

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

ROY ROGERS	:	
	:	
Plaintiff,	:	
	:	
vs.	:	Civil Action No. 1:14-cv-01268-RMB-KMW
	:	
GLOUCESTER TOWNSHIP HOUSING	:	
AUTHORITY, TOWNSHIP OF	:	Jury Trial Demanded
GLOUCESTER, CINDY CARLAMERE	:	
STEVEN PICCOLO, STAN	:	
WASHINGTON, KELLY MATTHEWS,	:	
WILLIE FONTANEZ and STEVE ORNER	:	
	:	
Defendants,	:	
	:	

SECOND AMENDED COMPLAINT

Plaintiff, Roy Rogers (“Plaintiff” or “Rogers”), through his undersigned attorneys, Haines & Associates, files this Second Amended Complaint against the Township of Gloucester (“the Township”), Gloucester Township Housing Authority (“GTHA”), Gloucester Township (the “Township”), Cindy Carlamere, in her individual and official capacities; Steven Piccolo, in his individual and official capacities; Stan Washington, in his individual and official capacities; Kelly Matthews, in her individual and official capacities; Willie Fontanez, in his individual and official capacities; and Steve Orner, in his individual and official capacities (collectively, “Defendants”).

This is a civil action against the GTHA and individual defendants asserted under 42 U.S.C. § 1983 of the Fourteenth Amendment to the U.S. Constitution for deprivation of Plaintiff’s due process property interest in his job as well as state law claims for breach of contract; violation of New Jersey Statute Annotated 40A:12A-18 which provides for a minimum of 120 days’ notice to terminate an Executive Director of a Housing Authority; violation of the

Conscientious Employee Protection Act, N.J. S.A. § 34:19-1, and against the Township for Tortious Interference with a Contractual Relationship. In support thereof, Plaintiff alleges the following:

THE PARTIES

1. Plaintiff, Roy Rogers, resides at 95 Shelly Street, in the Township of Gloucester, Sicklerville Section, County of Camden and State of New Jersey.

2. At all times relevant prior to his termination, Rogers was the Executive Director of the Gloucester Township Housing Authority.

3. At all times relevant hereto, Defendant, Gloucester Township, was a municipal corporation organized and existing under the laws of the State of New Jersey, and located in the County of Camden in said state.

4. At all times relevant hereto, Defendant, Gloucester Township Housing Authority (“GTHA”), was a body corporate and politic created by the Township and located at 405 Woodbury Turnersville Road in Blackwood, New Jersey in the County of Camden.

5. Defendant, Cindy Carlamere, individually and in her official capacity, was at all relevant times hereto, a Commissioner and/or Chair of the GTHA, an Officer of Gloucester Township Senior Campus I, LP and wife of Township Attorney David Carlamere.

6. Defendant, Steven Piccolo, individually and in his official capacity, was at all relevant times hereto a Commissioner and/or Vice Chair of the GTHA, and an Officer of Gloucester Township Senior Campus I, LP.

7. Defendant, Stan Washington, individually and in his official capacity, was at all relevant times hereto a Commissioner of the GTHA, agent of the Township and an Officer of Gloucester Township Senior Campus I, LP.

8. Defendant, Kelly Matthews, individually and in her official capacity, was at all relevant times hereto a Commissioner of the GTHA, agent of the Township and an Officer of Gloucester Township Senior Campus I, LP.

9. Defendant, Willie Fontanez, individually and in his official capacity, was at all relevant times hereto a Commissioner of the GTHA, agent of the Township and an Officer of Gloucester Township Senior Campus I, LP.

10. Defendant, Steve Orner, individually and in his official capacity, was at all relevant times relevant hereto a Commissioner of the GTHA, agent of the Township and an Officer of Gloucester Township Senior Campus I, LP.

JURISDICTION AND VENUE

11. This court has original jurisdiction over Plaintiffs' federal claims pursuant to 28 U.S.C. §1331 and supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. §1367.

