

Resolution #19

RESOLUTION OF THE GLEN COVE COMMUNITY DEVELOPMENT AGENCY ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH GLEN COVE HOUSING AUTHORITY (GC-HA) TO ADMINISTER THE GC-HA'S RENTAL ASSISTANCE DEMONSTRATION (RAD)/SECTION 18 CONVERSION UNITS UNDER THE GC-CDA'S ANNUAL CONTRIBUTIONS CONTRACT (ACC) WITH U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

WHEREAS, the Glen Cove Community Development Agency (GC-CDA) is authorized and empowered by the provisions of Articles 15 and 15-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (collectively, the "Enabling Act"), and Section 580-a of said General Municipal Law (said Section and the Enabling Act being hereinafter collectively referred to as the "Act") to plan and implement programs involving the rehabilitation and revitalization of both the residential and commercial sectors of the City of Glen Cove, foster economic growth, provide assistance to public service organizations, eliminate blight and improve opportunities for low and moderate income citizens of the City of Glen Cove; And

WHEREAS, the Glen Cove Housing Authority (GC-HA) is a public housing authority organized pursuant to Section 444 of the New York Public Housing Law; and

WHEREAS, the GC-CDA has an ACC with HUD to administer the Section 8 Housing Choice Voucher (HCV) Program and the GC-HA does not have an ACC to administer a Section 8 HCV Program.

WHEREAS, the GC-HA has an ACC with HUD that provides for the ownership and operations of a Public Housing Program consisting of properties located at 1-48 Kennedy Heights, 140 Glen Cove Avenue, 1-8 Mason Drive and 6, 8, 10, 12 and 14 Butler Street, in the City of Glen Cove, NY with a total of 212 units.

WHEREAS, GC-HA has determined it is in the best interest of the Authority and its residents to convert its Public Housing Units portfolio to a Section 8 platform under the RAD Program that includes a component known as RAD/Section 18 Small PHA Blend for any PHA with 250 or fewer public housing units.

WHEREAS the RAD Program is funded based on the Public Housing funds allocated to the Public Housing properties and the Section 18 program is funded based on the Section 8 Fair Market Rents and the RAD/Section 18 Small PHA Blend provides for higher overall revenue to support the needed rehabilitation construction; and

WHEREAS, The GC-HA on July 28, 2022, executed the attached Intergovernmental Agreement;

NOW THEREFORE,

BE IT RESOLVED, the GC-CDA Board of Directors hereby authorizes the Chairperson and/or the Executive Director to countersign such Intergovernmental Agreement with the GC-HA in accordance with the terms and obligations specified in the attached agreement, and upon such execution, the said Agreement is hereby adopted and ratified

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call which resulted as follows:

	<u>VOTING</u>
Pamela D. Panzenbeck, Chairperson	AYE
Vincent C. Hartley, Vice Chair	AYE
GiGi Ferrante	AYE
Francine Koehler	Absent
Nelson Rivera	AYE
Suzanne White	Absent
Dr. Danielle Willis	AYE

The foregoing Resolution is thereupon declared duly adopted.

GC-CDA
ENTERED
8-23-22
CB


STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)

WE, the undersigned officers of the Glen Cove Community Development Agency (the "Agency"), do hereby certify that we have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on August 23, 2022 with the original thereof on file in our offices, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

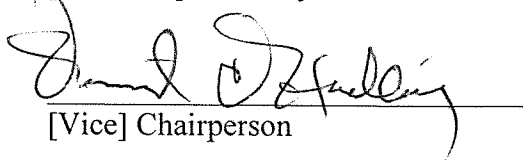
WE FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

WE FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, we have hereunto set our hand this 23rd day of August, 2022.



[Assistant] Secretary



[Vice] Chairperson

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the “Agreement”), entered into as of the Effective Date, by and between the Glen Cove Community Development Agency (the “CDA”), with offices at 9 Glen Street, Glen Cove, NY 11542 and the Glen Cove Housing Authority (GCHA), with offices at 140 Glen Cove Avenue, Glen Cove, NY 11542. CDA and the GCHA are each a “Party,” and may be collectively referred to as the “Parties.”

