

RESOLUTION #23-36

RESOLUTION APPROVING REVISIONS TO

MAINTENANCE POLICY

WHEREAS, the Housing Authority of Gloucester County (HAGC) provides maintenance services to best meet the physical needs of all Authority owned and/or managed properties and service the residents in a manner that is consistent with the goals of the Authority; and

WHEREAS, the Maintenance Policy sets forth the responsibilities for managing the maintenance function in the most professional cost-effective manner possible while maximizing the useful life of Authority properties and providing the best service to Authority residents; and

WHEREAS, HAGC has reviewed and updated the policy to provide an effective and efficient maintenance system and has attached a revised version hereto.

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

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 26th day of April 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

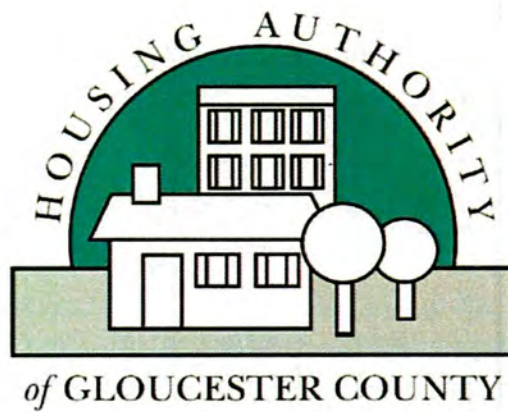
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: APRIL 26, 2023



MAINTENANCE POLICY

Revised Via: RES# 23-36, April 26, 2023

TABLE OF CONTENTS

A.	MAINTENANCE PLAN	2
B.	MAINTENANCE STRUCTURE	3
C.	PERFORMANCE STANDARDS	3
D.	CONDUCT STANDARDS	3
E.	MAINTENANCE PROCEDURES	3
	E.1 MAINTENANCE WORK ORDER PROCESS	4
	E.1.2 PRIORITY STRUCTURE	5
	E.1.3 EMERGENCY WORK ORDERS (Immediate Response abated within 24hrs)	5
	E.1.4 MADE READY WORK ORDERS - Vacant Unit Turnover (20 days)	6
	E.1.5 ROUTINE WORK ORDERS (30 calendar days)	7
	E.1.6 PREVENTIVE MAINTENACE WORK ORDERS	7
	E.1.7 EXTRAORDINARY / CAPITAL IMPROVEMENT PROJECTS	7
	E.1.8 PAINT	8
	E.1.8.1 LEAD PAINT	8
	E.1.9 SCHEDULE OF MAINTNENCE CHARGES	8
	E.2 EXTERMINATION	8
	E.3 JANITORIAL STANDARDS	8
	E.3.1 PROPERTY GROUNDS	9
	E.3.2 EXTERIOR AND INTERIOR	9
	E.3.3 CONTRACTED LANDSCAPE MAINTNENACE	9
	E.3.4 TRASH COLLECTION	9
	E.4 VEHICLE AND EQUIPMENT MAINTENANCE	9
	E.5 INSPECTIONS	9
	E.5.1 OUALITY STANDARDS AND CONTROL	10
F.	TRAINING	10
G.	SAFETY	10
	G.1 EQUIPMENT	10
	G.1.2 RIGHT TO KNOW (RTK)	11
	G.1.2.1 MATERIAL SAFETY DATA SHEETS (MSDS)	12
	G.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)	12
H.	CONTRACTING FOR SERVICES	12
I.	CRITICAL BUILDING SYSTEMS	12
	EXHIBITS	14-22

A. MAINTENANCE PLAN

The Housing Authority of Gloucester County, hereinafter referred to as the "Authority", provides maintenance (the application of resources of labor, time, equipment and capital) to best meet the physical needs of all Authority owned and/or managed properties and service the needs of residents in a manner that is consistent with the goals of the Authority.

The Affordable Housing Operations Department, hereinafter referred to as "AHO", is responsible for managing the maintenance function in the most professional cost-effective manner possible while maximizing the useful life of Authority properties and providing the best service to Authority residents. The following policy statements are designed to establish the structure of an effective and efficient maintenance system. Any conflicts in law or regulations from HUD or any other funding source, the law or regulation shall be applicable.

This Maintenance Plan provides procedures for the effective performance of maintenance operation functions as follows:

1. To provide a Planned Maintenance Program for the Authority owned and/or managed properties.
2. To increase a timely response by Maintenance personnel to emergencies.
3. To provide data on a work order system organized by type of work.
4. To minimize the backlog of maintenance work orders.
5. Ensure the Maintenance personnel are appropriately utilized, trained, staffed and supervised.
6. To provide a program for repairing and returning vacant units to occupancy within an acceptable time frame.
7. To address and maintain the routine Maintenance Program.
8. To allow for Cyclical Maintenance/Preventive Maintenance of all units and buildings.
9. To allow regular servicing of mechanical systems.
10. To provide for Supervision and Quality Assurance on maintenance work carried out by private contractors.
11. To provide for unit inspections carried out annually for occupied units as well as upon move-in and move-out.
12. To address grounds maintenance.
13. To provide a method of preparation for applicable HUD Physical Inspection Standards.

The Authority maintenance plan shall include certain components:

1. A system of priorities for work requests;
2. Comprehensive working procedures;
3. Performance goals;
4. A work order system;
5. A skills training program; and
6. A long-range planning system.

By developing a maintenance plan that has these components in place, the Authority will have the tools it needs to control the performance of maintenance work at the Authority.

B. MAINTENANCE STRUCTURE

The Authority utilizes a site-based and/or roving maintenance structure consisting of an Affordable Housing Operations Director, Property Manager, Facilities Manager, AHO Administrative Assistant, Building Superintendent, Maintenance Repairer Supervisor, Senior Maintenance Repairer, Maintenance Repairer, Painter, Maintenance Repairer Trainee, Senior Building Maintenance Worker and Building Maintenance Worker. The responsibilities for maintenance personnel are outlined in the job description which provides a reference on which basis interviews can be conducted, and a standard against which an employee's performance shall be measured. Refer to Exhibit 1, Maintenance Structure.