12. Venue is proper under 28 U.S.C. §1391(b) because the events giving rise to the claim occurred in Camden County, New Jersey.

STATEMENT OF FACTS

Background on the Gloucester Township Housing Authority

13. The mission of the GTHA is to provide affordable housing for low income families, the elderly and the disabled in Gloucester Township. The goal is to provide these populations with decent, safe, clean and affordable housing opportunities as these individual and families strive to achieve self-sufficiency and improve the quality of their lives.

14. To effectuate its goals, the GTHA maintains alliances with its clients, community agencies, the Department of Community Affairs, as well as contractors, developers and others who build and construct low income housing to meet the needs of the above noted population.

15. The GTHA operates under the supervision of a Board of Commissioners appointed by the Mayor of Gloucester Township, the Governor, and Council. One Commissioner is appointed by the Governor, one is appointed by the Mayor and five are appointed by the Township council.

16. The duties of the Executive Director of the GTHA were established by the Board of Commissioners of the GTHA, and included, but were not limited to, the development and administration of functions such as overseeing engineering operations, programs, planning, research, as well as fiscal, supervisory, and other administrative functions to effectuate the mission of the GTHA.

Plaintiff's Retention by GTHA and GTHA's Breach of the Employment Agreement

17. Beginning in 2003, Mr. Rogers held a part-time position with the GTHA helping to effectuate its goals. At the same time, Plaintiff Rogers also served as Executive Director of the Church Street Corporation, a non-profit housing organization. Previously, Mr. Rogers served as Executive Director of the Keansburg, NJ Housing Authority. As a result of these and other non-profit positions, Plaintiff gained substantial expertise in the development of housing for low income populations throughout the state.

18. On or about March 17, 2010, Plaintiff entered into a five-year Employment Agreement with the GTHA (the "Employment Agreement"). A copy of this Employment Agreement is attached as Exhibit A.

19. Pursuant to the Employment Agreement, the GTHA employed Mr. Rogers as a full-time Executive Director of the GTHA and Secretary - Treasurer of the GTHA. Ex. A, ¶ 1.

20. Plaintiff accepted the terms and conditions as set forth in the Employment Agreement, which was drafted in accordance with New Jersey Public Law 1992, Chapter 79, and the By-Laws of the GTHA. Ex. A, ¶ 1.

21. The Employment Agreement required Plaintiff to establish residency in the Township of Gloucester no later than March 17, 2011. Ex. A, ¶ 1.

22. On or about that date, and in reliance of the terms and conditions set forth in the Employment Agreement, Mr. Rogers sold the house he and his family resided in at 740 Gail Chambers Road in Jackson, New Jersey and moved to 95 Shelly Street, Sicklerville, New Jersey at great cost to him and his family.

23. The Employment Agreement was for a specific term of 5 years with one year automatic renewals unless appropriate notice was given. More specifically it provided, “for a five (5) year period, commencing March 17, 2010 and continuing through March 16, 2015. This Agreement shall automatically renew for additional one (1) year periods unless either party provides notice to the other of its intention to terminate the Agreement at least one hundred and twenty (120) days prior to the termination date.” Ex. A, ¶ 7.

24. The Employment Agreement provided a salary as follows: “the salary the Authority shall pay the Executive Director will be \$107,688.00 annually.” In addition thereto, the Employment Agreement provided that the Authority would pay Mr. Rogers a car allowance of \$600.00 per month payable on January 1 and July 1 of each year. Ex. A, ¶ 6(a).

25. The car allowance was in lieu of a justifiably higher salary because the GTHA stated a concern that Mr. Rogers’ “salary” should not exceed that of other Gloucester Township department heads.

26. The Employment Agreement further provided that “The Executive Director[’]s salary, as annually adjusted, shall not be less than his prior year’s salary.” Ex. A, ¶ 7.

27. The Employment Agreement further provided that the Executive Director would be entitled to the same health, vacation leave, and sick leave as other Housing Authority employees. Ex. A, ¶ 6(a).

