

RESOLUTION #23-59

**RESOLUTION FOR
OPEN PUBLIC MEETINGS
AND NEWSPAPER DESIGNATIONS**

BE IT RESOLVED by the Housing Authority of Gloucester County that in conformance with the Open Public Meetings Act of 1975, this Authority designates the following (2) two newspapers of general circulation in the County of Gloucester as the (2) two newspapers for notification purposes of regular and special meetings of the Housing Authority of Gloucester County:

1. The South Jersey Times, 161 Bridgeton Pike, Mullica Hill, NJ
2. The Courier Post, 301 Cuthbert Boulevard, Cherry Hill, NJ 08002.

A copy of this Resolution shall be published as required by law within ten days of its passage.

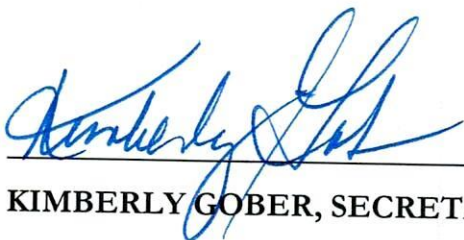
ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

RESOLUTION #23-60

**RESOLUTION DESIGNATING THE
ANNUAL SCHEDULE OF MEETINGS**

WHEREAS, it is the intention of the Housing Authority of Gloucester County to comply with the Open Public Meetings Act of 1975; and

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that the attached schedule is declared to be the *annual* schedule of regular meetings of the Housing Authority of Gloucester County for the year commencing July 26th, 2023. Said schedule is declared in compliance with N.J.S.A. 10:4-18 and shall be posted and distributed in accordance with the requirements of N.J.S.A. 10:4-18.

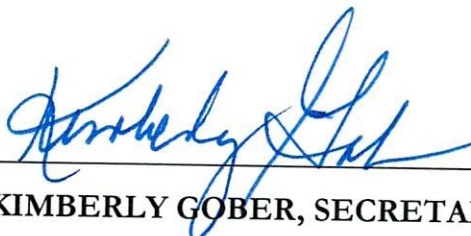
ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

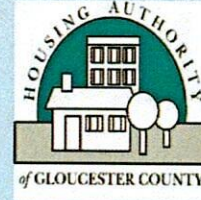


KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

ANNUAL SCHEDULE OF MEETINGS 2023-2024



Wednesday	ANNUAL July 26, 2023 1075 Riverwinds Dr, West Deptford, NJ 08086	12:00 pm
Wednesday	August 23, 2023	4:30 P.M.
Wednesday	September 27, 2023	4:30 P.M.
Wednesday	October 25, 2023	4:30 P.M.
Wednesday	November 15, 2023	4:30 P.M.
Wednesday	December 13, 2023	4:30 P.M.
Wednesday	January 17, 2024	4:30 P.M.
Wednesday	February 28, 2024	4:30 P.M.
Wednesday	March 27, 2024	4:30 P.M.
Wednesday	April 24, 2024	4:30 P.M.
Wednesday	May 22, 2024	4:30 P.M.
Wednesday	June 26, 2024	4:30 P.M.
Wednesday	ANNUAL July 24, 2024 1075 Riverwinds Dr, West Deptford, NJ 08086	12:00 pm

All meetings will be held in the Joseph Reed Boardroom at the Nancy J. Elkins Building, located at 100 Pop Moylan Blvd., Deptford, NJ 08096, except when noted.

Attendees may participate in person or via phone.

Phone Access: PHONE **856-930-7416** - MEETING ID **202 249 937#**

RESOLUTION #23-61

RESOLUTION NAMING OFFICIAL DEPOSITORY

FULTON BANK

WHEREAS, it is necessary for the proper conduct of business that an official depository for the Housing Authority of Gloucester County be designated and named; and

WHEREAS, Fulton Bank, located at 100 Park Ave, Woodbury, New Jersey, 08096 is an approved banking corporation;

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that the Fulton Bank, 100 Park Ave, Woodbury, New Jersey, 08096, be and the same is hereby designated as an official depository of the Housing Authority of Gloucester County and that sums so deposited may be withdrawn upon a check, draft, or order of the Housing Authority of Gloucester County for the treasurer's account, to include capital account, trust account and other accounts;

BE IT FURTHER RESOLVED that a certified copy of this Resolution be duly delivered to the proper officers of the Fulton Bank, as evidence of the Bank's authority to act in accordance herewith.


ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

RESOLUTION #23-62

RESOLUTION NAMING OFFICIAL DEPOSITORY

INVESTORS BANK

WHEREAS, it is necessary for the proper conduct of business that an official depository for the Housing Authority of Gloucester County be designated and named; and

WHEREAS, Investor's Bank, located at 600 Delsea Drive, Glassboro, New Jersey, 08028 is an approved banking corporation;

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that Investor's Bank is hereby designated as an official depository of the Housing Authority of Gloucester County and that sums so deposited may be withdrawn upon a check, draft, or order of the Housing Authority of Gloucester County for the treasurer's account, to include capital account, trust account and other accounts;

BE IT FURTHER RESOLVED that a certified copy of this Resolution be duly delivered to the proper officers of the Investor's Bank, as evidence of the Bank's authority to act in accordance herewith.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: _____

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

_____
KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

RESOLUTION #23-63

RESOLUTION NAMING OFFICIAL DEPOSITORY

PARKE BANK

WHEREAS, it is necessary for the proper conduct of business that an official depository for the Housing Authority of Gloucester County be designated and named; and

WHEREAS, Parke Bank, located at 601 Delsea Drive, Sewell, New Jersey, is an approved banking corporation;

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that Parke Bank is hereby designated as an official depository of the Housing Authority of Gloucester County and that sums so deposited may be withdrawn upon a check, draft, or order of the Housing Authority of Gloucester County for the treasurer's account, to include capital account, trust account and other accounts;

BE IT FURTHER RESOLVED that a certified copy of this Resolution be duly delivered to the proper officers of the Parke Bank, as evidence of the Bank's authority to act in accordance herewith.

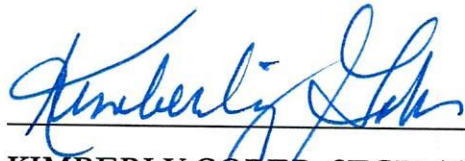
ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

RESOLUTION #23-64

RESOLUTION NAMING OFFICIAL DEPOSITORY

FIRST HARVEST CREDIT UNION

WHEREAS, it is necessary for the proper conduct of business that an official depository for the Housing Authority of Gloucester County be designated and named; and

WHEREAS, First Harvest Credit Union, located at located at 1617 Hurffville Road, Deptford, New Jersey, is an approved banking corporation;

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that First Harvest Credit Union is hereby designated as an official depository of the Housing Authority of Gloucester County and that sums so deposited may be withdrawn upon a check, draft, or order of the Housing Authority of Gloucester County for the treasurer's account, to include capital account, trust account and other accounts;

BE IT FURTHER RESOLVED that a certified copy of this Resolution be duly delivered to the proper officers of the First Harvest Credit Union, as evidence of the Credit Union's authority to act in accordance herewith.


ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: _____

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

RESOLUTION #23-65

RESOLUTION NAMING OFFICIAL DEPOSITORY

WSFS BANK

WHEREAS, it is necessary for the proper conduct of business that an official depository for the Housing Authority of Gloucester County be designated and named; and

WHEREAS, WSFS Bank, located at 818 Haddonfield Road, Cherry Hill, New Jersey, is an approved banking corporation;

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that WSFS Bank is hereby designated as an official depository of the Housing Authority of Gloucester County and that sums so deposited may be withdrawn upon a check, draft, or order of the Housing Authority of Gloucester County for the treasurer's account, to include capital account, trust account and other accounts;

BE IT FURTHER RESOLVED that a certified copy of this Resolution be duly delivered to the proper officers of the WSFS Bank as evidence of the bank's authority to act in accordance herewith.


ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

RESOLUTION #23-66

RESOLUTION TO AUTHORIZE

ELECTRONIC FUNDS TRANSFERS (EFT)

WHEREAS, in accordance with the New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Notice 2018-13, it is necessary to document authorization to engage in Electronic Funds Transfers (EFT).

WHEREAS, in conjunction with the adoption of the Check Signing Authorization Policy HAGC is required to designate the individuals who are authorized to initiate and authorize electronic funds transfers.

1. With respect to the use of EFT for the payment of Housing Assistance Payments pursuant to Housing Assistant Payments Contracts, the Section 8 Supervisor shall be the initiator and the Finance Director shall be the authorizer. For any transfers initiated by the Finance Director, the Executive Director shall authorize the transfer. In the event that the Executive Director is unavailable the transfer shall be authorized by the Deputy Executive Director.
2. With respect to the use of EFT for vendors, the Accounts Payable Technician shall be the initiator and the Executive Director shall be the authorizer. The authorization is evidenced by signature on the payment voucher and on the Direct Deposit Bank Report.


ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

RESOLUTION #23-67

**RESOLUTION APPROVING ANNUAL REVIEW OF POLICY WITH
RESPECT TO THE FILING OF NOTICES OF TORT CLAIMS IN
ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY TORT
CLAIMS ACT, N.J.S.A. 59:8-6.**

WHEREAS, the New Jersey Tort Claims Act, N.J.S.A. 59:8-6, provides that a public entity may adopt a form to be completed by claimants seeking to file a Notice of Tort Claim against the public entity; and

WHEREAS, the Housing Authority of Gloucester County (HAGC) is a public entity covered by the provisions of the New Jersey Tort Claims Act; and

WHEREAS, the HAGC via RES#19-121 adopted a policy governing the filing of notices of tort claims in accordance with the provisions of the New Jersey tort claims act, N.J.S.A. 59:8-6; and

WHEREAS, the HAGC deems it advisable and necessary to review said Policy and the Notice of Tort Claim form annually to ensure continued compliance.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of Gloucester County, that the attached Policy and Notice of Tort Claim Form be and hereby is adopted as the official Notice of Tort Claim Policy and form for the Authority; and,

BE IT FURTHER RESOLVED that all persons making claims against the Authority, pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:8-1, et. seq. be required to comply with this policy, complete the form herein adopted as a condition of compliance with the notice requirement of the New Jersey Tort Claims Act.

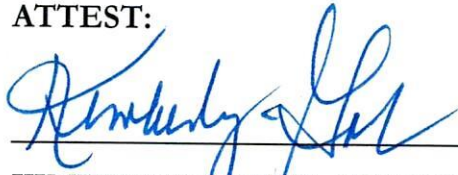
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THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:  _____

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

NOTICE OF TORTS CLAIMS POLICY AND FORM

Adopted: 12/2019, Rev. 7/2021, 7/2022, 7/2023

If you wish to make a claim against the Housing Authority of Gloucester County, please read the following information:

GENERAL INSTRUCTIONS: Pursuant to the provisions of Title 59, the New Jersey Tort Claims Act, this Notice of Tort Claim Policy and Form have been adopted as the official policy and form for the filing of claims against the Housing Authority of Gloucester County.

The questions are to be answered to the extent of all information available to the Claimant or to his or her attorneys, agents, servants, and employees, under oath. The fully completed Claim Form and the documents requested shall be returned to the:

Executive Director
The Housing Authority of Gloucester County
100 Pop Moylan Blvd.
Deptford, NJ 08096

NOTE CAREFULLY: Your claim shall not be considered filed as required under the New Jersey Tort Claims Act until this completed form has been filed with the Housing Authority of Gloucester County. Failure to provide the information requested, including such responses as "To Be Provided" or "Under Investigation" shall result in the claim being treated as not being properly filed.

Timely Notices of Claim must be filed within ninety (90) days after the incident giving rise to the claim or you forfeit your right to do so. Upon proper application, the New Jersey Superior Court may, under exceptional and rare circumstances, allow, a Notice of Claim to be filed no later than one year after the date of the incident giving rise to the claim. It is your burden to file this Notice and ensure that it is received prior to the deadline.

This form is designed as a general form for use with respect to all claims. Some of the questions may not be applicable to your particular claim. For example, if your claim does not arise out of an automobile accident, questions regarding road conditions might not be applicable. In that event, please indicate "Not Applicable."

If you are unable to answer any questions because of a lack of information available to you, specify the reason the information is not available to you. If a question asks that you identify a document, it will be sufficient to furnish true and legible copies. Where a question asks that you "identify all

persons,” provide the name, address, and telephone number of the person. . If you claim any form of privilege, whether based on statute or otherwise, as a ground for not answering a question or any part thereof, set forth in complete detail each and every fact upon which the privilege is based, including sufficient facts for the court to make a full determination whether the claim of privilege is valid.

If you need more space to provide a full answer, attach supplementary pages, identifying the continuation of the answer with the number of the applicable question. The questions and document requests shall be deemed continuing, so as to require supplemental answers from time to time up to the date of a trial, in the event that the claim results in litigation.

DEFINITIONS:

“Claimant” shall refer to the person or persons on whose behalf the Notice of Claim has been filed with the Housing Authority of Gloucester County.

“Documents” shall refer to any written, recorded, photographic, or electronic representation, and any copy thereof, including, but not limited to, computer tapes and/or disks, videotapes and other material relating to the subject matter of the claim.

“Person” shall include a partnership, joint venture, corporation, association, trust or any other kind of entity, as well as a natural person.

“Public Entity” shall refer to the Housing Authority of Gloucester County, along with any agent, official, or employee of the Housing Authority of Gloucester County, against whom a claim is asserted by the Claimant.

NOTE: The questions are divided into sections relating to the claimant, the claim, property damage, personal injury, and the basis for the claim against the public entity or public employee.

If the claims involve only property damage, the portion on personal injuries need not be answered. If the claim does not involve property damage, then the portion on property damage need not be answered.

The Housing Authority of Gloucester County



Claimant information:

Full Name (First, Middle, Last):

Address:

Mailing Address (if other):

Telephone Number:

Date of Birth:

Social Security Number:

Attorney Information (if applicable)

Full Name:

Address:

Telephone number:

Fax Number:

Send Notice to: ____ Claimant ____ Attorney

INFORMATION ON THE CLAIMANT

1. Provide the following information with respect to the Claimant:
 - ☐ Any other name by which the Claimant is known.
 - ☐ Address at the time of the incident giving rise to the claim.
 - ☐ Marital Status (at the time of the incident and current).
 - ☐ Identify each person residing with the Claimant and the relationship, if any, of the person to the Claimant.
2. Provide all addresses of the Claimant for the last 10 years, the dates of the residence, the persons residing at the addresses at the same time as the Claimant resided at the address and the relation, of any of the persons to the Claimant.