C. PERFORMANCE STANDARDS

The AHO Director will establish measures that will allow the effectiveness of maintenance systems and activities to be evaluated. In establishing these standards, the Authority will take into consideration certain factors:

1. Local housing codes;
2. Applicable HUD Physical Inspection Standards;
3. Public Housing Assessment System (PHAS) standards;
4. The Authority's Collective bargaining agreement;
5. The Authority Personnel and Travel Policy; and
6. The Authority's job descriptions.

Nothing in the documents listed above will prevent the Authority from setting a standard that is higher than that contained in the documents. These standards and goals will be used to evaluate current operations and performance and to develop strategies to improve performance and meet the standards that have been set.

D. CONDUCT STANDARDS

Maintenance personnel are the most visible representation of the Authority to our Residents and the public and is thereby expected to be professional and courteous. Maintenance Personnel must have the ability to greet and interact with the public in a courteous and helpful manner, presenting a positive image of the Authority towards others. Because the actions of one reflect upon the Authority in general, Maintenance personnel must conduct themselves in a manner that does not bring discredit to this Authority.

All maintenance personnel shall conduct themselves in accordance with the Authority's Code of Conduct and Personnel & Travel Policy.

E. MAINTENANCE PROCEDURES

The Authority 24 Hour maintenance work order line has been established for residents and/or staff to report all maintenance requests by calling telephone number (856) 845-4959, Option #3. The Authority shall have a comprehensive work order system that includes all work request information: source of work, description of work, priority, days to complete, and hours

to perform. This information is required for the Authority to plan for the delivery of maintenance services as well as evaluate performance. To obtain the greatest effectiveness from the work order system, all work requests and work performed by maintenance staff must be recorded on work orders.

E.1 MAINTENANCE WORK ORDER PROCESS

Work orders shall not be used as a daily work log for maintenance personnel record keeping. The work order system is to be used to record necessary maintenance completion and/or deferred maintenance of Authority owned and/or managed properties.

The AHO Administrative Assistant and/or Designee shall electronically generate work orders for all maintenance work requests using the Authority's operating software and assign generated work orders to Maintenance Personnel accordingly.

No maintenance repair will be performed without a work order. When maintenance personnel are on site working and they observe or are made aware of additional maintenance issues at the property, the onsite maintenance personnel shall contact the AHO Administrative Assistant or Designee to request that a work order be generated. If time and material are immediately available, maintenance personnel should make the repair while onsite.

In all other circumstances maintenance personnel will advise the resident to contact the work order line to request maintenance work.

Maintenance personnel will always take immediate action when they learn of a maintenance issue that could potentially result in a health and safety issue and/or damage to Authority owned and/or managed properties.

The generated work order status shall remain New / In Progress until all maintenance work has been completed. Should a work order take multiple days and/or multiple maintenance personnel to complete, that information shall be recorded in the "performed" section. Additional work orders shall not be generated identifying different job codes if the maintenance work being performed is in reference to the initial work order.

Work orders will contain, at a minimum, the following information:

- Pre-assigned number
- Source of request
- Priority assigned
- Location of work
- Date and time received
- Date and time completed
- Description of work requested
- Description of work performed
- Actual time to complete
- Materials used to complete work
- Resident charge, if applicable
- Right to enter

If the maintenance work is completed by a contractor, maintenance personnel shall enter the work that they completed in the performed section along with called

“contractor name” and a brief description of what the contractor performed. The status to close would be “deferred” or “deferred for”. When clicking the actions tab the status “deferred” needs to be chosen again not completed.

- **Classified as Deferred for contract maintenance** shall be used for all Invitation for Bid (IFB) and/or Request for Proposal (RFP) contract work in accordance with the Authority Procurement Policy.
- Classified as **Deferred** shall be used for all other maintenance work not contracted through the Invitation for Bid (IFB) and/or Request for Proposal (RFP) procurement process in accordance with the Authority Procurement Policy.

E.1.2 PRIORITY STRUCTURE

Priorities have been established to address urgent requests while also providing systematic maintenance to keep the Authority owned and/or managed properties in a good state of repair, extend their useful life, and lower operating and upkeep costs. This priority system ensures that the most important maintenance work is done at a time it can be performed most cost-effectively. Minimizing vacancy loss is part of the cost-effectiveness calculation. The Maintenance Program also enhances resident satisfaction and encourages resident cooperation. Maintenance work shall be performed according to the following priorities:

1. Emergency: Immediate Response abated within 24 hours.
2. Unit Turnover: 20 Calendar Days
3. Routine: 30 Calendar Days
4. Preventive maintenance/deferred/cycle
5. Extraordinary/capital projects

E.1.3 EMERGENCY WORK ORDERS (Immediate Response abated within 24hrs)

Emergencies are the highest priority source of work. Emergency work orders address an immediate threat to life, health and safety to resident and/or property or are related to fire safety. The situation may cause serious damage to the property structure or systems if not repaired within twenty-four (24) hours. Authority personnel shall leave a notice of entry if the resident is not available when responding to emergencies. Refer to Exhibit 2, Maintenance Notice.

Examples include, but are not limited to, any condition that jeopardizes the security of the unit, major plumbing leaks and/or flooding, waterlogged ceiling and/or floor in imminent danger of falling, natural gas and/or fuel leaks, any electrical problem and/or condition that could result in shock and/or fire, utilities not in service including no running hot water, no heat or any condition that presents the imminent possibility of injury and/or loss of life, any condition that presents the imminent possibility of damage or system failure of Authority owned and/or managed property, obstacles that prevent safe entrance and/or exit from Authority owned and/or managed property, absence of a functioning toilet and inoperable and/or missing smoke detectors.

Residents and/or Authority employees have been instructed to immediately call the work order line for emergency work orders.

When an emergency work order is received during normal business hours the AHO Administrative Assistant or Designee will obtain all pertinent information and use good judgement in classifying the work order as Emergency and notify the appropriate maintenance personnel for immediate response.

When an emergency work order is received outside of normal business hours security personnel will obtain all pertinent information and use good judgement in classifying the work order as Emergency. Security personnel will immediately notify the appropriate on-call maintenance personnel for immediate response and document the notification on the work order log.

Authority maintenance personnel will only respond to maintenance issues outside of normal working hours if the maintenance issue is deemed an emergency. If maintenance personnel are unsure whether a situation is an emergency, he or she will consult with the Facilities Manager, Property & Modernization Manager and/or AHO Director. If maintenance personnel are unable to contact the identified individuals, sound judgement and common sense will be used to make a decision.