28. The Employment Agreement limited termination of the Executor Director by the Authority to “for cause” scenarios and set forth specific examples of what the GTHA would deem as “cause” for his termination as follows:

- Failure to perform the duties as set forth in this Agreement or any required by the Authority which failure is not cured within five (5) days next following the date of written notice from the Authority specifying this failure;
- In the event the Executive Director is convicted of petty disorderly persons offense or disorderly persons offense (sic) or formally charged with a criminal offense;
- In the event the Executive Director shall be permanently disabled as a result of which he shall be unable to perform his duties in the professional opinion of the Authority. Permanent disability shall mean Executive Director’s inability, for reasons of health or physical or mental impairment, to perform his duties under this Agreement to the fullest extent thereof which he had performed previously, for thirty (30) days (which may, but need not be consecutive) within any period of sixty (60) consecutive days;
- In the event of Executive Director’s breach of any provision of this Agreement;
- Failure to attend and complete any programs and/or courses required by law for the Executive Director;
- Failure to abide by professional standards of technical competence, applicable ethical standards absenteeism, insubordination, dishonesty, or

any other act or omission, either personal or professional, which in the discretion of the authority is sufficient to warrant termination; and

- Failure of the Executive Director to timely attend and successfully complete any and all program and/or courses required by law or regulation for the Executive Director to obtain and/or maintain the qualifications required to serve as Executive Director.

Ex. A. ¶ 8.

29. The Employment Agreement further provided: “If it is **proven that funds are not available**, it is understood and agreed by and between the parties that the compensation outlined above shall be re-negotiated.” Ex. A at ¶ 6(a)(emphasis added).

30. In or about April 2012, the GTHA, in an attempt to force a re-negotiation under paragraph 6(a) of the Employment Agreement, contended that it was not financially viable and could no longer afford to pay Plaintiff in accordance with the Employment Agreement entered into on March 10, 2010.

31. Despite the fact that the GTHA never “proved” that funds were not available, as required under paragraph 6(a) of the Employment Agreement, plaintiff negotiated in good faith in an attempt to reach a resolution.

32. The aforementioned negotiations occurred from April 2012 until November 2012.

33. On November 2, 2012, the GTHA, without the consent of Plaintiff, eliminated plaintiff’s car allowance, thus breaching the Employment Agreement.

34. At no time during the negotiations did the GTHA charge Plaintiff with failing to perform his duties in accordance with the Employment Agreement.

35. Not until the GTHA realized that Plaintiff was not going to accept the terms proposed by the GTHA did the GTHA, through its Board of Commissioners, the individual

defendants here, manufacture charges against the Plaintiff which were untrue and without any factual support.

36. At no time during his employment pursuant to the Employment Agreement did the GTHA provide Plaintiff with written notice that he had 5 days to cure any alleged deficiencies.

37. On or about January 30, 2014, the GTHA, through its Board of Commissioners placed Plaintiff on administrative leave and told him he was not permitted to communicate with GTHA personnel.

38. On or about February 7, 2014, while on administrative leave, the GTHA issued plaintiff a COBRA notice advising him that his health insurance had been terminated. No qualifying event, such as a termination, had occurred to justify such a letter.

39. On or about February 27, 2013, the Board of the GTHA held a special meeting during which they decided to terminate plaintiff.

40. Plaintiff was not given notice of the aforementioned meeting, nor an opportunity to be heard prior to his termination.

41. Rather, Plaintiff later received a letter dated February 28, 2013 advising him that he was terminated *as of* February 27, 2013, and has not been offered either his statutory or his contractual damages.

42. For reasons stated in the subsequent section, Plaintiff believes that he was terminated due to his objections to and non-compliance with the perceived unlawful and unethical conduct of the GTHA and Township.

43. No post-termination hearing was offered to Plaintiff in the eleven months following his termination.

44. Throughout the term of the Employment Agreement for which Plaintiff served the GTHA, Plaintiff complied with the terms of his Employment Agreement and engaged in no activity that constituted “cause” for his termination.

