

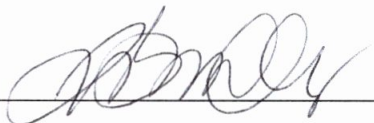
**HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE****RESOLUTION NO. 2452**

**BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE**, upon the recommendation and approval of the Executive Director, that the following claims on the current bills, list attached, amounting to \$ **76,848.46**, is hereby approved.

**PROJECT-** BILLS FOR DECEMBER 2024 TOTALS: \$ 65,752.67

**SECTION 8-** BILLS FOR DECEMBER 2024 TOTALS: \$ 11,095.79

Introduced by: ELSIE O'Neill (through zoom)

Offered by: 

**Housing Authority Borough of Fort Lee**  
**Vendor Accounting Cash Payment/Receipt Register**  
**FLASH Corp.**

Filter Criteria Includes: 1) Program: FLASH Corp. 2) Project: All Projects 3) Payment Date: 2/1/2025 to 2/28/2025 4) Financial Period: All 5) Payments Over: All  
6) Check Numbers: All 7) Cleared Period: All 8) Check Status: All 9) Payment Status: All 10) Show Payments: Yes 11) Show Deposits: Yes 12) Order By: Payment/Receipt Number

**Bank: Provident Bank, Bank Account: 650409103, GL Account: 1111.4**

*Posted Payments*

<u>Doc Num</u>	<u>Payment Date</u>	<u>Voided</u>	<u>Type</u>	<u>Document Recipient</u>	<u>Document Description</u>	<u>Cleared</u>	<u>Amount</u>
8082	02/04/2025	No	CHK	Anchor Pest Control	February Monthly Pest Service	No	\$67.14
8083	02/04/2025	No	CHK	Better Image Landscapes, Inc.	Acct#0064- (Jan 19th Snow & refree	No	\$2,270.00
8084	02/04/2025	No	CHK	KRAFT POWER CORPORATION	Cust# FORTL002 contract 101378	No	\$460.00
8085	02/04/2025	No	CHK	LifeStation	Cust# 609893 HJHH(Emergency Ca	No	\$775.29
8086	02/04/2025	No	CHK	PSE & G	Acct# 7766836718(12.27.24-1.27.25	No	\$17.85
8087	02/04/2025	No	CHK	PSE & G	Acct 7260667400 -1st Front (12/25/2	No	\$327.61
8088	02/04/2025	No	CHK	PSE & G	Acct# 7260667508-1st Rear (12/25/	No	\$432.16
8089	02/04/2025	No	CHK	PSE & G	Acct#6768536303-1403/SCH (12/25	No	\$942.40
8090	02/04/2025	No	CHK	SLADE INDUSTRIES, INC.	Monthly Elevator Maintenance Janu	No	\$235.00
8091	02/04/2025	No	CHK	Veolia Water New Jersey	Acct#10002427312222 -1403TerDr	No	\$1,361.61
8092	02/05/2025	No	CHK	P.S.E. & G.	Acct#6759444906-1403TerDr (12.25	No	\$4,742.06
8093	02/20/2025	No	CHK	Better Image Landscapes, Inc.	Acct#0064 Snow/Ice Feb 5th-6th @	No	\$1,780.00
8094	02/20/2025	No	CHK	Better Image Landscapes, Inc.	Acct#0064 Snow/Ice Feb 2th-3th Sto	No	\$1,135.00
8095	02/20/2025	No	CHK	JT Fire & Safety LLC	Annual Inspection	No	\$800.00
8096	02/20/2025	No	CHK	JT Fire & Safety LLC	Fire Stand Pipe (Repair Job #30620	No	\$27,800.00
8097	02/20/2025	No	CHK	JT Fire & Safety LLC	Fire Stand Pipe (Repair Job #30620	No	\$3,274.40
8098	02/20/2025	No	CHK	JT Fire & Safety LLC	Fire Stand Pipe (Repair Job #30620	No	\$1,000.00
8099	02/20/2025	No	CHK	Rosado Plumbing & Heating	2/13/25-Emergency Repair /Valve D	No	\$1,245.00
8100	02/20/2025	No	CHK	Veolia Water New Jersey	Acct# 10008900370055 /Services 1/	No	\$142.15
8101	02/21/2025	No	CHK	Better Image Landscapes, Inc.	Acct# 0064 (1403-Feb 9th Snow/ICE	No	\$1,135.00
8102	02/21/2025	Yes	CHK	Borough Of Fort Lee	2025 Holtje House PILOT	No	\$11,697.00
8102	02/24/2025	No	VD	Borough Of Fort Lee	* Wrong Vendor Selected	No	(\$11,697.00)
8103	02/24/2025	No	CHK	Borough Of Fort Lee Tax Collecto	2025 Holtje House PILOT	No	\$11,697.00