E.1.4 MADE READY WORK ORDERS - Vacant Unit Turnover (20 days)

On the day that a unit is vacated and unit keys are returned to the Authority Designee, an inspection work order shall be generated and the Building Superintendent, Site Manager or Designee shall conduct a move out inspection and secure the unit for turnover by changing the locks. The move out inspection will be completed on the Move-In / Move-Out Form and placed in the tenant file. Refer to Exhibit 3, Move-In / Move-Out Form. The Building Superintendent, Site Manager or Designee shall note all deficiencies that must be repaired.

When Maintenance deficiencies are identified and require cleaning, painting, minor plumbing, electrical and carpentry work; a made ready work order shall be generated and distributed to the appropriate maintenance personnel. The generated work order status shall remain New / In Progress until all maintenance work has been completed. During maintenance turnover period all information pertaining to the deficiencies repaired, dates and maintenance personnel on site shall be recorded in the "performed" section.

A "deferred for contract maintenance" and/or "deferred for work order" shall be generated for all contractor work when required.

Unit preparation is completed by the assigned maintenance personnel. Units requiring extensive replacement of cabinets, doors, flooring, plumbing and light fixtures as well as cleaning and painting are designated as MOD units and rehabilitated with available modernization funding with contract workers and material when available in accordance with the Authority's Procurement Policy. The complete unit made ready shall be completed in 20 Calendar Days pending no delays of material, equipment

and/or funding.

Work orders are prepared and distributed to the appropriate on-site maintenance staff. Unit preparation is completed by the assigned staff at the property. Units requiring extensive replacement of cabinets, doors, flooring, plumbing and light fixtures as well as cleaning and painting may be designated as MOD units and rehabilitated with available modernization funding in accordance with the Authority's Procurement Policy. The complete unit turn over should be done in 20 days.

E.1.5 ROUTINE WORK ORDERS (30 calendar days)

The Authority maintenance personnel will complete and/or correct non-emergency work orders within 30 calendar days of the submission of the work order. If Authority personnel are unable to make repairs within that period due to circumstances beyond Authority control (e.g. required parts or services are not available, weather conditions, etc.) the Authority will notify the resident of an estimated date of completion when applicable.

Authority maintenance personnel are only permitted access to the unit to make routine repairs in accordance with the tenant lease. Authority personnel shall leave a notice of entry if the resident is not available when responding to work order requests. Refer to Exhibit 2, Maintenance Notice.

E.1.6 PREVENTIVE MAINTENANCE WORK ORDERS

Preventive maintenance is part of the planned and/or scheduled maintenance program of the Authority. The purpose of the scheduled preventive maintenance plan is to allow the Authority to anticipate maintenance requirements and make sure the Authority can address them in the most cost-effective manner. The preventive maintenance program focuses on the major systems that keep all Authority owned and/or managed properties operating and the residents safe. Preventive maintenance work orders are those automatically generated annually and/or semiannually to assure the necessary maintenance and/or inspection of all property mechanical systems and equipment. Preventive maintenance is crucial to prevent costly repairs and unnecessary equipment failure and downtime.

The AHO Director or Designee shall be responsible for maintaining and implementing a preventive maintenance program.

E.1.7 EXTRAORDINARY / CAPITAL IMPROVEMENT PROJECTS

This is work that is planned and implemented based on specific issues at different properties and strategies to address the issues. Special projects and Capital Plans shall align with the Authority owned and/or managed Five Year and Annual Plan in accordance with the Authority Procurement Policy.

E.1.8 PAINT

The purpose of painting is to preserve structure and equipment from premature deterioration and maintain them in appealing condition. Paint maintenance should always be a priority. Properly painted properties reflect an ongoing effort to maintain the property at a high level.

E.1.8.1 LEAD BASED PAINT

The Guidelines for the Evaluation and Control of Lead-Based Paint Hazards shall be in accordance with HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards and the State of New Jersey existing Department of Community Affairs Codes and Standards.

E.1.9 SCHEDULE OF MAINTNENCE CHARGES

The Authority maintenance charge shall be based on time & material at the time of repair for resident damages.

E.2 EXTERMINATION

The Authority will make all efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and provide the best possible treatment in accordance with the HUD Integrated Pest Management Guidelines, exterminator inspection report, tenant lease and the Authority's Procurement Policy.

The Authority shall contract extermination services in accordance with the Authority's Procurement Policy. The contracting of these services is the most efficient and cost-effective way of delivering the treatments. Extermination shall begin with an analysis of the current condition at Authority owned and/or managed properties. The AHO Director or Designee shall ensure that an adequate schedule for treatment is developed to address an infestation. The schedule will include frequency and locations of treatment. Different schedules may be required for each property.

Resident cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of move-in. All residents will be notified in accordance with the tenant lease regarding pending extermination treatment(s). The notification will be in writing and will include instructions that describe how to prepare the unit for treatment. In addition, vacated units are exterminated, as needed, during the make-ready process. This shall be inclusive of all owned and/or managed Authority properties regardless of location and property layout.

E.3 JANITORIAL STANDARDS

The Authority owned and/or managed properties shall be maintained to ensure the grounds, building exterior and interior are clean, orderly, functional, safe and aesthetically pleasing.

E.3.1 PROPERTY GROUNDS

Maintenance personnel shall perform routine grounds maintenance including but not limited to the monitoring of grounds and facilities to remove trash and report unsafe conditions; litter control, pruning trees and shrubbery, driveway maintenance, sidewalk and curb maintenance, parking lot maintenance.

E.3.2 EXTERIOR AND INTERIOR

Maintenance personnel shall perform exterior and interior routine maintenance including but not limited to general housekeeping practices and the monitoring of common and/or office areas to remove trash and report unsafe conditions.

E.3.3 CONTRACTED LANDSCAPE MAINTNENACE

The Authority shall contract landscaping and lawn care services in accordance with the Authority's Procurement Policy for all Authority owned and/or managed properties. The contracting of these services shall include but not be limited to mulching, lawn cutting and weed control. This is the most efficient and cost-effective way of performing this service.

E.3.4 TRASH COLLECTION

The Authority shall contract trash removal services in accordance with the Authority's Procurement Policy for all Authority owned and/or managed properties. The Authority provides for trash collection to maintain the developments in sanitary conditions with required tenant cooperation. The Authority has all debris/trash removed from the properties.