45. The GTHA breached the Employment Agreement.

46. Plaintiff’s termination without notice and a hearing before an impartial tribunal and without a post termination-hearing that provided Plaintiff the opportunity to address the alleged reasons for the termination also violates his constitutionally protected due process right to his property interest in his job.

Rogers was terminated for his objection to unethical GTHA policies and actions

47. Throughout his tenure as Executive Director of GTHA, Rogers objected to and refused to participate in policies and practices which violated law, rules, regulations and/or public policy.

48. In or around April, 2012 during a meeting it was suggested by Township mayor David Mayer that the GTHA Lopa Kolluri for a development project, despite the fact that she did not bid on the contract and would collect a large fee.

49. Mayer became visibly angry and frustrated with Rogers for his objection.

50. Furthermore, throughout his tenure as GTHA executive director, Rogers refused to request campaign donations at fundraisers from private contractors for GTHA commissioners and Township officials and candidates.

51. As a result of Rogers’ objections and non-compliance with perceived improprieties by the GTHA and Township, the Township began to appoint commissioners that were opposed to Rogers’ continued tenure. These new commissioners include Steven Piccolo, Stan Washington, Kelly Matthews and Steve Orner.

52. As Executive Director of the Housing Authority, Rogers created the Gloucester Senior Housing Campus, L.P. (hereinafter the "Company"). The purpose of the Company was to develop affordable housing for the elderly of Gloucester Township. Rogers successfully obtained First Sterling as an investor for the project. First Sterling served as the special limited partner of the Company and the Manager of the investment partner.

53. At all times herein, Plaintiff reported to First Sterling in accordance with his fiduciary obligations and abided by the terms of the Company's agreement with First Sterling.

54. In December of 2012, First Sterling contacted Plaintiff and expressed concern that the GTHA Board intended to replace Theresa Colaizzo, the designated third-party Property Accountant, with Gloucester Township's in-house staff.

55. Rogers, consistent with his fiduciary responsibilities, openly opposed this change at a Regular Meeting of the GTHA, but was overruled.

56. On another occasion, GTHA commissioner Cindy Carlamere and Township attorney David Carlamere, who are married, transferred land from the GTHA to the Township without Rogers' consent and without obtaining a third-party appraisal of the land beforehand.

57. Rogers verbally objected to this transfer as unethical and procedurally improper.

58. David Carlamere acted irritated with Rogers for his objection.

59. On December 14, 2012 Plaintiff also wrote a letter to First Sterling expressing concern that with the Township conducting accounting for its municipal agency, autonomy would be lost. (A copy of Rogers' December 14, 2012 correspondence to First Sterling is attached as Exhibit B).

60. In his December 14, 2012 letter, Plaintiff also mentioned a potential conflict of interest because Township attorney David Carlamere was married to GTHA chair and commissioner Cindy Carlamere.

61. Within several weeks of writing this letter, the GTHA placed Plaintiff on administrative leave after which they terminated him.

62. Upon information and belief, the GTHA terminated Plaintiff because he opposed the GTHA's aforementioned conduct which he reasonably believed was in violation laws, rules, regulations and/or public policy.

COUNT I

**42 U.S.C. § 1983: VIOLATION OF PROCEDURAL DUE PROCESS
(Gloucester Township Housing Authority, Cindy Carlamere, Steven Piccolo, Stan Washington, Kelly Matthews, Willie Fontanez and Steve Orner)**

63. Plaintiff incorporates the forgoing paragraphs as though fully set forth at length herein.

64. Defendant GTHA and the individual defendants acted under color of state law with respect to all acts referenced herein.

65. Rogers had a Fourteenth Amendment property interest in his job as the Executive Director of GTHA.

66. As an employee who contractually could be terminated only "for cause," Mr. Rogers is entitled to due process, which includes notice and an opportunity to be heard as guaranteed by the Fourteenth Amendments to the United States Constitution.