# Housing Authority Borough of Fort Lee

## Vendor Accounting Cash Payment/Receipt Register

### FLASH Corp.

Filter Criteria Includes: 1) Program: FLASH Corp. 2) Project: All Projects 3) Payment Date: 2/1/2025 to 2/28/2025 4) Financial Period: All 5) Payments Over: All  
 6) Check Numbers: All 7) Cleared Period: All 8) Check Status: All 9) Payment Status: All 10) Show Payments: Yes 11) Show Deposits: Yes 12) Order By: Payment/Receipt Number

**Bank: Provident Bank, Bank Account: 650409103, GL Account: 1111.4**

#### Posted Payments

<u>Doc Num</u>	<u>Payment Date</u>	<u>Voided</u>	<u>Type</u>	<u>Document Recipient</u>	<u>Document Description</u>	<u>Cleared</u>	<u>Amount</u>
8104	02/24/2025	No	CHK	Frank's Carpet	1405 Teresa Dr-3H Floors Commerc	No	\$4,113.00
Cleared: 0							\$0.00
Uncleared: 24							\$65,752.67
Total Payments: 24							\$65,752.67

#### Project Summary

**Bank: Provident Bank, Bank Account: 650409103, GL Account: 1111.4**

<u>Program - Project</u>	<u>Payments</u>	<u>Deposits</u>
FLASH Corp. - Flash Corp. 10	\$65,752.67	\$0.00
Total:	\$65,752.67	\$0.00

#### Document Type Summary

**Bank: Provident Bank, Bank Account: 650409103, GL Account: 1111.4**

<u>Document Type</u>	<u>Count</u>	<u>Amount</u>
Check (CHK)	23	\$77,449.67
Void Payment (VD)	1	(\$11,697.00)
Total:	24	\$65,752.67

#### Transaction Type Summary

**Bank: Provident Bank, Bank Account: 650409103, GL Account: 1111.4**

<u>Transaction Type</u>	<u>Count</u>	<u>Amount</u>
Vendor Accounting - Payment	23	\$77,449.67
Vendor Accounting Void	1	(\$11,697.00)
Vendor Accounting Total	24	\$65,752.67
Total:	24	\$65,752.67

*End of Report*



# Housing Authority Borough of Fort Lee

## Vendor Accounting Cash Payment/Receipt Register

### Housing Choice Voucher

Filter Criteria Includes: 1) Program: Housing Choice Voucher 2) Project: All Projects 3) Payment Date: 2/1/2025 to 2/28/2025 4) Financial Period: All 5) Payments Over: All 6) Check Numbers: All 7) Cleared Period: All 8) Check Status: All 9) Payment Status: All 10) Show Payments: Yes 11) Show Deposits: Yes 12) Order By: Payment/Receipt Number

**Bank: Provident Bank, Bank Account: 650409154, GL Account: 1111.2**

#### Posted Payments

<u>Doc Num</u>	<u>Payment Date</u>	<u>Voided</u>	<u>Type</u>	<u>Document Recipient</u>	<u>Document Description</u>	<u>Cleared</u>	<u>Amount</u>
1002	02/04/2025	No	CHK	Vernice P. Harewood	FSS Withdrawal (Car Repair)	No	\$1,718.90
Cleared: 0							\$0.00
Uncleared: 1							\$1,718.90
Total Payments: 1							\$1,718.90

#### Project Summary

**Bank: Provident Bank, Bank Account: 650409154, GL Account: 1111.2**

<u>Program - Project</u>	<u>Payments</u>	<u>Deposits</u>
Housing Choice Voucher - Housing Choice Vouchers	\$1,718.90	\$0.00
Total:	\$1,718.90	\$0.00

#### Document Type Summary

**Bank: Provident Bank, Bank Account: 650409154, GL Account: 1111.2**

<u>Document Type</u>	<u>Count</u>	<u>Amount</u>
Check (CHK)	1	\$1,718.90
Total:	1	\$1,718.90

#### Transaction Type Summary

**Bank: Provident Bank, Bank Account: 650409154, GL Account: 1111.2**

<u>Transaction Type</u>	<u>Count</u>	<u>Amount</u>
Vendor Accounting - Payment	1	\$1,718.90
Vendor Accounting Total	1	\$1,718.90
Total:	1	\$1,718.90