RECITALS

WHEREAS, the GCHA is a public housing authority organized pursuant to Section 444 of the New York Public Housing Law,

WHEREAS, the CDA is a municipal community development agency organized pursuant to Section 580-A of the New York General Municipal Law,

WHEREAS, the GCHA has an Annual Contributions Contract (“ACC”) with the U.S. Department of Housing and Urban Development (“HUD”) that provides for the ownership and operations of a Public Housing Program consisting of properties located at 1-48 Kennedy Heights, 140 Glen Cove Avenue, 1-8 Mason Drive and 6, 8, 10, 12 and 14 Butler Street, in the City of Glen Cove, County of Nassau, State of New York, with a total of 212 units;

WHEREAS, the CDA has an ACC with HUD to administer the Section 8 Housing Choice Voucher (“HCV”) Program and the GCHA does not have an ACC to administer a Section 8 HCV Program;

WHEREAS, the GCHA has determined it is in the best interest of the Authority and its residents to convert its Public Housing portfolio to a Section 8 platform under the Rental Assistance Demonstration (RAD) Program;

WHEREAS, the RAD Program includes a component known as a RAD/Section 18 Small PHA Blend for any PHA with 250 or fewer public housing units;

WHEREAS, the RAD Program is funded based on the Public Housing funds allocated to the Public Housing properties and the Section 18 program is funded based on the Section 8 Fair Market Rents and the RAD/Section 18 Small PHA Blend provides for higher overall revenue to support the needed rehabilitation and construction;

NOW THEREFORE, in consideration the mutual agreements and covenants hereinafter set forth, the parties hereby agree as follows:

1. CDA HCV Program Management. Subject to policies and procedures of CDA’s Administrative Plan including an applicable RAD chapter, CDA agrees to administer the Housing Choice Vouchers to be allocated under GCHA’s RAD conversion effective upon the date of issuance of the vouchers under CDA’s ACC which shall be the effective date of this Agreement., as set forth in Section 4 below. CDA shall perform all tasks necessary to administer the assigned vouchers in accordance with all federal regulations and requirements as set forth by HUD for the Section 8 HCV and RAD programs including but not limited to the following:

- a) Process and determine eligibility of applicants from GCHA's property specific waiting list for the RAD property, and maintain an eligibility pool to minimize vacancy claims.
- b) Conduct the Project Based Voucher briefings prior to move-in of each tenant.
- c) Conduct move-in inspections for each unit and annual inspections of Project Based Vouchers ("PBV") units to assure compliance with federal Housing Quality Standards ("HQS").
- d) Complete interim and annual recertifications, End of Participations, and other change of unit transactions, and transmit Form 50058s to the PIH Information Center ("PIC").
- e) Process monthly Housing Assistance Payments (HAP) to the owner of the property and Utility Housing Assistance Payments (UHAP) directly to the primary utility company.
- f) Process vacancy claims submitted by GCHA in accordance with the PBV regulations.
- g) Perform all other tasks necessary to administer the PBV's for the RAD property including all financial management and reporting including the Voucher Management System.

2. GCHA Obligations. The GCHA will serve as the Property Manager of the RAD PBV property and shall be responsible for all waiting lists activities including the following:

- a) Advertising and marketing the units in the PBV RAD property.
- b) Maintaining a property specific waiting list for the PBV RAD property as needed to assure that CDA has adequate applicants at all times to minimize vacancies in the property.
- c) Provide the ranked waiting list to CDA on a monthly basis as needed to minimize vacancies in the RAD PBV property.
- d) Provide CDA with all documentation necessary for the Section 8 Management Assessment Program (SEMAP) annual certification as it relates to waiting list management for the RAD PBV program. Such documents to include, but not be limited to, copies of monthly payroll records consisting of pay stubs and written certification as to the percentage of employee pay attributable to the Administrative functions set forth herein and records of payments for services or materials as applicable used in performance of the GCHA Administrative functions contemplated by this Agreement. Such documents to be supplied by GCHA within 30 days of the end of the month which the Records represent and may be provided via regular mail or e-mail to CDA. Additional documents to include all documents required by HUD regulations and CDA audit to be provided within a reasonable time after request.
- e) In the event GCHA fails to perform its obligations hereunder and provided the CDA gives GCHA written notice of its non-performance of said obligations, GCHA shall reimburse CDA all funds expended to address such delinquent obligation(s) with such reimbursement to be deducted from GCHA's compensation set forth in paragraph 3

below. Notwithstanding the foregoing, if after notice GCHA commences and diligently completes all action(s) necessary to fulfill said obligations, then reimbursement to CDA will not be required.

- f) GCHA must comply with all federal, state and local conflict of interest laws and provisions and all applicable federal procurement requirements in obtaining services and/or materials necessary for GCHA to perform the Administrative functions which are the subject of this Agreement.

3. Compensation. CDA will retain **Ninety Five Percent (95%)** of all administrative fees received from HUD for the administration of the RAD vouchers and the GCHA will receive **Five Percent (5%)**, for respective use of the Parties during the term of this Agreement.