67. Plaintiff received neither notice, nor an opportunity to be heard before being terminated.

68. 42 U.S.C. § 1983 also requires an employee to be given a thorough and impartial post-termination hearing, in which he can address the alleged reasons for the termination at a meaningful time after the termination.

69. Defendants failed to offer Plaintiff the meaningful opportunity to address the evidence used to justify his termination, as required by 42 U.S.C. § 1983.

70. Defendants are liable for this violation of Mr. Rogers' Fourteenth Amendment rights pursuant to 42 U.S.C. § 1983 and for all resulting harm.

WHEREFORE, Plaintiff demands judgment against the Gloucester Township Housing Authority and individual defendants, jointly and severally, in an amount in excess of \$75,000, including compensatory and punitive damages together with lawful interests, costs, attorneys' fees, damages pursuant to 42 U.S.C. § 1988, and any other relief the Court deems just and appropriate.

COUNT II
BREACH OF CONTRACT
(against the Gloucester Township Housing Authority)

71. Plaintiff incorporates the foregoing paragraphs as if fully set forth at length herein.

72. Defendant Gloucester Township Housing Authority entered into an express written contract, the Employment Agreement, with Plaintiff for a minimum of 5 years.

73. Plaintiff relied to his detriment upon the express terms of the Employment Agreement and at considerable cost and aggravation, moved his family from Jackson, New Jersey to Sicklerville, New Jersey as required by the Employment Agreement.

74. Plaintiff complied with the terms of the Employment Agreement.

75. Defendant GTHA breached the Employment Agreement as set forth above.

76. Defendant GTHA's breach caused Plaintiff to incur damages in the form of significant lost wages, lost benefits, and other consequential damages.

WHEREFORE, the Plaintiff, Roy Rogers, demands judgment against the Gloucester Township Housing Authority and individual defendants, and award him damages including damages and any other relief the Court deems just and appropriate.

COUNT III

VIOLATION OF NEW JERSEY STATUTE, 40a:12a-18

(Gloucester Township Housing Authority, Cindy Carlamere, Steven Piccolo, Stan Washington, Kelly Matthews, Willie Fontanez and Steve Orner)

77. Plaintiff incorporates the foregoing paragraphs as if fully set forth at length herein.

78. As per the Employment Agreement, Plaintiff was employed pursuant to N.J.S.A. § 40a:12a-18, which provides for a minimum of 120 days' notice before the Executive Director of a Housing Authority may be terminated.

79. The GTHA terminated plaintiff without notice, in violation of N.J.S.A 40a:12a-18.

80. The GTHA's termination of plaintiff without notice caused plaintiff to incur damages in the form of lost wages and lost benefits to which he is statutorily entitled.

WHEREFORE, the Plaintiff, Roy Rogers, demands judgment against the Gloucester Township Housing Authority and individual defendants, and award him damages including damages and any other relief the Court deems just and appropriate.

COUNT IV

CONSCIENTIOUS EMPLOYEE PROTECTION ACT

(Gloucester Township Housing Authority, Cindy Carlamere, Steven Piccolo, Stan Washington, Kelly Matthews, Willie Fontanez and Steve Orner)

81. Plaintiff incorporates the foregoing paragraphs as if fully set forth at length herein.

82. As set forth above, while employed by the GTHA, plaintiff objected to and refused to engage in various policies and practices which he reasonably believed were in violation of laws, rules, regulations and/or public policy, and therefore in violation of the New Jersey Conscientious Employee Protection Act, N.J.S.A. § 34:19-1 *et seq.*

83. Upon information and belief, in response to the aforementioned objections and refusals, GTHA discharged plaintiff Rogers from his employment.