**Bank: Provident Bank, Bank Account: 650409111, GL Account: 1111.4**

#### Posted Payments

<u>Doc Num</u>	<u>Payment Date</u>	<u>Voided</u>	<u>Type</u>	<u>Document Recipient</u>	<u>Document Description</u>	<u>Cleared</u>	<u>Amount</u>
4153	02/05/2025	No	CHK	AS Consulting Inc.	IT Support / Jan 2025	No	\$1,093.00
4154	02/05/2025	No	CHK	Fort Lee Dental Insurance	Dental Ins for 3 employees (Jan & F	No	\$350.00
4155	02/05/2025	No	CHK	Fort Lee Life Insurance	Life Insurance (7 Employees) Jan &	No	\$573.30
4156	02/05/2025	No	CHK	Home Depot Credit Services	Acct# 6035322006257335-Bal as of	No	\$1,272.83
4157	02/05/2025	No	CHK	Nan Mckay & Associates	HCV Specialist WEB Training (intak	No	\$1,350.00
4158	02/05/2025	No	CHK	Staples Business Advantage	Acct# NYC1060106 Office supplies/	No	\$106.93
4159	02/05/2025	No	CHK	Staples Business Advantage	Acct#NYC1060106 Order#7649300	No	\$79.98
4160	02/05/2025	No	CHK	Staples Business Advantage	Acct#NYC1060106 Order#7649693	No	\$84.87
4161	02/05/2025	No	CHK	NAHRO	Cust#1495 Housing Agency Membe	No	\$858.60
4162	02/20/2025	No	CHK	EFA RENTAL RESOURCES LLC	December inspection(7)	No	\$220.00
4163	02/20/2025	No	CHK	P.S.E. & G.	Acct# 6520316105 /(1/4/25-2/3/25) 1	No	\$200.74
4164	02/20/2025	No	CHK	Quadient Leasing USA, Inc	Acct#52765195/ Postage ink cartrid	No	\$230.85
4165	02/20/2025	No	CHK	Staples Business Advantage	Acct# NYC1060106 / Office Supplies	No	\$403.41
4166	02/20/2025	No	CHK	Thomas Furlong, C.P.A.	Feb 2025 -Accounting Services	No	\$3,200.00
4167	02/20/2025	No	CHK	Verizon FIOS	Acct#556-776715000140 / Office Fa	No	\$68.98
4168	02/20/2025	No	CHK	Verizon FIOS	Acct# 452-494976000156/ Office Fio	No	\$555.02



# Housing Authority Borough of Fort Lee

## Vendor Accounting Cash Payment/Receipt Register

### Housing Choice Voucher

Filter Criteria Includes: 1) Program: Housing Choice Voucher 2) Project: All Projects 3) Payment Date: 2/1/2025 to 2/28/2025 4) Financial Period: All 5) Payments Over: All  
 6) Check Numbers: All 7) Cleared Period: All 8) Check Status: All 9) Payment Status: All 10) Show Payments: Yes 11) Show Deposits: Yes 12) Order By: Payment/Receipt Number

**Bank: Provident Bank, Bank Account: 650409111, GL Account: 1111.4**

*Posted Payments*

<u>Doc Num</u>	<u>Payment Date</u>	<u>Voided</u>	<u>Type</u>	<u>Document Recipient</u>	<u>Document Description</u>	<u>Cleared</u>	<u>Amount</u>
4169	02/20/2025	No	CHK	Verizon Wireless	Acct# 642212070-00001/Office lines	No	\$447.28
Cleared: 0							\$0.00
Uncleared: 17							\$11,095.79
Total Payments: 17							\$11,095.79

#### Project Summary

**Bank: Provident Bank, Bank Account: 650409111, GL Account: 1111.4**

<u>Program - Project</u>	<u>Payments</u>	<u>Deposits</u>
Housing Choice Voucher - Housing Choice Vouchers	\$11,095.79	\$0.00
Total:	\$11,095.79	\$0.00

#### Document Type Summary

**Bank: Provident Bank, Bank Account: 650409111, GL Account: 1111.4**

<u>Document Type</u>	<u>Count</u>	<u>Amount</u>
Check (CHK)	17	\$11,095.79
Total:	17	\$11,095.79