E.4 VEHICLE AND EQUIPMENT MAINTENANCE

Maintenance personnel assigned and/or in operation of Authority owned vehicles and or equipment will adhere to the Authority's Personnel and Travel Policy as well as Title 39 Motor Vehicle and Traffic Regulations.

E.5 INSPECTIONS

Comprehensive property inspections shall be conducted annually or as needed at Authority owned and/or managed properties to include but not limit to Site, Building Exterior, Building Systems, Common Areas, Unit and Health and Safety. Nothing in this policy shall prevent any Authority staff member from reporting any needed

work/deficiencies that they see in the regular course of their daily activities. Such work items shall be reported in accordance with section E.1 of this policy.

The equipment specific weekly, monthly, quarterly, semi-annual and annual inspection of all **major systems** is fundamental to a sound maintenance program. The major systems inspection program overlaps with the preventative maintenance program in some areas. To the extent that inspections and those items required for scheduled service intervals are needed, they will be a part of the preventative maintenance schedule.

E.5.1 QUALITY STANDARDS AND CONTROL

The AHO Director or Designee will inspect a sample of completed work orders for work quality on an as needed basis.

Inspection Notices shall be sent to the inspectable units in accordance with the Authority lease.

F. TRAINING

The Authority recognizes the importance of providing maintenance personnel opportunities to refine technical skills, increase and expand craft skills and learn new procedures. Maintenance personnel will have appropriate training to competently and safely complete the tasks expected of them. The ongoing training will match duties performed and the training will be available to improve employees' technical skills and meet their individual training needs.

Training is also necessary for job safety. Training shall be developed and assigned in accordance with the Personnel and Travel Policy, Exposure Control Plan and Collective Bargaining Agreement. Training subjects may include but not be limited to:

Safety Procedures	Blood-Borne Pathogens	Lead Based Paint
Health and Safety Standards	Trade specific skills updates	Building Code
OSHA	POSHA	Right to Know
Applicable HUD Physical Inspection Standards		

G. SAFETY

The Authority is committed to maintaining a safe and healthy environment for all employees. Maintenance Personnel shall report all accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues immediately in accordance with the Personnel and Travel Policy. Maintenance personnel regulations regarding protection of the individual shall be followed as part of all maintenance work in accordance with the Personnel and Travel Policy and the Collective Bargaining Agreement.

All Authority owned and/or rented equipment and products shall be safely secured and properly stored in accordance with the manufacturer's written recommendation and in accordance with the Authority Personnel and Travel Policy.

G.1 EQUIPMENT

Maintenance Personnel shall operate Authority owned and/or rented equipment in accordance with the Personnel and Travel Policy. Maintenance Personnel shall be responsible to understand how to operate all equipment safely and properly prior to any equipment operation. This includes but is not limited to:

- Safe use of all powered equipment.
- Safe use of machine tool operations.
- Use of toxic materials.
- Operation of utility and electrical systems.

The following applies to all equipment used in maintenance works:

- Equipment will be in safe and serviceable condition and inspected periodically.
- Equipment with moving parts should be operated with guards in place.
- Equipment should not be repaired while it is in operation.

G.1.2 RIGHT TO KNOW (RTK)

The Authority shall be responsible to assist workers in learning about the hazards of the products they work with in accordance with the Authority's Personnel and Travel Policy and Exposure Control Plan.

The Authority shall:

- Complete the Right to Know Survey:
 - The AHO Director or Designee shall submit a site-specific State of New Jersey Department of Health RTK Survey annually and update the inventory to include newly identified products containing hazardous substances purchased during the preceding calendar year. All survey forms will be available only on the Internet.
- Label Containers:
 - Refer to Exhibit 3, Right to know Labeling.
- Maintain a Right to Know Central File at Authority owned and/or managed properties:
 - The AHO Director or Designee shall maintain a Right to Know (RTK) Central File at Authority owned and/or managed properties. The following documents constitute a RTK Central File and shall be available to all employees:
 - Most recent complete Right to Know Survey and Updates.
 - Material Safety Data Sheets (MSDS) for all chemical products at the facility.
 - Hazardous Substance Fact Sheets for all individual chemicals reported on the Right to Know Complete Survey and Updates or information on how to access the NJDOH's Hazardous Substance Fact Sheets online collection.
 - Right to Know Hazardous Substance List (HSL) and/or information

on how to access the RTK HSL from the NJDOH's Web site.

- Post the Right to Know Poster.
 - The Human Resource Director or Designee shall post the RTK poster describing the rights of a public employee under the Right to Know law and tells them who to contact for more information about the law and hazardous materials at their workplace.

Maintenance Personnel shall only use Authority owned products in accordance with the Authority's Personnel and Travel Policy and Exposure Control Plan.

G.1.2.1 MATERIAL SAFETY DATA SHEETS (MSDS)

Material Safety Data Sheets (MSDSs) shall be kept current at Authority owned and/or managed properties and be located inside each buildings Management Office. (A typical Material Safety Data Sheet (MSDS) is a product summary prepared by the product's manufacturer. It describes the material and lists the manufacturer's identity, location, and phone number so that anyone needing more information can call. The MSDS will inform interested individuals if the product poses a serious health hazard and whether there are any special precautions that should be taken in the use of the product. The MSDSs should be collected for maintenance materials kept in stock by the Authority and used during repair and replacement work. It shall be the responsibility of all maintenance personnel to only order Authority approved products. When a newly approved product is identified the AHO Director or Designee shall request and place the new MSDS in the appropriate section of the site specific MSDS book.

G.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)

Maintenance personnel shall have PPE provided by the Authority at no cost to them and shall have the Authority purchase PPE at approved company vendors.

PPE shall be used and/or worn in accordance with the manufacturer's written instructions, the Authority's Personnel and Travel Policy and Exposure Control Plan.

H. CONTRACTING FOR SERVICES

The AHO Director or Designee will contract for maintenance services when it is in the best interest of the Authority to do so, with approval of the Executive Director in accordance with the Authority's Procurement Policy.

I. CRITICAL BUILDING SYSTEMS

The Authority owns and/or manages five elevator buildings and an additional three separate complexes in Gloucester County. The building systems in each building are quite different. It is crucial that maintenance personnel are able to readily identify and locate the **emergency shut off switches and valves.**

The critical building systems have been identified and photographed at the Authority owned and/or managed properties. The Critical Building Systems for each property are located in the Authority's All Hazards Emergency Preparedness and Response Plan.