84. Specifically, Rogers believes that the reason for his termination include but are not limited to the following acts and omissions:

- a. Rogers' objection to the improper transfer of the property from the GTHA to the Township by Cindy and David Carlamere, without an appraisal or Rogers' consent;
- b. Rogers' refusal to solicit campaign donations to Township and GTHA candidates from private contractors;
- c. Rogers' verbal objection to Mayor David Mayer's request that the GTHA hire non-bidding contractor Lopa Kolluri for a development; and
- d. Rogers' December 2012 letter to Sterling First, in which he objected to the Township doing the accounting for the GTHA as well as the conflict-of-interest in business transactions between the GTHA and Township, due to the marital relationship between David and Cindy Carlamere.

85. Specifically, the aforementioned December 2012 letter to Sterling and Rogers' objections to Mayer were protected disclosures of actions that Rogers reasonably believed were fraudulent and/or in violation of the law, and were therefore covered by § 34:19-3(a) of CEPA.

86. Rogers refusal to solicit campaign donations from contractors was a refusal to participate in activities, policies or practices which he reasonably believed were in violation of the law or fraudulent, and therefore covered by § 34:19-3(c) of CEPA.

87. As a result of Plaintiff's unlawful discharge, he has suffered damages, including but not limited to financial loss, emotional distress, embarrassment, anguish, and humiliation.

WHEREFORE, the Plaintiff, Roy Rogers, demands judgment against the Gloucester Township Housing Authority for compensatory and punitive damages, counsel fees and costs of suit as well as any other relief as this Court deems just and reasonable.

COUNT V
TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP
(against Gloucester Township)

88. Plaintiff incorporates the foregoing paragraphs as if fully set forth at length herein.

89. At all relevant times prior to his termination, Plaintiff had an operative contractual relationship with Defendant, GTHA.

90. Defendant Township intentionally interfered with Plaintiff's contract with GTHA by urging and influencing the GTHA commissioners to terminate Plaintiff's contract.

91. The Township did so with malice and intent to deny Plaintiff of a contractual right.

92. As a result of Rogers' objections to perceived ethical improprieties, the Township appointed GTHA board members who were opposed to Rogers' continued tenure, including Steven Piccolo, Stan Washington, Kelly Matthews and Steve Orner.

93. The township also influenced the GTHA board to terminate Rogers in retaliation for Rogers' objections to and refusal to participate in perceived unethical and/or unlawful conduct.

94. Specifically, upon information and belief, Township attorney David Carlamere wrongfully influenced the GTHA Board to terminate Plaintiff due to his letter to Sterling in which Rogers complained about the conflict of interest between David and Cindy Carlamere representing different municipal bodies, about the Township's ability to serve as an accountant

for the GTHA, rather than an independent organization, and about the procedurally improper and unethical transfer of land from the GTHA to the Township.

95. Additionally, upon information and belief, Township mayor David Mayer wrongfully influenced the GTHA Board to terminate Rogers as a result of Rogers' complaints regarding the Township and GTHA's ethics, including but not limited to, Rogers' complaint to Mayer about Mayer's suggestion that the GTHA retain Consultant Lopa Kolluri, to build a development, when Kolluri did not place a bid on the contract.

96. Finally, upon information and belief, individuals with great clout employed by the Township, including but not limited to David Carlamere and David Mayer influenced the GTHA board to terminate Rogers due to Rogers' refusal to solicit campaign donations from contractors to Township officials and GTHA board members

97. As a direct and proximate result of the Township's tortious interference with Rogers' contractual relationship with the GTHA, Rogers suffered damages including but not limited to lost wages and lost benefits.

WHEREFORE, the Plaintiff, Roy Rogers, demands judgment against the Gloucester Township for compensatory damages as well as any other relief as this Court deems just and reasonable.

JURY DEMAND

Plaintiff hereby demands trial by jury as to all issues.

DESIGNATION OF TRIAL COUNSEL

Jacob U. Ginsburg is hereby designated as plaintiff's trial counsel.

