EDISON HOUSING AUTHORITY
Regular Meeting
May 10, 2016
7:00 P.M.
Julius Engel Gardens (South)
AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Please note that adequate notice of this meeting, as required by the Open Public Meetings Act of 1975, has been provided by notice sent to the Star Ledger and the Homes News Tribune on December 31, 2015 and a copy of the notice was published in the Home News Tribune on January 4, 2016. Said notice has been posted in the main lobby of the Municipal Building and the two housing development of the Authority.

4. Roll Call

5. Approval of April 12, 2016 Regular Meeting Minutes

6. Resolutions:

   1-5-2016 Resolution to adopt Vouchers for Business, Professional services, Salaries and taxes in the amount of $87,035.19

   2-5-2016 Resolution to consider FYE Budget for June 30, 2017 to submitted to the State of New Jersey DCA

7. Old Business

8. New Business

9. Public Portion

10. Adjournment

EDISON HOUSING AUTHORITY
REGULAR BOARD MEETING MINUTES
April 12, 2016
7:00 PM

The Regular Meeting of the Board of Commissioners of the Edison Housing Authority was held at the Randy Oakley Community Room at Robert Holmes Gardens

Adequate the notice of the meeting as required by the Open Public Meetings Act was transmitted on December31, 2015 providing the date, time and place of this meeting was to the Star Ledge and the Home News Tribune; a copy of the notice was also published in the Home New Tribune on January 4, 2016 Said notice was also posted on both of the authority's officially designated bulletin boards, filed with the township clerk and posted in the main lobby of the municipal complex.

Those in attendance were: Chairman Carlos N. Sanchez, Vice Chairman Walter Szoludko, Commissioners Christopher Mazauskas, Raymond Koperwhats, and Barry Telesnick. Also present Executive Director Madeline Cook and Attorney Corriston.

Absent: Commissioners Neal, Cruz

Motion to approve Minutes of the March 8, 2016

Motion: Comm. Koperwhats
Second: Comm. Mazauskas

Approved as follows:

	AYES	**NAYS**	**ABSTAIN**	**ABSENT**
Commissioner Cruz				x
Commissioner Mazauskas	x			
Commissioner Koperwhats	x			
Commissioner Neal				x
Commissioner Telesnick	x			
Vice Chairman Szoludko	x			
Chairman Sanchez	x			

Resolution 1-4-16 to authorize Vouchers for Business, Professional Services, Salaries and taxes in the amount of $44,797.59

Motion: Commissioner Telesnick
Second: Commissioner Szoludko

Discussion

Discussion was held about the additional explanation of expenses. Chair Sanchez he was happy with the outcome, however, the staff would be working with Tenmast to make the process a little easier. Chair Sanchez continued saying that if this process is taking too much time from the staff's regular work, the4 subject will be reviewed again.

Approved as follows:

	AYES	NAYS	ABSTAIN	ABSENT
Commissioner Mazauskas	x			
Commissioner Koperwhats	x			
Commissioner Cruz				x
Commissioner Neal	x			x
Commissioner Telesnick	x			
Vice Chairman Szoludko	x			
Chairman Sanchez	x			

Resolution 2-4-16 - to authorize the renewal of the Executive Director's contractor.

Chair Sanchez called for a motion to go into Executive Session to discuss a Personnel Matter.

Motion: Comm. Telesnick
Seconded: Comm. Koperwhats

Board entered closed session at 7:30 PM buy unanimous vote

Motion by Comm. Telesnick and seconded by Comm. Koperwhats to reopen public session at 8:30 PM, approved by unanimous vote.

Chair Sanchez said the Board would entertain the resolution for the Executive Director's contract including the amendments to the contract and resolution as per the attached contract.

Moved: Comm. Telesnick
Seconded: Comm. Koperwhats

Approved as follows:

	AYES	NAYS	ABSTAIN	ABSENT
Comm. Cruz				x
Comm. Koperwhats	x			
Comm. Neal				x

Comm. Mazauskas	x
Comm. Telesnick	x
Vice Chair. Szoludko	x
Chairman Sanchez	x

.**New Business**

Executive Director Cook reported that Rev. Carpenter Boulevard repaving was being done, generator work has started and the administration office was closed for one day because of no power because of the generator work.

Old Business

None

Public Portion

Opened at 8:44PM. No public present; closed public portion at 8:45.