INFORMATION ON ALL CLAIMS

3. Provide the exact date, time, and place of the incident forming the basis of the claim and the weather conditions prevailing at the time.
4. Provide the Claimant's complete version of the events that form the basis of the claim.
5. List any and all persons who were witnesses to or who have knowledge of the facts of the incident which forms the basis of the claim. Provide the full name and address of each person.

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6. State the names of all police officials and police departments who investigated the incident, which forms the basis of the claim.
 7. Identify all public entities or public employees (by name and position) alleged to have caused the injury or property damage and specify as to each public entity or employee the exact nature of the act or omission alleged to have caused the injury or property damage.
 8. If you claim that the injury or property damage was caused by a dangerous condition of property under the control of the public entity, specify the nature of the alleged dangerous condition, and the manner in which you claim the condition caused the injury.
 9. If you allege a dangerous condition of public property, state the specific basis on which you claim that the public entity was responsible for the condition and the specific basis and date on which you claim that the public entity was given notice of the alleged dangerous condition. **Statements such as "should have known" and "common knowledge" are insufficient.**
 10. If you or any other party or witness consume any alcoholic beverages, drugs, or medications within twelve (12) hours before the incident forming the basis of the Claim, identify the person consuming the same and for each person (a) what was consumed, (b) the quantity thereof, (c) where consumed, (d) the names and addresses of all persons present.
 11. If you have received any money or thing of value for your injuries or damages from any person, firm, or corporation, state the amounts received, the dates, names and addresses of the payers. Specifically list any policies of insurance, including policy number and claim number, from which benefits have been paid to you or to any person of your behalf, including doctors, hospitals or any person repairing damage to property.
 12. If any photographs, sketches, charts, or maps were made with respect to anything which is the subject matter of the claim, state the date thereof, the names and addresses of the persons making the maps and of the persons who have present possession thereof. Attach copies of any photographs, sketches, charts or maps.

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13. If you or any of the parties to this action or any of the witnesses made any statements or admissions, set forth what was said; by whom said; the date and place where said; and in whose presence, giving names and addresses of any persons having knowledge thereof.
 14. State the total amount of your claim and the basis on which you calculated the amount claimed.
 15. Provide copies of all documents, memoranda, correspondence, reports (including police reports), etc. which discuss, mention, or pertain to the subject matter of this claim.
 16. Provide the names and addresses of all persons or entities against whom claims have been made for injuries or damages arising out of the incident forming the basis of this claim and give the basis for the claim against each. Are any of the losses or expenses claimed herein covered by any policy of insurance? () No () Yes For each policy, state the name and address of the insurance company, policy number and benefits paid or payable.
 17. Provide copies of all documents, memoranda, correspondence, reports (including police reports), etc. which discuss, mention or pertain to the subject matter of this claim.

PROPERTY DAMAGE CLAIM

Note: If your claim is for property damage only, initial here and proceed directly to the certification section on the next to last page of this form.

☐ **Initials:** _____

18. If your claim is for property damage, attach a description of the property and an estimate of the cost of repair. If your claim does not involve any claim for property damage, enter "None."
 - a) Describe the property damage.
 - b) The present location and the time when the property may be inspected.
 - c) Date property acquired.
 - d) Cost of property.
 - e) Value of property at time of accident.

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- f) Description of damage.
 - g) Has the damage been repaired? () No () Yes. If so, by whom, when and cost of repairs.
 - h) Attach each estimate of repair costs to this form.
 - i) Set forth, in detail, the loss claimed by you for property damage.
19. Set forth, in detail, all other items of loss or damage claimed by you and the method by which you made the calculation.
20. The amount of the total claim.

PERSONAL INJURY CLAIMS

21. Was any complaint made to the public entity or to any official or employee of the public entity. State the time and place of the complaint and the person or persons to whom the complaint was made.
22. Describe in detail the nature, extent, and duration of any and all injuries.
23. Describe in detail any injury or condition claimed to be permanent.
24. If confined to any hospital, state name and address of each and the dates of admissions and discharge. Include all hospital admissions prior to and subsequent to the alleged injury and give the reason for each admission.
25. If x-rays were taken, state (a) the address of the place where each was taken, (b) the name and address of the person who took them, (c) the date when each was taken, (d) what each disclosed, (e) where and in whose possession they now are. Include all x-rays, whether prior to or subsequent to the alleged injury forming the basis of the claim.

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26. If treated by doctors, including any psychiatrist or psychologist, state (a) the name and present address of each doctor, (b) the dates and places of any treatments and the schedule of continuing treatments, if any. Provide true copies of all written reports rendered to you or about you by any doctor whom you propose to have testify on your behalf.
 27. If you have any physical impairment which you allege is caused by the injury forming the basis of your claim and which is affecting your ordinary movement, hearing or sight, state in detail, the nature and extent of the impairment and what corrective appliances, support or device you use to overcome or alleviate the impairment.
 28. If you claim that a previous injury has been aggravated or exacerbated, describe the injury and give the name and present address of each doctor who treated you for the condition, the period during which treatment was received and the cause of the previous injury. Specifically list any impairment, including use of eyeglasses, hearing aid or similar device, which existed at the time of the injury forming the basis of the claim.
 29. If any treatments, operations, or other form of surgery in the future has been recommended to alleviate any injury or condition resulting from the incident which forms the basis of the claim, state in detail (a) the nature and extent of the treatment, operation, or surgery, (b) the purpose thereof and the results anticipated or expected, (c) the name and address of the doctor who recommended the treatments, operations or surgery, (d) the name and address of the doctor who will administer or perform the same, (e) the estimated medical expenses to be incurred, (f) the estimated length of time of treatments, operation or surgery, period of hospitalization and period of convalescence, (g) all other losses or expenditure anticipated as a result of the treatment, operations or surgery, (h) further if it is your intention to undergo the treatments, operation or surgery, please give an approximate date.
 30. Itemize any and all expenses incurred for hospitals, doctors, nurses, x-rays, medicines, care and appliances and indicate which expenses were paid by any insurance coverage.
 31. If employed at the time of the alleged injury forming the basis of the claim state (a) the name and address of the employer, (b) position held and the nature of the work performed, (c) average weekly wages for the year prior to the injury, (d) period of time lost from employment, giving dates, (e) amount of wages lost, if any. List any sources of income continuation or replacement, including, but not limited to, workers' compensation, disability income, social security and income continuation insurance.
 32. If other loss of income, profit or earnings is claimed, state (a) total amount of the loss, (b) give a complete detailed computation of the loss, (c) the nature and dates of the loss.
 33. If you are claiming lost wages state (a) the date that the employment began, (b) the name and address of the employer, (c) the position held and the nature of the work performed, (d) the average weekly wages. Attach copies of pay stubs or other complete payroll records for all wages received during the year.
 34. Have you received, or agreed to receive, any money from anyone for the damages claimed herein? ☐ No ☐ Yes. If so, set forth the details of such agreement.

35. Please specify, if known, whether the claim arises out of any of the following:

Any construction activity _____

Any Demolition project _____

Any road project _____

Other _____

DOCUMENT REQUEST: Provide all documents identified in your answers to the above questions, including the following:

1. Copies of itemized bills for each medical expense and other losses and expenses claimed.
2. Full copies of all appraisals and estimates of property damage claimed by you.
3. Copies of all written reports of all expert witnesses and treating physicians.
4. A letter from your employer verifying your lost wages. If self-employed, a statement showing the calculation of your claimed lost income.

CERTIFICATION: I hereby certify that the information provided is the truth and is the full and complete response to the questions, to the best of my knowledge. The attached statements, bills, reports and documents are the only ones known to me to be in existence at this time. I am aware that if any statement made herein is willfully false or fraudulent, I am subject to punishment provided by the law.

Signature of Claimant: _____

Signature of Claimant Representative: _____

AUTHORIZATION FOR RELEASE OF MEDICAL AND HOSPITAL RECORDS

Date: _____

Claimant _____

To Whom It May Concern:

I hereby authorize any and all doctors, hospitals or other medical service facilities or its representatives, to release any and all records, reports and other information concerning the treatment of the claimant named herein to the attorney for the Housing Authority of Gloucester County or to an authorized representative for the Housing Authority of Gloucester County.

I, (_____) hereby authorize the use and disclosure of my individually identifiable health information and other medical and insurance records. I understand that once disclosed, the information I authorize to be disclosed by said person/facility may be disclosed to others and will no longer be protected by state and federal regulations. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. 1320d and 45 C.F.R. 160-164.

Signature of Claimant _____ Date: _____

(This form must be signed by claimant or the parents of the claimant who is a minor.)

All information, records, x-rays, reports or copies thereof relating to my examination, consultation, confinement or treatment shall be subject to inspection and copying.

Approximate date of admission to hospital, first examination, treatment or consultation:

A photocopy of this release form, bearing a photocopy of my signature shall constitute your authorization for the release of the information in accordance with the request made to you.

Signature: _____

Date: _____

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

Date: _____

Claimant _____

To Whom It May Concern:

You are hereby authorized and requested to disclose, make available and furnish to the attorney for the Housing Authority of Gloucester County or to an authorized representative for the Housing Authority of Gloucester County, all information, records, x-rays, reports or copies thereof relating to my examination, consultation, confinement or treatment, and permit him or her to inspect and make copies or abstracts thereof. A photocopy of this release form, bearing a photocopy of my signature, shall constitute your authorization for the release of the information in accordance with the request made to you. _____

Signature: _____

Date: _____

RESOLUTION #23-68

**RESOLUTION APPROVING ANNUAL REVIEW OF POLICY WITH
RESPECT TO THE INDEMNIFICATION OF COMMISSIONERS AND
EMPLOYEES CONSISTENT WITH N.J.S.A. 59: 10-4**

WHEREAS, N.J.S.A. 59:10-4 empowers the Board of Commissioners of the Housing Authority of Gloucester County (HAGC) to indemnify its employees; and

WHEREAS, it is deemed to be in the best interest of the Authority to indemnify the Commissioners and employees while acting within the scope of their duties.

WHEREAS, the HAGC via RES#19-122 adopted a Policy authorizing the indemnification of commissioners and employees consistent with N.J.S.A. 59: 10-4; and

WHEREAS, the HAGC deems it advisable and necessary to review said Policy annually.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County:

1. It is deemed in the best interest of the Authority to indemnify the Commissioners and employees while acting within the scope of their duties.
2. For the purpose of this Resolution, unless the context clearly indicates a different meaning, the following words and phrases shall have the meaning set forth:
 - INSURANCE – Coverage afforded by insurance policies of every kind whether the premiums be paid by the Authority, the employee or someone on his/ her behalf.
 - COMMISSIONER/ EMPLOYEE – Any employee or Commissioner, appointed to or hired by the Authority whether, full or part-time.
3. The Authority shall reimburse an employee for all reasonable expenses incurred, specifically court costs and all monetary judgments imposed upon him/ her in any action or legal proceeding of a noncriminal nature arising out of or incidental to the performance of the duties of the position or the office held by such employee. The Authority shall indemnify an employee for exemplary or punitive damages resulting from the employee's civil violation of state and/ or federal law if the acts committed by the employee upon which the damages are based did not constitute actual fraud, actual malice, willful misconduct or an intentional wrong.
4. The Authority shall not be obligated to provide reimbursement in the following instances:
 - Where the legal proceeding involved a claim or misfeasance or malfeasance in office or a claim of fraud, theft or misappropriation of public funds and the Commissioner/ employee is found liable for the charge.

- Where the legal proceeding is instigated or brought by the Housing Authority of Gloucester County against the Commissioner/ employee.
5. The amount the Authority is obligated to reimburse the Commissioner/ employee shall be reduced by an insurance coverage payable to the Commissioner/ employee by the net amount (recovery cost) of any money received by the Commissioner/ employee in any counteraction against the person or persons bringing the action against him/ her.
 6. A Commissioner/ employee shall not be entitled to indemnification or reimbursement pursuant to this chapter unless, within ten (10) calendar days of the time he/she is served with any summons, complaint, process, notice, demand or pleading, he/ she delivers the original or a copy thereof to the Executive Director. The Commissioner/ employee shall be obligated to cooperate with the Authority in the conduct of his/ her defense. Whenever competent and disinterested legal counsel is available to the Authority through any insurance coverage, the Commissioner/ employee shall be obligated to be represented by such counsel. If the Authority wishes to use the General Counsel of the Authority to defend the action, the Commissioner/ employee shall be obligated to be represented by that attorney unless there is a conflict of interest. The refusal of the Commissioner/ employee to cooperate with the Authority shall terminate the Authority's obligation to reimburse the Commissioner/ employee.
 7. If the legal proceeding is terminated by an agreement among the parties, then the Housing Authority shall not be obligated to reimburse the Commissioner/ employee unless the Authority approves the settlement agreement.
 8. The Authority may reimburse a Commissioner/ employee for a portion of an expense incurred prior to a final decision in a legal proceeding, but the Authority shall be entitled to wait for a final determination before being obligated to make any final payments.
 9. That this Resolution shall take effect immediately and shall supersede all previous resolutions.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

RESOLUTION #23-69

**RESOLUTION AUTHORIZING APPROVING ANNUAL REVIEW OF
POLICY WITH RESPECT TO WITH RESPECT TO REIMBURSEMENT OF
AUTHORITY COMMISSIONER/EMPLOYEES FOR COST OF
DEFENDING AGAINST CRIMINAL CHARGES**

WHEREAS, the HAGC via RES#19-123 adopted a Policy with respect to the reimbursement of Authority Commissioner/Employee for the costs of defending against civil criminal charges.

WHEREAS, the HAGC deems it advisable and necessary to review said Policy annually.

