

Guttenberg Housing Authority Board of Commissioners

Open Public Meeting Agenda

September 9, 2024 at 5:00 p.m.

Virtual Meeting

Dial in: 1-571-748-4021 PIN: 883-1595#

1. Call to Order
2. Reading of the Open Public Meetings Act Notice
3. Roll Call
4. Pledge of Allegiance
5. Executive Director's Report
6. Financial Report and Bill List
7. Approval of Minutes

July 1, 2024 Board Meeting

8. Old Business

9. New Business

Travel request

FSS National Conference (Grant Funded)

PHADA Commissioners Conference

NAHRO National Conference

PHA-WEB User Confernece

10. Resolutions

Resolution 2024-11 Approving and authorizing the award of a contract to Blackstone Group, LLC.

Resolution 2024-12 Approving and authorizing a cell tower lease agreement with Inrange Solutions, LLC.

Resolution 2024-13 Approving and authorizing execution of a Memorandum of Understanding with the Town of Guttenberg for a Security Program

11. Public Comment

12. Adjournment

(THE BOARD MAY CONVENE TO CLOSED SESSION DURING THE MEETING)

**HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG
MEETING MINUTES**

This regular meeting of the Board of Commissioners was held virtually on July 1, 2024. The meeting was opened at 5:03 p.m. and the Open Public Meetings Act Notice was recited.

Adequate notice of this Meeting of the Board of Commissioners of the Housing Authority of the Town of Guttenberg was given in accordance with Chapter 231 of the Laws of New Jersey by publishing the meeting date in the El Especialito and the Bergen Record, by posting the meeting date at the Guttenberg Town Hall, by posting the meeting date on the Bulletin Board at the main office of the Housing Authority at 6900 Broadway, Guttenberg, New Jersey 07093 and by posting the meeting date on the official website of the Housing Authority of the Town of Guttenberg.

A roll call of the Commissioners was taken.

COMMISSIONER	PRESENT	ABSENT
LINDA HABERMANN-WARD, CHAIR	X	
JOLENE MANTINEO, VICE CHAIR	X	
DR. GONZALO PEREZ	X	
BLANCA POPIEL	X	
LUZ TORRES	X	
NANCY RIVERA	X	
JORGE DEARMAS	X	

Also attending the meeting were Executive Director Ruddys E. Andrade and General Counsel, Francis J. Borin, Esq. of DeCotiis, FitzPatrick, Cole & Giblin, LLP.

PLEDGE OF ALLEGIANCE

EXECUTIVE DIRECTOR'S REPORT:

1. The Executive Director is pleased to report on the renovations made to the Community Room located at 136 69th Street. The renovations are just about complete. Use of the Community Room will be extended to Section 8 residents and other Guttenberg residents for a small fee.
2. The Executive Director has put out bids for new flooring at 700 5 Boulevard East, which includes the community room, lobby, etc. The current floors have reached their life expectancy.
3. The Executive Director is looking to replace the intercoms at 136 69th Street. The new system will be able to take a photo of anyone at the door and it is a wireless system. The Executive Director would like to start with 136 69th Street and see how the system performs. Pricing is \$3,400 for intercom and \$1,300/year subscription charge. This is substantially less than replacing the system with a new wired intercom system. The system is compatible with a flip phone or smartphone.

FINANCIAL REPORT / PAYMENT OF BILLS:

A motion was made to approve the Financial Report and to accept and pay all bills. The following vote ensued:

COMMISSIONER	MOTION/ SECOND	YES	NO	ABSTAIN	ABSENT
LINDA HABERMANN-WARD, CHAIR	1	X			
JOLENE MANTINEO, VICE CHAIR		X			
DR. GONZALO PEREZ		X			
BLANCA POPIEL	2	X			
LUZ TORRES		X			
NANCY RIVERA		X			
JORGE DEARMAS		X			

The motion is adopted.

APPROVAL OF MINUTES:

A motion was made to approve the minutes of the May 6, 2024 meeting of the Board of Commissioners. The following vote ensued:

COMMISSIONER	MOTION/ SECOND	YES	NO	ABSTAIN	ABSENT
LINDA HABERMANN-WARD, CHAIR		X			
JOLENE MANTINEO, VICE CHAIR	2	X			
DR. GONZALO PEREZ		X			
BLANCA POPIEL		X			
LUZ TORRES	1	X			
NANCY RIVERA		X			
JORGE DEARMAS		X			

The motion is adopted.