#### Transaction Type Summary

**Bank: Provident Bank, Bank Account: 650409111, GL Account: 1111.4**

<u>Transaction Type</u>	<u>Count</u>	<u>Amount</u>
Vendor Accounting - Payment	17	\$11,095.79
Vendor Accounting Total	17	\$11,095.79
Total:	17	\$11,095.79

*End of Report*

## **HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE**

### **RESOLUTION NO. 2453**

#### **RESOLUTION BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE ADOPTING PAYMENT STANDARDS FOR ONE AND TWO BEDROOM APARTMENTS AT 105% OF SMALL AREA FAIR MARKET RENTS**

**WHEREAS, the Housing Authority of the Borough of Fort Lee (the "Authority") previously adopted payment standards based upon 110% of the Small Area Fair Market Rents ("Small Area FMR") for one and two bedroom units; and**

**WHEREAS, the Small Area FMR have increased for 2025; and**

**WHEREAS, based upon local needs, applicable regulations provide that Public Housing Authorities may establish payment standards between 90% and 110% of the Small Area FMR; and**

**WHEREAS, in order to offer housing choice voucher participants a greater selection of housing, in consultation with the Authority's fee accountant, Thomas Furlong, Executive Director Terrence Corriston recommends that the Authority establishes new payment standards for one and two bedroom apartments at 105% of the revised Small Area FMR; and**

**WHEREAS, applicable regulations include a Hold Harmless provision which provides that where the implementation of the Small Area FMRs results in a decrease in the payment standard amount, a PHA may continue to use the existing higher payment standard for as long as the family continues to receive voucher assistance in the same unit.**

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE hereby:**

- 1. Authorizes the adoption of payment standards for one and two bedroom apartments at 105% of the 2025 Small Area Fair Market Rents effective immediately; and**
- 2. Reiterates the adoption of the optional Hold Harmless provision of the applicable regulations so that in cases where the Small Area FMR is lower than the existing payment standard, the existing higher payment standard will be used so long as the family continues to receive voucher assistance in the same unit; and**

3. Authorizes and directs that a notice be sent to participants who are subject to the Hold Harmless provision advising them that in the event they relocate, they may be subject to a lower payment standard in accordance with the applicable Small Area FMRs;
4. Authorizes an amendment to the Authority's Administrative Plan to reflect the policies contained herein.

Introduced by: ELSIE O'NEILL (THROUGH ZOOM)

Offered by: 



**HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE**

**RESOLUTION NO. 2454**

**RESOLUTION BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE REGARDING THE SUBMISSION OF THE SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM (SEMAP) CERTIFICATION FORM 52648, TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).**

**WHEREAS**, HUD uses the Section Eight Management Assessment Program ("SEMAP") Certification as a tool for a management assessment system which measures the performance, on an annual basis, of all housing agencies that administer Section 8 rental assistance; and

**WHEREAS**, under SEMAP, HUD assesses housing authority performance on fourteen (14) key indicators that show whether the eligible families are helped to afford decent rental units at a reasonable subsidy cost as intended by Federal Housing Legislation and by Congress's appropriation of Federal tax dollars for these programs; and

**WHEREAS**, with regard to the housing authorities with a fiscal year ending on December 31, the housing authority must certify as to their program performance by preparing Form HUD 52648, following all performance standards within sixty (60) calendar days after the fiscal year end which sets the Fort Lee Housing Authority deadline date for submission on March 1, 2025; and

**WHEREAS**, in order to assign ratings based on the PHA's certification, HUD will continue to depend on on-site management reviews to the extent that they are performed to assess program performance and compliance, and to verify the accuracy of the housing authority's Certification.

**NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE  
BOROUGH OF FORT LEE AS FOLLOWS:**

That the fully completed Section Eight 8 Management Assessment Program (SEMAP) Certification Form HUD-52648, covering performance measurements for the fiscal year ended 12/31/24 was submitted to the HUD Real Estate Assessment Center on February 24, 2025 which was before the March 1, 2025 deadline.