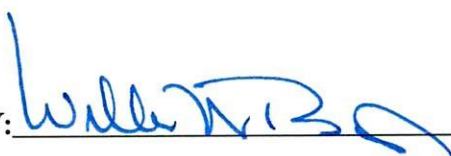
NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of Gloucester County, that Housing Authority of Gloucester County shall reimburse any Commissioner/Employee for the actual reasonable legal costs of successfully defending against criminal charges where such charges result from the performance of the Commissioner's/Employee's duties and the Commissioner/ Employee is deemed to have acted in good faith

BE IT FURTHER RESOLVED that Housing Authority of Gloucester County shall reimburse any Commissioner/ employee for the actual reasonable legal costs of successfully defending against civil suits where such suit results from the performance of the Commissioner's/ Employee's duties and the Commissioner/ Employee is deemed to have acted in good faith.

BE IT FURTHER RESOLVED that Housing Authority of Gloucester County shall pay for all legal expenses as incurred in the event the General Counsel advises the Authority that the Commissioner/ Employee in all likelihood will be found to have acted in good faith.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

RESOLUTION #23-70

**RESOLUTION APPROVING ANNUAL REVIEW OF
CODE OF CONDUCT POLICY**

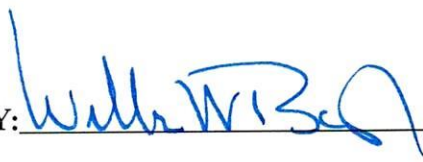
WHEREAS, the Code of Conduct Policy, contained within the Personnel and Travel Policy, outlines HAGC's Ethical and Business practices standards expected from each and every employee of the Authority; and;

WHEREAS, the HAGC deems it advisable and necessary to review said Policy annually.

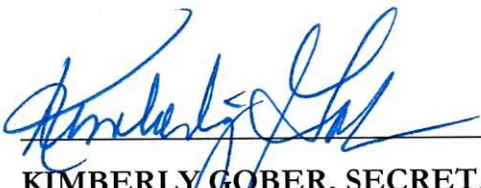
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Code of Conduct Policy attached hereto be and is hereby approved.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY
DATE: JULY 26, 2023

Code of Conduct-Personnel and Travel Policy

1 Ethical and Legal Business Practices

1.1 HAGC Ethical Standard

Employees shall conduct business according to the highest ethical standards of public service. Employees shall devote their best efforts to the interests of HAGC. Employees shall be guided by basic honesty and good judgment and be sensitive to others' perceptions and interpretations. All duties shall be performed in a conscientious, honest, and legally compliant manner and not for one's own personal or private gain or advantage.

HAGC recognizes the right of employees to engage in outside activities that are private in nature and unrelated to HAGC business. However, business dealings that create, or appear to create, a conflict between the employee and HAGC's interests are unlawful and prohibited.

1.2 Conflicts of Interest Policy

Employees must avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of HAGC. Employees must avoid any situation in which their loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist. Business dealings that appear to create a conflict between the employee and the HAGC's interests are unlawful under the New Jersey Local Government Ethics Acts. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain or advantage for the employee or an immediate relative, including a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household.

No HAGC employee shall participate in the selection, award or administration of a contract supported by federal funds if a conflict of interest, financial or otherwise, real or apparent would be involved.

No HAGC employee shall engage in selling or attempting to sell supplies, services or construction to HAGC for one year following the date such employment ceased.

Additional examples of potential conflict situations include, but are not limited to:

- Having a financial interest in any business transaction with the Housing Authority of Gloucester County
- Owning or having a significant financial interest in, or other relationship with, a Housing Authority of Gloucester County competitor, customer or supplier, and
- Accepting gifts, entertainment or other benefit of more than a nominal value from a Housing Authority of Gloucester County competitor, customer or supplier.

Anyone with a conflict of interest must disclose it to the Human Resources Director and/or Executive Director and remove themselves from negotiations, decisions, deliberations, or votes involving the conflict. There will be no retaliation against any party who makes a good faith complaint concerning violations of this Code of Conduct regardless of whether it is ultimately determined that such violation has in fact occurred. There will be no retaliation against any party who provides information in the course of an investigation into alleged violations of this Code of Conduct.

Any employee, officer or agent of HAGC determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination.

Code of Conduct-Personnel and Travel Policy

Employees are permitted to hold outside employment as long as it does not interfere with their responsibility to HAGC or create a conflict of interest. Employees are prohibited from engaging in outside employment activities while on the job or using Authority time, supplies or equipment in the outside employment activities. The Executive Director may request employees to restrict outside employment if the quality of HAGC work diminishes. Any employee who holds an interest in, or is employed by, any business doing business with the Authority must submit a written notice of these outside interests to the Executive Director.

1.3 Gifts Policy

Employees, shall neither, directly or indirectly, solicit, accept, or agree to accept gratuities, favors, or anything of monetary value from contractors, suppliers, government officials, program landlords, applicants, tenants/participants, or other organizations. Employees shall not accept any gift, favor, service, employment or offer of employment or anything of value which the employee knows or has reason to believe is offered to the employee with the intent to influence the employee in the performance of duties and responsibilities.

Exceptions may be made for gifts that are customary and lawful, are of nominal value and are authorized in advance. Employees may accept meals and refreshments if they are infrequent, are of nominal value and are in connection with business discussions.

If an employee receives a gift or other benefit of more than nominal value, the employee shall report it promptly to the Human Resources Director. The gift shall be returned or donated to a suitable charity as determined by the Human Resources Director

1.4 Confidentiality Policy

HAGC clients are protected by the Federal Privacy Act and as such client records are considered confidential unless specifically allowed to become part of Public Records as defined by Federal, State or local government regulations and/or law. HAGC employees must comply with all requirements of HAGC's Data Security Policy which specifies that no HAGC employee may disclose information to the public without appropriate signed authorization from the resident or client. Information that pertains to HAGC's business, including all nonpublic information concerning HAGC is strictly confidential and shall not be given to people who are not authorized to receive such information.

Employees shall protect confidential information -- which may include, for example, client/participant lists and financial information -- by taking the following precautionary measures:

- Discuss work matters only with other HAGC employees who have a specific business reason to know or have access to such information.
- Do not discuss work matters in public places.
- Monitor and supervise visitors to HAGC to ensure that they do not have access to confidential information.
- Destroy hard copies of documents containing confidential information that are not filed or archived.
- Secure confidential information in desk drawers and cabinets at the end of every business day.

HAGC collects personal information about employees that relates to their employment. Only people with a business-related need to know are given access to this information, and the Executive Director or the Chair of the Board of Commissioners shall authorize any release of such information to others. Personal information, other than that required to verify employment or to satisfy legitimate investigatory or legal requirements, shall only be released to others upon employee approval or in response to a legal subpoena.

Code of Conduct-Personnel and Travel Policy

If an employee gains access to any confidential information, including private employee information, such employee shall be responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information shall not be tolerated.

1.5 Accounting and Financial Reports

HAGC's financial statements and all books and records on which they are based must accurately reflect the HAGC's transactions. All disbursements and receipts shall be properly authorized and recorded.

Employees shall record and report financial information accurately. Reimbursable business expenses shall be reasonable, accurately reported and supported by receipts.

Employees responsible for handling or disbursing funds shall ensure that all transactions are executed as authorized and recorded to permit financial statements in accordance with Generally Accepted Accounting Principles (GAAP).

1.6 Political Activity Policy

The Hatch Act, 5 U.S.C 1501-1508 restricts the political activity of persons principally employed by a state or local agency who work in connection with programs financed in whole or in part by loans or grants made by the United States or a Federal Agency. A state or local employee covered by the Hatch Act may not run for partisan office. However, employees may join political organizations, so long as they maintain a clear separation between their official responsibilities and their political affiliations. Employees are prohibited from engaging in political activities while performing their public duties and from using HAGC time, supplies or equipment in any political activity. Any violation of this policy shall be reported to the employee's supervisor, Human Resource Director, or Executive Director and/or his/her designee.

1.7 Employee Records

An employee's personnel file consists of the employee's employment application, withholding forms, reference checks, emergency information and any performance appraisals, or other appropriate employment-related documents.

It is the employee's responsibility to notify Payroll or the Human Resource Director of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries, or person to notify in case of an emergency.

Personnel files are confidential records that shall be secured in a locked cabinet and shall only be available to authorized managerial and supervisory personnel on a need-to-know basis. Records relating to any medical condition shall be maintained in a separate file. Electronic personnel and medical records shall be protected from unauthorized access.

Upon request, employees may review their own personnel files at a mutually agreeable time on HAGC's premises in the presence of the Human Resource Director or a designated supervisor. The employee shall be entitled to review any records used to determine his or her qualification for employment, promotion or wage increases and any records used for disciplinary purposes. Employees shall not remove any documents from their personnel file. Employees are permitted to have a copy of any document contained in their personnel file. Employees may add to their personnel file a rebuttal to any disputed statement or document contained in their personnel file.

Code of Conduct-Personnel and Travel Policy

Personnel files do not contain confidential employee medical information. Any such information that HAGC may obtain shall be maintained in a separate file and treated, at all times, as confidential. Any such medical information may be disclosed under very limited circumstances in accordance with any applicable legal requirements.

HAGC strives to maintain the privacy of personnel records. There are limited circumstances in which HAGC will release information contained in personnel or medical records to persons outside HAGC. These circumstances include:

- In response to a valid subpoena, court order or order of an authorized administrative agency;
- To an authorized governmental agency as part of an investigation of HAGC's compliance with applicable law;
- To HAGC's agents and attorneys, when necessary;
- In a lawsuit, administrative proceeding, grievance, or arbitration in which the employee and HAGC are parties;
- In a workers' compensation proceeding;
- To administer benefit plans;
- To an authorized health care provider;
- To first aid or safety personnel, when necessary; and
- To a potential future employer or other authorized person requesting a verification of employment.

1.8 Nepotism Policy

The employment of more than one member of the same family shall be avoided insofar as possible. No person should be hired as a regular or temporary employee if that appointment would violate any provision of this nepotism policy, or unless the appointment is otherwise permitted by the New Jersey Department of Personnel Rules and Regulations. No member of the immediate family of a Commissioner shall be hired or be in a position of supervision over another member of the same family.

For purposes of this policy, the term "immediate family" shall mean a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household.

This nepotism policy shall not deprive any employee of any promotional right in normal career development, nor change the existing status of an employee.

RESOLUTION #23-71

**RESOLUTION AUTHORIZING CONTRACTS WITH
APPROVED NATIONAL CONTRACT VENDORS
FOR CONTRACTING UNITS PURSUANT TO N.J.S.A. 52:34-6.2(b)(3)**

WHEREAS, the Housing Authority of Gloucester County pursuant to NJSA52:34-6.2(b)(3) desires to comply with N.J.S.A. 40A:5-16(3) may, by resolution and without advertising for bids, join national cooperative purchasing agreements; and

WHEREAS, the Authority has the need on a timely basis to purchase goods or services utilizing national cooperative contracts; and

WHEREAS, the Authority intends to enter into such contracts with Referenced National Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current national contracts and New Jersey law.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners authorize the Purchasing Agent to purchase certain goods or services from those approved on the national cooperative lists pursuant to all conditions of the individual contracts; and

BE IT FURTHER RESOLVED that the governing body of the Housing Authority of Gloucester County, pursuant to N.J.A.C.5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Executive Director.

BE IT FURTHER RESOLVED that the duration of the contracts between the Housing Authority of Gloucester County and the Referenced State Contract Vendors shall be from June 1, 2023 through July 31, 2024.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

RESOLUTION #23-72

**RESOLUTION AUTHORIZING CONTRACTS WITH APPROVED STATE
CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO**

N.J.S.A. 40a:11-12a

WHEREAS, the Housing Authority of Gloucester County (HAGC), pursuant to NJSA40A:11-12a and NJAC 5:34-7.29(c) may by resolution and without advertising for bids, purchase any goods or services under the State of NJ Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, HAGC has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, HAGC intends to enter into such contract with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State contract Vendors on the attached list, pursuant to all conditions of the individual contracts and;

BE IT FURTHER RESOLVED that the governing body of the Housing Authority of Gloucester County, pursuant to N.J.A.C.5:30-5.5(b), after inquiring about the availability of funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Executive Director.

BE IT FURTHER RESOLVED that the duration of the contracts between the Housing Authority of Gloucester County and the Referenced State Contract Vendors shall be from June 1, 2023 to July 31, 2024.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

RESOLUTION #23-73

RESOLUTION AUTHORIZING AND APPROVING

A CHANGE TO THE BY-LAWS OF

SENIORS HOUSING DEVELOPMENT CORPORATION OF

GLOUCESTER COUNTY

WHEREAS, the Seniors Housing Development Corporation of Gloucester County (SHDCGC) is an instrumentality of the Housing Authority of Gloucester County (HAGC); and

WHEREAS, SHDCGC wishes to amend its's By-Laws to include a specific dissolution clause, as required by the New Jersey Department of the Treasury for all entities exempt from State sales tax; and

WHEREAS, attached hereto as Exhibit A and incorporated herein by reference are SHDCGC's Amended By-Laws; and

WHEREAS, any amendment to SHDCGC's By-Laws requires the approval of the Board of Commissioners of the HAGC in accordance with SHDCGC's By-Laws; and

WHEREAS, the Board of Commissioners of HAGC desires to approve SHDCGC's Amended By-Laws.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of Gloucester County does hereby approve SHDCGC's Amended By-Laws for the purpose set forth herein.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

BY-LAWS OF
SENIORS HOUSING DEVELOPMENT
CORPORATION OF GLOUCESTER COUNTY
(A NOT-FOR-PROFIT CORPORATION)

ARTICLE I – THE CORPORATION

Section 1. Name and Nature of Corporation. The name of the Corporation shall be “Seniors Housing Development Corporation of Gloucester County hereinafter referred to as “Seniors”. Seniors is a not-for-profit corporation and is an instrumentality of the Housing Authority of Gloucester County, hereinafter referred to as, “HAGC.” The HAGC is a public housing authority created by the County of Gloucester and formed pursuant to the applicable laws, rules, and regulations of the State of New Jersey and of the United States of America. Seniors is governed by a Board of Trustees.

Section 2. Seal of Authority. The seal of Seniors shall be in the form of a circle and shall bear the name of Seniors and the year of its organization.

Section 3. Location of Office. The office of Seniors shall be located at 100 Pop Moylan Boulevard and Cooper Street, in the Township of Deptford, County of Gloucester, and State of New Jersey, or such other places as Seniors Board of Trustees may designate.

ARTICLE II –PURPOSE OF THE CORPORATION

Seniors’ purpose shall be as described in its Articles of Incorporation.

