

MINUTES SCHEDULED CAUCUS MEETING – JUNE 27, 2016

Minutes of Scheduled Caucus Meetings of the Board of Commissioners of the Housing Authority of the Town of West New York, in the County of Hudson, State of New Jersey held in the office of the Housing Authority at 6100 Adams Street, West New York, New Jersey 07093 on December 21, 2015.

Secretary Robert DiVincent called the scheduled meeting to order at 7:30 p.m.

ADEQUATE NOTICE OF THIS SCHEDULED MEETING HAS BEEN PROVIDED BY WAY OF THE SCHEDULED CAUCUS MEETINGS, SCHEDULED REGULAR MEETING, AND THE ANNUAL RE-ORGANIZATIONS MEETINGS DATED DECEMBER 21, 2015 POSTED ON THE BULLETIN BOARD, FORWARDED TO THE JERSEY JOURNAL, THE BERGEN RECORD, EL ESPECIALITO, AND THE CLERK OF THE TOWN OF WEST NEW YORK.

All Commissioners were present with the exception of Commissioner Perez.

Mr. DiVincent referred to item #3 – Minutes of previous scheduled regular meeting dated June 27, 2016 asking if there were any corrections, additions, comments or questions. There were none.

Mr. DiVincent then referred to items #4 through #6 – Claims–General Fund Program, Capital Fund Program and Section 8/WTW Program, asking if there were any corrections, additions, comments or questions. There were none.

With regard to Item # 7- New Business - the following resolutions were brought before the Board:

Resolution No. 2016–017- Adopting the 5 Year Agency Plan.

Resolution No. 2016-018- The Board was informed that PC Richard and Son, a local vendor, was the only responsive bidder and recommendations were made to award appliances supplier (refrigerator and stoves).

Resolution No. 2016-019- Modernization/Capital Fund Contract, the Director recommended contract be awarded to R. Keefe Associates.

Resolution No. 2016-020- Housing Management & Technical Assistant Consultant Services, the Director recommended contract be awarded to R. Keefe Associates.

Resolution No. 2016-021- The Board was informed that two (2) bids were received with William Katchen, CPA being the lowest response bidder and recommendation was made to award Fee Accounting Services Contract to William Katchen, CPA.

Resolution No. 2016-022- The Board was informed that five (5) bids were received with Unitec Elevator being the lowest response bidder and recommendation was made to award elevator maintenance to Unitec Elevator.

Resolution No. 2016-023- Adopting the Lease Amended for Public Housing as required by HUD.

Resolution No. 2016-024- Awarding Contract to Susan Lenz as a Tax Credit Consultant as part of the RAD Program, her proposal was under the bid requirements.

Resolution No. 2016-025- Interlocal Agreement with the Town of West New York and the Housing Authority approving the relocation of the Food Program to 515-54th Street (Sunshine Building) were the Town will pay any excess utilities and for the remodeling of the kitchen.

Resolution No. 2016-026- Interlocal Agreement with Protective Services and the Housing Authority approving the relocation of Protective Services to 6100 Adams (old day care).

Resolution No. 2016-027- Rental space of old day care at 590-62nd Street to CWA as long as we can maintain the same price rate for squared footage as the going rate for the rest of the Town.

At this time the Board went into closed session.

At this time Vice-Chairperson Roque made a motion to adjourn and Commissioner Fernandez seconded.

Meeting adjourned at 7:37 p.m.

Respectfully Submitted,

Robert A. DiVincent
Secretary

MINUTES SCHEDULED REGULAR MEETING JUNE 27, 2016

Minutes of Scheduled Regular Meeting of the Board of Commissioners of the Housing Authority of the Town of West New York, in the County of Hudson, State of New Jersey held in the office of the Housing Authority at 6100 Adams Street, West New York, New Jersey 07093 on May 16, 2016.

Secretary Robert DiVincent called the meeting to order at 8:00 p.m.