Introduced by: ELSIE O'NEILL (Through Zoom)

Offered by: 

**HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE**

**RESOLUTION NO. 2455**

**RESOLUTION BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF  
THE BOROUGH OF FORT LEE AUTHORIZING THE EXECUTIVE DIRECTOR TO  
EXECUTE A SHARED SERVICES AGREEMENT FOR THE PROVISION OF  
ADMINISTRATIVE SERVICES TO THE FORT LEE RENT LEVELING BOARD**

**WHEREAS**, in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. the Housing Authority of the Borough of Fort Lee (the “Authority”) and the Borough of Fort Lee (the “Borough”) have previously entered into a Shared Services Agreement (the “Agreement”) pursuant to which the Authority provides administrative services for the Borough’s Rent Leveling Board; and

**WHEREAS**, the current Agreement expires on March 31, 2025; and

**WHEREAS**, the Borough and the Authority desire to renew the services for an additional period commencing April 1, 2025 and ending March 31, 2027 with an increase in compensation to the Authority to \$38,868.44 for the first Year and \$41,862.00 for the second year plus reimbursement for postage, computers, file cabinets or other necessary equipment as more particularly set forth in the Agreement attached hereto as Exhibit A.

**NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE:**

1. That the Executive Director is hereby authorized to execute the Shared Services Agreement for the Provision of Administrative Services to the Fort Lee Rent Leveling Board in the form attached hereto as Exhibit A.
2. That this Resolution shall take effect immediately.

Introduced by: ELSIE O'NEILL (THROUGH ZOOM)

Offered by: 



## RESOLUTION



### Borough of Fort Lee Bergen County, New Jersey

Council	Motion	Second	Yes	No	Abstain	Absent	January 16, 2025 Regular Session Meeting  Resolution # CA-21  Carried: ___ Defeated: ___ Tabled: ___  Approved on Consent Agenda: <u>X</u>
<b>Sohmer</b>							
<b>Yoon</b>							
<b>Suh</b>							
<b>Drumgoole</b>							
<b>Kasofsky</b>		X					
<b>Cervieri</b>	X						

### RESOLUTION OF THE BOROUGH OF FORT LEE AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF FORT LEE AND THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE FOR THE PROVISION OF ADMINISTRATIVE SERVICES TO THE RENT LEVELING BOARD

**WHEREAS**, the Borough of Fort Lee ("Borough") is a municipal corporation of the State of New Jersey in the County of Bergen, established in accordance with N.J.S.A. 40A:60-1 et seq.; and

**WHEREAS**, the Housing Authority of the Borough of Fort Lee ("Authority") is a body corporate and politic created pursuant to the Local Redevelopment and Housing Law, as amended, N.J.S.A. 40A:12A-17 et seq., and

**WHEREAS**, there is a need for the Borough and the Authority to provide an efficient and effective method of supplying administrative services to the Borough's Rent Leveling Board; and

**WHEREAS**, on prior occasions, pursuant to duly adopted resolutions, the Borough and the Authority have entered into shared services agreements whereby the Authority provides required administrative services to the Borough's Rent Leveling Board; and

**WHEREAS**, the Borough and the Authority desire to continue to provide for a sharing of various municipal services through the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., that will result in efficiencies for the benefit of the citizens of the Borough; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act authorizes local units to enter into contracts for the provision of services that either local unit is empowered to provide within their respective jurisdictions; and

**WHEREAS**, the entry into a shared services agreement with the Authority, whose staff has the capability to provide the required administrative services to the Borough's Rent Leveling Board, will result in cost savings to both the Borough and the Authority; and

**WHEREAS**, the shared services agreement will be in effect for two years from April 1, 2025 through March 31, 2027 and may be extended for additional one (1) year term at the mutual option of both the Borough and the Authority; and

**WHEREAS**, the Borough and the Authority desire to enter into a shared services agreement for the continued provision of administrative services to the Borough's Rent Leveling Board; and

**WHEREAS**, the entry into the shared services agreement with the Authority is in full compliance with the Uniform Shared Services and Consolidation Act, is in the best interests of the Borough, and is necessary for its efficient operations;

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Fort Lee as follows:

1. That entry into the Shared Services Agreement with the Authority, upon terms substantially similar to the agreement attached hereto, pursuant to and in accordance with the Uniform Shared Services and Consolidation Act, is hereby authorized.
2. That the Borough Administrator is hereby authorized to execute an agreement between the Borough and the Authority, in substantially the same form as that attached hereto, or with such minor revisions as may be necessary by the Borough Attorney, for the provision of the required administrative services to the Rent Leveling Board.
3. That upon execution of the shared services agreement, this resolution and the agreement between the parties shall be available for public inspection in the Office of the Borough Clerk.
4. That no further action of the Mayor and Council shall be required.

I, Nadine Drumgoole, Deputy Municipal Clerk of the Borough of Fort Lee, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council at a regular meeting held on January 16, 2025.