OLD BUSINESS:

None.

NEW BUSINESS:

None.

RESOLUTIONS

Resolution 2024-10 approving and authorizing the award of a contract to CJ Vanderbeck & Sons, Inc. for the purchase and installation of a boiler at 690 Broadway in the amount of \$81, 660.

COMMISSIONER	MOTION/ SECOND	YES	NO	ABSTAIN	ABSENT
LINDA HABERMANN-WARD, CHAIR	1	X			
JOLENE MANTINEO, VICE CHAIR		X			
DR. GONZALO PEREZ		X			
BLANCA POPIEL	2	X			
LUZ TORRES		X			
NANCY RIVERA		X			
JORGE DEARMAS		X			

The resolution is adopted.

PUBLIC COMMENT:

None.

ANNOUNCEMENTS:

1. The August Board Meeting will be canceled. The next meeting will be Monday, September 9, 2024.
2. The Town’s Block Party is scheduled for August 13th between 69th and 70th Street beginning at 5:00 pm
3. The City will be observing Colombia's Independence Day on July 20th, on Park Avenue between 71st and 70th Street.

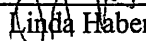
ADJOURNMENT:

A motion was made to adjourn the meeting. The following vote ensued:

COMMISSIONER	MOTION/ SECOND	YES	NO	ABSTAIN	ABSENT
LINDA HABERMANN-WARD, CHAIR		X			
JOLENE MANTINEO, VICE CHAIR		X			
DR. GONZALO PEREZ		X			
BLANCA POPIEL		X			
LUZ TORRES	2	X			
NANCY RIVERA		X			
JORGE DEARMAS	1	X			

The meeting was adjourned at 5:20 p.m.

Ruddys E. Andrade, Executive Director/Secretary



Linda Habermann-Ward, Chairperson

**RESOLUTION
of the
HOUSING AUTHORITY OF THE
TOWN OF GUTTENBERG**

Resolution No. 2024-11

**RESOLUTION APPROVING AND AUTHORIZING THE AWARD OF A CONTRACT
TO BLACKSTONE GROUP, LLC FOR PURCHASE AND INSTALLATION OF
FLOORING IN THE AMOUNT OF \$120,000.**

Date Introduced: September 9, 2024

Date Adopted: September 9, 2024

WHEREAS, the Housing Authority of the Town of Guttenberg (“Housing Authority”), a public entity organized and existing pursuant to the Code of Federal Regulations, the Department of Housing and Urban Development (“HUD”), and the laws of the State of New Jersey, has determined that it is in need of common area flooring at 7005 Blvd; and

WHEREAS, the purchase and installation cost of flooring was expected to exceed the Housing Authority’s bid threshold of \$44,000.00 under the New Jersey Local Public Contracts Law; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4 and prevailing federal procurement regulations, the Housing Authority called for bids; and

WHEREAS, in accordance with the Housing Authority’s procurement policy, a total of two (2) bids were received;

and **WHEREAS**, following the review of all bids received, Blackstone Group, LLC., located at 570 Broad Street, Suite 1206, 12th Floor, Newark, NJ 07102 was found to be the lowest responsible bid pursuant to N.J.S.A. 40A:11-4 and N.J.S.A. 40A:11-2; and

WHEREAS, the contract is being awarded pursuant to a “fair and open” process in accordance with N.J.S.A. 19:44A-20.5; and

WHEREAS, the bid submitted by Blackstone Group, LLC has been reviewed and deemed by the Housing Authority's Executive Director, Qualified Purchasing Agent, and General Counsel to be responsive and conforming with all requirements as set forth by federal procurement law, New Jersey Local Public Contracts Law, and the request for bids; and

WHEREAS, the Housing Authority has certified that sufficient funds have been appropriated for the above-mentioned service; and

WHEREAS, the Board of Commissioners has found that it is in the best interest of the Housing Authority and its overall goal of providing quality affordable housing to its residents to approve and authorize the award of a contract to Blackstone Group, LLC;

NOW THEREFORE,

BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the Town of Guttenberg hereby approves and authorizes the award of a contract to Blackstone Group, LLC; and

BE IT FURTHER RESOLVED that the Board hereby authorizes and directs the Executive Director of the Housing Authority of the Town of Guttenberg to take any and all necessary administrative actions to implement this resolution.

