

Guttenberg Housing Authority Board of Commissioners

Open Public Meeting Agenda

May 5, 2025 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

April 7, 2025 Board Meeting

8. Old Business

9. New Business

10. Resolutions

Resolution 2025-12 Authorizing the award of a contract for a Public Housing Policy and Training Consulting Agreement.

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 on April 7, 2025, at 136 69th Street, Guttenberg, NJ. 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	
JORGE DEARMAS	X	
JORGE GOMEZ	X	

Also attending the meeting were Executive Director Ruddy 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 gave an update regarding the grant from HUD for \$250,000 for smoke and carbon monoxide detectors throughout the Housing Authority's properties.
2. The Executive Director reported on Phase II on the flooring at 6900 Broadway. The Executive Director is happy with the work and the project has stayed within budget.
3. The Executive Director reported that they are looking for funding for a grant for elevator work at 400 68th Street.
4. The Executive Director reported that the grant for the elevator work at 6900 Broadway has been closed out. HUD denied a request for further funding for elevator work at 400 68th Street.
5. The Executive Director reported that the landscape in Washington has changed and there is great uncertainty concerning funding for both Public Housing and Section 8. A Notice has been issued to cease issuing new Section 8 vouchers.

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		X			
JOLENE MANTINEO, VICE CHAIR	1	X			
DR. GONZALO PEREZ		X			
BLANCA POPIEL		X			
LUZ TORRES	2	X			
JORGE DEARMAS		X			
JORGE GOMEZ		X			

The motion is adopted.

APPROVAL OF MINUTES:

A motion was made to approve the minutes of the March 3, 2025, meeting of the Board of Commissioners. 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			
JORGE DEARMAS		X			
JORGE GOMEZ				X	

The motion is adopted.

OLD BUSINESS:

None.

NEW BUSINESS:

- Swearing in of New Commissioner, Jorge Gomez.

- Reorganization

Nomination for Chair

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

- Reorganization

Nomination for Vice- Chair

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

RESOLUTIONS:

- Resolution 2025-12 Authorizing the award of a contract for a Public Housing Policy Consulting Agreement

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

The resolution was tabled until next meeting.

PUBLIC COMMENT:

None.

ADJOURNMENT:

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

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

The meeting was adjourned at 5:25 p.m.

Ruddys E. Andrade, Executive Director/Secretary

Linda Habermann-Ward, Chairperson

RESOLUTION

**HOUSING AUTHORITY OF THE TOWN OF
GUTTENBERG
RESOLUTION NO. 2025-12**

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF A PUBLIC
HOUSING CONSULTING AGREEMENT WITH CIRILO AND ASSOCIATES LLC**

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, Authority desires to retain the services of a public housing consultant to assist the Authority with performance of certain services that are related to the Authority’s mission and objectives; and

WHEREAS, the Authority desires to approve a Public Housing Consulting Services Agreement (the “Agreement”) for a term not-to-exceed one (1) year and which Agreement shall be terminable by the Authority at its convenience; and

WHEREAS, this Agreement is awarded without competitive bidding as the cost of the services provided under the Agreement will not exceed \$12,500 during the term of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG, that the Agreement for Public Housing Consulting Services (the “Agreement”) is hereby approved in a form substantially similar to that attached as Exhibit “A” hereto, with such revisions as shall be recommended by General Counsel; and

BE IT FURTHER RESOLVED, that the Executive Director is hereby authorized and directed to execute the Agreement and to take all necessary administrative actions to implement the terms of the Agreement.

BE IT FURTHER RESOLVED, that no further action shall be necessary.

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

Linda Habermann-Ward, Chairperson

Ruddys E. Andrade, Secretary

EXHIBIT A

PUBLIC HOUSING CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made between Cirilo and Associates LLC registered at 55 Benvenue Avenue, West Orange, NJ 07052 (the "Consultant"), and the Housing Authority of the Town of Guttenberg (the "Authority"), a public body corporate and politic and an agency and instrumentality of the Town of Guttenberg (the "Town"), located at 6900 Broadway, Guttenberg, NJ 07093. Each of the Consultant and the Authority shall also be a "Party" and collectively, the "Parties".

WITNESSETH

The Authority was created pursuant to and in accordance with the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) for the purposes of (i) providing safe, decent, sanitary dwellings for persons of low and moderate income in the Town, and (ii) where applicable, carrying out certain redevelopment plans in the Town.

The Authority will engage the Consultant on the terms and conditions set forth below. For the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, the Authority and Consultant agree as follows:

ARTICLE I - DUTIES OF THE CONSULTANT

1.1 The Authority hereby engages the Consultant to perform services as set forth in Section 1.3 hereof.

1.2 The Consultant agrees that he will at all times faithfully, industriously, and to the best of his ability, experience, and talents, perform all of the duties and responsibilities that may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable

satisfaction of the Authority. Such duties shall be rendered at the Authority's offices or at such other place or places as Authority shall in good faith require or as the interests, needs, business, or opportunity of the Authority shall require.