  
Nadine Drumgoole, Deputy Municipal Clerk



**SHARED SERVICES AGREEMENT FOR THE PROVISION  
OF ADMINISTRATIVE SERVICES TO THE FORT LEE  
RENT LEVELING BOARD**

**THIS AGREEMENT** made as of the 20<sup>th</sup> day of February 2025 by and between the **Borough of Fort Lee**, a public body politic of the State of New Jersey, having its principal offices at 309 Main Street, Fort Lee, New Jersey ("Borough") and the **Fort Lee Housing Authority**, a public body corporate and politic of the State of New Jersey, having its principal offices at 1403 Theresa Drive, Suite FLHA, Fort Lee, New Jersey ("Authority") (the Borough and the Authority collectively referred to as the "Parties" and individually as "Party").

**WITNESSETH:**

**WHEREAS**, the Borough a municipal corporation of the State of New Jersey in the County of Bergen, established in accordance with N.J.S.A. 40A:60-1 et seq.; and

**WHEREAS**, the Authority is a body corporate and politic created pursuant to the Local Redevelopment and Housing Law, as amended, N.J.S.A. 40A:12A-17 et seq.; and

**WHEREAS**, there is a need for the Borough and the Authority to provide an efficient and effective method of supplying administrative services to the Borough's Rent Leveling Board; and

**WHEREAS**, the Borough and the Authority desire to provide for a sharing of various municipal services through the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., that will result in efficiencies for the benefit of the citizens of the Borough; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act authorizes the Parties to enter into an agreement for any service provided on a regional, joint, interlocal, shared, or similar basis between local units, the provisions of which are memorialized by agreement between the participating local units, but, for the purposes of this act, does not include any specific service or activity regulated by some other law, rule or regulation;

**NOW THEREFORE**, the Parties hereto, intending to be legally bound, in consideration of the mutual covenants and promises made herein, and for other good and valuable consideration as set forth herein, do hereby mutually covenant and agree as follows:

**SECTION 1: Services.**



a. The services to be provided by the Authority to the Borough shall include the following:

1. The Authority, under the supervision of its Executive Director, shall provide the Borough with administrative services as more particularly set forth herein. The services provided by the Authority to the Borough shall be performed at its administrative offices and shall include, but not be limited to, the following:
  - i. Meeting, consulting with and advising Borough residents, property owners and tenants with respect to the Borough's Rent Leveling Ordinance and the policies, practices and procedures relating thereto.
  - ii. Serving as Secretary to the Rent Leveling Board of the Borough of Fort Lee and providing all of the services and performing the duties customarily associated therewith, including attending meetings of the Rent Leveling Board;
  - iii. Preparing reports to the Borough summarizing significant issues that arise at the Rent Leveling Board.
  - iv. At the option of the Borough, the Authority may procure materials and supplies for the Rent Leveling Board. In doing so, the Authority may utilize suppliers and providers under contract with either the Authority or the Borough, provided that the most economical supplier is utilized, and that all procurement be in compliance with applicable state and federal laws, rules and regulations. The Authority shall maintain procurement files for any procurement conducted on behalf of the Borough, which shall either pay providers directly (for contracts to which it is a party) or reimburse the Authority for the costs incurred on its behalf.
2. In performing the aforesaid duties, the Authority, its agents, servants and representatives shall comply with its written policies and procedures, including, but not limited to, its Personnel Policy. The Authority shall also comply with all applicable federal and state laws, rules and regulations, and shall provide such services in such a manner as they are customarily performed in a good and workmanlike manner.
3. The services provided to the Borough shall be performed by Authority staff under the supervision of the Authority's Executive Director. The Authority shall assign a single employee to serve as Secretary to the Rent Leveling Board. All other services shall be provided by Authority staff assigned to perform duties at the sole discretion of the Executive Director. The Authority shall establish "walk in" hours at its offices for members of the public, no less than twice a week, for a minimum of three hours per session

between the hours of 9:00 a.m. and 3:30 p.m. Other access shall be by appointment only.

4. All services provided by the Authority shall be performed in such a way as said services are customarily provided.

b. It is agreed and understood that the Authority shall be responsible for the compensation, insurance and benefits of its employees, as well as any injury to its employees and their property.

## **SECTION 2: Non-Exclusivity.**

Nothing contained herein shall preclude the Borough from performing the services set forth above in Section 1(a)(1) without the assistance of the Authority, it being understood that the duties conferred therein on the Authority are not exclusive.