COMMISSIONER	MOTION/ SECOND	YES	NO	ABSTAIN	ABSENT
LINDA HABERMANN-WARD, CHAIR		X			
JOLENE MANTINEO VICECHAIR		X			
DR. GONZALO PEREZ		X			
NANCY RIVERA	1	X			
JORGE DEARMAS	2	X			
LUZ TORRES		X			
BLANCA POPIEL		X			

~~Linda Habermann-Ward, Chairperson~~

Ruddys E. Andrade, Secretary

RESOLUTION

**HOUSING AUTHORITY OF THE TOWN OF
GUTTENBERG
RESOLUTION NO. 2024-12**

**RESOLUTION AUTHORIZING AND APPROVING A CELL TOWER LEASE
AGREEMENT WITH INRANGE SOLUTIONS LLC FOR THE PROPERTY LOCATED
AT 7005 BOULEVARD EAST, GUTTENBERG, NEW JERSEY**

MOTIONED BY:

SECONDED BY:

WHEREAS, the Housing Authority of the Town of Guttenberg (the “Authority”) is a public body corporate and politic, constituting an agency and instrumentality of the State of New Jersey, created by the Town of Guttenberg in the County of Hudson, within the State 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.; and

WHEREAS, the Authority desires to lease space at its public housing building located at 7005 Boulevard East, Guttenberg, New Jersey (the “Building”), for the installation and maintenance of a cell tower; and

WHEREAS, the Authority has been contacted by inRange Solutions LLC (“inRange”), an entity that is affiliated with Verizon Wireless, regarding the placement of a cell tower on the Building; and

WHEREAS, inRange proposes to lease space on the Building for a period of twenty-five (25) years, consisting of a five (5) year initial term with four (4) additional five (5) year renewal terms, with a monthly rental of \$2,000.00 and a two percent (2%) annual escalation factor; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law, , N.J.S.A. 40A:12A-1 et seq., the Authority may lease or rent any lands, buildings, structures or facilities embraced in any housing project; and

WHEREAS, pursuant to the Authority’s Annual Contributions Contract with the U.S. Department of Housing and Urban Development (“HUD”), as well as HUD Notice PIH 2017-24, the Authority must seek and receive approval from HUD for the leasing of space on the Building as proposed by inRange; and

COMMISSIONER	MOTION/ SECOND	YES	NO	ABSTAIN	ABSENT
LINDA HABERMANN-WARD, CHAIR		X			
JOLENE MANTINEO VICECHAIR		X			
DR. GONZALO PEREZ	2	X			
NANCY RIVERA	1	X			
JORGE DEARMAS		X			
LUZ TORRES		X			
BLANCA POPIEL		X			

Linda Habermann-Ward, Chairperson

Ruddys E. Andrade, Secretary

RESOLUTION
HOUSING AUTHORITY OF THE TOWN OF
GUTTENBERG
RESOLUTION NO. 2024-13

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF A
MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF GUTTENBERG
FOR A SECURITY PROGRAM

MOTIONED BY:

SECONDED BY:

WHEREAS, the Housing Authority of the Town of Guttenberg (the “Authority”) is a public body corporate and politic, constituting an agency and instrumentality of the State of New Jersey, created by the Town of Guttenberg in the County of Hudson, within the State 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.; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes local units to enter into a contract with each other to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, the Town has determined that it is in the public interest to prevent the unauthorized entry and solicitation within residential complexes within the Town and desires to enter into an agreement with the Housing Authority whereby the Housing Authority will provide security services pursuant to a formal security program (the “Security Program”); and

WHEREAS, in accordance with N.J.S.A. 40A:65-1 et seq., the Town and the Housing Authority may enter into an agreement for services to prevent unauthorized entry and solicitation within residential complexes in accordance with terms agreed to between the parties; and

WHEREAS, the Housing Authority desires to enter into a Memorandum of Understanding (the “Agreement”) with the Town whereby the Authority will operate and oversee the Security Program and the Town will compensate the Authority for those services; and

WHEREAS, the Agreement will not result in any additional expenditure of funds by the Authority and the Authority will be compensated for its administrative costs associated with the Security Program; and