Adjournment

Motion to adjourn by Comm. Telesnick and seconded by Comm. Szoludko.

Adjourned Unanimously at 8:45

_____

Madeline Cook
Executive Director/Secretary

A motion to adopt Minutes of the April 8, 2016 Meeting was made by Comm. and was seconded by Comm.

Commissioner	Aye	Nay	Abstain	Absent
Comm. Cruz				
Comm. Koperwhats				
Comm. Neal				
Comm. Telesnick				
Comm. Mazauskas				
Vice Chair Szoludko				
Chair. Sanchez				

This is a true copy of the Resolution adopted at the 05/10/16 Regular Meeting of the Board of Commissioners at the Edison Housing Authority.

_____

Madeline Cook, Secretary/E.D.

CONTRACT OF EMPLOYMENT

This Agreement is made this 15th day of May, 2016, in the Township of Edison, County of Middlesex, State of New Jersey, by and between the following parities:

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON, with principal offices located at 14 Rev. Samuel Carpenter Boulevard, and Willard Dunham Drive, in the Township of Edison, County of Middlesex and State of New Jersey (hereinafter referred to as the "Employer" or "Housing Authority") and **MADELINE COOK,** (hereinafter referred to as "Employee or "Executive Director").

RECITALS

A. Employer is a public entity formed pursuant to applicable State Statutes and Federal Regulations.

B. Employee is willing to be employed by Employer, and Employer is will to employ Employee, on the terms, covenants and conditions hereinafter set forth.

In consideration of the mutual covenants and promises of the parties hereto, Employer and Employee covenant and agree as follows:

SECTION 1
NATURE AND PLACE OF EMPLOYMENT

Employer does hereby employ, engage and hire Employee as its Executive Director at Edison, New Jersey and Employee does hereby accept and agree to such hiring, engagement and employment. Subject to the supervision and pursuant to the orders, advice and directions of the Board of Commissioners and, in accordance with the job description being promulgated by the Employer as may be amended from time to time, Employee shall perform such other duties as are customarily performed by one holding such position in other Housing Authorities, and Employee shall also render such other reasonable and unrelated services and duties as may be assigned to her from time to time by Employer.

SECTION 11

MANNER AND PERFORMANCE OF EMPLOYEE'S DUTIES

Employee agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talent, perform all of the duties that may be required of and from her pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of Employer. Such duties shall be rendered at the Administration Building, at the North Edison Gardens Complex, at Rev. Samuel Carpenter Boulevard, Willard Dunham Drive and at such other places as Employer shall in good faith require or as the interests, needs, business and opportunities of Employer shall require.

SECTION 111

DURATION OF EMPLOYMENT

The terms of the Agreement shall be for a period of one (1) year, commencing on May 15, 2016 and terminating on May 14, 2017. The parties may mutually agree to extend the contract for one additional year. At the end of the contract term, if a new contract has not been entered, the Employee shall become an "at will" employee.

SECTION 1V

COMPENSATION AND REIMBURSEMENT

Employer shall pay Employee, and Employee agrees to accept from Employer, in full payment for Employee's services under this Agreement, compensation as specified below payable according to the normal an customary payroll schedule of the Employer:

Effective May 15, 2016 -May 14, 2017 - $110,000

SICK LEAVE

Employee shall be permitted to receive 15 sick days per year. Employee shall be permitted to accumulate unused sick days for the duration of her employment. Upon separation of service, the Employee shall receive payment for unused sick leave in accordance with State Law. However payment in said regard shall not exceed $12,000 unless prevailing Federal and /or State regulations mandating a lower financial cap less than $12,000. In the event any applicable Federal/State regulations mandating a lower

financial cap for unused sick day, then in that event, the within contract shall be deemed automatically modified to r4flect the lower payment amount

.

VACATION

The Employee shall be entitled to receive 25 days paid vacation per year. To the extent possible and/or practical, the Employee shall attempt to provide the Employer with her anticipated vacation plans on or before May 1 of each calendar year. Additionally, the Employer encourages and directs that the said vacation time be utilized and the Employee shall take and utilized the allotted vacation time. The Employee shall be permitted to carry-over her vacation allotment for a (1) one year period. Upon separation of service, Employee shall receive payment for unused earned vacation leave.