## **SECTION 3. Compensation.**

a. The Borough shall compensate the Authority the sum of \$39,868.44 for the period of April 1, 2025 through March 31, 2026, to be paid monthly at the rate of \$3,322.37 per month and the sum of \$41,862.00 for the period of April 1, 2026 through March 31, 2027, to be paid monthly at the rate of \$3,488.50 per month for the services rendered herein. The Borough shall also supply or reimburse the Authority for postage, stationary, computers, file cabinets or other equipment necessary for the performance of its duties under this Agreement.

b. The Authority shall invoice the Borough monthly. The invoice shall include charges for any reimbursements due in accordance with Section 3(a) above.

## **SECTION 4. Term.**

This Agreement will be in effect for two years from April 1, 2025 through March 31, 2027 and may be extended for additional one (1) year term at the mutual option of both the Borough and the Authority; in accordance with the provisions of Uniform Shared Services and Consolidation Act, on such terms and conditions as agreed by the Parties, unless terminated earlier, as set forth in Section 6.

## **SECTION 5. Insurance.**

a. The Parties shall each maintain insurance to protect the Borough and the Authority with respect to the services to be provided by the Authority to the Borough under the terms of this Agreement.

b. The Authority shall carry such Worker's Compensation insurance as is now or may hereafter be required by law as to those persons performing services for Borough pursuant to this Agreement.



## **SECTION 6: Termination.**

a. This Agreement may be terminated for cause by either Party during its Term, provided prior written Notice has been given to the defaulting Party and such Party fails to remedy such default within thirty (30) days after receipt of such Notice.

b. This Agreement may be terminated by either Party during its Term for no cause, upon thirty (30) days prior written notice to the other Party of such termination. In such event the Authority shall be entitled to the pro-rated cost of services rendered through the date of termination. The obligations of each Party under this Agreement shall continue in full force and effect until the effective date of termination.

## **SECTION 7: Interest of Members, Officers or Employees of the Authority, Members of Local Governing Body or Other Public Officials.**

a. No member, officer, or employee of Borough, no member of the governing body of the Borough and no other public official of such localities who exercise any functions or responsibilities with respect to the services during their tenure or for one year thereafter, shall have an interest direct or indirect in this contract or the proceeds thereof.

b. The Authority warrants that it has disclosed all relevant information and that, to the best of its knowledge and belief, it does not have any organizational conflict of interest. The Authority agrees that if, after execution of this Agreement, it discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate and full disclosure to Borough and advise of the action that Authority has taken or intends to take to eliminate or neutralize the conflict.

## **SECTION 8: No Employee Relationship.**

Authority employees designated to perform services pursuant to this Agreement shall be deemed to be employees of the Authority and shall not be deemed to be employees of the Borough for any purpose whatsoever.

## **SECTION 9: Records and Storage.**

Upon the commencement of this Agreement, the Borough shall deliver to the Authority all active records and files of the Rent Leveling Board and provide adequate locked file cabinets for the keeping of same. The Authority shall not be responsible for storing or maintaining inactive or closed files. The Authority shall maintain a comprehensive system of records, books, and accounts in a manner satisfactory to the Borough. All records, books, and accounts, together with all documents, papers and records of the Authority that relate to the operation of the Rent Leveling Board shall be available for examination at reasonable hours by any authorized representative of Borough. The Authority will turn over all records to Borough at the termination of this Agreement.



## **SECTION 10: Indemnification.**

Each Party agrees that it shall defend, indemnify and save harmless the other Party, its officers, agents and employees and each and every one of them, against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs), including, without implied limitations, liabilities for damage to property or liabilities for injury or death of an person (including liabilities for damage property or liabilities for injury or death of the officers, agents and employees of the Party) resulting from the other Party's negligent performance of the Agreement or through any act or omission on the part of the Party or any of its officers, agents, employees, or volunteers in any manner related to the services provided under this Agreement.