COMMISSIONER	MOTION/ SECOND	YES	NO	ABSTAIN	ABSENT
LINDA HABERMANN-WARD, CHAIR	2	X			
JOLENE MANTINEO VICECHAIR		X			
DR. GONZALO PEREZ		X			
NANCY RIVERA		X			
JORGE DEARMAS		X			
LUZ TORRES	1	X			
BLANCA POPIEL		X			

Linda Habermann-Ward, Chairperson

Ruddys E. Andrade, Secretary

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter, the "Agreement") is made by and between the Town of Guttenberg (the "Town"), having offices at 6808 Park Ave, Guttenberg, NJ 07093, and The Housing Authority of the Town of Guttenberg ("Housing Authority"), having offices 6900 Broadway, Guttenberg, NJ 07093.

WHEREAS, the Town of Guttenberg ("Town") is a public/municipal entity organized under the laws of the State of New Jersey, and located in Hudson County; and

WHEREAS, the Housing Authority is a public/municipal housing authority organized under the laws of the State of New Jersey, and located in Hudson County; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units to enter into a contract with each other to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, the Borough has determined that it is in the public interest to prevent the unauthorized entry and solicitation within residential complexes within the Town and desires to enter into an agreement with the Housing Authority whereby the Housing Authority will provide security services pursuant to a formal security program (the "Security Program"); and

WHEREAS, in accordance with N.J.S.A. 40A:65-1 et seq., the Town and the Housing Authority may enter into an agreement for services to prevent unauthorized entry and solicitation within residential complexes in accordance with terms agreed to between the parties; and

WHEREAS, the Mayor and Town Council passed a resolution authorizing negotiations for a shared services agreement between the Town and the Housing Authority for the Security Program to prevent unauthorized entry and solicitation within Housing Authority campuses.

NOW, THEREFORE, the Town and the Housing Authority wish to confirm in writing the terms of mutual and individual responsibilities related to the Security Program:

1. **Recitals.**

The recitals set forth above are incorporated by reference as if fully set forth herein.

2. **Description.**

The Town and Housing Authority (the "Parties") enter into this Agreement to establish a Security Program to prevent unauthorized entry and solicitation within Housing Authority campuses as defined herein. This agreement defines the responsibilities of the Parties with respect to the hiring and management of unarmed New Jersey Security Office Registration Act ("SORA") qualified

security personnel, funding for the Security Program, and the duties of the Parties under the Security Program.

3. Roles and Responsibilities.

The Town's Responsibilities

- A. Except for the year 2024, which the parties agree shall be prorated, the Town will provide \$15,000.00 in funding annually, in one lump sum, toward the Security Program by the 1st of July of each year during the term of this Agreement. For 2024, the Town will provide \$10,000.00 in one lump sum by September 15, 2024, representing 2024 funding from May 1, 2024, to December 31, 2024 (8 months x \$1,250.00 = \$10,000.00). Such payment shall be used to offset the Housing Authority's administrative costs to oversee the Security Program including, specifically, a portion of the Housing Authority Executive Director's salary who oversees the personnel management and supervision of security personnel as described herein.

- B. Security personnel hourly wages for the Security Program shall be paid directly by the Town as set forth in the Town's Salary Ordinance.

Housing Authority's Responsibilities

- A. The Housing Authority shall provide personnel management and supervision of the security personnel including scheduling, rotation of security personnel, discipline, security personnel training and qualifications for security services provided at the Housing Authority campuses (the "Campuses"). For the purposes of this Agreement, the Campuses consists of the following Housing Authority buildings: (1) Centennial Tower located at 6900 Broadway; (2) Golden Gardens located at 136 69th Street; (3) Herman Klein Tower located at 7005 Blvd East; and (4) Macaluso Tower located at 400 68th Street.

- B. The Housing Authority shall ensure that all security personnel hired stay current on all training, including but not limited to, SORA Training requirements and licenses and shall provide proof of unarmed security personnel two (2) year SORA license to the Town upon completion of said training. To that end, the Housing Authority agrees to cover the initial cost of SORA training as well as all subsequent renewal licenses and required training for all security personnel.

- C. The Housing Authority shall ensure that unarmed security personnel bring their original SORA ID card, a government issued photo ID, and a screenshot or print out from the New Jersey State Police website which includes their renewal ID number.

