

**MINUTES OF THE REGULAR MEETING OF LODI HOUSING AUTHORITY, 50 BROOKSIDE AVENUE, LODI, NEW JERSEY AT 7:00 PM ON THURSDAY, MARCH 24, 2022**

**Call to Order:** Chairman Steven De Nobile called the Regular Meeting to Order at 7:00 PM.

**Pledge of Allegiance:** Chairman De Nobile requested everyone stand for the Pledge of Allegiance, and after the Pledge, the Chairman made the following statement, "This Agenda is posted to inform the Public of actions being considered by the Authority's Board of Commissioners and its Executive Director/Secretary Treasurer. There may be additions and deletions prior to the Board Meeting before taking final action." Chairman De Nobile also stated the following, "This meeting has been publicly advertised in compliance with the Open Public Meeting Act."

**Roll Call:** In addition to Chairman De Nobile, the meeting was attended by Vice Chairman Riley and Commissioners Daniel J. Cody, Albert Di Chiara, and Robert Marra. Commissioner Paul V. Lynch was absent.

The Meeting was also attended by Lodi Housing Authority Attorney Conrad M. Olear, Esq., Executive Director/Secretary Treasurer Thomas DeSomma, Deputy Executive Director Gary Luna and, Housing Manager/Recording Secretary Carol A. Ferrara.

**Bids:** None

**Approval of Minutes:**

**Motion was made by Commissioner Cody and Seconded by Commissioner Di Chiara to approve the Minutes of the Regular Meeting held on February 17, 2022. Upon Roll Call, the Board voted as follows:**

AYES	NAYS	ABSTAINED	ABSENT
Commissioner Cody Commissioner Di Chiara Commissioner Marra Vice Chairman Riley Chairman De Nobile	NONE	NONE	Commissioner Lynch

**Motion was made by Commissioner Cody and Seconded by Commissioner Di Chiara to approve the Minutes of the Closed Session of the Regular Meeting held on February 17, 2022. Upon Roll Call, the Board voted as follows:**

AYES	NAYS	ABSTAINED	ABSENT
Commissioner Cody Commissioner Di Chiara Commissioner Marra Vice Chairman Riley Chairman De Nobile	NONE	NONE	Commissioner Lynch

**Communications:**

1. 5-Year Annual PHA Plan for FYS 10/01/22 was advertised for public comment to be held at 6:00 PM on 04/21/22

**MINUTES OF REGULAR MEETING – MARCH 24, 2022 (cont'd)**

**Report of Attorney:**

1. **New:**
2. **Updates:**
3. **Any Other Pending Litigation/Personnel Matters to be Discussed:**

**REFER TO CLOSED SESSION – ATTORNEY-CLIENT PRIVILEGED DISCUSSIONS FOR RELATED CORRESPONDENCE**

**Report of Accountant:** Nothing at this time.

**Report of Security:** Welcome Back, Joe Pedone (as needed basis)

**Bills Agenda:**

**Motion to Approve the March 2022 Bills Agenda was made by Commissioner Cody and Seconded by Commissioner Di Chiara. Upon Roll Call, the Board voted as follows:**

AYES	NAYS	ABSTAINED	ABSENT
Commissioner Cody Commissioner Di Chiara Commissioner Marra Vice Chairman Riley Chairman De Nobile	NONE	NONE	Commissioner Lynch

**Report of Executive Director:**

1. **CONTRACT REPORT:**

CONTRACT AWARDED TO:		CONTRACT FOR:
1.	None	
2.		
I HEREBY CERTIFY THE "FUNDING AVAILABILITY" TO AWARD THE CONTRACTS, AS REFERENCED HEREIN AND FURTHER CERTIFY THAT ALL CONTRACT PRICES WERE OBTAINED IN COMPLIANCE WITH LHA AND THE US DEPARTMENT OF HUD CFR 85-36 ESTABLISHMENT OF PROCUREMENT POLICY.		
CONTRACT LISTED ABOVE DOES NOT REQUIRE BOARD APPROVAL SINCE YEARLY CONTRACT AMOUNT IS WITHIN EXECUTIVE DIRECTOR'S THRESHOLD TO AWARD		