The Parties agree that due to the uncertainty in determining the cost of GCHA fulfilling its obligations as set forth in Section 2 above, "GCHA Obligations," that this Section 3, "Compensation," shall be subject to review and re-adjustment to accurately reflect the relative percentages of the cost of the Administrative functions and liabilities undertaken by the parties. Said review and re-adjustment shall be strictly limited to the administrative fees ("Fees") to be paid to GCHA. At either party's request in writing, no later than sixty (60) days prior to each anniversary date of the Effective Date of his Agreement, as defined in paragraph 4, below, the Parties agree to reopen this Section 3 to meet and confer on the sole subject of the Fees to be paid to GCHA. In the event the Parties are unable to conclude such negotiations by the anniversary date of the Effective Date of this Agreement, as defined in paragraph 4, below, either party may, upon One Hundred and Twenty (120) days written notice, terminate this Agreement. Notwithstanding the foregoing, CDA's obligation to compensate GCHA during such One Hundred and Twenty (120) day period shall be suspended.

4. Term. "Effective Date" means the date the issuance of the PBVs under CDA's ACC with HUD. This Agreement shall continue for the maximum period permitted under the applicable programs unless terminated earlier by either party. Termination shall require approval from the Public and Indian Housing Division of the New York State office of HUD.

5. Termination For Cause. Either party may terminate the Agreement due to breach of the terms herein upon One Hundred and Twenty (120) days written notice of termination. Notwithstanding the foregoing, CDA's obligation to compensate GCHA during such One Hundred Twenty (120) day period shall be suspended.

6. Notices. All notices and statements to be made under this Agreement shall be given or made to the Parties and relevant third parties at their respective addresses set forth below (with a courtesy copy by e-mail), or such other address as a party may designate in writing.

Except as otherwise specified in this Agreement, all notices regarding the subject matter of this Agreement shall be in writing, effective upon receipt, and delivered (a) via e-mail; (b) in person; (c) by registered or certified mail, postage prepaid, return receipt requested; or (d) by Federal Express or other similar overnight delivery service.

For CDA: **Ann S. Fangmann, Executive Director**
Glen Cove Community Development Agency

9 Glen Cove Street
Glen Cove, NY 11542
afangmann@glencovecda.org.

For the GCHA: Eric Wingate, Executive Director
Glen Cove Housing Authority
140 Glen Cove Avenue
Glen Cove, NY 11542
Ericw@glencoveha.com

7. Insurance. Both parties shall provide and maintain at its expense, during the term of this Agreement, the following insurance coverage:

- a) Comprehensive general liability, in an amount not less than \$1,000,000 or the minimum required by law, whichever is greater, which includes completed operations and personal injury coverage with each party naming the other as an Additional Insured on their respective policies;
- b) If permitted by the applicable programs, upon receipt of adequate HAP payments to pay for the premium of the fidelity bond, a fidelity bond with a single incident coverage of not less than \$75,000 for the faithful performance of duties for any and all employees or agents who may handle or disburse monies pursuant to this Agreement;
- c) Any such other liability insurance as may reasonably be required.

8. Indemnity.

a) Each party shall be responsible for all damages to life and property due to its activities or those of its agents or employees, in connection with the services required under this Agreement.

b) The Parties hereby indemnify and hold harmless the other Party and their respective officers, agents and employees from and against all claims, suits, damages, losses, liabilities, and expenses, of every name and description, including reasonable attorneys' fees, arising out of or resulting in any manner from the other's performance, or that of any of its respective agents or employees, of this Agreement, except for claims, suits, judgments, expenses, actions, damages, and costs arising from acts that are solely attributable to a Party, its officers, agents, or employees.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties; it supersedes any prior agreement or understanding between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled.

10. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by both parties hereto.

11. Assignment. This Agreement may not be assigned by either Party, except GCHA shall have the right to assign this Agreement to a subsequent Lessee/Tenant or Owner of the RAD property.

12. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the GCHA and the CDA, and their respective successors and assigns, including without limitation any subsequent Lessee/Tenant of the RAD property.

13. Waiver. Waiver or any terms of conditions of this Agreement shall be effective if in writing and shall not be construed as a waiver of any subsequent breach or wavier of the same.

14. Governing Law. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of New York.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each of the Parties as of the day and year set forth below.