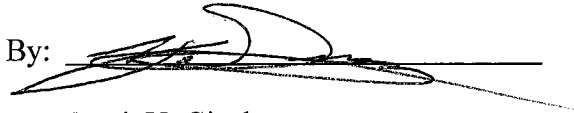
CERTIFICATION

I hereby certify that the matter in controversy herein is not the subject of any other action pending in any court or of a pending arbitration proceeding and no such action or arbitration is

contemplated to the best of my knowledge and belief, all parties required to be joined have been named as defendants.

HAINES & ASSOCIATES

By:



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Dated: June 19, 2014

EXHIBIT B



GLOUCESTER SENIOR HOUSING CAMPUS, LP

405 Woodbury Turnersville Road

Suite 1, Blackwood, NJ 08012

Phone (856) 227-5077 Fax (856) 227-2993

December 14, 2012

Ms. Suzanne Hausdorff
First Sterling Financial Inc.
Portfolio Manager
111 Great Neck Road, Suite 500
Great Neck, NY 11021

Dear Suzanne,

As a follow up to our conversation this morning regarding the status of the replacement of the Property Accountant, Theresa Colaizzo, with Gloucester Township Municipality staff in a Shared Services Contract, I have listed below the pertinent facts regarding the change as you have requested.

At the Regular Meeting of the Gloucester Township Housing Authority (GTHA) held last Wednesday, the consideration of Theresa Colaizzo's Request for Proposal for the professional accounting services contract for next year was tabled. During my Executive Director's Report, your email dated Monday, December 10, 2012 stating your opinion of the change was read into the record. Additionally, an email sent from Greg Hall, CPA of SEK & Company, LLC, complimenting Theresa's work as "first-rate" was also read by me. It is my understanding that the Chief Financial Officer of Gloucester Township Municipality, a CPA, would be the person handling the accounting services. My very strong reservations and objections to the proposed change were rejected by the Board of Commissioners.

The LP agreement defines under Article 1, the position of Accountant. Under Defined Terms, of "Accountant" it states that "SEK & Co., LLC, or such other firm of, or individual, independent CPAs as may be engaged by the Partnership, with the Consent of the Investment Partner to prepare:

1. the Partnership income tax returns
2. audited financial statements, and
3. render other accounting services as required.

I can confirm that at the meeting, the attorney, Amy Shotmeyer, submitted two separate resolutions, one for GTHA and another for the LP, requesting that she be able to prepare a resolution to hire Gloucester Township Municipality in a shared services contract to complete the accounting function, to be submitted for review and signature by the Board of Commissioners.

I have a fiduciary responsibility to inform First Sterling of the following:

1. In answer to your question as to whether there are any other conflict of interest issues, such as familial relationships, please be advised that the Chair of the GTHA and the Vice-Chair of the LP is Cindy Carlamere. Her husband, David Carlamere is the Director of the Department of Law for Gloucester Township Municipality.
2. Unbeknownst to me until this week, I discovered that the Gloucester Township Municipality was audited by HUD for the manner in which stimulus funds were expended in 2009. Senior Campus I received \$50,000 of these funds for Senior Campus I construction from the Gloucester Township Municipality.

In March, 2012 there was an admission in writing that HUD findings were not in dispute and a commitment to corrective action was made. The Mayor of the Gloucester Township Municipality was copied on the report. David Carlamere, Gloucester Township Municipality attorney should have been aware of this situation. The report should have been communicated directly to the Chair of GTHA, Cindy Carlamere and me, the Executive Director at which time I would notify First Sterling. Even though Senior Campus I was referenced several times in the report, I only became aware of the report's existence this past week.

I am concerned that the autonomy that is a requirement for sound and transparent government will be lost. Financial oversight of two (2) government entities by the same individual is questionable and threatens exposure to the negative consequence of not meeting all the IRS and/or tax credit regulations.

Kindly forward this letter to your legal counsel, so that I may have direction as to how you wish me to proceed. I appreciate your attention to this matter.

Sincerely,

Roy Rogers
Executive Director
Gloucester Senior Campus, LP