ARTICLE III – RESTRICTIONS ON SENIORS

Section 1. Activities. The project programs and projected expenditures of Seniors, and

- a) any amendments thereto or revisions thereof, as well as each project undertaken, financed or assisted by Seniors, shall be subjected to approval by the HAGC.
- b) No substantial part of the activities of Seniors is carrying on (political) propaganda, or otherwise attempting to influence legislation. Additionally, Seniors does not participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

Section 2. Debt Obligations. Any debt obligations issued by Seniors shall be subject to approval by the HAGC not more than sixty (60) days prior to the date of issue, and amendments prior to the date of issue shall also be subject to approval by the HAGC.

Section 3. By-Laws Amendments. No amendments of these By-Laws or of the Certificate of Incorporation of Seniors shall be effective unless approved by the HAGC. These By-Laws may be amended consistent with the provisions of Article XI of these By-Laws.

ARTICLE IV – MEMBERS

Section 1. Members. Seniors shall have no members.

ARTICLE V – BOARD OF TRUSTEES

Section 1. Board of Trustees. Seniors shall be managed by a Board of Trustees. Hereafter, all references in these By-Laws to the Board of Trustees shall be referenced to the Board of Trustees of Seniors. Each Trustee shall be at least eighteen (18) years of age. The Board of Trustees shall consist of at least three (3), but no more than nine (9) persons, at least one of whom shall be a resident of the State of New Jersey. Commissioners and/or employees of the HAGC may be Trustees but shall not be sufficient in number to constitute a majority of the Board of Trustees.

Section 2. Initial Trustees. The first Board of Trustees shall consist of those persons named as the initial Trustees in the Certificate of Incorporation of Seniors, and they shall hold office until the first Annual Meeting of the Trustees, or until their successors have been duly elected and qualified.

Section 3. Term of Office. Other than the initial Trustees, who shall serve as indicated above, each Trustee shall serve a term of one year and until their successor is elected and qualified. Trustees may serve consecutive terms.

Section 4. Vacancies. Upon the expiration of the term of office of the Trustee, or in the event that a vacancy on the Board of Trustees shall occur by removal, resignation, death or otherwise, the HAGC shall appoint a Trustee to fill the vacancy. A Trustee appointed to fill a vacancy caused by a reason other than the expiration of a Trustee's term shall be appointed to hold office for the unexpired term of his or her predecessor.

Section 5. Removal. The HAGC may remove any Trustee for cause.

“Cause for termination” shall be defined as failure to regularly attend meetings of the Board; failure to diligently perform duties as a member of the Board of Trustees; or conduct or misconduct detrimental to Seniors as that conduct or misconduct may be determined in the reasonable discretion of the HAGC Board of Commissioners.

Section 6. Resignation. A Trustee may resign at any time by giving written notice to the Board of Commissioners of the HAGC or to the HAGC Executive Director. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Commissioner or by the HAGC Executive director. Acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VI – OFFICERS

Section 1. Officers. The officers of Seniors shall be Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer.

Section 2. Chairperson. The Chairperson shall preside over all meetings of Seniors. Except as otherwise authorized by resolution of Seniors, the Chairperson shall sign all contracts. Deeds and other instruments made by Seniors. At each meeting, the Chairperson shall submit such recommendations and information as the Chairperson may consider proper concerning the business, affairs, and policies of Seniors. To the extent that the exercise of such powers is consistent with the statutory, regulatory, and incorporating provisions creating and governing Seniors, the Chairperson shall have those powers generally accorded a Chairperson by Robert’s Rules of Order.

Section 3. Vice-Chairperson. The Vice-Chairperson shall perform the duties of the Chairperson in the temporary absence of the Chairperson. In the event of the resignation or death of the Chairperson, the Vice-Chairperson shall perform said duties until such time as Senior shall select a new Chairperson consistent with the terms and provisions of these By-Laws.

Section 4. Secretary and Assistant Secretary. The Secretary shall act as secretary of the meeting of Seniors, keep the records of Seniors, record all votes, shall keep a record of the proceedings of Seniors in an appropriate form, and shall generally perform all duties incident to the office. The Secretary shall keep in safe custody the seal of Seniors and shall have power to affix the seal to all contracts and instruments authorized to be executed by Seniors.

The Assistant Secretary shall perform said duties in the absence of the Secretary.

Section 5. Treasurer and Assistant Treasurer. The Treasurer will be an authorized signatory with regard to the accounts of Seniors and shall be available to the Board of Trustees and the Officers for consultation. The Treasurer shall have the care and custody of all funds of Seniors and shall direct the deposit of the same in the name of Seniors in such bank or banks as Seniors may select. All orders and checks for the payment of money shall be signed by the appropriate and authorized signatories, and moneys shall be disbursed consistent with the directions of Seniors.

The Assistant Treasurer shall perform said duties in the absence of the Treasurer.

Section 6. Additional Duties. The officers of Seniors shall perform such other duties and functions as may from time to time be required by Seniors, or By-Laws, or rules and regulations of Seniors, or as may be properly delegated to them by the Chairperson.

Section 7. Election of Officers. Seniors shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer from among the Trustees of Seniors. Their selection shall be in the form of an election, which shall be conducted at the annual reorganization meeting of Seniors. The officers shall hold offices for one year or until their successors are elected and qualified.

Section 8. Additional Personnel. Seniors may from time to time employ such personnel as it deems necessary to exercise its powers, duties, and functions as prescribed by all applicable laws of the State of New Jersey and of the United States of America. Seniors shall specifically engage the Executive Director of the HAGC to act as its Chief Operating Officer. The HAGC Executive Director shall serve in this capacity without financial compensation for the office.

ARTICLE VII – MEETINGS OF THE BOARD OF TRUSTEES

Section 1. Annual Meetings. The Annual Meetings shall be held on such date or dates as shall be fixed from time to time by the Board of Trustees of Seniors. The first Annual Meeting shall be held within twelve months after the formation of Seniors. Each successive Annual Meeting shall be held on a date not more than twelve months following the preceding Annual Meeting. All Annual Meetings shall be held at such place as shall be fixed by the Board of Trustees.

Section 2. Regular Meetings. All Regular Meetings of the Board of Trustees shall be held at such time and place as shall be fixed by the Board of Trustees from time to time.

Section 3. Special Meetings. The Chairperson of Seniors may, when the Chairperson deems it necessary and appropriate, and shall, upon the written request of two members of Seniors, call a special meeting of Seniors for the purpose of transacting any business of Seniors.

Section 4. Notices.

No notice shall be required for regular meetings of the Board of Trustees when the time and place of said regular meeting has been fixed at a previous meeting of the Board of Trustees.

The notice for a special meeting shall be delivered to each member of the Board of Trustees or shall be mailed to the business or home address of each member of the Board of Trustees at least five (5) days prior to the date of such special meeting.

Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office.

No notice of any meeting need be given to any member of the Board of Trustees who executed and delivers a waiver of notice before or after the meeting. The attendance of a member of the Board of Trustees at a meeting without protesting the lack of notice of said meeting shall constitute a waiver of notice by such a member. Any notice of a meeting of the Board of Trustees required to be given by mail can be given by mailing or actual delivery thereof in lieu of mailing.

Section 5. Waiver of Notice. Unless otherwise provided by law, whenever any notice is required to be given to any Trustee or Officer of Seniors under the provisions of these By-Laws or under the provisions of the Certificate of Incorporation, the waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated, therein, shall be deemed equivalent to be giving of such notice.

Section 6. Quorum. At all meetings of the Board of Trustees, the greater of two (2) or one-third (1/3) of the entire Board of Trustees shall constitute a quorum for the purpose of transacting business. The act of the majority present at a meeting at which quorum is present shall be the act of the Board of Trustees, unless a greater number is required by these By-Laws.

Section 7. Order of Business. At the meetings of Seniors, the following shall be the order of business:

1. Call Meeting to Order
2. Call Roll
3. Announce Quorum
4. Review of and Actions on Minutes
5. Consideration of Payments of Bills
6. Considerations of Correspondence and Committee Reports
7. Consideration of Old Business
8. Consideration of Resolutions
9. Consideration of New Business
10. Adjournment

All resolutions shall be in writing and shall be properly retained and organized by the Secretary.

The Order of Business may be altered or suspended at any meeting by a vote of the Board of Trustees.

Section 8. Manner of Voting. Each Trustee shall have one vote. Voting by proxy shall not be permitted. The vote of each Commissioner on all questions coming before Seniors shall be appropriately recorded by the Secretary.

Section 9. Voting. Questions coming before the Board of Trustees shall be approved by majority vote of the Trustees then present, so long as at least a quorum shall be then present. However, any question concerning the projected program and each project undertaken, financed or assisted by Seniors and any debt obligation issued by Seniors shall be approved by at least a two-thirds vote of the entire membership of the Board of Trustees.

Section 10. Virtual Participation. Trustees may participate in (and therefore be counted toward a quorum for) meetings by telephone or other electronic means.

ARTICLE VIII – COMMITTEES

Section 1. Committees. The Chairperson may create such committees, task forces, or similar groups as the Chairperson deems appropriate to the purposes and activities of Seniors and shall designate the chairperson thereof.

ARTICLE IX – MISCELLANEOUS

Section 1. Book and Records. Seniors shall keep at the principal office of Seniors, complete and correct records and books of account, and shall keep minutes of the proceedings of the Board of Trustees, or any committee appointed by the Board of Trustees. The HAGC shall have the right to inspect such books and records of Seniors at any reasonable time during normal business hours.

Section 2. Annual Independent Audit. Seniors shall provide the HAGC with an annual financial audit of Seniors prepared by an independent certified public accountant.

Section 3. Fiscal year. The fiscal year of Seniors shall be fixed by the Board of Trustees from time to time, subject to applicable law.

Section 4. Indemnification.

To the extent permitted by law, Seniors shall indemnify any person, made a party to an action by or in the right of Seniors to procure a judgment in its favor by reason of the fact that

(a) that he or she, his or her testator or intestate, is or was a Trustee or officer of Seniors, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with the defense of such action, or in connection with an appeal therein, except in relation to matters as to which such Trustee, officer, or employee is adjudged to have breached his or her duty to Seniors.

(b) To the extent permitted by law, Seniors shall indemnify any person made, or threatened to be made, a party to an action or proceeding other than one by or in the right of Seniors to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or enterprise, which any trustee or officer of Seniors served in any capacity at the request of Seniors, or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if he reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of Seniors and, in criminal action or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

(c) The foregoing rights of indemnification shall not be exclusive of other rights to which any Trustee, officer or other person may be entitled.

(d) Seniors may procure or cause to be procured any insurance for officer and Trustees authorized by law.

ARTICLE X – ROBERT’S RULES OF ORDER

Section 1. Adoption. Except as shall be otherwise required by the applicable state and federal statutes, rules and regulations, the conduct of the meetings of Seniors shall be controlled by Robert’s Rule of Order, which are hereby adopted.

ARTICLE XI – AMENDMENTS

Section 1. Amendments to By-Laws. These By- laws of Seniors may be amended only with the approval of two-thirds of all of the Trustees, but no such amendment shall be adopted unless at least seven (7) days written notice thereof has been previously given to all Trustees, provided, however, that no such amendment of the by-law shall be effective unless approved in writing by the Trustees, and approved by the HAGC.

Section 2. Limitation of Amendment. Notwithstanding the provisions of Article XII of these By-Laws, articles XIII, XIV and XV shall not be altered, amended, or repealed.

ARTICLE XII – EXCULPATORY CLAUSE

No recourse shall be had for the payment of any indebtedness, liability or obligation (or claims based on any indebtedness, liability of obligation) of Seniors, against any past, present or future incorporator, member, officer, director or employee of Seniors.

ARTICLE XIII – PROPERTY INTEREST

(a) No director or member of Seniors shall have any right, title, or interest in or to any property or assets of Seniors, either prior to or at the time of any liquidation or dissolution of Seniors.

(b) Upon dissolution of Seniors, the Board of Trustees shall, after paying or making provision for the payment of all the liabilities of Seniors, dispose of the remaining assets of Seniors exclusively for one or more exempt purposes, within the meaning of Section 501(c)(3) of

the Internal Revenue Code of 1954 (or the corresponding provision of any future Federal Tax Code), or shall distribute the same to the Federal Government, or to a state or local government, including HAGC, for a public purpose. Any such assets not so disposed of shall be disposed of by order of the Superior Court of the State of New Jersey in the judicial district where the principal office of Seniors is then located, exclusively for such purpose or to such organizations organized and operated exclusively for such purposes as said court shall determine.

ARTICLE XIV- NON-PROFIT OPERATIONS

Seniors shall at all times be operated on a non-profit basis. No interest or dividends shall be paid or payable by Seniors to any Trustee. Seniors shall be operated for the charitable purpose for which Seniors was created, and any net earnings of Seniors (beyond those necessary for retirement of its indebtedness or to carry out low-income housing projects) may not inure to the benefit of any person or entity other than the HAGC.

ARTICLE XV- SAVINGS CLAUSE

In the event that any provision of these By-Laws, or any amendment to the same, be deemed to be in violation of any applicable law, rule, or regulation, then the provision (or so much of the provision as shall be deemed in violation) shall be considered void, but all other provisions shall remain in full force and effect.

RESOLUTION #23-74
RESOLUTION AUTHORIZING AND APPROVING
A CHANGE TO THE BY-LAWS OF
AFFORDABLE HOUSING ALTERNATIVES OF
GLOUCESTER COUNTY, INC.

WHEREAS, the Affordable Housing Alternatives (AHA) is an instrumentality of the Housing Authority of Gloucester County (HAGC); and

WHEREAS, AHA wishes to amend its's By-Laws to include a specific dissolution clause, as required by the New Jersey Department of the Treasury for all entities exempt from State sales tax; and

WHEREAS, attached hereto as Exhibit A and incorporated herein by reference are AHA's Amended By-Laws; and

WHEREAS, any amendment to AHA's By-Laws requires the approval of the Board of Commissioners of the HAGC in accordance with AHA's By-Laws; and

WHEREAS, the Board of Commissioners of HAGC desires to approve AHA's Amended By-Laws.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of Gloucester County does hereby approve AHA's Amended By-Laws for the purpose set forth herein.