The following building systems have been identified:

- Heating, Ventilating, and Air Conditioning (HVAC)
- Water Supply Systems
- Fire Suppression Systems (if applicable)
- Domestic Water (Potable Water)
- Electrical Power Supply
- Natural Gas Supply
- Building Air Handler

EXHIBITS

Exhibit 1, Maintenance Structure

AFFORDABLE HOUSING OPERATIONS (AHO) DIRECTOR

Reports to: Executive Director

Supervises: All AHO Personnel

PROPERTY AND MODERNIZATION MANAGER

Reports to: AHO Director

Supervises: All AHO Personnel

FACILITIES MANAGER

Reports to: AHO Director / Property & Modernization Manager

Supervises: All AHO Maintenance Personnel to include Building Superintendents, Site Managers, Maintenance Repairers; Painters

AHO ADMINISTRATIVE ASSISTANT

Reports to: AHO Director

Supervises: No-one

BUILDING SUPERINTENDENT

Reports to: AHO Director
Property & Modernization Manager

Supervises: Maintenance Repairers, Building Maintenance Workers; others as assigned from time to time by Management.

MAINTENANCE SUPERVISOR

Reports to: AHO Director or Designee

Supervises: Maintenance Repairer(s), Maintenance Repairer Trainee(s) and Building Maintenance Workers, As Assigned

SENIOR MAINTENANCE REPAIRER

Reports to: AHO Director or Designee
Resident Building Superintendent
Maintenance Supervisor

Supervises: Maintenance Repairer(s), Maintenance Repairer Trainee(s) and Building Maintenance Workers, As Assigned

MAINTENANCE REPAIRER

Reports to: AHO Director or Designee
Resident Building Superintendent
Follow lead of Senior Maintenance Repairer

Supervises: No-one

PAINTER

Reports to: AHO Director or Designee
Site Manager
Facilities Manager

Supervises: No-one

MAINTENANCE REPAIRER TRAINEE (THREE YEAR INTERNSHIP)

Reports to: AHO Director or Designee
Resident Building Superintendent
Maintenance Repairer and/or Senior Maintenance Repairer as assigned.

Supervises: No-one

SENIOR BUILDING MAINTENANCE WORKER

Reports to: AHO Director or Designee
Resident Superintendent
Sr. Maintenance Repairer
Maintenance Repairer
As assigned.

Supervises: No-one

BUILDING MAINTENANCE WORKER

Reports to: AHO Director or Designee
Resident Superintendent
Sr. Maintenance Repairer
Maintenance Repairer
As assigned.

Supervises: No-one

SECURITY SUPERVISOR

Reports to: AHO Director or Designee

Supervises: As assigned.

Works with: Property and Modernization Manager, IT Director, Facilities Manager, all others as assigned.

MAINTENANCE REPAIRS

Maintenance was here to perform the following :

() HVAC (Heat/Air) _____

() EXTERMINATING (Non-Routine) _____

() PLUMBING _____

() ELECTRICAL _____

() EMERGENCY _____

() OTHER _____

() NEED TO RESCHEDULE / WILL RETURN ON _____

Staff _____

Date / Time _____

To reschedule and/or for any questions call the work order line at 856-845-4959 Option 3.

**THANK YOU
HOUSING AUTHORITY OF GLOUCESTER COUNTY**

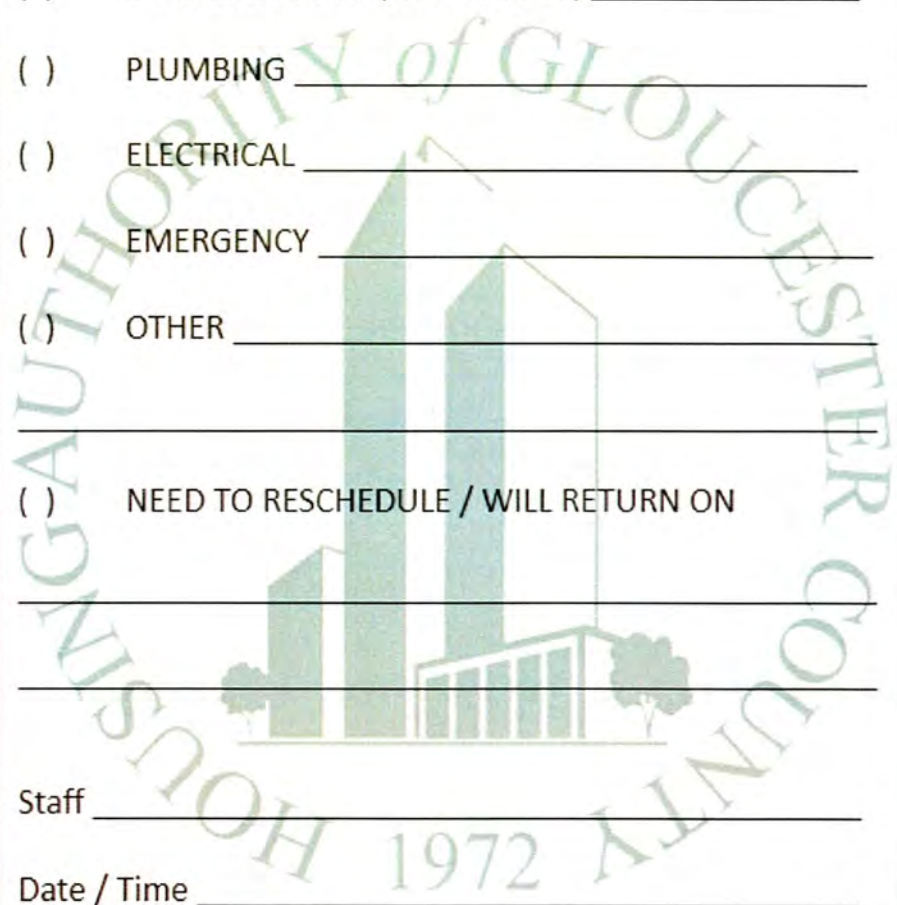


Exhibit 3, Move-In / Move-Out Form

Move-IN/Move-Out Inspection Form
Housing Authority of Gloucester County
Housing Authority of the Borough of Glassboro
 100 Pop Moylan Boulevard, Deptford, New Jersey 08096