GLEN COVE COMMUNITY DEVELOPMENT AGENCY

BY: 
Ann S. Fangmann, Executive Director

DATE: 8/23/2022

GLEN COVE HOUSING AUTHORITY

BY: 
Eric Wingate, Executive Director

DATE: 7-28-2022

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

On the 28th day of July in the year 2022, before me, the undersigned, personally appeared ERIC WINGATE, the Executive Director of the Glen Cove Housing Authority, a New York municipal housing authority, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

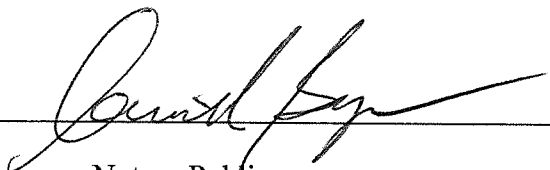
STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

VINCENT KEITH TARANTO
Notary Public, State of New York
No. 02TAG103904
Qualified in Nassau County
Commission Expires January 12, 2024

On the 23 day of Aug in the year 2022, before me, the undersigned, personally appeared ANN S. FANGMANN, Executive Director of the Glen Cove Community Development, a municipal urban renewal agency, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

CAMILLE BYRNE
Notary Public, State of New York
No. 01BY4729113
Qualified in Nassau County
Commission Expires January 31, 2023

Resolution #20)

**RESOLUTION OF THE GLEN COVE COMMUNITY DEVELOPMENT
AGENCY ADOPTING THE CDA BUDGET FOR THE FISCAL YEAR ENDING
DECEMBER 31, 2023 (SUMMARY ANNEXED HERETO)**

This resolution shall be deemed to take effect as of the date of its adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<u>VOTING</u>
Pamela D. Panzenbeck, Chairperson	AYE
Vincent C. Hartley, Vice Chair	AYE
GiGi Ferrante	AYE
Francine Koehler	Absent
Nelson Rivera	AYE
Suzanne White	Absent
Dr. Danielle Willis	AYE

The foregoing resolution was thereupon declared duly adopted.

GC-CDA
ENTERED
8-23-22
CB

SCHEDULE 1
 COMMUNITY DEVELOPMENT AGENCY
 SUMMARY BUDGET
 FOR THE YEAR ENDING 12/31/2023

	Not Sch	Projected 12/31/23	Adopted 12/31/22	Adopted 12/31/21	Actual 12/31/21
Source of Funds - Revenues		482,550	472,861	460,750	463,635
Expenditures					
Home & Community		86,569	72,013	91,622	103,242
Culture and recreation/Public Service		174,217	170,051	141,622	160,896
Salaries and benefits		207,469	214,808	192,465	231,748
Professional fees		8,000	8,000	10,300	7,900
Administrative expenses		5,187	5,187	5,187	2,206
Interest/debt expense		667	667	667	436
Total current expenditures		482,109	470,725	441,863	506,428
Excess (deficiency) of revenues over expenditures		441	2,136	18,888	(42,792)
Other sources and Uses					
Net change in fund balance		441	2,136	18,888	(42,792)
Fund balance - beginning January 1,		(334,236)	(336,372)	(355,260)	(202,431)
Fund balance - ending December 31,		(333,795)	(334,236)	(336,372)	(245,223)

~~7/28/2022~~ 8.23.22

Note: Figures reported do not include year end accrued/and or deferred entries for Revenue, OPEB and Pension.

SCHEDULE 1
COMMUNITY DEVELOPMENT AGENCY
DETAIL BUDGET
FOR THE YEAR ENDING 12/31/2023

	Notsch	12/31/23 Proposed	12/31/22 Adopted	12/31/21 Adopted	12/31/21 Actual
Source of Funds - Revenues					
CDBG Grant/BRLF grant	4	482,500	472,711	460,600	463,592
Program income-IDA					
Interest	3	50	150	150	43
Total Sources of Funds		482,550	472,861	460,750	463,635
Use of Funds - Expenses					
Salaries and Benefits					
Salaries	5	122,717	149,939	123,852	154,788
Fringe Benefits	#	84,752	64,869	68,613	76,980
Total Salaries and benefits		207,469	214,808	192,465	231,748
Professional Expenses					
Consulting Fees					
Audit services		8,000	8,000	7,800	7,900
Legal fees		-	-	2,500	-
Home & Community	#	86,569	72,013	91,622	103,242
Culture and recreation	#	174,217	170,051	141,622	160,896
Total Professional Expenditures		268,786	250,063	243,544	272,038
Other Use of Funds					
Computer repairs, backup and equip.		1,500	1,500	1,500	396
Advertising		200	200	200	325
Publications, dues, and conferences	#	675	675	675	482
Office expense/Intern		2,162	2,162	2,162	930
Copier expense		350	350	350	-
Postage/bank fees		50	50	50	74
Travel & Transport		250	250	250	-
Total Other Uses of Funds		5,187	5,187	5,187	2,206
Interest/debt Expense					
Debt service principle					
Retirement note-Interest		667	667	667	436
Total Interest/debt Expense		667	667	667	436
Total Expenditures		482,109	470,725	441,863	506,428
Transfers to/from CDA					
Total use of funds and transfers		482,109	470,725	441,863	506,428
Net operating surplus (deficit)		441	2,136	18,888	(42,792)
Source of surplus or (deficit) funding					
Transfer from/to City					
Total deficit funding sources					
Change in fund balance		441	2,136	18,888	(42,792)
GASB 68 adoption					
Net assets- beginning January 1		(334,236)	(336,372)	(355,260)	(202,431)
Net assets- ending December 31		(333,794)	(334,236)	(336,372)	(245,223)