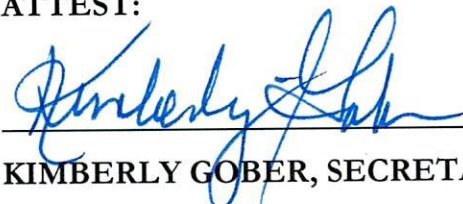
ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

BY-LAWS OF
AFFORDABLE HOUSING ALTERNATIVES
OF GLOUCESTER COUNTY, INC.
(A NOT-FOR-PROFIT CORPORATION)

ARTICLE I – THE CORPORATION

Section 1. Name and Nature of Corporation. The name of the Corporation shall be “Affordable Housing Alternatives of Gloucester County, Inc.”, hereinafter referred to as “AHA”. AHA is a not-for-profit corporation and is an instrumentality of the Housing Authority of Gloucester County, hereinafter referred to as, “HAGC”. The HAGC is a public housing authority created by the County of Gloucester and formed pursuant to the applicable laws, rules and regulations of the State of New Jersey and of the United States of America. AHA is governed by a Board of Trustees.

Section 2. Seal of Authority. The seal of AHA shall be in the form of a circle and shall bear the name of AHA and the year of its organization.

Section 3. Location of Office. The office of AHA shall be located at 100 Pop Moylan Boulevard and Cooper Street, in the Township of Deptford, County of Gloucester, and State of New Jersey, or such other places as AHA Board of Trustees may designate.

ARTICLE II – PURPOSE OF THE CORPORATION

AHA’s purpose shall be as described in its Articles of Incorporation.

ARTICLE III – RESTRICTIONS ON AHA

Section 1. Activities. The project programs and projected expenditures of AHA, and

a) any amendments thereto or revisions thereof, as well as each project undertaken, financed or assisted by AHA, shall be subjected to approval by the HAGC.

b) No substantial part of the activities of AHA is carrying on (political) propaganda, or otherwise attempting to influence legislation. Additionally, AHA does not participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

Section 2. Debt Obligations. Any debt obligations issued by AHA shall be subject to approval by the HAGC not more than sixty (60) days prior to the date of issue, and amendments prior to the date of issue shall also be subject to approval by the HAGC.

Section 3. By-Laws Amendments. No amendments of these By-Laws or of the Certificate of Incorporation of AHA shall be effective unless approved by the HAGC. The By-Laws may be amended consistent with the provisions of Article XI of these By-Laws.

ARTICLE IV – MEMBERS

Section 1. Members. AHA shall have no members.

ARTICLE V – BOARD OF TRUSTEES

Section 1. Board of Trustees. AHA shall be managed by a Board of Trustees. Hereafter, all references in these By-Laws to Board of Trustees shall be referenced to the Board of

Trustees of AHA. Each Trustee shall be at least eighteen (18) years of age. The Board of Trustees shall consist of at least three (3), but no more than nine (9) persons, at least one of whom shall be a resident of the State of New Jersey. Commissioners and/or employees of the HAGC may be Trustees but shall not be sufficient in number to constitute a majority of the Board of Trustees.

Section 2. Initial Trustees. The first Board of Trustees shall consist of those persons named as the initial Trustees in the Certificate of Incorporation of AHA, and they shall hold office until the first Annual Meeting of the Trustees, or until their successors have been duly elected and qualified.

Section 3. Term of Office. Other than the initial Trustees, who shall serve as indicated above, each Trustee shall serve a term of one year and until their successor is elected and qualified. Trustees may serve consecutive terms.

Section 4. Vacancies. Upon the expiration of the term of office of the Trustee, or in the event that a vacancy on the Board of Trustees shall occur by removal, resignation, death or otherwise, the HAGC shall appoint a Trustee to fill the vacancy. A Trustee appointed to fill a vacancy caused by a reason other than the expiration of a Trustee's term shall be appointed to hold office for the unexpired term of his or her predecessor.

Section 5. Removal. The HAGC may remove any Trustee for cause. "Cause for termination" shall be defined as failure to regularly attend meetings of the Board; failure to diligently perform duties as a member of the Board of Trustees; or conduct or misconduct detrimental to AHA as that conduct or misconduct may be determined in the reasonable discretion of the HAGC Board of Commissioners.

Section 6. Resignation. A Trustee may resign at any time by giving written notice to

the Board of Commissioners of the HAGC or to the HAGC Executive Director. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Commissioner or by the HAGC Executive director. Acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VI – OFFICERS

Section 1. Officers. The officers of AHA shall be Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer.

Section 2. Chairperson. The Chairperson shall preside over all meetings of AHA. Except as otherwise authorized by resolution of AHA, the Chairperson shall sign all contracts. Deeds and other instruments made by AHA. At each meeting the Chairperson shall submit such recommendations and information as the Chairperson may consider proper concerning the business, affairs, and policies of AHA. To the extent that the exercise of such powers is consistent with the statutory, regulatory, and incorporating provisions creating and governing AHA, the Chairperson shall have those powers generally accorded a Chairperson by Robert's Rules of Order.

Section 3. Vice-Chairperson. The Vice-Chairperson shall perform the duties of the Chairperson in the temporary absence of the Chairperson. In the event of the resignation or death of the Chairperson, the Vice-Chairperson shall perform said duties until such time as Senior shall select a new Chairperson consistent with the terms and provisions of these By-laws.

Section 4. Secretary and Assistant Secretary. The Secretary shall act as secretary of the meeting of AHA, keep the records of AHA, record all votes, shall keep a record of the proceedings of AHA in an appropriate form, and shall generally perform all duties incident to the office. The Secretary shall keep in safe custody the seal of AHA and shall have power to affix the seal to all contracts and instruments authorized to be executed by AHA.

The Assistant Secretary shall perform said duties in the absence of the Secretary.

Section 5. Treasurer and Assistant Treasurer. The Treasurer will be an authorized signatory with regard to the accounts of AHA and shall be available to the board of Trustees and the Officers for consultation. The Treasurer shall have the care and custody of all funds of AHA and shall direct the deposit of the same in the name of AHA in such bank or banks as AHA may select. All orders and checks for the payment of money shall be signed by the appropriate and authorized signatories, and moneys shall be disbursed consistent with the directions of AHA.

The Assistant Treasurer shall perform said duties in the absence of the Treasurer.

Section 6. Additional Duties. The officers of AHA shall perform such other duties and functions as may from time to time be required by AHA, or By-Laws, or rules and regulations of AHA, or as may be properly delegated to them by the Chairperson.

Section 7. Election of Officers. AHA shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer from among the Trustees of AHA. Their selection shall be in the form of an election, which shall be conducted at the annual reorganization meeting of AHA. The officers shall hold offices for one year or until their successors are elected and qualified.

Section 8. Additional Personnel. AHA may from time to time employ such personnel as it deems necessary to exercise its powers, duties, and functions as prescribed by all applicable laws of the State of New Jersey and of the United States of America. AHA shall specifically engage the

Executive Director of the HAGC to act as its Chief Operating Officer. The HAGC Executive Director shall serve in this capacity without financial compensation for the office.

ARTICLE VII – MEETINGS OF THE BOARD OF TRUSTEES

Section 1. Annual Meetings. The Annual Meetings shall be held on such date or dates as shall be fixed from time to time by the Board of Trustees of AHA. The first Annual Meeting shall be held on a date within twelve months after the formation of AHA. Each successive Annual Meeting shall be held on a date not more than twelve months following the preceding Annual Meeting. All Annual Meetings shall be held at such place as shall be fixed by the Board of Trustees.

Section 2. Regular Meetings. All Regular Meetings of the Board of Trustees shall be held at such time and place as shall be fixed by the Board of Trustees from time to time.

Section 3. Special Meetings. The Chairperson of AHA may, when the Chairperson deems it necessary and appropriate, and shall, upon the written request of two members of AHA, call a special meeting of AHA for the purpose of transacting any business of the corporation.

Section 3. Special Meetings. The Chairperson of the AHA may, when he/she deems it necessary and appropriate, and shall, upon the written request of two members of AHA, call a special meeting of AHA for the purpose of transacting any business of the corporation.

Section 4. Notices. No notice shall be required for regular meetings of the Board of Trustees when the time and place of said regular meeting has been fixed at a previous meeting of the Board of Trustees.

The notice for a special meeting shall be delivered to each member of the Board of Trustees or shall be mailed to the business or home address of each member of the Board of

Trustees at least five (5) days prior to the date of such special meeting.

Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office.

No notice of any meeting need be given to any member of the Board of Trustees who executed and delivers a waiver of notice before or after the meeting. The attendance of a member of the Board of Trustees at a meeting without protesting the lack of notice of said meeting shall constitute a waiver of notice by such a member. Any notice of a meeting of the Board of Trustees required to be given by mail can be given by mailing or actual delivery thereof in lieu of mailing.

Section 5. Waiver of Notice. Unless otherwise provided by law, whenever any notice is required to be given to any Trustee or Officer of AHA under the provisions of these By-Laws or under the provisions of the Certificate of Incorporation, the waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated, therein, shall be deemed equivalent to be giving of such notice.

Section 6. Quorum. At all meetings of the Board of Trustees, the greater of two (2) or one-third (1/3) of the entire Board of Trustees shall constitute a quorum for the purpose of transacting business. The act of the majority present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless a greater number is required by these By-Laws.

Section 7. Order of Business. At the meetings of AHA, the following shall be the order of business:

1. Call Meeting to Order
2. Call Roll
3. Announce Quorum

4. Review of and Actions on Minutes
5. Consideration of Payments of Bills
6. Considerations of Correspondence and Committee Reports
7. Consideration of Old Business
8. Consideration of Resolutions
9. Consideration of New Business
10. Adjournment

All resolutions shall be in writing and shall be properly retained and organized by the Secretary.

The Order of Business may be altered or suspended at any meeting by a vote of the Board of Trustees.

Section 8. Manner of Voting. Each Trustee shall have one vote. Voting by proxy shall not be permitted. The vote of each Commissioner on all questions coming before AHA shall be appropriately recorded by the Secretary.

Section 9. Voting. Questions coming before the Board of Trustees shall be approved by majority vote of the Trustees present, so long as at least a quorum shall be then present. However, any question concerning the projected program and each project undertaken, financed, or assisted by AHA and any debt obligation issued by AHA shall be approved by at least a two-thirds vote of the entire membership of the Board of Trustees.

Section 10. Virtual Participation. Trustees may participate in (and therefore be counted toward a quorum for) meetings by telephone or other electronic means.

ARTICLE VIII – COMMITTEES

Section 1. Committees. The Chairperson may create such committees, task forces, or similar groups as the Chairperson deems appropriate to the purposes and activities of AHA and shall designate the chairperson thereof.

ARTICLE IX – MISCELLANEOUS

Section 1. Book and Records. AHA shall keep at the principal office of AHA, complete and correct records and books of account and shall keep minutes of the proceedings of the Board of Trustees, or any committee appointed by the Board of Trustees. The HAGC shall have the right to inspect such books and records of AHA at any reasonable time during normal business hours.

Section 2. Annual Independent Audit. AHA shall provide the HAGC with an annual financial audit of AHA prepared by an independent certified public accountant.

Section 3. Fiscal year. The fiscal year of AHA shall be fixed by the Board of Trustees from time to time, subject to applicable law.

Section 4. Indemnification. To the extent permitted by law, AHA shall indemnify any person made a party to an action by, or in the right of, AHA to procure a judgment in its favor by reason of the fact that

(a) that he or she, his or her testator or intestate, is or was a Trustee or officer of AHA, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with the defense of such action, or in connection with an appeal therein, except in relation to matters as to which such Trustee, officer, or employee is adjudged to have breached his or her duty to AHA.

(b) To the extent permitted by law, AHA shall indemnify any person made, or threatened to be made, a party to an action or proceeding other than one by or in the right of AHA to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or enterprise, which any trustee or officer of AHA served in any capacity at the request of AHA, or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if he reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of AHA and, in criminal action or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

(c) The foregoing rights of indemnification shall not be exclusive of other rights to which any Trustee, officer or other person may be entitled.

(d) AHA may procure or cause to be procured any insurance for officer and Trustees authorized by law.

ARTICLE X – ROBERT'S RULES OF ORDER

Section 1. Adoption. Except as shall be otherwise required by the applicable state and federal statutes, rules and regulations, the conduct of the meetings of AHA shall be controlled by Robert's Rule of Order, which are hereby adopted.

ARTICLE XI – AMENDMENTS

Section 1. Amendments to By-Laws. These By-Laws of AHA may be amended only with the approval of two-thirds of all of the Trustees, but no such amendment shall be adopted unless at least (7) days written notice thereof has been previously given to all Trustees, provided, however, that no such amendment of the by-law shall be effective unless approved in writing by the Trustees, and approved by the HAGC.

Section 2. Limitation of Amendment. Notwithstanding the provisions of Article XII of these By-Laws, articles XIII, XIV and XV shall not be altered, amended, or repealed.

ARTICLE XII – EXCULPATORY CLAUSE

No recourse shall be had for the payment of any indebtedness, liability, or obligation (or claims based on any indebtedness, liability of obligation) of AHA, against any past, present or future incorporator, member, officer, director or employee of AHA.

ARTICLE XIII – PROPERTY INTEREST

(a) No director or member of AHA shall have any right, title or interest in or to any property or assets of AHA, either prior to or at the time of any liquidation or dissolution of AHA.

(b) Upon dissolution of AHA, the Board of Trustees shall, after paying or making provision for the payment of all the liabilities of AHA, dispose of the remaining assets of AHA exclusively for one or more exempt purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future Federal Tax Code), or shall distribute the same to the Federal Government, or to a state or local government, including HAGC, for a public purpose. Any such assets not so disposed of shall be disposed of by order of the Superior

Court of the State of New Jersey in the judicial district where the principal office of AHA is then located, exclusively for such purpose or to such organizations organized and operated exclusively for such purposes as said court shall determine.

ARTICLE XIV- NON-PROFIT OPERATIONS

AHA shall at all times be operated on a non-profit basis. No interest or dividends shall be paid or payable by AHA to any Trustee. AHA shall be operated for the charitable purpose for which AHA was created, and any net earnings of AHA (beyond those necessary for retirement of its indebtedness or to carry out low-income housing projects) may not inure to the benefit of any person or entity other than the HAGC.