OTHER

In addition, the Employee shall receive the following:

Medical insurance, dental and prescription drugs, disability insurance and pension plan payments an reimbursement for medicare premiums as provided to other staff members (as may be amended from time to time). As provided under Chapter 48 (N.J.S.A. 52:14.17.38)State Health Benefits Program and Edison Housing Authority Resolution No. 2-2-16.

In addition to the foregoing, Employer agrees that it will reimburse (at the Federal IRS rate per mile) Employee for any and all necessary, customary and usual expensed incurred by her while traveling (excluding commuting time) for and on behalf of the Employer, pursuant to Employer's directions/authorizations.

SECTION V

ANNUAL REVIEW

In accordance with the prevailing law. The Employer shall review the Employee's performance on an annual basis.

SECTION V1

TERMINATION

This Agreement shall terminate as specified in Section 111. This Agreement shall also be terminable:

a. By the Employee in the event of a breach by the Employer of the terms hereof.

b. By the Employer, upon 120 days notice in accordance with N.JL.S.A. 40A-12A-18

SECTION V11

NON-APPLICABILIIYT OF OTHER POLICIES/AGREEMENTS

Employee agrees and acknowledges that to the extent they are inconsistent or contrary to the terms of this Agreement, the following Policies/Agreements are not applicable to her and, as such, have no bearing on the within Contract:

The Employer's Personnel Policy; and

Any Collective Bargaining Agreement involving the Employer.

SECTION V111

DEPARTURE CLAUSE

The parties acknowledge that a proper and smooth transition of administrative leadership will be necessary when the Executive Director ultimately leave the employment of the Edison Housing Authority The Parties furthermore acknowledge that such proper and smooth transition is essential to the PHA - particularly in light of the fact that the Executive services as the administrative head of the Agency, and particularly in light of the fact that there is no Deputy/Assistant Executive Director. The parties furthermore acknowledge that the absence of such proper and smooth transition will detrimentally affect the ove4rall operations of the Agency. Thus, in the absence of documented health issues, upon the conclusion of the within contract, the Executive Director shall provide the employer at last six (6) month written notice if the Executive Director intends to voluntarily leave the employ of the Edison Housing Authority..

SECTIO\N IX

SUBORDINATION TO H.U.D.

Notwithstanding anything contained herein to the contrary, in the event that the Regional Housing and Urban Development Office (hereinafter referred to as HUD), which oversees the operations of the Employer, for any reason disapproves of this Agreement, then in that event, this Agreement shall cease and terminate.

SECTION X

FULL TIME DEVOTION BY EMPLOYEE TO BUSINESS

Employee shall devote all of her professional time, attention, knowledge and skills solely and exclusively to the business and interests of Employer and Employer shall be entitled to all of the benefits arising from or incident hereto. Additionally, Employee expressly agrees that during the hereof, she will abide by all HUD/State/Authority regulations currently in effect, as the same may be amended from time to time.

SECTION XI

COMMITMENTS ON EMPLOYER ONLY ON WRITTEN CONSENT

Notwithstanding anything contained herein to the contrary, and in accordance with applicable State Statutes and Federal Regulations, it is expressly understood and agreed that absent Board Policy to the contrary, Employee shall not have the right to make any contracts or commitments for or on behalf of the Employer, without the express authorization of the Employer.

SECTION X1I

CONTRACT TERMS TO BE EXCLUSIVE

This written Agreement contains the sole and entire Agreement between the parities and shall supersede any and all other Agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement which has not been reduced to writing,

and each of the parties hereto 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 unless the same appear in the within agreement. The parties also recognize that they each have the right to consult with an attorney if they so desire.

SECTION X11I

WAIVER

No waiver of any provision(s) of this Agreement shall be valid, unless in writing and signed by the person or party against whom the same is charged.

SECTION X1V

APPLICALBE LAW

The Agreement shall be subject to and governed by the laws of the State of New Jersey and regulations of the United States Government as promulgated and accepted by the Department of Housing and Urban Development.

SECTION XV

SURVIVAL CLAUSE

If any term or provision of this Agreement shall to any extend be deemed invalid or unenforceable by a Court of competent jurisdiction, the remainder of the Agreement shall no be affected thereby, and each term and provision of this Agreement shall be invalid and enforceable to the fullest extent permitted by law.

IN WITNESS HEREOF, the parties have hereunto set their hands and scales.