ADEQUATE NOTICE OF THIS SCHEDULED MEETING HAS BEEN PROVIDED BY WAY OF THE SCHEDULED CAUCUS MEETING, SCHEDULED REGULAR MEETING AND THE ANNUAL RE-ORGANIZATION MEETING DATED DECEMBER 21, 2015 POSTED ON THE BULLETIN BOARD, FORWARDED TO THE JERSEY JOURNAL, THE BERGEN RECORD, EL ESPECIALITO, THE CLERK OF THE TOWN OF WEST NEW YORK

Saluted the Flag

The roll was called as follows:

PRESENT: Chairman-Rodriguez, Vice-Chairperson Roque, Commissioner Fernandez and Commissioner Oms, Commissioner Fuentes

ABSENT: Commissioner Perez.

At this time Mr. DiVincent referred to item # 3 A - Minutes of Previous Regular Scheduled Meeting dated June 27, 2016. Board was asked to approve as presented. Said motion was made by Vice-Chairperson Roque and seconded by Commissioner Fuentes. The roll was called as follows:

YEAS: Chairman-Rodriguez and Vice-Chairperson Roque, Commissioner Fernandez, Commissioner Oms and Commissioner Fuentes

NAYS: None

At this time Mr. DiVincent referred to items #4- Claims – General Fund, #5- Claims – Capital Fund Program #6 – Claims – Section 8 Voucher Program. Asking for a motion to accept as presented. Said motion was made by Commissioner Fernandez and seconded Commissioner Oms. The roll was called as follows:

YEAS: Chairman-Rodriguez and Vice-Chairperson Roque, Commissioner Fernandez, Commissioner Oms and Commissioner Fuentes

NAYS: None

At this time Mr. DiVincent referred to Item #7 –

At this time Resolution No. 2016-017 was read as follows:

WHEREAS, THE WEST NEW YORK HOUSING AUTHORITY (hereinafter “Authority”) is a public body, duly formed under the LOCAL REDEVELOPMENT AND HOUSING LAW, L. 1992, C. 79 as amended (Chapter 12A-1 of Title 40A of the New Jersey Statutes Annotated) and possesses the power set forth therein; and

BE IT FURTHER RESOLVED, that the Chairman be an hereby is authorized to execute on behalf of the West New York Housing Authority the attached form HUD-50077 entitled PHA Certifications of Compliance with PHA Plans and Related Regulations for the Authority 5 year PHA Plan for Fiscal Years 2016 – 2020 and Annual Plan for Fiscal Year 2016.

At this time Resolution No. 2016-018 was read as follows:

WHEREAS, THE WEST NEW YORK HOUSING AUTHORITY (hereinafter “Authority”) is a public body, duly formed under the LOCAL REDEVELOPMENT AND HOUSING LAW, L. 1992, C. 79 as amended (Chapter 12A-1 of Title 40A of the New Jersey Statutes Annotated) and possesses the power set forth therein; and

WHEREAS, on June 13, 2016 the Authority received the following bid for Appliances (Refrigerators and Stoves) Supply Contract:

Name of Bidder

P.C. Richards & Son - West New York, NJ

NOW, THEREFORE BE IT RESOLVED that the Authority hereby award the Appliances Supply Contract to **P.C. Richards & Son** as the sole and lowest responsive bidder;

BE IT FURTHER RESOLVED, that the Authority Chairman and Executive Director are hereby authorized and empowered to take whatever action may be necessary and execute any documents that may be required, on behalf of the Authority, after consultation with legal counsel, to effectuate the purposes of this Resolution.

At this time Resolution No. 2016-019 was read as follows:

WHEREAS, pursuant to N.J.S.A. 40A: 11-5 (1) any contract, agreement or purchase, the subject matter of which consists of professional services, in an exception to the bidding requirements of the Local Public Contracts Law; and

WHEREAS, the Housing Authority of the Town of West New York (hereinafter, “Housing Authority”) has determined that it is necessary in connection with its MODERNIZATION/CAPITAL FUND to engage R. Keefe & Associates to perform MODERNIZATION/CAPITAL FUND with regard to Scope of Services set forth in the attached RFP; and

WHEREAS, R. Keefe & Associates hereinafter “Contractor” has submitted a proposal/proposed contract, dated May 24, 2016 to perform said services at a stated cost, a copy of which is annexed hereto; and

WHEREAS, the Housing Authority of the TOWN OF WEST NEW YORK that the said Contractor be and hereby is retained to provide the said services at the said cost; and to provide same during the period July 1, 2016 to June 30, 2017.