Resolution #21

**RESOLUTION OF THE GLEN COVE COMMUNITY DEVELOPMENT
AGENCY ADOPTING THE SECTION 8 BUDGET FOR THE FISCAL YEAR
ENDING MARCH 31, 2023 (SUMMARY ANNEXED HERETO)**

This resolution shall be deemed to take effect as of the date of its adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<u>VOTING</u>
Pamela D. Panzenbeck, Chairperson	AYE
Vincent C. Hartley, Vice Chair	AYE
GiGi Ferrante	AYE
Francine Koehler	Absent
Nelson Rivera	AYE
Suzanne White	Absent
Dr. Danielle Willis	AYE

The foregoing resolution was thereupon declared duly adopted.

GC-CDA
ENTERED
8-23-22
CB

8-23-22

COMMUNITY DEVELOPMENT AGENCY
SUMMARY BUDGET SECTION 8 PROGRAM
FOR THE YEAR ENDING 3/31/2023

Source of Funds - Revenues	Note	Sch	Projected 3/31/2023	Adopted 3/31/2022	Actual 3/31/2022	Adopted 3/31/2021	Actual 3/31/2021
Section 8 -Administration	1	3	415,000	395,000	521,312	363,000	434,881
Interest	1	3	1,060	623	1,061	600	623
HAP Revenue	1	3	5,030,000	5,102,446	4,846,329	4,633,957	4,802,446
Total Sources of Funds			5,446,060	5,498,069	5,368,702	4,997,557	5,237,950
Use of Funds - Expenses							
Salaries and Benefits							
Salaries		5	163,741	187,931	154,768	161,549	152,675
Fringe Benefits *		6	168,315	134,209	178,501	118,175	220,709
Total Salaries and benefits	##		\$ 332,056	\$ 322,140	\$ 333,269	\$ 279,724	\$ 373,384
Professional Expenses							
Audit services	2		8,000	8,000	7,900	7,800	7,268
Happy Software support contract	2		19,121	18,000	18,211	7,000	18,177
HAP Expense	3		5,030,000	5,102,446	4,879,604	4,643,957	4,806,824
Section 8 Inspector /Legal	4		28,500	28,500	23,885	24,500	23,202
Total Professional Expenditures			5,085,621	5,156,946	4,929,600	4,683,257	4,855,471
Other Use of Funds							
Computer backup and support	5		2,197	1,500	697	1,500	6,654
Publications, dues, and conferences	6	7	480	480	530	480	524
Office expense	7		6,108	1,000	5,650	1,000	
Income verification/background checks	8		510	50	701	50	14
Copier	9		650	650	558	650	491
Postage	##		150	50	-	50	96
Training			3,000		1,017		
Bad debt expense/deprec			15,000	15,000	6,807	15,000	2,075
Total Other Uses of Funds			28,096	18,730	15,960	18,730	9,854
Total Expenditures			5,445,772	5,497,816	5,278,829	4,981,711	5,238,709
Transfers from/to CDA to/from Sec 8							
Total use of funds and transfers			5,445,772	5,497,816	5,278,829	4,981,711	5,238,709
Net operating deficit			288	253	89,873	15,846	(757)
Source of deficit funding							
Section 8 reserve-NRA							
Total surplus or (deficit) funding sources							
Changes in net assets			288	253	89,873	15,846	(757)
Net position-beginning			(233,459)	(323,332)	(323,332)	(322,575)	(322,575)
Net position-ending			\$ (233,171)	\$ (323,078)	\$ (233,459)	\$ (306,729)	\$ (323,332)

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