1.3 The Consultant shall at all times be subject to the direction of the Executive Director of the Authority or his Designee. The Consultant's duties and responsibilities shall include the following:

- Prepare updates to the Authority's policies and regulations including, but not exclusive to the Public Housing Admissions and Occupancy Policy, the Housing Choice Voucher Administrative Plan, and any other policy as directed.
- Train staff on property management essentials and Public Housing rules and regulations.
- Extend public housing compliance services in the areas of day-today property operations and assure that REAC High Performer protocols under the Public Housing Assessment System are maintained and train staff accordingly. Ex. Collection rates, vacancy rates, unit turn-over rates, work order response times, inspections etc.
- Assure that all pertinent reporting is submitted on time and schedule including, NJ Multi Family Dwelling Reports (MDRs), Capital Fund unit data, REAC EPIC reporting, Health & Safety (H&S) reports post REAC Inspections, etc. Download appropriate Earned Income Verification (EIV) reports.
- All such other tasks and responsibilities properly delegated to the Consultant by the Executive Director of the Authority or Designee.

ARTICLE II - COMPENSATION AND BENEFITS

2.1 The Authority shall pay the Consultant, and Consultant shall accept from Authority, in full payment for Consultant's services hereunder, \$125 an hour (the "Consulting Fee"). A consulting services invoice will be submitted monthly with an itemized list of the billed services. In no event will the cost of Consultant's services under this Agreement exceed \$12,500 during the term of this Agreement.

2.2 There are no reimbursables anticipated, however if there are out-of-pocket expenses

such as training material copies, they will be forwarded for reimbursement accompanied with a receipt.

ARTICLE III - TERM & TERMINATION

3.1 The term of this Agreement shall be for a period of one (1) year commencing _____ 2025, and ending on _____. Prior to the expiration of this Agreement, the Authority shall evaluate Consultant's performance and may renew Consultant's contract at its sole discretion and option.

3.2 This Agreement shall terminate upon the death of the Consultant during the term of this Agreement. In the event the Consultant becomes totally or partially disabled and absent from his consultancy with the Authority because of such disability, then either party may terminate this Agreement upon written notice to the other. Determination of partial or total disability shall be made by the Authority in its sole discretion.

3.3 The Authority may terminate this Agreement in whole, or from time to time in part, for the convenience of the Authority whenever the Authority determines in good faith that it is infeasible or contrary to the interests of the Authority. Any such termination shall be effected by delivery to Consultant of a written notice of termination specifying the extent to which the performance of the work under the Agreement is terminated, and the date upon which such termination becomes effective.

3.4 In the event of a termination under this Article, the Authority shall be liable to Consultant for a reasonable and proper pro rata share of the Consulting Fee as reasonably determined by the Authority with a set off for sums previously paid or otherwise reimbursed by the Authority.

3.5 Consultant may at any time during the term of this Agreement elect to terminate this

Agreement on not less than thirty (30) days prior written notice to the Executive Director of the Authority, or such shorter period as shall be agreed to by the Executive Director. In case of such termination, Consultant shall be compensated in accordance with Section 3.3 above.

ARTICLE IV - DISPUTE RESOLUTION

4.1 In the event of an unresolvable dispute between the Parties with regard to this Agreement, the Authority and the Consultant agree that such dispute shall be resolved in the Superior Court of New Jersey, Hudson County vicinage. If the Parties mutually agree in writing, any such dispute may first be subject to non-binding mediation before a mediator agreed to by both parties.

ARTICLE V - CHOICE OF LAW

5.1 The parties hereto agree that it is their intention and covenant that this Agreement and performances hereunder and all suits and special proceedings hereunder be construed in accordance with and pursuant to the laws of the State of New Jersey and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of New Jersey shall be applicable and shall govern, without regard to its conflict of laws principles, to the exclusion of the laws of any other forum, and without regard to the jurisdiction in which any action or proceeding may be instituted.

ARTICLE VI - MISCELLANEOUS

6.1 This Agreement shall be binding on and inure to the benefit of the respective parties hereto and their executors, administrators, heirs, personal representatives, successors, and assigns.

6.2 This written Agreement contains the sole and entire agreement between the parties

and shall supersede any and all other agreements between the parties. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with any dealings with each other or the execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of ____, 2025.

ATTEST:

GUTTENBERG HOUSING AUTHORITY

By: _____
Ruddys Andrade,
Executive Director

ATTEST:

CIRILO AND ASSOCIATES LLC

Victor Cirilo,
Consultant