## **SECTION 11: Equal Employment Opportunity.**

During the performance of this contract, Authority agrees as follows:

a. The Authority will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, age, disability, marital status, sexual preference, nationality, ancestry, gender identity or expression, domestic partnership or civil union status, pregnancy status or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Authority agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of Section 11 of this Agreement.

b. In the event of Authority's non-compliance with Section 11 of this Agreement or with any other such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended by the Borough, in whole or in part, and the Authority may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1966, and such other sanctions may be imposed and remedies invoked as provided in such order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

## **SECTION 12: Miscellaneous.**

a. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The Parties agree to the jurisdiction of the Superior Court of New Jersey, Bergen County, or administrative tribunals of the State of New Jersey, as the sole venue for any causes of action brought under this Agreement.

b. Authority to Enter Agreement. Each Party represents that it has the power and authorization to enter into this Agreement as its legal and binding obligation and that there is no pending or threatened litigation by or against it that will or has the potential to cause a material adverse impact on the Party's performance obligations under this Agreement.

c. Entire Agreement. This Agreement constitutes and expresses the complete and entire Agreement and understanding of the Parties hereto with reference to the subject matter hereof; all prior promises, representations, agreements, understandings, and arrangements relative thereto being herein merged.

d. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns, if any.

e. Severability. The provisions of this Agreement are intended to be severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement.

f. Assignment. The Parties to this Agreement shall not assign or transfer any of its rights or obligations under this Agreement without the other Parties' prior written consent.

g. Non-Waiver. It is understood and agreed that nothing contained in this Agreement shall be construed as a waiver on the part of the Parties of any right that is not explicitly waived in this Agreement. No failure or delay on the part of any Party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights, power, or remedies existing at law, in equity or otherwise.

h. Notices and Approvals.

Where notice to a Party or the approval of a Party is required under the terms of this Agreement, such notice shall be given to and such approval shall be given be obtained from the following representatives of each Party:

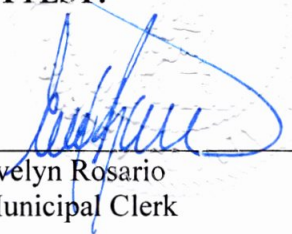
Borough Administrator of Borough of Fort Lee

Executive Director of Fort Lee Housing Authority

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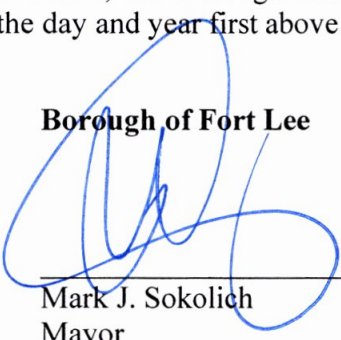
**IN WITNESS WHEREOF**, as set forth below, the Borough and the Authority have caused this Agreement to be duly executed as of the day and year first above written.

**ATTEST:**

  
\_\_\_\_\_  
Evelyn Rosario  
Municipal Clerk

Dated: February 20, 2025

**Borough of Fort Lee**

  
\_\_\_\_\_  
Mark J. Sokolich  
Mayor

**ATTEST:**

\_\_\_\_\_

Dated: \_\_\_\_\_

**Fort Lee Housing Authority**

\_\_\_\_\_  
Terrence J. Corriston  
Executive Director



**HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE**

**RESOLUTION NO. 2456**

**RESOLUTION BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH GJEM INSURANCE AGENCY, INC, FOR RISK MANAGEMENT SERVICES FOR THE PERIOD BEGINNING MARCH 15, 2025, AND TERMINATING ON MARCH 14, 2026**

**WHEREAS**, it is advisable for the Fort Lee Housing Authority (Authority) to retain Risk Management Services with respect to its insurance coverages and claims; and

**WHEREAS**, a public notice was placed in The Record Newspaper on February 3, 2025, for sealed proposals for "Professional Risk Management Services" with a return date of February 28, 2025; and

**WHEREAS**, in response to the aforesaid notice, the Authority received two proposals, both of which provided that the fee for services would be covered by the NJPHA JIF; and

**WHEREAS**, the Executive Director reviewed the proposals and communicated with references submitted by both companies and based upon same, recommends that the authority retain GJEM INSURANCE AGENCY, INC. to perform Risk Management Services.

**NOW THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE (Authority), as follows:**

1. That the Executive Director is authorized to enter into a contract with GJEM INSURANCE AGENCY, INC. for Professional Risk Management Services for the period beginning March 15, 2025, and ending March 14, 2026; and
2. That the Contract is being awarded in accordance with the Authority's Procurement Policy as a "Professional Service" under the Local Public Contracts Law, (N.J.S.A. 40A:11-1 et seq) and that a Notice of this Action shall be published once in The Record; and

3. That this Resolution and Contract shall be and remain on file and available for public inspection at the office of the Fort Lee Housing Authority, 1403 Teresa Drive, Fort Lee, New Jersey 07024; and
4. That this Resolution shall take effect immediately.

INTRODUCED BY: ELSIE O'NEILL (THROUGH ZOOM)

SECONDED BY: 