CONTRACT AWARDED TO:		CONTRACT FOR:
1.	None	
2.		
I HEREBY CERTIFY THE "FUNDING AVAILABILITY" TO AWARD THE CONTRACTS, AS REFERENCED HEREIN AND FURTHER CERTIFY THAT ALL CONTRACT PRICES WERE OBTAINED IN COMPLIANCE WITH LHA AND THE US DEPARTMENT OF HUD CFR 85-36 ESTABLISHMENT OF PROCUREMENT POLICY.		
CONTRACT LISTED ABOVE DOES REQUIRE BOARD APPROVAL SINCE YEARLY CONTRACT AMOUNT IS NOT WITHIN EXECUTIVE DIRECTOR'S THRESHOLD TO AWARD		



**MINUTES OF REGULAR MEETING – MARCH 24, 2022 (cont'd)**

2. FEMA insurance coverage payment received to date is \$389,137.95 – LHA is preparing its 3<sup>rd</sup> payment request – Final Report by FEMA Adjuster indicates NOT accepting LHA's 2<sup>nd</sup> payment request – Subsequently, Executive Director & Deputy Executive Director interviewed professional FEMA adjuster (to be explained) – Also, refer to 02/11/22 email in which LHA is requesting meeting pertaining to FEMA's request for a more detailed breakdown of labor costs.
3. Public Advertisement in Record on 03/18/22 & 03/21/22 for A&E Contract Award to LSEA for repair/replacement of fire alarm/call to aid system at S/C Complexes
4. Again, FEMA's Denial of Labor Costs – after supplying all documentation as requested by FEMA – Executive Director requesting consideration by Board to appeal denials & authorize LHA Attorney to handle appeal process (see below):

**Motion needed to Authorize Extraordinary Litigation & to Authorize LHA Counsel Conrad M. Olear, Esq. to represent LHA to Appeal FEMA's Denial of Hurricane Ida's Expenses – Motion was made by Commissioner Cody and Seconded by Commissioner Di Chiara. Upon Roll Call, the Board voted as follows:**

AYES	NAYS	ABSTAINED	ABSENT
Commissioner Cody Commissioner Di Chiara Commissioner Marra Vice Chairman Riley Chairman De Nobile	NONE	NONE	Commissioner Lynch

**Report of Deputy Executive Director/Administrator Section 8/Housing Manager:**

1. DVP & S/C boiler repairs/restoration
2. Washers/Dryers – damaged during Hurricane Ida (09/2021) replaced in February 2022
3. Update on ongoing denial by FEMA of labor & other related costs pertaining to Hurricane Ida

**Resolutions:**

**CONSENT AGENDA** (Resolutions are matters covering operation of Lodi Housing Authority and will be passed by one roll call vote covering all items on the Consent Agenda.)

**Motion to Approve Resolutions by Consent Agenda was made by Commissioner Marra and Seconded by Commissioner Di Chiara. Upon Roll Call, the Board voted as follows:**

AYES	NAYS	ABSTAINED	ABSENT
Commissioner Cody Commissioner Di Chiara Commissioner Marra Vice Chairman Riley Chairman De Nobile	NONE	NONE	Commissioner Lynch

**MINUTES OF REGULAR MEETING – MARCH 24, 2022 (cont'd)**

1. Resolution #21-18	Rent Write-Off – FYE 09/30/22 – VanInderstine (NM #17)
2. Resolution #21-19	CY 2022 Risk Management Consultant's Agreement

**Report of Commissioner:**

**Unfinished Business:** None

**Old Business:** None

**New Business:** None

**Good & Welfare:** None

**Hearing of Citizens:** None in Attendance

**Closed Session:**

**Motion to End Regular Order of Business and go into Closed Session was made by Commissioner Cody and Seconded by Commissioner Di Chiara.  
Upon Roll Call, the Board voted as follows:**

AYES	NAYS	ABSTAINED	ABSENT
Commissioner Cody Commissioner Di Chiara Commissioner Marra Vice Chairman Riley Chairman De Nobile	NONE	NONE	Commissioner Lynch