BE IT FURTHER RESOLVED that the Chairperson of the Housing Authority be and hereby is authorized to execute a mutually satisfactory Agreement on behalf of the Housing Authority with said Contractor for said services at said cost.

BE IT FURTHER RESOLVED that the appointment of said Contractor hereby authorized is made without public bidding pursuant to the Local Public Contract Law of the State of New Jersey for the reason that said Contractor is rendering professional services requiring expertise and extensive training in the aforesaid field.

BE IT FURTHER RESOLVED that the Secretary of the Housing Authority be and he hereby is authorized and directed to cause notice of this Resolution as required by N.J.S.A. 40A: 11-5 (a) (I) to be published in the appropriate newspaper.

At this time Resolution No. 2016-020 was read as follows:

WHEREAS, pursuant to N.J.S.A. 40A: 11-5 (1) any contract, agreement or purchase, the subject matter of which consists of professional services, in an exception to the bidding requirements of the Local Public Contracts Law; and

WHEREAS, the Housing Authority of the Town of West New York (hereinafter, "Housing Authority ") has determined that it is necessary in connection with its HOUSING MANAGEMENT & TECHNICAL ASSISTANT CONSULTANT SERVICES to engage

R. Keefe & Associates to perform HOUSING MANAGEMENT & TECHNICAL ASSISTANT CONSULTANT SERVICES with regard to Scope of Services set forth in the attached RFP; and

WHEREAS, R. Keefe & Associates hereinafter "Contractor" has submitted a proposal/proposed contract, dated May 24, 2016 to perform said services at a stated cost, a copy of which is annexed hereto; and

WHEREAS, the Housing Authority has determined that the said Contractor has the professional qualifications to perform said services and accepts his proposal/proposed contract for the performance of same at the stated cost; and

WHEREAS, the services provided by the said Contractor are professional services within the definition contained in N.J.S.A. 40A: 11-2 (6) & (7).

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the TOWN OF WEST NEW YORK that the said Contractor be and hereby is retained to provide the said services at the said cost; and to provide same during the period July 1, 2016 to June 30, 2017.

BE IT FURTHER RESOLVED that the Chairperson of the Housing Authority be and hereby is authorized to execute a mutually satisfactory Agreement on behalf of the Housing Authority with said Contractor for said services at said cost.

BE IT FURTHER RESOLVED that the appointment of said Contractor hereby authorized is made without public bidding pursuant to the Local Public Contract Law of the State of New Jersey for the reason that said Contractor is rendering professional services requiring expertise and extensive training in the aforesaid field.

BE IT FURTHER RESOLVED that the Secretary of the Housing Authority be and he hereby is authorized and directed to cause notice of this Resolution as required by N.J.S.A. 40A: 11-5 (a) (I) to be published in the appropriate newspaper.

At this time Resolution No. 2016-021 was read as follows:

WHEREAS, THE WEST NEW YORK HOUSING AUTHORITY (hereinafter "Authority") is a public body, duly formed under the LOCAL REDEVELOPMENT AND HOUSING LAW, L. 1992, C 79 as amended (Chapter 12A-1 of title 40A of the New Jersey Statutes Annotated) and possesses the power set forth therein; and

WHEREAS, the Authority caused to be published a Request for Proposals for Fee Accountant Services, in compliance with HUD procurement regulations; and

WHEREAS, on May 31, 2016 the Authority received a proposal from **William Katchen, CPA**; and **Stuart Farber** and

WHEREAS, the Authority accepted bids from:

	Annual Fee	Principal Hourly Rate
Stuart Farber	\$ 110,000.00	\$375.00 per hour
William Katchen	\$65,400.00	\$150.00 per hour

WHEREAS, pursuant to the Request for Proposals and HUD procurement regulations, the proposal was received and scored by the Authority’s Review and Evaluation Committee, consisting of Executive Director Robert A. DiVincent, Consultant Richard Keefe with the William Katchen, CPA being the lower bidder

NOW, THEREFORE, BE IT RESOLVED that the Authority hereby awards a contract for Fee Accounting Services to **William Katchen CPA** for an amount not to exceed \$65,400 in accordance with HUD regulations, the Request for Proposals and for a period of one (1) year, June 1, 2016 to May 30,2017.