- D. The Housing Authority shall ensure all two (2) year unarmed security personnel SORA license holders renew their certifications/licenses 90 days **BEFORE** their expiration date. If any security personnel's required licenses expire, the Housing Authority agrees to fund the SORA training for that unarmed security personnel and the Town shall not incur said cost.

- E. The Housing Authority will make hiring recommendations for additional and/or replacement security personnel to the Mayor and Town Council for the Town who shall have final authority as to hiring.
- F. The Housing Authority shall be responsible for all background checks for security personnel and shall include such information in their recommendations to the Town for any recommended security personnel hires.

4. Term of Agreement.

- A. The term of this Agreement shall run from the date of signature by both parties and shall thereafter be automatically renewed for periods of one (1) year, unless one party hereto shall notify the others hereto in writing not less than ninety days (90) prior to the date of the termination of this Agreement that it wishes not to renew its participation in this Agreement. Such written notice shall comply with the provisions contained in the Notice section below.
- B. Either Party may terminate this Agreement upon ninety (90) days written notice to the other Party, subject to the provisions contained in the Notice section below.
- C. This Agreement shall take effect after the adoption of resolutions by the governing bodies of the Parties hereto and upon the execution of the Agreement, as so authorized.

5. Provisions.

This Agreement contains all provisions agreed upon by the parties and constitutes the entire agreement and understanding between the Parties concerning its subject matter and supersedes in full all prior written and oral agreements, understandings, proposals, promises, negotiations, and representations of the Parties concerning the subject matter thereof and the terms applicable hereto. This Agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey without regard to New Jersey's choice of law or conflicts of laws rules or principles. Any disputes arising out of or relating to this Agreement, or the obligations of the parties thereunder shall be subject to the exclusive jurisdiction of the Superior Court for New Jersey venued in Hudson County, New Jersey. Any amendments to this Agreement must be in writing and signed by the Parties or their duly authorized representatives.

6. Indemnification.

- A. The Housing Authority shall indemnify and hold harmless the Town from any liability or costs incurred by the Housing Authority, including the legal costs of the defense of any claim, which arises from the Security Program. The Housing Authority shall maintain liability insurance naming the Town as an additional insured party.

7. Warranties.

- A. The undersigned do hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any State employee, officer or official.
- B. In performing their duties hereunder, the Housing Authority will and shall ensure the unarmed security personnel employees and agents abide by all applicable federal, State and local laws, rules and regulations, and accreditation standards.

8. Construction.

In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement. The section headings of this Agreement are for convenience only and have no interpretive value. This Agreement constitutes the complete and final agreement between the Parties pertaining to the Security Program and supersedes the Parties' prior understandings, communications and discussions relating to the subject matter hereof. This Agreement shall not be modified, in whole or in part, unless expressed in a writing signed by both Parties.

9. Relationship of the Parties.

Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the Parties, and neither party will be entitled to act on behalf of or bind the other in any matter, except to the extent expressly set forth in this Agreement, if at all.

10. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute the same instrument. Each Party acknowledges that an original signature or a legible copy thereof transmitted electronically in a portable document format (PDF) shall constitute an original signature for purposes of this Agreement.

11. Notice.

- A. This Agreement shall be filed for informational purposes with the Division of Local Government Services ("DLGS") in the Department of Community Affairs, in accordance with the rules and regulations promulgated by the Director of DLGS.

B. All notices to the Parties to this Agreement must be in writing and must be served by certified mail-return receipt requested or delivered by commercial courier service. Except as provided elsewhere in this Agreement, a notice is effective only if given in compliance with this section. In all cases, notices shall be addressed as follows:

To the Town: Dr. Cosmo A. Cirillo
Town Administrator
Town of Guttenberg
6808 Park Ave
Guttenberg, NJ 07093

To the Housing Authority: Mr. Ruddys Andrade
Executive Director
The Housing Authority of the Town of Guttenberg
6900 Broadway
Guttenberg, NJ 07093

IN WITNESS WHEREOF, the parties hereto, duly authorized, agreed to the above as written.

TOWN OF GUTTENBERG

Wayne D. Zitt, Jr.,
Mayor

Dr. Cosmo A. Cirillo,
Town Administrator

GUTTENBERG HOUSING AUTHORITY

Ruddys Andrade,
Executive Director

Witness