**Motion to End Closed Session and return to Regular Order of Business was made by Commissioner Cody and Seconded by Vice Chairman Riley.  
Upon Roll Call, the Board voted as follows:**

AYES	NAYS	ABSTAINED	ABSENT
Commissioner Cody Commissioner Di Chiara Commissioner Marra Vice Chairman Riley Chairman De Nobile	NONE	NONE	Commissioner Lynch

**MINUTES OF REGULAR MEETING – MARCH 24, 2022 (cont'd)**


**Adjournment:**

**Motion to Adjourn was made by Commissioner Cody and  
Seconded by Commissioner Di Chiara.  
Upon Roll Call, the Board voted as follows:**

<b>AYES</b>	<b>NAYS</b>	<b>ABSTAINED</b>	<b>ABSENT</b>
Commissioner Cody Commissioner Di Chiara Commissioner Marra Vice Chairman Riley Chairman De Nobile	NONE	NONE	Commissioner Lynch

Meeting was Adjourned at 7:37 PM and Chairman De Nobile declared the Regular Meeting closed.

  
**THOMAS DeSOMMA**  
Executive Director/Secretary Treasurer

  
**STEVEN De NOBILE, Chairman or  
ROBERT RILEY, JR., Vice Chairman**

Transcribed/Typed by:   
**CAROL A. FERRARA**  
Housing Manager/Recording Secretary

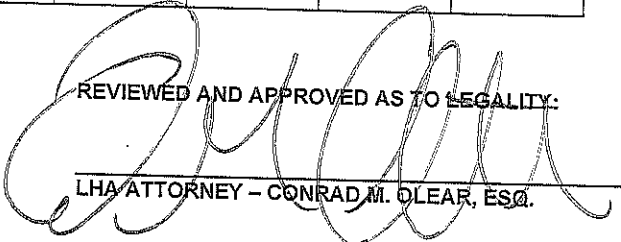


**RESOLUTION NO. 21-18**

Governing Body Recorded Vote – Members:

Board Members	Aye	Nay	Abstain	Absent
Commissioner D. J. Cody				
S Commissioner A. Di Chiara	✓			
Commissioner P. V. Lynch				
M Commissioner R. Marra	✓			✓
Vice Chairman R. Riley, Jr.	✓			
Chairman S. De Nobile	✓			

Approved  Denied

REVIEWED AND APPROVED AS TO LEGALITY:  
  
 LHA ATTORNEY – CONRAD M. OLEAR, ESQ.


**RENT WRITE-OFF FYE 09/30/22**

**WHEREAS**, former/deceased tenant listed below has an outstanding balance due Lodi Housing Authority thus requiring the outstanding balance to be written off as uncollectible; and

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Commissioners of Lodi Housing Authority that the total amount of \$212.00 due from deceased resident is hereby "written off" as uncollectible as of FYE 09/30/22.

FORMER TENANT	COMPLEX	AMOUNT	REASON
Elizabeth VanDerstine	Apt. #17 North Main Street S/C Complex	\$212.00	Tenant Deceased
<b>TOTAL:</b>		<b>\$212.00</b>	

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE COPY AS ADOPTED BY THE HOUSING AUTHORITY OF THE BOROUGH OF LODI AT THE MEETING HELD ON:

Thursday March 24 2022  
  
 EXECUTIVE DIRECTOR/SECRETARY-TREASURER

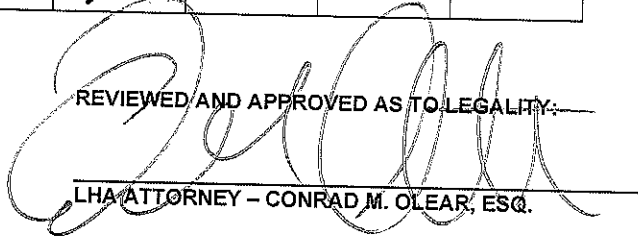
Cc: Carol A. Ferrara, Housing Manager/HRO  
 Nicole Ferrara, Supervisor of Accounts  
 Wallace Nowosielecki, CPA, Fee Account  
 Former Resident's File (Vaniderstine-NM 17)

## RESOLUTION NO. 21-19

Governing Body Recorded Vote – Members:

Board Members	Aye	Nay	Abstain	Absent
Commissioner D. J. Cody	✓			
Commissioner A. Di Chiara	✓			
Commissioner P. V. Lynch				
Commissioner R. Marra				✓
Vice Chairman R. Riley, Jr.	✓			
Chairman S. De Nobile	✓			

Approved  Denied

  
 REVIEWED AND APPROVED AS TO LEGALITY:  
 LHA ATTORNEY – CONRAD M. OLEAR, ESQ.