BE IT FURTHER RESOLVED that the Authority Chairman and Executive Director are hereby authorized and empowered to take whatever action may be necessary and execute any documents that may be required, on behalf of the Authority, after consultation with legal counsel, to effectuate the purposes of this Resolution.

At this time Resolution No. 2016-022 was read as follows:

WHEREAS, THE WEST NEW YORK HOUSING AUTHORITY (hereinafter “Authority”) is a public body, duly formed under the LOCAL REDEVELOPMENT AND HOUSING LAW, L. 1992, C. 79 as amended (Chapter 12A-1 of Title 40A of the New Jersey Statutes Annotated) and possesses the power set forth therein; and

WHEREAS, on May 24, 2016, the Authority received the following bids for Elevator Maintenance:

Companies	Service Per Hour	Emergency Service per Hour	Emergency Weekend per Hour	2 Year Bid Total	5 Year Load Test
Eagle Elevator	\$155.00	\$230.00	\$310.00	\$83,767.00	\$1,200.00
Slade Elevator	\$200.00	\$300.00	\$300.00	\$97,176.00	\$1,600.00
G.S. Elevator	\$165.00	\$247.50	\$247.50	\$34,944.00 \$69,888.00	\$1,350.00
Unitec Elevator	\$160.00	\$200.00	\$240.00	\$69,600.00	\$1,800.00
Standard Elevator	\$170.00	\$255.00	\$255.00	\$187,200.00	\$1,200.00

and;

WHEREAS, Counsel to the Authority has carefully reviewed all of the bids received and determined that Unitec Elevator is the lowest responsive bidder, having bid less for a two year service contract and all other service categories, except for five (5) year load test; and

WHEREAS, based upon prior service history, the bid of Unitec would still prove lower than that of G.S. Elevator notwithstanding G.S. Elevator’s lower charge for five (5) year load test due in the next two (2) years of the contract.

NOW, THEREFORE BE IT RESOLVED that the Authority hereby award the Elevator Maintenance and Service Contract to Unitec Elevator as the lowest responsive bidder.

BE IT FURTHER RESOLVED that the Authority Chairman and Executive Director are hereby authorized and empowered to take whatever action may be necessary and execute any documents that may be required, on behalf of the Authority, after consultation with legal counsel, to effectuate the purposed of this Resolution.

At this time Resolution No. 2016-023 was read as follows:

WHEREAS, THE WEST NEW YORK HOUSING AUTHORITY (hereinafter “Authority”) is a public body, duly formed under the LOCAL REDEVELOPMENT AND HOUSING LAW, L. 1992, C. 79 as amended (Chapter 12A-1 of Title 40A of the New Jersey Statutes Annotated) and possesses the power set forth therein; and

Whereas, Resolution by the Board of Commissioners of the Housing Authority of the Town of West New York approving an emended form of Public Housing a dwelling lease.

Whereas, the form of dwelling lease for the Authority’s Public Housing program has been amended in order to comply with recent changes in HUD and current Housing Authority rules, regulations and procedure’s; and

Whereas, the U.S. Department of Housing and Urban development (HUD) requires that the Housing Authority approve its amended form of Public Housing Dwelling Lease by duly adopted resolution, and furnish HUD with a copy of the amended lease form and the resolution approving same.

Be it resolved, by the Board of Commissioners of the Housing Authority of the Town of West New York, that the Authority’s amended form of Public Housing Dwelling Lease, a copy of which is attached hereto and made a part hereof, be, and hereby is approved, effective this date.