Housing Authority Of the Township of Edison

ATTEST:_____ _____ _____

Carlos N. Sanchez, Chairman **Dated**

ATTEST:_____

Madeline Cook 4-18-16

Madeline Cook **Dated**

RESOLUTION NO. 2-4-16
RESOLUTION AUTHORIZING A 'RENEWAL OF CONTRACT BETWEEN THE EDISON HOUSING AUTHORITY AND MADELINE COOK, EXECUTIVE DIRECTOR

WHEREAS, Madeline Cook is the current Executive Director of the Edison Housing Authority; and

WHEREAS, Ms. Cook's Contract with the PHA has expired on or about May 14, 2011; and

WHEREAS, pursuant to prevailing New Jersey regulations, the Housing Authority recently caused the Executive Director's performance to be formally evaluated; and

WHEREAS, the results of the said evaluation were satisfa6tory and positive; and **WHEREAS,** for record-keeping purposes, a written summation of the said verbal evaluation shall be presented to the Executive Director; and

WHEREAS, in light of the above, the Housing Authority wishes to renew Ms. Cook's contract for an additional 1 year period, effective May 15, 2016 - May 14, 2017 with the option of one additional year,

WHEREAS, the Housing Authority believes that doing so will be in the best interests of the Authority and its residents.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Edison Housing Authority as follows:

1. That in accordance with the Agreement attached here to and other conditions contained herein, the Housing Authority is hereby authorized to renew its Executive Director Contract with Madeline Cook, for a 1 year period, effective May 15, 2016, and, unless otherwise terminated, expiring on May 14, 2017.

2. That the within Resolution granting the contract is contingent upon the Executive Director's continued satisfactory performance as Administrative Head of the Authority.

3. That subject to the conditions set forth herein, the Edison Housing Authority is authorized to execute a Contract once the salary amounts are successfully negotiated/resolved.

4. That the said Contract of Employment (once signed) may be terminated, with cause, in accordance with prevailing law (including N.J.S.A. 40A:12A-18 ET. Seq.) as may be amended from time to time. Additionally, the subject contract (once signed) shall in all matters, comply with prevailing provisions of Federal and State Regulations.

5. That if necessary, the subject Contract of Employment shall be subject to the review and approval of the Department of Housing and Urban Development and the Department of Community Affairs.

6. That the Housing Authority Chairman, Vice-Chair, and any other appropriate members of the Authority are hereby authorized to sign any and all documents necessary to *effectuate the intentions of the within Resolution, including but not limited to, the Contract of Employment*

A motion to adopt Resolution 2-4-16 at the meeting was made by Comm. Telesnick and was seconded by Comm. Koperwhats

Commissioner	Aye	Nay	Abstain	Absent
Comm. Cruz				✓
Comm. Mazauskas	✓			
Comm. Koperwhats	✓			
Comm. Neal				✓
Comm. Telesnick	✓			
Vice Chair Szoludko	✓			
Chair Sanchez	✓			

This is a true copy of the Resolution adopted at the April 5th Regular Meeting of the Board of Commissioners at the Edison Housing Authority.

Madeline Cook

Madeline Cook, Secretary/E.D

RESOLUTION NO. 1-5-16

A RESOLUTION AUTHORIZING THE PAYMENT OF VOUCHERS FOR BUSINESS IN THE AMOUNT OF $87,035.19

WHEREAS, the Edison Housing Authority must pay for the goods and services it contracts for, and

WHEREAS, such payment must be authorized by the Board of Commissioners, and

WHEREAS, for the period since vouchers were last approved, the total amount of payments required for business expensed is $87,035.19

NOW THEREFORE, be it resolved by the Board of Commissioners of the Edison Housing Authority, that Resolution Number 1-5-16-; authorizing the payment of vouchers for business expenses in the amount of $87,035.19 is hereby passed.

MOVED: Commissioner.

SECOND: Commissioner

VOTE AS FOLLOWS;	Ayes	Nays	Abstain	Absent
Commissioner Cruz				
Commissioner Mazauskas				
Commissioner Koperwhats				
Commissioner Neal				
Commissioner Telesnick				
Vice Chairman Szoludko				
Chairman Sanchez				

PASSED AND ADOPTED the 10th. day of May, 2016

I, Madeline Cook, Secretary to the Housing Authority of the Township of Edison, hereby certify that the foregoing is a true copy of a resolution of the Authority adopted at a regular meeting held on May 10, 2016

_____

Madeline Cook, Secretary/E.D.