole risk of loss upon damage or destruction of the

Project. Such risk of loss does not indemnify EHMS from any loss arising from EHMS's negligent or intentional damage or destruction of the Project.

(d) EHMS shall not take any tax position that is inconsistent with being a service provider to the Authority with respect to the Project, including but not limited to taking any depreciation or amortization, investment tax credit, or deduction for any payment as rent.

(e) EHMS's use, if any, of the Project shall be functionally related and subordinate to the performance of its services under this Amended and Restated Agreement.

9.8. Construction. If any of the provisions of this Amended and Restated 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 Amended and Restated Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.9. 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.

[Signature page follows on next page.]

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

THE HOUSING AUTHORITY OF THE CITY OF
ENGLEWOOD

By: _____
Name: Domingo Senande
Title: Executive Director

ENGLEWOOD HOUSING MANAGEMENT
SERVICES, INC.

By: _____
Name: _____
Title: President

ENGLEWOOD HOUSING AUTHORITY

111 WEST STREET
ENGLEWOOD, NEW JERSEY 07631
Tel. (201) 871-3451

RESOLUTION NO. 1-27-25 (5)

Offered by: Vice Chairwoman Cobb Seconded by: Commissioner Lemelle

RESOLUTION BY THE COMMISSIONERS OF THE ENGLEWOOD HOUSING AUTHORITY AUTHORIZING A CHANGE ORDER FOR THE CONTRACT FOR ARCHITECT AND ENGINEERING SERVICES WITH LAN ENGINEERING, PLANNING, ARCHITECTURE, SURVEYING, INC. WITH REGARD TO WORK RELATED TO PHASE IIIB OF THE REHABILITATION OF 111 WEST STREET

WHEREAS, the Englewood Housing Authority (the "Authority") previously awarded a contract for Architect and Engineer ("A&E") Services to LAN Engineering, Planning, Architecture, Surveying, Inc. ("LAN") for rehabilitation and renovation of Vincent K. Tibbs Senior Citizen Building relating to PHASE IIIA (preparation of contract documents) for the total sum \$383,329.00.

WHEREAS, as per the attached memo November 21, 2024, by Executive Director Domingo Senande, it is necessary to have additional A&E services performed due to unforeseen conditions discovered at the site; and

WHEREAS, as more particularly described in Schedule A attached hereto, LAN has submitted the following change orders for additional services to be performed before, or in connection with the contracted services which are so connected therewith that it is necessary to issue change orders to avoid a substantial increase in costs, as well as further delays in the completion of the job:

#10 Addition \$2,500.00

WHEREAS, the total additional cost for the services is not to exceed \$385,829.00 as provided in the Certification attached to this Resolution.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE ENGLEWOOD HOUSING AUTHORITY hereby approves the change order described in Exhibit A and authorizes an amendment to the Contract with LAN, Inc. as set forth herein for a sum not to exceed \$385,829.00.

INTRODUCED BY: Vice Chairwoman Cobb

SECONDED BY: Commissioner Lemelle

DATED: January 27, 2025

Katharine Glynn
Katharine Glynn, Chairwoman

ATTEST:

Domingo Senande
Domingo Senande, Executive Director

Chairwoman Katharine Glynn
Vice Chairwoman Melvina Cobb
Commissioner Raul Correa
Commissioner Samuel Lee, Jr.
Commissioner Zackarie Lemelle

Aye
Aye
Aye
Aye
Aye

**WRITTEN AMENDMENT TO AGREEMENT
BETWEEN LAN ASSOCIATES ENGINEERING, PLANNING,
ARCHITECTURE, SURVEYING, INC
AND ENGLEWOOD HOUSING AUTHORITY**

Origination Date: November 18, 2024 Original Proposal: _____
 LAN Job No.: 2.2684.05.08 Amendment No.: 10
 Project Name: Englewood IIA/Basement, First Floor and Sixth Floor Reconstruction

This Written Amendment modifies and supplements the Agreement between LAN Associates Engineering, Planning, Architecture, Surveying, LLP (herein called "LAN") and the Client and other provisions of the Standard Terms and Conditions for Architectural/Engineering Services between the herein named parties, as indicated. All provisions, which are not so modified and supplemented, remain in full force in the Agreement.