Property:		Resident:	
Apartment No.	Unit Size	Move-In Inspection Date	Move-Out Inspection Date

Item	Condition	
	Move-In	Move-Out
ENTRANCE / HALLS		
Steps and landings		
Handrails		
Doors		
Hardware/Locks		
Floors/Coverings		
Walls/Coverings		
Ceilings		
Windows/Coverings		
Lighting		
Electrical Outlets		
Closets		
Fire Alarm/Equipment		
LIVING ROOM		
Floor/Coverings		
Walls/Coverings		
Ceiling		
Windows/Coverings		
Lighting		
Electrical Outlets		

Exhibit 3, Move-In / Move-Out Form

Item	Condition	
	Move-In	Move-Out
DINING ROOM		
Floors/Coverings		
Walls/Coverings		
Ceilings		
Windows/Coverings		
Lighting		
Electrical Outlets		
KITCHEN		
Doors		
Hardware/Locks		
Floors/Coverings		
Walls/Coverings		
Ceilings		
Windows/Coverings		
Lighting		
Electrical Outlets		
Closets/Pantry		
Fire Alarm/Equipment		
Range		
Refrigerator		
Sink/Faucets		
Cabinets		
BEDROOM(S)		
Doors		
Hardware/Locks		
Floors/Coverings		

Exhibit 3, Move-In / Move-Out Form

Item	Condition	
	Move-In	Move-Out
OTHER EQUIPMENT		
Heating Equipment		
Air-Conditioning		
Hot-Water Heater		
Smoke/Fire Alarms		
Thermostat		
Doorbell		
EXTERIOR		
Porch		
Shed		
Fence		
Front Lawn/Yard		
Rear Lawn/Yard		
House Siding		
Storm Doors		
Gutters/Downspout		
Lighting		
Electrical Outlets		
Driveway		
Walkways		
Concrete		
Steps		
Railing		
Mailbox		
*Lighting-Fixtures, Bulbs, Switches and Timers *Closets- Floor/Wall/Ceiling, Shelves/Rods, Lighting *Sink/Faucets & Tub/Shower- Water Pressure and Hot Water		

Exhibit 3, Move-In / Move-Out Form

Move-In	Move-Out
<p>This unit is in decent, safe and sanitary condition. Any deficiencies identified in this report will be remedied within 30 days of the date the tenant moves into the unit.</p>	
<p>_____ Authority Designee Signature</p>	<p>_____ Authority Designee Signature</p>
<p>_____ Date</p>	<p>_____ Date</p>
<p style="text-align: center;">Resident</p>	<p style="text-align: center;">Resident</p>
<p>I have inspected the apartment/home and found this unit to be decent, safe and sanitary condition. Any deficiencies are noted above. I recognize that I am responsible for keeping the apartment/home in good condition, with the exception of normal wear. In the event of damage, I agree to pay the cost to restore the apartment/home to its original condition.</p>	<p>_____ Agree with Move-Out Inspection</p>
	<p>_____ Disagree with move-out Inspection</p>
	<p>If disagree, list specific items of disagreement.</p>
<p>_____ Resident Signature</p>	<p>_____ Resident Signature/POA</p>
<p>_____ Resident Signature</p>	<p>_____ Resident Signature/POA</p>
<p>_____ Date</p>	<p>_____ Date</p>

Exhibit 3, Move-In / Move-Out Form



MOVE OUT DAMAGE REPORT SUMMARY

BUILDING:	DATE:
TENANT NAME:	APT #
SUPERINTENDANT:	

Description Of Repair	Maintenance Worker	Item Cost	Labor Time	Labor Cost
TOTAL:				
TOTAL AMOUNT DUE:				

Tenant Signature:	Date:
Superintendent Signature:	Date:
AHO Director Signature:	Date:



RESOLUTION #23-37

**RESOLUTION AUTHORIZING THE EXECUTION
OF A MEMORANDUM OF UNDERSTANDING BETWEEN
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY AND
GLOUCESTER COUNTY YMCA**

WHEREAS, the Housing Authority of Gloucester County's (HAGC) mission is to provide quality, affordable housing opportunities to those not served adequately by private/unsubsidized organizations in Gloucester County, NJ; and

WHEREAS, the YMCA is a nonprofit organization committed to strengthening the community by improving the health and well-being of people of all ages; and

WHEREAS, the HAGC wishes to enter into a Memorandum of Understanding with the YMCA for the provision of a fitness and exercise program at HAGC Properties for participation by HAGC tenants, and assist seniors stay independent and healthy; and

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County, that the Executive Director be and hereby is authorized to enter into a Memorandum of Understanding with the YMCA; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute the said Memorandum of Understanding and any and all documents which may be necessary to effectuate the Memorandum of Understanding with the YMCA

ADOPTED at a regular Meeting of the Housing Authority of Gloucester County, held on the 26th day of April 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: APRIL 26, 2023

FITNESS AND EXERCISE PROGRAM PROVIDER AGREEMENT

THIS FITNESS AND EXERCISE PROGRAM PROVIDER AGREEMENT (this "Agreement") dated _____ ("Effective Date") by and between the Housing Authority of Gloucester County, whose principal business address is 100 Pop Moylan Boulevard, Deptford, New Jersey 08096 (herein referred to as "HAGC"), and the Gloucester County YMCA, whose principal business address is 235 East Red Bank Avenue, Woodbury, New Jersey 08096 (herein referred to as the "YMCA"). Both HAGC and the YMCA may be referred herein individually as a "party" or collectively as the "parties."