ARTICLE XV- SAVINGS CLAUSE

In the event that any provision of these By-Laws, or any amendment to the same, be deemed to be in violation of any applicable law, rule, or regulation, then the provision (or so much of the provision as shall be deemed in violation) shall be considered void, but all other provisions shall remain in full force and effect.

RESOLUTION #23-75

RESOLUTION AUTHORIZING AND APPROVING

A CHANGE TO THE BY-LAWS OF

**NEW SHARON HOUSING DEVELOPMENT CORPORATION OF
GLOUCESTER COUNTY**

WHEREAS, the New Sharon Development Corporation of Gloucester County (New Sharon) is an instrumentality of the Housing Authority of Gloucester County (HAGC); and

WHEREAS, New Sharon wishes to amend its's By-Laws to include a specific dissolution clause, as required by the New Jersey Department of the Treasury for all entities exempt from State sales tax; and

WHEREAS, attached hereto as Exhibit A and incorporated herein by reference are New Sharon's Amended By-Laws; and

WHEREAS, any amendment to New Sharon's By-Laws requires the approval of the Board of Commissioners of the HAGC in accordance with New Sharon's By-Laws; and

WHEREAS, the Board of Commissioners of HAGC desires to approve New Sharon's Amended By-Laws.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of Gloucester County does hereby approve New Sharon's Amended By-Laws for the purpose set forth herein.

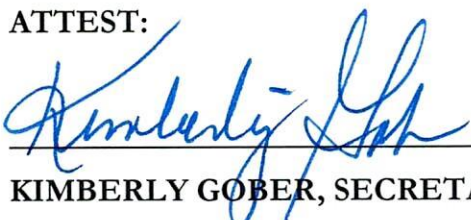
ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

BY-LAWS OF
NEW SHARON HOUSING DEVELOPMENT
CORPORATION OF GLOUCESTER COUNTY
(A NOT-FOR-PROFIT CORPORATION)

ARTICLE I – THE CORPORATION

Section 1. Name and Nature of Corporation. The name of the Corporation shall be “New Sharon Housing Development Corporation of Gloucester County”, hereinafter referred to as “New Sharon”. New Sharon is a not-for-profit corporation and is an instrumentality of the Housing Authority of Gloucester County, hereinafter referred to as, “HAGC”. The HAGC is a public housing authority created by the County of Gloucester and formed pursuant to the applicable laws, rules, and regulations of the State of New Jersey and of the United States of America. New Sharon is governed by a Board of Trustees.

Section 2. Seal of Authority. The seal of New Sharon shall be in the form of a circle and shall bear the name of New Sharon and the year of its organization.

Section 3. Location of Office. The office of New Sharon shall be located at 100 Pop Moylan Boulevard and Cooper Street, in the Township of Deptford, County of Gloucester, and State of New Jersey, or such other places as Seniors Board of Trustees may designate.

ARTICLE II –PURPOSE OF THE CORPORATION

New Sharon’s purpose shall be as described in its Articles of Incorporation.

ARTICLE III – RESTRICTIONS ON SENIORS

Section 1. Activities.

(a) The project programs and projected expenditures of New Sharon, and any amendments thereto or revisions thereof, as well as each project undertaken, financed, or assisted by New Sharon, shall be subjected to approval by the HAGC.

(b) No substantial part of the activities of New Sharon is carrying on (political) propaganda, or otherwise attempting to influence legislation. Additionally, New Sharon does not participate or

intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

Section 2. Debt Obligations. Any debt obligations issued by New Sharon shall be subject to approval by the HAGC not more than sixty (60) days prior to the date of issue, and amendments prior to the date of issue shall also be subject to approval by the HAGC.

Section 3. By-Laws Amendments. No amendments of these By-Laws or of the Certificate of Incorporation of New Sharon shall be effective unless approved by the HAGC. The By-Laws may be amended consistent with the provisions of Article XI of these By-Laws.

ARTICLE IV – MEMBERS

Section 1. Members. New Sharon shall have no members.

ARTICLE V – BOARD OF TRUSTEES

Section 1. Board of Trustees. New Sharon shall be managed by a Board of Trustees. Hereafter, all references in these By-Laws to Board of Trustees shall be referenced to the Board of Trustees of New Sharon. Each Trustee shall be at least eighteen (18) years of age. The Board of Trustees shall consist of at least three (3), but no more than nine (9) persons, at least one of whom shall be a resident of the State of New Jersey. Commissioners and/or employees of the HAGC may be Trustees but shall not be sufficient in number to constitute a majority of the Board of Trustees.

Section 2. Initial Trustees. The first Board of Trustees shall consist of those persons named as the initial Trustees in the Certificate of Incorporation of New Sharon, and they shall hold office until the first Annual Meeting of the Trustees, or until their successors have been duly elected and qualify.

Section 3. Term of Office. Other than the initial Trustees, who shall serve as indicated above, each Trustee shall serve a term of one year and until their successor is elected and qualified. Trustees may serve consecutive terms.

Section 4. Vacancies. Upon the expiration of the term of office of the Trustee, or in the event that a vacancy on the Board of Trustees shall occur by removal, resignation, death or otherwise, the HAGC shall appoint a Trustee to fill the vacancy. A Trustee appointed to fill a

vacancy caused by a reason other than the expiration of a Trustee's term shall be appointed to hold office for the unexpired term of his or her predecessor.

Section 5. Removal. The HAGC may remove any Trustee for cause.

"Cause for termination" shall be defined as failure to regularly attend meetings of the Board; failure to diligently perform duties as a member of the Board of Trustees; or conduct or misconduct detrimental to New Sharon as that conduct or misconduct may be determined in the reasonable discretion of the HAGC Board of Commissioners.

Section 6. Resignation. A Trustee may resign at any time by giving written notice to the Board of Commissioners of the HAGC or to the HAGC Executive Director. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Commissioner or by the HAGC Executive director. Acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VI – OFFICERS

Section 1. Officers. The officers of New Sharon shall be Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer.

Section 2. Chairperson. The Chairperson shall preside over all meetings of New Sharon. Except as otherwise authorized by resolution of New Sharon, the Chairperson shall sign all contracts. Deeds and other instruments made by New Sharon. At each meeting the Chairperson shall submit such recommendations and information as he/she may consider proper concerning the business, affairs, and policies of New Sharon. To the extent that the exercise of such powers is consistent with the statutory, regulatory, and incorporating provisions creating and governing New Sharon, the Chairperson shall have those powers generally accorded a Chairperson by Robert's Rules of Order.

Section 3. Vice-Chairperson. The Vice-Chairperson shall perform the duties of the Chairperson in the temporary absence of the Chairperson. In the event of the resignation or death of the Chairperson, the Vice-Chairperson shall perform said duties until such time as New Sharon shall select a new Chairperson consistent with the terms and provisions of these By-Laws.

Section 4. Secretary and Assistant Secretary. The Secretary shall act as secretary of the meeting of New Sharon, keep the records of New Sharon, record all votes, shall keep a record of the proceedings of New Sharon in an appropriate form, and shall generally perform all duties

incident to the office. The Secretary shall keep in safe custody the seal of New Sharon and shall have power to affix the seal to all contracts and instruments authorized to be executed by Sharon.

The Assistant Secretary shall perform said duties in the absence of the Secretary.

Section 5. Treasurer and Assistant Treasurer. The Treasurer will be an authorized signatory with regard to the accounts of New Sharon and shall be available to the Board of Trustees and the Officers for consultation. The Treasurer shall have the care and custody of all funds of New Sharon and shall direct the deposit of the same in the name of New Sharon in such bank or banks as New Sharon may select. All orders and checks for the payment of money shall be signed by the appropriate and authorized signatories, and moneys shall be disbursed consistent with the directions of Sharon.

The Assistant Treasurer shall perform said duties in the absence of the Treasurer.

Section 6. Additional Duties. The officers of New Sharon shall perform such other duties and functions as may from time to time be required by New Sharon, or By-Laws, or rules and regulations of New Sharon, or as may be properly delegated to them by the Chairperson.

Section 7. Election of Officers. New Sharon shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer from among the Trustees of New Sharon. Their selection shall be in the form of an election, which shall be conducted at the annual reorganization meeting of New Sharon. The officers shall hold offices for one year or until their successors are elected and qualified.

Section 8. Vacancies. Should any of New Sharon' offices become vacant, New Sharon shall elect a successor from among its Trustees at its next regular meeting. The successor shall serve for the unexpired term of said office.

Section 9. Additional Personnel. New Sharon may from time to time employ such personnel as it deems necessary to exercise its powers, duties, and functions as prescribed by all applicable laws of the State of New Jersey and of the United States of America. New Sharon shall specifically engage the Executive Director of the HAGC to act as its Chief Operating Officer. The HAGC Executive Director shall serve in this capacity without financial compensation for the office.

ARTICLE VII – MEETINGS OF THE BOARD OF TRUSTEES

Section 1. Annual Meetings. The Annual Meetings shall be held on such date or dates as shall be fixed from time to time by the Board of Trustees of New Sharon. The first Annual Meeting shall be held on a date within twelve months after the formation of New Sharon. Each successive Annual Meeting shall be held on a date not more than twelve months following the preceding Annual Meeting. All Annual Meetings shall be held at such place as shall be fixed by the Board of Trustees.

Section 2. Regular Meetings. All Regular Meetings of the Board of Trustees shall be held at such time and place as shall be fixed by the Board of Trustees from time to time.

Section 3. Special Meetings. The Chairperson of New Sharon may, when the Chairperson deems it necessary and appropriate, and shall, upon the written request of two members of New Sharon, call a special meeting of New Sharon for the purpose of transacting any business of the corporation.

Section 4. Notices.

No notice shall be required for regular meetings of the Board of Trustees when the time and place of said regular meeting has been fixed at a previous meeting of the Board of Trustees.

The notice for a special meeting shall be delivered to each member of the Board of Trustees or shall be mailed to the business or home address of each member of the Board of Trustees at least five (5) days prior to the date of such special meeting.

Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office.

No notice of any meeting need be given to any member of the Board of Trustees who executed and delivers a waiver of notice before or after the meeting. The attendance of a member of the Board of Trustees at a meeting without protesting the lack of notice of said meeting shall constitute a waiver of notice by such member. Any notice of a meeting of the Board of Trustees required to be given by mail can be given by mailing or actual delivery thereof in lieu of mailing.

Section 5. Waiver of Notice. Unless otherwise provided by law, whenever any notice is required to be given to any Director or Officer of the Corporation under the provisions of these By-Laws or under the provisions of the Certificate of Incorporation, the waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated, therein, shall be deemed equivalent to be giving of such notice.

Section 6. Quorum. At all meetings of the Board of Trustees, the greater of two (2) or one-third (1/3) of the entire Board of Trustees shall constitute a quorum for the purpose of transacting business. The act of the majority present at a meeting at which quorum is present shall be the act of the Board of Trustees, unless a greater number is required by these By-Laws.

Section 7. Order of Business. At the meetings of New Sharon, the following shall be the order of business:

1. Call Meeting to Order
2. Call Roll
3. Announce Quorum
4. Review of and Actions on Minutes
5. Consideration of Payments of Bills
6. Considerations of Correspondence and Committee Reports
7. Consideration of Old Business
8. Consideration of Resolutions
9. Consideration of New Business
10. Adjournment

All resolutions shall be in writing and shall be properly retained and organized by the Secretary.

The Order of Business may be altered or suspended at any meeting by a vote of the Board of Trustees.

Section 8. Manner of Voting. Each Trustee shall have one vote. Voting by proxy shall not be permitted. The vote of each Commissioner on all questions coming before New Sharon shall be appropriately recorded by the Secretary.

Section 9. Voting. Questions coming before the Board of Trustees shall be approved by majority vote of the Trustees then present, so long as at least a quorum shall be then present. However, any question concerning the projected program and each project undertaken, financed or assisted by New Sharon and any debt obligation issued by New Sharon shall be approved by at least a two-thirds vote of the entire membership of the Board of Trustees.

Section 10. Virtual Participation. Trustees may participate in (and therefore be counted toward a quorum for) meetings by telephone or other electronic means.

ARTICLE VIII – COMMITTEES

Section 1. Committees. The Chairperson may create such committees, task forces, or similar groups as the Chairperson deems appropriate to the purposes and activities of New Sharon and shall designate the chairperson thereof.

ARTICLE IX – MISCELLANEOUS

Section 1. Book and Records. New Sharon shall keep at the principal office of New Sharon, complete and correct records and books of account, and shall keep minutes of the proceedings of the Board of Trustees, or any committee appointed by the Board of Trustees. The HAGC shall have the right to inspect such books and records of New Sharon at any reasonable time during normal business hours.

Section 2. Annual Independent Audit. New Sharon shall provide the HAGC with an annual financial audit of New Sharon prepared by an independent certified public accountant.

Section 3. Fiscal year. The fiscal year of New Sharon shall be fixed by the Board of Trustees from time to time, subject to applicable law.

Section 4. Indemnification.

(a) To the extent permitted by law, New Sharon shall indemnify any person, made a party to an action by or in the right of New Sharon to procure a judgment in its favor by reason of the fact that he or she, his or her testator or intestate, is or was a Trustee or officer of New Sharon, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with the defense of such action, or in connection with an appeal therein, except in relation to matters as to which such Trustee, officer, or employee is adjudged to have breached his or her duty to New Sharon.

(b) To the extent permitted by law, New Sharon shall indemnify any person made, or threatened to be made, a party to an action or proceeding other than one by or in the right of New Sharon to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or enterprise, which any trustee or officer of New Sharon served in any capacity at the request of New Sharon, or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if he reasonably

believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of New Sharon and, in criminal action or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

(c)The foregoing rights of indemnification shall not be exclusive of other rights to which any Trustee, officer or other person may be entitled.

(d)New Sharon may procure or cause to be procured any insurance for officer and Trustees authorized by law.

ARTICLE X – ROBERT’S RULES OF ORDER

Section 1. Adoption. Except as shall be otherwise required by the applicable state and federal statutes, rules and regulations, the conduct of the meetings of New Sharon shall be controlled by Robert’s Rule of Order, which are hereby adopted.