### CY 2022 RISK MANAGEMENT CONSULTANT'S AGREEMENT

This Agreement effective the 1<sup>st</sup> day of January 2022 between Lodi Housing Authority (hereinafter referred to as Authority) and **Regional Risk Managers LLC** (A Scirocco Group Company), 777 Terrace Avenue, Hasbrouck Heights, NJ 07604 (hereinafter referred to as the Consultant).

**WHEREAS**, the Consultant has offered the Authority professional risk management consulting services as required in the bylaws of the New Jersey Public Housing Authority Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Funds; and

**WHEREAS**, the Authority desires these professional services pursuant to the resolution adopted by the governing body of the Authority at a meeting held; and

**NOW, THEREFORE BE IT RESOLVED**, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the Consultant shall:
  - a. Assist the Authority in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
  - b. Assist the Authority in understanding the various coverages available from the New Jersey Public Housing Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund.
  - c. Review with the Authority any additional coverages that the Consultant feels should be carried but are not available from the Fund and, subject to the Authority's authorization, place such coverages outside the Fund.
  - d. Assist the Authority in preparation of applications, statements of values, and similar documents requested by the Fund, it being understood that this Agreement does not include any appraisal work by the Consultant.
  - e. Review Certificates of Insurance from contractors, vendors, and professionals when requested by the Authority.
  - f. Review the Authority's assessment as prepared by the Fund and assist the Authority in the preparation of its annual insurance budget.
  - g. Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) Authority safety committee meeting per annum to promote the safety objectives and goals of the Authority and the Fund.

- h. Assist where needed in the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally done by a public adjuster.
  - i. Perform any other risk management related services required by the Fund's bylaws.
1. In exchange for the above services, the Consultant shall be compensated in the following manner:
- a. The Authority authorizes the Fund to pay its Consultant compensation for services rendered an amount equal to 6% of the Authority's annual assessment as promulgated by the Fund. Said fee shall be paid to the Consultant within 30 days of payment of the Authority's assessment.
  - b. For any insurance coverages authorized by the Authority to be placed outside the Fund, the Consultant shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in 2a.
  - c. If the Authority shall require of the Consultant extra services other than those outlined above, the Consultant shall be paid by the Authority a fee at the rate of n/a per hour in addition to actual expenses incurred.

Political Contribution Disclosure – This Contract has been awarded to Regional Risk Managers LLC (A Scirocco Group Company) based on the merits and abilities to provide the goods or services as described herein. This Contract has been awarded through a "fair and open process" pursuant to NJSA 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Regional Risk Managers LLC (A Scirocco Group Company), its subsidiaries, assigns, or principals controlling in excess of 10% of the company will submit within ten (10) days of Authorizing Notice, the Political Disclosure Form required under the Election Law Enforcement Commission pursuant to NJSA 19-44A-8 or 19:44A-16, in the one-year period preceding the award of the Contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Contract, nor will it make a reportable contribution during the term of the Contract to any political party committee in the Lodi Housing Authority if a member of that political party is serving in an elective public office of the Lodi Housing Authority when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Lodi Housing Authority when the Contract is awarded.

The term of this Agreement shall terminate 12/31/22. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than 30 days thereafter. In the event of termination of this Agreement, the Consultant's fees outlined in 2a above shall be prorated to date of termination.

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE COPY AS ADOPTED  
BY THE HOUSING AUTHORITY OF THE BOROUGH OF LODI AT THE  
MEETING HELD ON:

Thursday March 24 2022

  
EXECUTIVE DIRECTOR/SECRETARY-TREASURER

CONSULTANT:  
Regional Risk Managers, LLC (A Scirocco Group Company)

  
John M. Scirocco, Jr.