WHEREAS, HAGC owns and/or manages five (5) multifamily housing projects known as Colonial Park Apartments (located at 401 South Evergreen Avenue, Woodbury, New Jersey), Carino Park Apartments (located at 100 Chestnut Street, Williamstown, New Jersey), Deptford Park Apartments (located at 120 Pop Moylan Boulevard, Deptford, New Jersey), Nancy J. Elkins Seniors Housing (located at 100 Pop Moylan Boulevard, Deptford, New Jersey), and Shepherd's Farm Senior Housing (located at 981 Grove Road, West Deptford, New Jersey), collectively referred to herein as "HAGC Properties"; and

WHEREAS, the YMCA provides a fitness and exercise program for seniors known as "Silver Sneakers"; and

WHEREAS, HAGC tenants have requested a fitness and exercise program be offered to HAGC tenants at HAGC Properties; and

WHEREAS, HAGC desires to enter into this Agreement with the YMCA for the provision of a fitness and exercise program at HAGC Properties for participation by HAGC tenants; and

NOW THEREFORE, in consideration of the terms, covenants, conditions and agreements contained herein, it is hereby agreed by and among the parties as follows:

1. **RECITALS.** The above recitals are incorporated herein.
2. **SERVICES.** The YMCA shall provide a fitness and exercise program known as "Silver Sneakers" at HAGC Properties for participation by HAGC tenants only. All classes comprising the program shall be offered to all HAGC tenants on a weekly basis and be located in the community rooms, or other areas approved in advance by HAGC, located on HAGC Properties. The YMCA shall coordinate the scheduling of all program classes with HAGC's Resident Relations Coordinator.
3. **PAYMENT.** HAGC shall pay the YMCA the sum of Thirty Dollars (\$30.00) for each class conducted by the YMCA at HAGC Properties. The YMCA shall submit monthly invoices for payment to HAGC at the address provided above.
4. **INSURANCE.** The YMCA shall maintain general liability insurance covering the program provided by the YMCA at HAGC Properties during the performance of this Agreement in

amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate coverage. Prior to execution of this Agreement, the YMCA shall provide to HAGC written proof of such insurance.

5. **INDEMNIFICATION AND HOLD HARMLESS.** The YMCA shall protect, defend, indemnify and hold harmless HAGC, and any HAGC subsidiary or instrumentality, and its or their employees, agents, officers, commissioners, directors, contractors and consultants (collectively referred to as "Indemnitee"), from and against any and all losses, penalties, damages, settlements, costs, charges, reasonable attorney's fees or other expenses or liabilities arising out of or resulting from the services provided by the YMCA at HAGC Properties (collectively referred to as "Claims"). Shepherd's Farm Senior Housing at West Deptford, Inc., the Diocesan Housing Services Corporation of the Diocese of Camden, Incorporated, and the Diocese of Camden, New Jersey shall each be additional Indemnitee's for Claims related to Shepherd's Farm Senior Housing. This paragraph shall survive the termination of this Agreement.

6. **PERSONAL LIABILITY.** No officer, agent, commissioner, director, employee, partner, member or shareholder of either party, or its subsidiaries or instrumentalities, shall be charged personally or held contractually liable for or to the other party under any term or provision of this Agreement because of any breach thereof or because of its execution or attempted execution.

7. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto.

8. **COMPLIANCE.** The YMCA shall comply with all applicable Federal, State, municipal, local or department laws, ordinances, rules, regulations and orders in its performance of this Agreement.

9. **ASSIGNMENT.** The YMCA shall not assign this Agreement without the advance written consent of HAGC.

10. **NO WAIVER.** No waiver of default by either party of any of the terms, covenants or conditions of this Agreement to be performed, kept, and observed by the other party shall be construed to be or act as a waiver or any subsequent default of any of the terms, covenants, and conditions to be performed, kept and observed by the other party.

11. **TERMINATION.** Except as otherwise provided herein, either party may terminate this Agreement upon thirty (30) days advance written notice to the other party by providing said notice to the other party at the address provided above.

12. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement represents the entire agreement of the parties and there are no representations not stated herein. This Agreement may only be modified by a writing executed by both parties hereto.

13. **NON-EXCLUSIVE.** This Agreement shall be non-exclusive. HAGC may contract with other providers for the provision of similar services to those offered by the YMCA.

14. **GOVERNING LAW.** This Agreement shall be deemed to be made in and construed in accordance with the laws of the State of New Jersey.

15. **HEADINGS.** The headings contained herein are for convenience in reference only and are not intended to define or limit the scope of this Lease or any term thereof.

16. **AUTHORITY TO EXECUTE.** The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

By: Kimberly Gober
Title: Executive Director

GLOUCESTER COUNTY YMCA

By: Cameron Baker
Title: Executive Director

RESOLUTION #23-38

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE
THE PUBLIC HOUSING ADMISSIONS
AND CONTINUED OCCUPANCY POLICY (ACOP)**

WHEREAS, the Housing Authority of Gloucester County (HAGC) complying with federal laws and regulations and HUD requirements, adopted the Public Housing Admissions and Continued Occupancy Policy (ACOP), which is the Authority's written statement of policies used to carry out the Public Housing Program; and

WHEREAS, on February 14, 2023 HUD published a Final Rule implementing Sections 102, 103, and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA) in the Federal Register, updating regulations related to income and assets for the Public Housing, Housing Choice Voucher (HCV), and other HUD programs, including the Moderate Rehabilitation program; and

WHEREAS, Section 103 of HOTMA created new limitations on tenancy and program participation for formerly income-eligible families residing in public housing with incomes over the newly created over-income limit; and

WHEREAS, HAGC has amended its ACOP to include the new regulations and language, as required.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that the ACOP amendment, be and hereby is, approved and adopted.

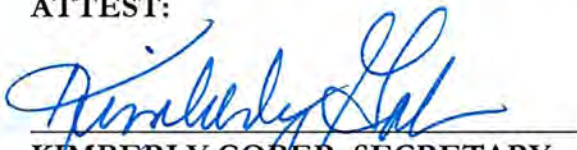
ADOPTED at a regular meeting of the Housing Authority of Gloucester County, held on the 26th day of April 2023.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY
DATE: APRIL 26, 2023

RESOLUTION #23-39

RESOLUTION APPROVING ADOPTION OF

WEBSITE CONTENT MANAGEMENT POLICY

WHEREAS, the Housing Authority of Gloucester County (HAGC) Website (“Website”) has been established as a communication tool to provide increased public access to HAGC's operations and activities; and

WHEREAS, HAGC has an obligation to ensure that the Website complies with N.J.S.A. 40A:5A-17.1, as amended, and the Americans with Disabilities Act (ADA) which requires website accessibility to people with disabilities.; and

WHEREAS, HAGC has developed a policy and procedures regarding the publishing and updating of Website content, its compliance with statutory requirements governing website content and website accessibility, as attached herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County, that the Website Content Management Policy, as attached hereto, be and hereby is, approved and adopted.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 26th day of April 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