ARTICLE XI – AMENDMENTS

Section 1. Amendments to By-Laws. The By- laws of New Sharon may be amended only with the approval of two-thirds of all of the Trustees, but no such amendment shall be adopted unless at least seven (7) days written notice thereof has been previously given to all Trustees, provided, however, that no such amendment of the by-law shall be effective unless approved in writing by the Trustees, and approved by the HAGC.

Section 2. Limitation of Amendment. Notwithstanding the provisions of Article XII of these By-laws, articles XIII, XIV and XV shall not be altered, amended, or repealed.

ARTICLE XII – EXCULPATORY CLAUSE

No recourse shall be had for the payment of any indebtedness, liability, or obligation (or claims based on any indebtedness, liability of obligation) of New Sharon, against any past, present or future incorporator, member, officer, director or employee of the corporation.

ARTICLE XIII – PROPERTY INTEREST

(a) No director or member of New Sharon shall have any right, title or interest in or to any property or assets of New Sharon, either prior to or at the time of any liquidation or dissolution of New Sharon.

(b) Upon dissolution of New Sharon, the Board of Trustees shall, after paying or making provision for the payment of all the liabilities of New Sharon, dispose of the remaining assets of New Sharon exclusively for one or more exempt purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future Federal Tax Code), or shall distribute the same to the Federal Government, or to a state or local government, including HAGC, for a public purpose. Any such assets not so disposed of shall be disposed of by order of the Superior Court of the State of New Jersey in the judicial district where the principal office of New Sharon is then located, exclusively for such purpose or to such organizations organized and operated exclusively for such purposes as said court shall determine.

ARTICLE XIV- NON-PROFIT OPERATIONS

New Sharon shall at all times be operated on a non-profit basis. No interest or dividends shall be paid or payable by New Sharon to any Trustee. New Sharon shall be operated for the charitable purpose for which New Sharon was created, and any net earnings of New Sharon (beyond those necessary for retirement of its indebtedness or to carry out low income housing projects) may not inure to the benefit of any person or entity other than the HAGC.

ARTICLE XV- SAVINGS CLAUSE

In the event that any provision of these By-Laws, or any amendment to the same, be deemed to be in violation of any applicable law, rule, or regulation, then the provision (or so much of the provision as shall be deemed in violation) shall be considered void, but all other provisions shall remain in full force and effect.

RESOLUTION #23-76

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT FOR
ELEVATOR REPAIRS**

CARINO PARK APARTMENTS

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units to purchase goods, to contract for services, or may make purchases and contracts for services through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available; and

WHEREAS, HAGC is a member in the **OMNIA PARTNERS GOVERNMENT PURCHASING ALLIANCE**; and

WHEREAS, **OTIS ELEVATOR COMPANY** is a participating, approved vendor under **OMNIA PARTNERS GOVERNMENT PURCHASING ALLIANCE** providing elevator maintenance to participating members; and

WHEREAS, the Housing Authority of Gloucester County (HAGC) has need for Elevator Repairs at Carino Park Apartments, 100 Chestnut Street, Williamstown, NJ; and

WHEREAS, HAGC requested a quote for elevator repairs from **OTIS ELEVATOR COMPANY** at a cost of **\$16,732.00** and is responsive to the specifications; and

WHEREAS, the Finance Director identified that Capital Funds are available to cover the cost of elevator repairs at Carino Park Apartments not to exceed **\$17,000.00**.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the contract with **OTIS ELEVATOR COMPANY** be and is hereby approved; and

IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute a contract for Elevator Repairs at Carino Park Apartments, for a contract amount not to exceed **\$17,000.00**.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST: 

KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

Otis Service and Repair Order

6/28/2023

CUSTOMER NAME

Gloucester County Housing
Authority – Carino Park
100 Pop Moylan Blvd
Deptford, NJ 08096

OTIS ELEVATOR COMPANY

30 TWOSOME DR STE. 4
MOORESTOWN, NJ 08057

OTIS CONTACT

Todd Parker
Phone: +1 (856) 777-0699
Email: Todd.Parker@otis.com

PROJECT LOCATION

CARINO PARK APTS
100 CHESTNUT ST
WILLIAMSTOWN, NJ 08094

PROPOSAL NUMBER

QTE-001684354

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
H00837	ELV 1
H00838	ELV 2

SCOPE OF WORK**INSPECTION DEFICIENCY CORRECTIONS**

Otis shall provide the labor and materials necessary to correct all deficiencies noted during the most recent code required inspections.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work.

All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above

ELEVATOR 1**PACKING REPLACEMENT**

The hydraulic plunger packing will be removed, the stuffing box cleaned and new packing of the proper type installed to reduce unnecessary creepage of the car away from the landing.

Any oil that must be disposed is the responsibility of the customer. Should the referenced unit listed above have a telescopic jack configuration, inverted or standard, extra costs for packing replacement will apply and may not be included in the price listed below.

PHASE II KEYSWITCH

A fire service phase two keyswitch shall be installed in accordance with the most recent elevator safety code requirements.

SCAVENGER PUMP REMOVAL

The existing hydraulic oil scavenger pump shall be removed and replaced with a 5 gallon catch bucket as required by the most recent elevator safety code requirements.

ELEVATOR 2

PACKING REPLACEMENT

The hydraulic plunger packing will be removed, the stuffing box cleaned and new packing of the proper type installed to reduce unnecessary creepage of the car away from the landing.

Any oil that must be disposed is the responsibility of the customer. Should the referenced unit listed above have a telescopic jack configuration, inverted or standard, extra costs for packing replacement will apply and may not be included in the price listed below.

SCAVENGER PUMP REMOVAL

The existing hydraulic oil scavenger pump shall be removed and replaced with a 5 gallon catch bucket as required by the most recent elevator safety code requirements.

PRICE

\$16,732.00

Sixteen thousand seven hundred thirty-two dollars

This price is based on a zero percent (0%) downpayment in the amount of \$0.00

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

Gloucester County Housing Authority - Ca**Otis Elevator Company**

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Dennis Parker

Title: _____

Title: General Manager, Philadelphia

Email: _____

Email: dennis.parker@otis.comCompany Name: Gloucester County Housing
Authority - Ca☐ Principal, Owner or Authorized Representative of
Principal or Owner☐ Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of percent (0.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from

the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

11. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
15. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
16. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

RESOLUTION #23-77

RESOLUTION APPROVING THE REVISION OF

CHECK SIGNING AUTHORIZATION POLICY

WHEREAS, in accordance with N.J.S.A 40A:5-16.5; N.J.A.C 5:31-4.1, 4.2; N.J.A.C 5:30-9A; Local Finance Notice 2018-13, the Housing Authority of Gloucester County (HAGC) has adopted a Check Signing Authorization Policy; and

WHEREAS, this policy identifies those people who are authorized to sign and issue checks on its behalf and in the manner in which those checks will be issued; and

WHEREAS, said policy shall apply to all HAGC bank accounts and the bank accounts of the instrumentalities and affiliated entities of the HAGC; and

WHEREAS, HAGC has reviewed and updated the policy as attached.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that the Check Signing Authorization Policy attached hereto, be and hereby is adopted and shall supersede all prior resolutions.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

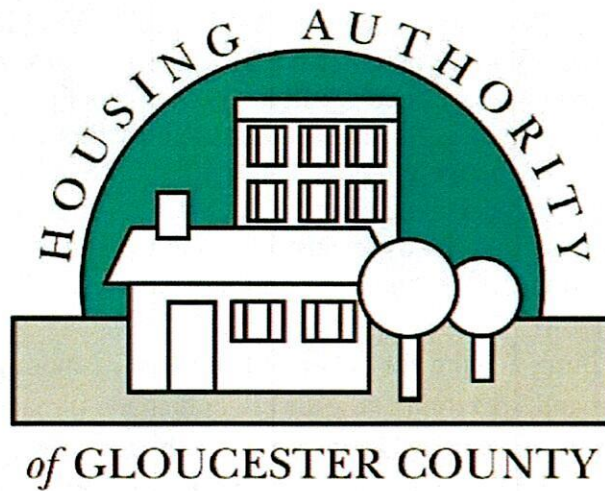
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023



Check Signing

Authorization Policy

Adopted July 25, 2018

Rev. 7/19; 7/22; 7/23

The Housing Authority of Gloucester County

Check Signing Authorization Policy

Effective July 26, 2023

The Housing Authority of Gloucester County (HAGC) hereby establishes this Check Signing Authorization Policy to identify those people who are authorized to sign and issue checks on its behalf, and the manner in which those checks will be issued. This Policy shall apply to all HAGC bank accounts and the bank accounts of instrumentalities and affiliated entities of HAGC.

This Policy is drafted and implemented in accordance with N.J.S.A. 40A:5-16.5; N.J.A.C. 5:31-4.1, 4.2; N.J.A.C. 5:30-9A; Local Finance Notice 2018-13. Although, these regulations do not legally apply to non-public funds used by its instrumentalities and affiliated entities, HAGC has deemed it good practice and therefore it is followed for all entities.

1. All persons submitting a claim for payment from HAGC moneys shall present a detailed bill of items or demand, specifying how the bill or demand is made up, with the certification of the party claiming payment that it is correct. In accordance with N.J.S.A. 40A:5-16(a); N.J.A.C. 5:30-9A.6, and HAGC resolution 15-06, the purchase of goods and services under \$5,000 does not require a vendor certification, but for the exceptions enumerated in the Statute including payments as reimbursement of employee expenses or payment for personal services.
2. All claims shall carry a certification of an official or designated employee of the authority having knowledge of the facts that the goods have been received by, or the services rendered to the authority.
3. All Housing Assistance Payments (HAP) checks for any voucher program will be signed by the computer-generated automated signatures of HAGC's Executive Director and the Board of Commissioners' Chairman. All HAP checks are supported by an executed HAP contract between HAGC and the landlord; therefore, no additional certification is required.
4. All non-HAP checks of \$500 or less will be signed by the computer-generated automated signatures of HAGC's Executive Director and Board of Commissioners' Chairman.
5. All non-HAP checks greater than \$500 will be signed manually by two authorized signatories.
6. The following are designated individuals whose signatures shall appear on check drawn upon the Treasury of HAGC. In the event a check is made payable to one of the signatories, which are identified below, an alternative authorized signatory is required.
 - a. All Board Members from their respective entities with appropriate bank signature card on file with HAGC;
 - b. Executive Director;
 - c. Deputy Executive Director;

- d. Human Resource Director;
 - e. Executive Assistant
 - f. Finance Director (in the event no other designated individual is reasonable available and signature is required)
7. Payments on invoices should not be split into less than \$500 increments for the sole purpose of utilizing the computer rather than manually signing said checks.
8. The supporting data for each check shall be available for the signer to review at the time of signing.
9. With the exception of HAP checks and payroll checks, the Board of Commissioners of HAGC must approve all payments through the monthly bill lists presented at the Board Meeting. Interim payments are approved after payment and shall be included on the bill list presented to the Board for acknowledgement, or ratification. All non-public entities' bills are monitored monthly by the Housing Authority and approved and/or ratified at their annual meeting.
10. All claims approved, acknowledged, or ratified for payment by the governing body of HAGC shall be recorded in the minutes and shall, upon approval of the minutes, be made available to the public, upon request.
11. The payments of certain claims may be paid without delay, prior approval of the Board of Commissioners, following the approval of a properly prepared, completed, and authorized (through the Executive Director's signature) Payment Voucher. These payments are considered "payments on the interim" and are included in the monthly bill list for Board approval. They include the following types of bills:
- a. Utilities – including water, sewer; electric, gas, oil, etc.
 - b. Pre-approved telecommunication services – including telephone, beeper, cellular phones, data lines, internet, and cable services;
 - c. Pre-approved insurance premiums;
 - d. Payments in lieu of taxes and taxes;
 - e. Reimbursements to tenants/estates for out-of-pocket costs or refunds of security deposits or credit balances;
 - f. Funding for various escrow accounts;
 - g. Disbursements of client escrow accounts;
 - h. Replenishment of petty cash funds;
 - i. Inter-fund payments;
 - j. Authorized management and administrative fees;
 - k. Mortgage payments;
 - l. Emergency repair/replacement costs;
 - m. Weekly payroll withholdings and related expenses;
 - n. Governmental agency fees and charges (i.e. inspection fees);
 - o. Fees for training seminars and travel expenses;

- p. Incidental repair/equipment costs under \$1,000;
 - q. Reasonable relocation costs associated with a temporary relocation of a tenant of an owned/ managed property and
 - r. Other items as specified in writing by the Executive Director
 - s. Contractors that have a contract and/or resolution that was previously approved by the board.
12. The manner and time in which salaries, wages or other compensation for services shall be paid shall be in accordance with the HAGC's Personnel Policy and Collective Bargaining Agreement. Pay checks to employees shall be signed by the computer-generated automated signatures of HAGC's Executive Director and Board of Commissioners' Chairman. Payroll checks are required to be Direct Deposit; although, on rare occasions a paper check may be necessary. As stated in #9 above, payroll checks are not included in the monthly bill list.
13. In accordance with N.J.S.A. 40A:5-1 et seq., as an alternative to paper checks HAGC is authorized to pay claims electronically using electronic fund technology (EFT).
14. With respect to the use of EFT for the payment of Housing Assistance Payments pursuant to Housing Assistant Payments Contracts, the Section 8 Supervisor shall be the initiator for the HCV HAP checks and MOD Rehab HAP checks, the Intake Supervisor shall be the initiator for the HOME Funds HAP checks, and the Finance Director shall be the authorizer for all. For any transfers initiated by the Finance Director, the Executive Director shall authorize the transfer. In the event that the Executive Director is unavailable, the transfer shall be authorized by the Executive Assistant.
15. With respect to the use of EFT for vendors, the Accounts Payable Technician shall be the initiator and the Executive Director shall be the authorizer. The authorization is evidenced by signature on the payment voucher and on the Direct Deposit Bank Report.
16. With respect to the use of EFT for employee pay checks, the Human Resource Director shall be the initiator and the Finance Director shall be the authorizer.
17. On no less than a weekly basis, activity reports on all EFT-based transactions shall be reviewed by the Finance Director. Such review shall be completed by review of the Check Register to determine if the Register includes any EFTs.
18. Any activity report on the EFT-based transactions generated by the Finance Director must be reviewed by the Executive Director.
19. In conjunction with the monthly bank reconciliation to the General Ledger, reconciliation of the actual EFT transactions to the accounting records shall be performed at least on a monthly basis and maintained for audit.
20. Each bill list approved, acknowledged, or ratified by the Board of Commissioners shall indicate the type of technology utilized in each EFT transaction.