Numbers and titles used in this Written Amendment correspond with numbers and titles in the Agreement.

Cause:		
<input checked="" type="checkbox"/> Client Request	<input checked="" type="checkbox"/> Reg. Agency Comments	<input type="checkbox"/> Additional Scope
<input type="checkbox"/> Unforeseen Conditions	<input type="checkbox"/> Contractor Delays	<input type="checkbox"/> Cost Savings
<input type="checkbox"/> Other (Explain)		

Description of Change & Justification:
<p>Pursuant to the request by PSE&G, LAN shall provide an easement package for the electrical utility to reflect the new transformer location.</p> <p>These services will be billed based on a fixed fee noted below.</p>

Cost of Change:	Basic Services (Lump Sum)	Additional Hourly Services	Reimbursable Expenses	Total
Original Sum	\$383,329			\$383,329
Net Prior Changes	\$168,000			\$168,000
Current Change	\$2,500			\$2,500
Revised Sum	\$553,829			\$553,829

It is agreed to by the parties that the above Written Amendment to the Agreement shall be, and hereby is, made a part of the Agreement by and between LAN Associates, Engineering, Planning, Architecture, Surveying, LLP and the Client.

Approvals:			
LAN Associates, Engineering, Planning, Architecture, Surveying, Inc.	 _____ <small>Signature</small> Peter Manouvelos _____ <small>Print Name</small>	<input checked="" type="checkbox"/> Accepted <u>11/18/24</u> <small>Date</small>	
Client: Englewood Housing Authority	_____ <small>Signature</small> Domingo Senando _____ <small>Print Name</small>	<input type="checkbox"/> Approved _____ <small>Date</small>	

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

RESOLUTION NO. 1-27-2025 (6)

OFFERED BY: Commissioner Lee
SECONDED BY: Commissioner Lemelle

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD
AUTHORIZING THE AWARD OF A CONTRACT TO LOTHROP ASSOCIATES
ARCHITECTS INC. FOR ARCHITECTURAL/ENGINEERING SERVICES FOR
WINDOW REPLACEMENT AT VINCENT K. TIBBS SENIOR CITIZEN BUILDING

WHEREAS, the Housing Authority of the City of Englewood requires architectural/engineering services for window replacement at Vincent K. Tibbs Senior Citizen Building; and

WHEREAS, in accordance with its procurement policy of the Housing Authority did issue Request for Proposals and did receive six on Wednesday, January 15, 2025; and

WHEREAS, the Authority reviewed the offers and determined that **LOTHROP ASSOCIATES ARCHITECTS INC.** is a responsible firm which submitted the most responsive offer in accordance with the Request for Proposal; and

WHEREAS, based upon its evaluation and a review of references, the Housing Authority staff recommends that **LOTHROP ASSOCIATES ARCHITECTS INC.** be awarded a contract in the amount of:

COMPANY	FEE	REIMBURSABLE EXPENSES
Lothrop Associates Architects Inc. 125 Half Mile Road, Suite 200 Red Bank, N.J. 07701	\$24,400.00	

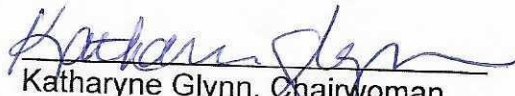
and;

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the City of Englewood that a contract for window replacement at Vincent K. Tibbs Senior Citizen building is awarded to **LAN ASSOCIATES** for the amount of:

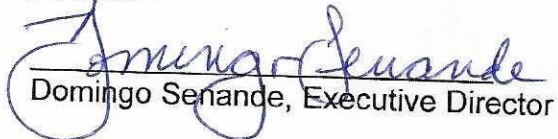
COMPANY	FEE	REIMBURSABLE EXPENSES
Lothrop Associates Architects Inc. 125 Half Mile Road, Suite 200 Red Bank, N.J. 07701	\$24,400.00	