Be it further resolved, that a copy of this resolution and the amended form of lease approved hereunder be forwarded to the HUD Newark field office.

At this time Resolution No. 2016-024 was read as follows:

WHEREAS, THE WEST NEW YORK HOUSING AUTHORITY (hereinafter “Authority”) is a public body, duly formed under the LOCAL REDEVELOPMENT AND HOUSING LAW, L. 1992, C. 79 as amended (Chapter 12A-1 of Title 40A of the New Jersey Statutes Annotated) and possesses the power set forth therein; and

This letter will serve as an agreement made this date between the West New York Housing Authority, represented by Mr. Robert A. DiVincent, Executive Director, herein referred to as Client, and Susan V. Lenz LLC, herein referred to as Consultant.

- 1. Retention and Description of Services.** During the term of this agreement, Consultant will furnish consulting services and advice as specifically requested by Client. Overall, Consultant will assist Client in obtaining New Jersey Housing and Mortgage Finance Agency (NJHMFA) financing and an allocation of low income housing tax credits for 281 units of family housing, approved for participation in the US HUD Rental Assistance Demonstration. Services are as follows:

Completion of an application for a Declaration of Intent to Finance (DOI) to the NJ Housing and Mortgage Finance Agency (NJHMFA) and follow up application for an allocation of volume cap. This application involves preparation of development and operating budgets showing: (1) the potential feasible sources of funds; (2) the uses of funds; and, (3) 15 year cash flow projections. Budgets and proformas will be in the format of an NJHMFA "Form 10" budget, and will incorporate tax exempt mortgage requirements as well as the requirements associated with the 4% low income housing tax credit program. Information on rents, operating expenses and development costs will be provided by Client. In addition to the budgets, Consultant will prepare a project narrative and assemble the other information required for the application. For the allocation of volume cap, an additional submission is required to demonstrate that the project meets priorities set forth by the NJHMFA.

If the project is selected for an allocation of Volume Cap, Consultant will provide a proposal to the Housing Authority for services related to obtaining an NJHMFA Financing Commitment and allocation of low income housing tax credits. Once Client and their other consultants have finalized required documentation (architect's drawings, contractor bids, PILOT and any other Town of West New York approvals, investor commitment), Consultant can assist Client in securing a full commitment for NJHMFA financing, an allocation of low income housing tax credits and in conducting due diligence for closing.

In the course of fulfilling all these duties, Consultant will attend meetings with Client or on Client's behalf with state or local funding/housing agencies as requested.

2. **Term of Agreement.** Consultant's services shall be available to Client until termination of this agreement, as agreed between Consultant and Client.
3. **Place of Work.** Consultant's services will be rendered at several locations, including Client's place of business and Consultant's facilities. Consultant will come to any other such places designated by Client in connection with this and other housing projects.
4. **Consulting Hours.** In the performance of the services, the hours Consultant is to work on any given day will be entirely within Consultant's control and Client will rely upon Consultant to put in such number of hours as may be reasonably necessary to fulfill the spirit and purpose of this agreement.
5. **Compensation.** Consulting services will be billed as follows, with payments due as described below.

Retainer:	\$ 2,500.00
Approval of NJHMFA DOI	\$ 5,000.00
Approval of Volume Cap Allocation	\$ 5,000.00
Total Project	\$ 12,500.00

6. **Consultant an Independent Contractor.** Consultant will furnish services as an independent contractor and not as an employee of Client.

7. **Trade Secrets.** Consultant will treat as proprietary any information belonging to Client, or any third parties, disclosed to Consultant in the course of Consultant's services.
8. **Termination of Agreement by Notice.** Either party may terminate this agreement upon 10 days written notice. If this Agreement is terminated by either party, Client shall only be liable for payment of consulting fees earned as a result of work actually performed prior to the effective date of the termination, as described Section 5. above.
9. **Governing Law.** This Agreement is subject to and shall be interpreted in accordance with the laws of the State of New Jersey.

Our signatures on the bottom of this letter indicate acceptance of this Agreement.