21. The EFT technology must allow verification that a payment is not being diverted to an individual or entity other than the one authorized to receive payment. Such verification shall occur through requiring each individual to complete a Direct Deposit Authorization Form along with a copy of a voided check and by performing a validity test on the bank account. The Section 8 Supervisor, or designee, shall ensure that the identity of landlords completing the Direct Deposit Authorization Form corresponds to W-9 form completed by the landlord.
22. Electronic funds transfers through Automated Clearing House (ACH) must utilize Electronic Data Interchange (EDI) technology. Any user uploading an ACH file shall check the amounts and recipients against a register displaying ACH payments. The Finance Director uploads and verifies the contents of the ACH file.
23. In accordance with N.J.A.C 5:30-9A.4, HAGC is authorized to use charge cards issued by a specific vendor for the utilization of goods and services provided by said vendor. Outstanding balances on all charge cards shall be paid in full each month.
24. The Executive Director shall approve of the specific individuals designated to use each charge card. Designated users shall complete an acknowledgement as to the understanding of the policies and procedures for usage and acknowledge financial responsibility for misuse. See Attachment "A".
25. The Finance Director shall obtain the SOC-1 report annually from Financial Institution providers of EFT, as evidence of satisfactory internal controls.
26. HAGC shall operate all EFT technologies in accordance with the cyber security framework specified in N.J.A.C. 5:33-1.1

Attachment "A"
HOUSING AUTHORITY OF GLOUCESTER COUNTY
CHARGE CARD USE AGREEMENT

This Charge Card Use Agreement (Agreement) is between _____ (Company)
and _____ (Employee)

By my signature on this Agreement, I agree to comply with and be bound by the following conditions:

1. I understand the vendor card is Company property and I will be making financial commitments on behalf of the Company when using this Card. I agree that the use of this Card is limited to business purposes authorized by the Company. I agree that this Card must not be used for any personal, unauthorized or illegal charges and any such misuse will result in disciplinary action up to and including termination of employment.
2. I understand that documentation of expenses shall be submitted to the Finance Department within 10 days.
3. I understand that the Company may review and investigate use of this Card and I have no expectation of privacy concerning any charges incurred. I will cooperate with any such review or investigation.
4. I agree to be held personally liable for the total dollar amount of any improper charge incurred plus any administrative fees assessed in connection with misuse of this Card. I agree that a personal, unauthorized or illegal charge made by me, including any administrative fees and or finance charges assessed in connection with such charge and paid for by the Company will be considered a personal loan to be repaid through payroll deduction. If such deductions are not permissible or feasible, I will repay the Company these amounts plus any finance or other charges due in connection with the misuse of this Card and Company may take appropriate legal action to collect monies owed. I agree to pay the Company's expenses, including attorney's fees, incurred in its collection efforts. I agree that I may be liable for improper charge that results from allowing others to use this Card.
5. I agree to immediately notify the Finance Director upon discovering this Card has been lost, misused, stolen or subject to fraud or unauthorized use. I agree to cooperate with any investigation concerning the loss, theft or suspect misuse of the Card.

Employee

Date

Executive Director

Date

RESOLUTION #23-78

RESOLUTION AMENDING AND APPROVING

A SIGNIFICANT AMENDMENT TO THE AGENCY PLAN FY 23

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

WHEREAS, the Quality Housing and Work Responsibility Act of 1998 mandates that Housing Authorities develop an Agency Plan to be implemented after review and comment by residents, the County government, certain law enforcement agencies and the public; and

WHEREAS, a significant amendment to the Agency Plan FY2023 has been developed by the Housing Authority of Gloucester County concerning the disposition of public housing units under NJ204-1, Scattered Sites Homes; and

WHEREAS, a draft of the significant amendment was presented and approved by the Resident Advisory Board (RAB) on May 10, 2023; and

WHEREAS, a Public Hearing was held on July 12, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the significant amendment to the Agency Plan FY2023, be and hereby is approved; and

IT IS FURTHER RESOLVED that the Executive Director is hereby directed to submit a copy of the significant amendment to the Plan to the Dept. of Housing and Urban Development as required for their review and approval.


ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: _____

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATE: JULY 26, 2023

RESOLUTION #23-79

**RESOLUTION AUTHORIZING THE ADMINISTRATION OF
COMPETITIVE CONTRACTING PURSUANT TO *N.J.S.A. 40A:11-4.1 ET SEQ.***

WHEREAS, the Housing Authority of Gloucester County (HAGC) is desirous of initiating competitive contracting to contract for specialized goods or services enumerated in *N.J.S.A. 40A:11-4.1* in accordance with *N.J.S.A. 40A:11-4.3(a)*; and

WHEREAS, *N.J.S.A. 40A:11-4.1(l)* permits competitive contracting in lieu of public bidding for the procurement of specialized goods and services the price of which exceeds the bid threshold for **Replacement Flooring Services** at HAGC owned and/or managed properties; and

WHEREAS, the competitive contracting process shall be administered by the Deputy Executive Director and In-House Counsel in accordance with *N.J.S.A. 40A:11-4.3(b)*; and

WHEREAS, the awarded contract may be for a term not to exceed five years in accordance with *N.J.S.A. 40A:11-4.2*; and

WHEREAS, the awarded contract shall be made by Resolution of the HAGC Board of Commissioners in accordance with *N.J.S.A. 40A:11-4.1(b)*; and

WHEREAS, the competitive Contracting process shall comply with the requirements of *N.J.S.A. 40A:11-4.4* and *4.5*, and *N.J.A.C. 5:34-4 et seq.*

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Deputy Executive Director/In-House Counsel is hereby authorized to administer the competitive contracting process pursuant to *N.J.S.A. 40A:11-4.1, et seq.*, for the procurement of the specialized goods or services identified herein.

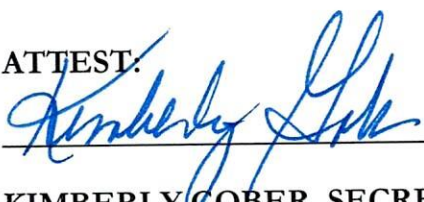
ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: JULY 26, 2023

RESOLUTION #23-80

**RESOLUTION AUTHORIZING A GENERAL DELEGATION OF POWER
TO NEGOTIATE AND AWARD CONTRACTS PURSUANT
TO N.J.S.A. 40A:11-3**

WHEREAS, N.J.S.A. 40A:11-3 permits contracts below the bid threshold to be awarded by a purchasing agent or other employee so designated by the Housing Authority of Gloucester County (HAGC) Board of Commissioners when authorized by resolution without public advertising for bids; and

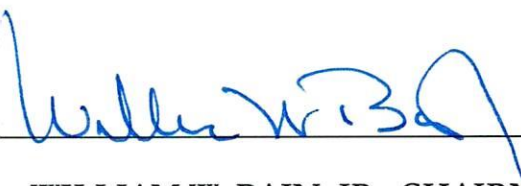
WHEREAS, the authorization by the Board of Commissioners to award contracts below the bid threshold may be granted for each contract or by a general delegation of the power to negotiate and award such contracts pursuant to N.J.S.A. 40A:11-3 and HAGC's Procurement Policy; and

WHEREAS, HAGC is desirous of granting a general delegation of power to the HAGC Executive Director, or his/her designee, to negotiate and award contracts below the bid threshold as permitted by N.J.S.A. 40A:11-3 and HAGC's Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director, or his/her designee, is hereby delegated the power to negotiate and award contracts below the bid threshold without further authorization pursuant to N.J.S.A. 40A:11-3.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: JULY 26, 2023

RESOLUTION #23-81

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACTS THAT ARE
IN THE AGGREGATE LESS THAN 15 PERCENT OF THE BID
THRESHOLD WITHOUT SOLICITING COMPETITIVE QUOTATIONS
PURSUANT TO N.J.S.A. 40A:11-6.1(c)**

WHEREAS, N.J.S.A. 40A:11-6.1(c) permits contracts that are in the aggregate less than 15 percent of the bid threshold to be awarded by the contracting agent for the Housing Authority of Gloucester County (HAGC) without soliciting competitive quotations when authorized by resolution; and

WHEREAS, in accordance with HAGC's Procurement Policy, the Executive Director is HAGC's Contracting Officer; and

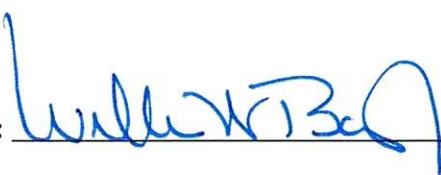
WHEREAS, HAGC's Procurement Policy permits contracts that are in the aggregate less than 15 percent of the bid threshold to be awarded without soliciting competitive quotations if the Contracting Officer considers the contract price to be reasonable based on recent research, experience or purchases; and


WHEREAS, HAGC is desirous of authorizing the Executive Director/Contracting Officer to award contracts that are in the aggregate less than 15 percent of the bid threshold without soliciting competitive quotations as permitted by N.J.S.A. 40A:6.1(c) and in accordance with HAGC's Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director/Contracting Officer is hereby authorized to award contracts that are in the aggregate less than 15 percent of the bid threshold without soliciting competitive quotations as permitted by N.J.S.A. 40A:6.1(c) and in accordance with HAGC's Procurement Policy.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

DATED: JULY 26, 2023

RESOLUTION #23-82

RESOLUTION RATIFYING EMERGENCY CONTRACTS FOR
REPAIRS DUE TO DAMAGES CAUSED BY WATER INFILTRATION
PURSUANT TO N.J.S.A. 40A:11-6

DEPTFORD PARK APARTMENTS

WHEREAS, the Housing Authority of Gloucester County (HAGC) awarded emergency contract to VECTOR SECURITY AND PATRIOT ROOFING, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-6; and

WHEREAS, on July 4, 2023 rain bands began to impact Deptford Township during the afternoon hours with scattered rain and thunderstorm warnings; and

WHEREAS, water infiltrated the Security Sub Office in Deptford Park Apartments, where the Edwards EST Fire Alarm Panel Dialer became saturated causing it to short circuit creating a temporary loss of the main power supply and operate solely on battery backup, damaged the 2x2 LED light panel and saturated ceiling tiles; and

WHEREAS, the Affordable Housing Operations (AHO) conducted a self-imposed Fire Watch to assure resident safety due to the Fire Alarm Panel Dialer only working on battery backup. During the self-imposed Fire Watch the battery was replaced three (3) times as it was unable to recharge due to the temporary loss of the main power supply; and

WHEREAS, the Affordable Housing Operations Director deemed this an emergency repair; and

WHEREAS, the Executive Director was notified and was satisfied that an emergency did exist, and authorized the award of said contracts to VECTOR SECURITY for the replacement of fire alarm system dialer and PATRIOT ROOFING for the necessary roof repairs in an amount not to exceed \$10,000.00 in accordance with N.J.S.A. 40A:11-6(a) for such purposes as may be necessary to respond to the emergency; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of Gloucester County that the emergency contracts with VECTOR SECURITY AND PATRIOT ROOFING in an amount not to exceed \$10,000, as authorized by the Executive Director, is hereby ratified.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26th day of July 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

DATED: JULY 26, 2023

TABLED

RESOLUTION #23-83

RESOLUTION AUTHORIZING EXECUTIVE SESSION IN ORDER
TO DISCUSS MATTERS FALLING UNDER EXEPTIONS
TO THE OPEN PUBLIC MEETINGS ACT

WHEREAS, While the Sen. Byron M. Baer Open Public Meetings Act (OPRA, NJSA 10:4-6et seq.) requires all meetings of the Housing Authority of Gloucester County to be held in public, NJSA 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in "Executive Session", i.e., without the public being permitted to attend and:

WHEREAS, the Housing Authority of Gloucester County has determined that _____issues are permitted by NJSA 10:4-12 (b) to be discussed without the public in attendance shall be discussed during an Executive Session to be held on July 26, 2023, at 12:00 P.M. and;

WHEREAS, the nine (9) exceptions to public meetings set forth in NJSA 10:4-12(b) are listed below with the number of issues and any additional information shall be written:

- 1) "Any matter which, by express provision of Federal law, State stature of rule of court shall be rendered confidential or excluded from public discussion" the legal citation to the provision at issue is _____ and the nature of the matter described as specifically as possible without undermining the need for confidentiality is _____
- 2) "Any matter in which the release of information would impair a right to receive funds from the federal government." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____

- 3) "Any material the disclosure of which constitutes an unwarranted invasion of privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, healthy, custodial, child protections, rehabilitation, legal defenses, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____

- 4) "Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees

of the public body.” The collective bargaining contract(s) discussed are between the Board and _____

- 5) **“Any matter involving the purchase lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality

is _____

- 6) **“Any tactics and techniques utilized in protecting the safety and property of the public provide that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality

is _____

- 7) **“Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matter falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.”** The parties to and docket number of each item of litigation and/or the parties to each contract discussed are _____

and the nature of the discussion, described as specifically as possible without undermining the need for confidentiality is _____

- 8) **“Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining in of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.”**

Subject to the balancing of the public’s interest and the employee’s privacy rights under South Jersey Publishing Co. vs New Jersey Expressway Authority, 124 NJ 478, the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are _____

9) "Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____

WHEREAS, the length of the Executive Session is estimated to be _____ minutes after which the public meeting of the Housing Authority of Gloucester County shall **(circle one)** reconvene and immediately adjourn or reconvene and proceed with business.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Gloucester County will go into Executive Session for only the above stated reasons;

BE IT FURTHER RESOLVED that the Secretary at the present public meeting, shall read aloud enough of this resolution so that members of the public in attendance can understand, as precisely as possible, the nature of the matters that will privately be discussed.

BE IT FURTHER RESOLVED that the Secretary, on the next business day following this meeting, shall furnish a copy of this resolution to any member of the public who requests one at the fees allowed by NJSA 47:1A-1 et seq.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION APPROVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF GLOUCESTER COUNTY AT ITS PUBLIC MEETING HELD ON JULY 26, 2023.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 26TH day of July 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: _____
WILLIAM W BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY
DATED: JULY 26, 2023