;and

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


Katharyne Glynn, Chairwoman

ATTEST:


Domingo Senande, Executive Director

Chairwoman Katharine Glynn
Vice Chairwoman Melvina Cobb
Commissioner Raul Correa
Commissioner Samuel Lee, Jr.
Commissioner Zackarie Lemelle

Aye
Aye
Aye
Aye
Aye

REQUEST FOR PROPOSAL OPENING – JANUARY 15, 2024 TIME – 11:00 A.M.
 ARCHITECTURAL/ENGINEERING SERVICES – WINDOW REPLACEMENT AT THE
 VINCENT K. TIBBS SENIOR BUILDING

COMPANY	FEE	REIMBURSABLE EXPENSES
Clarke Caton Hintz 100 Barrack Street Trenton, N.J. 08608 Lead Consultant: Michael J. Hanrahan, AIA, Principal	\$39,500.00	\$2,000.00
Coppa Montalbano Architects 97 Lackawanna Avenue Suite 201 Totowa, N.J. 07512 Lead Consultant: Mark Montalbano	\$88,700.00	expenses at cost plus 15%
ICON 258 Newark Street Hoboken, N.J. 07030 Lead Consultant: Ignacio Caramia	\$36,800.00	Expenses shall be billed at 1.15 times actual
JGM 1 Gateway Center Suite 2600 Newark, N.J. 07102 Lead Consultant: Voytek Orzechowski, RA, AIA LEED GA	\$159,800.00	
LAN Associates 445 Godwin Avenue, Suite 9 Midland Park, N.J. 07432	\$29,100.00	Reproduction plus 15% overhead and profit

Lead Consultant: Christopher S. Borduin, RA, LEED AP		
Lothrop Associates Architects Inc. 125 Half Mile Road, Suite 200 Red Bank, N.J. 07701 Lead Consultant: Arthur Seckler, III, Principal	\$24,400.00	

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

RESOLUTION NO. 1-27-25 (7)

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD
AUTHORIZING THE AWARD OF A CONTRACT TO JAVIER CONSTRUCTION FOR
APARTMENT RENOVATIONS AT VINCENT K. TIBBS SENIOR BUILDING

OFFERED BY: Chairwoman Glynn
SECONDED BY: Commissioner Lemelle

WHEREAS, the Housing Authority of the City of Englewood requires apartment renovations at Vincent K. Tibbs Senior Building; and

WHEREAS, JAVIER CONSTRUCTION was awarded a contract in RESOLUTION 10-7-2024 (11) for the base bid only; and

WHEREAS, it was determined that there was a need for additional work in the Vincent K. Tibbs Senior Building; and

WHEREAS, JAVIER CONSTRUCTION shall complete the following alternates:

Item	Price
Add Alternate #1 – Apartment entry door replacement.	\$265,000.00
Add Alternate #2 – Apartment living room and bedroom painting.	\$126,000.00
Add Alternate #3 – Radiator covers and mixing valves replacement.	\$768,000.00

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the City of Englewood, that the Executive Director, Domingo Senande is hereby authorized to execute a contract with JAVIER CONSTRUCTION for Alternates 1, 2, and 3 for additional work needed at Vincent K. Tibbs Senior Building.