At this time Resolution No. 2016-025 was read as follows:

This Agreement made and dated as of 27 day of June, 2016, by and between the West New York Housing Authority (hereinafter the Authority) and the Town of West New York (hereinafter the Town)

W I T N E S S E T H

WHEREAS, the West New York Housing Authority and the Town of West New York have expressed an interest in allowing the Town to utilize the Authority's Community Room located at 515-54th Street West New York, New Jersey as a Nutrition Center for the mutual benefit of their respective residents; and

WHEREAS, in furtherance of this project, the Town will remodel the Authority's Community Room; and

WHEREAS, the Authority and the Town wish to set forth the rights and responsibilities of each party in this interlocal agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth in the undertakings of each Party to each other, the parties hereto each binding itself, its successors and assigns in perpetuity mutually covenant and agree as follows:

1. General Scope of Agreement

1.1 The Authority agrees to allow, without compensation, the Town to remodel and use the Community Room located at 515-54th Street, West New York, NJ as a Nutrition Center for the benefit of its residents.

1.2 The Town shall have exclusive use of the Community Room each week from Monday through Friday from 7 AM to 4 PM each day. At all other times, the Authority shall have exclusive use of the Community Room.

1.3 The Town agrees, at its own cost and expense, to remodel the kitchen of the Community Room. For the remodeling of the Community Room, the construction shall meet or exceed all New Jersey regulations for kitchens at Nutrition Centers and meet all New Jersey building code regulations.

1.4 Upon completion of the construction, the Town agrees, at its own cost and expense, to maintain all equipment of the Community Room and at 4 PM of each weekday clean the Community Room for use by the Authority. Maintenance and upkeep shall be defined as all labor, materials, supplies, incidentals, services and work necessary for regularly scheduled care of the equipment.

1.5 The Town shall be responsible for securing all of its products, equipment and food inventory at the Community Room and will hold the Authority harmless for any loss of said products, equipment and/or food inventory.

2. Utilities and Parking

2.1 The parties agree the Town, at its own cost and expense, shall install an approved gas and electric meter at the Community Room and shall be responsible for all utility costs of the Community Room. The Authority shall be responsible for all heating costs.

2.2 The Town agrees that its employees, agents and non-Authority residents shall not use any Authority parking lots.

3. Use of Facilities

3.1 The Parties agree that the Community Room shall only be used by the Town as a Nutrition Center. Any other use can only be with the prior written approval of the Authority.

4. Insurance

4.1 The Town shall maintain insurance coverage for general liability and property damage for the Community Room in an amount not less than \$2,000,000.00. The Town shall name the Authority, employees and agents as additional insured on the policy. The Town shall give the Authority thirty days' notice prior to any cancellation of said insurance policies.

7.2 The Town shall indemnify and hold harmless Authority from and against any and all losses, claims, damages, suits and costs including attorney's fees and court costs for damages to property and injury to persons arising out of the Town's obligations under this Agreement.

5. Financial Terms

5.1 The Parties agree that the Town shall use the Community Room without the payment of any compensation to the Authority.

6. Duration

6.1 This agreement is effective upon the signing of this agreement and shall end five years from said signing date. It may be renewed annually after the initial five year term on the written agreement of both Parties.

7. Termination

7.1 Either Party may terminate this agreement with thirty days written notice to the other Party. Upon termination, any equipment of the Nutrition Center shall become the exclusive property of the Authority.

8. Notice

All notices, demands, or other communications which may be or are required to be given, served or sent under this Agreement shall be in writing and shall be deemed to have been properly given or sent:

- i. if personally served upon each of the parties; or
- ii. if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other party at each party's respective address.

9. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, and only so long as the basic terms of this Agreement.

10. Venue

Any legal action, suit or proceeding (collectively "Proceeding") arising out of or related to this Agreement shall be instituted exclusively in the Superior Court of New Jersey, Hudson County, and each party irrevocably submits to the jurisdiction of such Court in any such Proceeding.