ATTEST:

Domingo Senande
Domingo Senande, Executive Director

Katharine Glynn
Katharine Glynn, Chairwoman

Chairwoman Katharine Glynn
Vice Chairwoman Melvina Cobb
Commissioner Raul Correa
Commissioner Samuel Lee, Jr.
Commissioner Zackarie Lemelle

Aye
Aye
Aye
Aye
Aye

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

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD
AUTHORIZING AWARD OF A CONTRACT TO CRUDELLOS ROOFING FOR THE
REMOVAL OF DEBRIS AND CLEANING OF GUTTERS AT 145, 155, 165, 175 WEST
STREET, 4 AND 8 SLOCUM AVENUE, 167-169 MORSE PLACE, AND 115
HUMPHREY STREET UNITS A AND F**

RESOLUTION NO. 1-27-2025 (8)

OFFERED BY: Commissioner Lee
SECONDED BY: Commissioner Correa

WHEREAS, the Housing Authority of the City of Englewood requires the removal of debris and cleaning of gutters at 145, 155, 165, 175 West Street, 4 and 8 Slocum Avenue, 167-169 Morse Place, and 115 Humphrey Street units A and F; and

WHEREAS, in accordance with its procurement policy, the Housing Authority did solicit price quotes and did receive two on Thursday, December 12, 2025; and

WHEREAS, the Authority reviewed the offers and determined that **CRUDELLOS ROOFING** is a responsible firm which submitted the most advantageous offer; and

WHEREAS, based upon its evaluation and a review of references, the Housing Authority recommends that **CRUDELLOS ROOFING** be awarded a contract in the amount of:

PROPERTY	AMOUNT
Westmoor Gardens -145, 155, 165, 175 West Street, 4 and 8 Slocum Avenue	\$1,950.00
167-169 Morse Place	\$5,500.00
115 Humphrey Street Units A and F	\$550.00
Total	\$8,000.00

; and

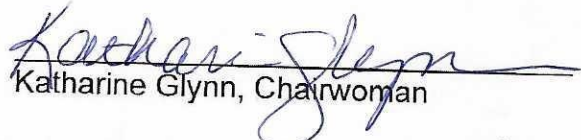
NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the City of Englewood, hereby authorizes the Executive Director, Domingo

Senande, to execute a contract for the removal of debris and cleaning of gutters at 145, 155, 165 West Street, 4 and 8 Slocum Avenue, 167-169 Morse Avenue and 115 Humphrey Street units A and F be awarded to **CRUDELLOS ROOFING** in the amount of:

PROPERTY	AMOUNT
Westmoor Gardens -145, 155, 165, 175 West Street, 4 and 8 Slocum Avenue	\$1,950.00
167-169 Morse Place	\$5,500.00
115 Humphrey Street Units A and F	\$550.00
Total	\$8,000.00

; and

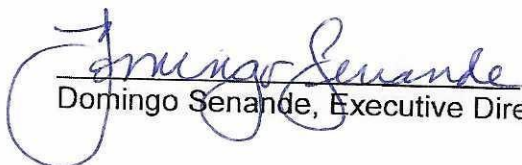
BE IT FURTHER RESOLVED that legal counsel shall approve the appropriate form of contract.


Katharine Glynn, Chairwoman

Chairwoman Katharine Glynn
Vice Chairwoman Melvina Cobb
Commissioner Raul Correa
Commissioner Samuel Lee, Jr.
Commissioner Zackarie Lemelle

Aye
Aye
Aye
Aye
Aye

ATTEST :


Domingo Senande, Executive Director

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

RESOLUTION NO. 1-27-2025 (9)

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

OFFERED BY: Vice Chairwoman Cobb
SECONDED BY: Chairwoman Glynn

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

EHA Operating –	5310
E.H.M.S., Inc. –	2820
Foti –	2924
Section 8 –	15957
Westmoor Gardens –	9138

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 January 1st through 31st.

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 in the attached listing for the period of December.

Katharine Glynn
Katharine Glynn, Chairwoman

ATTEST:

Domingo Senande
Domingo Senande, Executive Director

Chairwoman Katharine Glynn
Vice Chairwoman Melvina Cobb
Commissioner Raul Correa
Commissioner Samuel Lee, Jr.
Commissioner Zackarie Lemelle

Aye
Aye
Aye
Aye
Aye

At the Board Meeting of January 27, 2025 (9) upon roll call of Commissioners present, all voted "Aye" and Resolution January 27, 2025 (9) as carried.