11. Joint Drafting

The Parties jointly participated in negotiating and drafting this Agreement after consulting with counsel, and each has read and fully reviewed each of the provisions of this

Agreement and has relied on the advice and representation of competent legal counsel of its own choosing. Therefore, the language of this Agreement shall not be presumptively construed in favor of or against any Party.

12. No Waiver

The failure of any party to this Agreement, to enforce any obligation or covenant created by this Agreement, or the waiver of any breach of any obligation or covenant created by this Agreement shall not be deemed a waiver of the obligation or covenant or the right to enforce the same thereafter as to any breach thereof, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Any waiver made by any party subject to this Agreement must be duly made in writing in order to be considered a waiver of any provision of the Agreement.

13. Entire Agreement; Amendments

This Agreement contains the entire agreement between the parties relating to the matters discussed herein. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than herein expressed. This Agreement may be amended or modified, in whole or in part, only by written instrument executed by all parties hereto.

14. Headings

This Agreement contains the entire agreement between the parties relating to the matter discussed herein. It supersedes all prior or contemporaneous communications, reorientations or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statement or agreements other than herein expressed. This Agreement may be amended or modified, in whole or in part, only by written instrument executed by all parties hereto.

At this time Resolution No. 2016-026 was read as follows:

Resolution No. 2016-026

**RESOLUTION AUTHORIZING A LEASE
WITH HUDSON COUNTY PROTECTIVE SERVICES, INC.**

WHEREAS, THE WEST NEW YORK HOUSING AUTHORITY (hereinafter "Authority") is a public body, duly formed under the LOCAL REDEVELOPMENT AND HOUSING LAW, L. 1992 of Title 40A of the New Jersey Statutes Annotated) and possesses the power set forth therein; and

WHEREAS, the Authority has determined that there is a need among its tenants, especially the elderly and disabled, for protection from: physical; psychological and financial abuse and/or self neglect ; and

WHEREAS, HUD guidelines and pronouncements favor the Authority providing or facilitating such services and eligibility for other assistance programs; and

WHEREAS, the Authority has negotiated a lease of the form attached hereto with Hudson County Protective Services, Inc. to locate its offices on Authority property; and

WHEREAS, Hudson County Protective Services, Inc. has been successfully such services to the Authority and its residents and to all of Hudson County since 1989 and the same has been cited as a model by County, State and Federal officials to the credit of both the Authority and Hudson County Protective Services, Inc; and

WHEREAS, Hudson County Protective Services, Inc, a non-profit corporation, has provided the highest quality of protective services and ancillary services to Authority tenants and members of the community and both the Authority and Hudson County Protective Services, Inc are desirous that Hudson County Protective Services, Inc. Relocate its offices to the Authority's property.

NOW, THEREFORE BE IT RESOLVED that the Authority enter into a Lease Agreement with Hudson County Protective Services, Inc. of the form attached hereto.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to execute said Lease Agreement on behalf of the Authority.

Dated: June 27, 2016

At this time Resolution No. 2016-027 was read as follows:

Director was given approval to enter into a contract with the CWA to lease space at 590-62nd Street. Lease to be presented at next meeting.

Asking for a motion to accept all resolutions as presented. Said motion was made by Chairperson Roque and seconded Commissioner Fernandez. The roll was called as follows:

YEAS: Chairman-Rodriguez and Vice-Chairperson Roque, Commissioner Fernandez, Commissioner Oms and Commissioner Fuentes

NAYS: None

At this time the Board went into closed session.

At this time the Board was informed that we are waiting for the new government appointed.

At this time the Board was informed that the Police Department and the Housing Authority are working on putting together an inter-local agreement to put the Juvenile Program into 5814 Park Ave - Community Room.

At this time the Board was informed that we are processing the final application for the RAD Program.

At this time Mr. DiVincent asked if there were any corrections, additions, comments or questions. There were none.

At this time Vice-Chairperson Roque made a motion to adjourn and Commissioner Fernandez seconded.

Meeting adjourned at 8:30 p.m.

Respectfully Submitted,

Robert A. DiVincent
Secretary