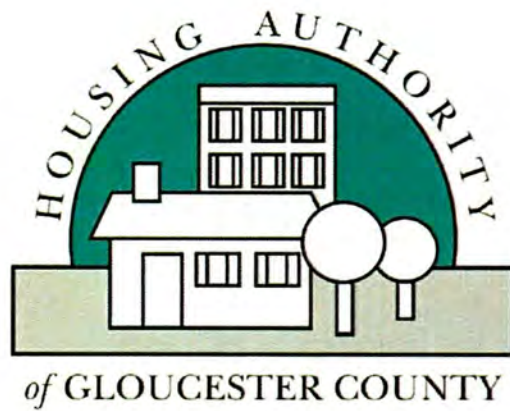
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: APRIL 26, 2023



WEBSITE CONTENT
MANAGEMENT POLICY AND
PROCEDURES

Adopted Via RES# 23-39, April 26, 2023

I. PURPOSE

The Housing Authority of Gloucester County (HAGC) Website ("Website") has been established as a communication tool to provide increased public access to HAGC's operations and activities. HAGC has an obligation to ensure that the Website complies with *N.J.S.A. 40A:5A-17.1*, as amended, and the Americans with Disabilities Act (ADA) which requires website accessibility to people with disabilities. This document establishes a policy and procedures regarding the publishing and updating of Website content, and compliance with statutory requirements governing website content and website accessibility.

II. HAGC ROLES AND RESPONSIBILITIES

A. EXECUTIVE DIRECTOR/DEPUTY EXECUTIVE DIRECTOR

All Website content shall be approved by the Executive Director/Deputy Executive Director prior to publishing on the Website.

B. CONTENT EDITORS

Responsible for the maintenance of their Department's Website content by ensuring such content is current, accurate and complies with the requirements of *N.J.S.A. 40A:5A-17.1*, as applicable. The following positions are identified as Content Editors:

1. INFORMATION TECHNOLOGY (IT) DIRECTOR

- Participates in Website planning and development.
- Assists in developing and maintaining operational procedures for the Website.
- Responsible for day-to-day management of the Website.
- Provides user support.
- Provides input and direction for the growth and design of the Website.
- Maintains the operating functionality of the Website.
- Serves as a resource for Content Editors.
- Maintains all the technical functionality and all links on the Website.
- Responsible for assigning user rules for Content Editors.
- Responsible for ensuring all Website content complies with Federal and State law governing accessibility to people with disabilities. Works with Executive Director/Deputy Executive Director to ensure such compliance.

2. EXECUTIVE ASSISTANT/ADMINISTRATIVE SPECIALIST

- Participates in Website planning and development projects.
- Assists in developing and maintaining operational procedures for the Website.
- Publishes and updates Administration content in a timely manner, including but

not limited to the following:

- Description of HAGC's mission and responsibilities.
- Open Public Meetings Act (OPMA) notices of HAGC Board of Commissioners ("Board") meetings in compliance with OPMA.
- Board meeting agendas for the current fiscal year.
- Board Resolutions for the current fiscal year.
- Approved Board meeting minutes for the most recent three consecutive fiscal years.
- Commissioner information when there is any change to such information.
- Current Policies in accordance with *N.J.S.A. 40A:5A-17.1(7)(5)*.
- Publishes Website content submitted by other Content Editors for publication on the Website.
- Works with the IT Director, or designee, to maintain consistency in publishing content to the Website.
- Conversion of documents to pdf format for publishing on the Website.
- Works directly with the other Content Editors to finalize Website content as directed by the Executive Director/Deputy Executive Director.

3. FINANCE DIRECTOR

- Submits Finance content to the Executive Assistant/Administrative Specialist for publishing on the Website in a timely manner, including but not limited to the following:
 - Budget once adopted for the current and immediately prior fiscal years for a total of three consecutive fiscal years.
 - Comprehensive Annual Financial Report (Unaudited) or other similar financial information.
 - Annual audit for the most recent and immediately prior fiscal years for a total of three consecutive fiscal years.
 - List of attorneys, advisors, consultants and any other person, firm, business, partnership, corporation, or other organization which received any remuneration of \$17,500 or more during the preceding fiscal year for any service whatsoever rendered to HAGC.
- Works with the IT Director, or designee, to maintain consistency in publishing content to the Website.
- Annual information must be available for publishing by January 31st of the subsequent year.

4. AFFORDABLE HOUSING OPERATIONS (AHO) DIRECTOR

- Submits AHO content to the Executive Assistant/Administrative Specialist for publishing on the Website in a timely manner, including but not limited to the following:
 - Requests for proposals (RFPs).
 - Invitations for Bids (IFBs).

- Works with the IT Director, or designee, to maintain consistency in publishing content to the Website.

5. HUMAN RESOURCE (HR) DIRECTOR

- Submits Human Resource (HR) content to the Executive Assistant/Administrative Specialist for publishing on the Website in a timely manner, including but not limited to the following:
 - Name, mailing address, electronic mail address, if available, and phone number of every person who exercises day-to-day supervision or management over some or all the operations of HAGC.
 - Job posting announcements.
 - Employment notices required by Federal and/or State law.
- Works with the IT Director, or designee, to maintain consistency in publishing content to the Website.

6. INTAKE SUPERVISOR

- Submits Intake content to the Executive Assistant/Administrative Specialist for publishing on the Website in a timely manner, including but not limited to the following:
 - General applicant/application information.
 - Waitlists.
 - Downloadable application forms.
 - Applicant Frequently Asked Questions (FAQs) and responses.
 - Applicant How-To Guides.
- Works with the IT Director, or designee, to maintain consistency in publishing content to the Website.

7. SECTION 8 SUPERVISOR

- Submits Section 8 content to the Executive Assistant/Administrative Specialist for publishing on the Website in a timely manner, including but not limited to the following:
 - General participant (tenant)/owner (landlord) information.
 - Downloadable participant and owner forms.
 - Participant/owner Frequently Asked Questions (FAQs) and responses.
 - Participant/owner How-To Guides.
- Works with the IT Director, or designee, to maintain consistency in publishing content to the Website.

III. WEBSITE CONTENT PUBLISHING/UPDATE REQUESTS

Content Editors shall submit all Website content publishing and update requests as follows:

- Content Editors shall submit requests by email to the IT Director, or designee, to assure that requests are properly fulfilled.
- Requests shall reference the exact web address of the page where new content shall be published or existing content for updating is located to assure the correct page for publication/updating and to prevent confusion or multiple requests for information to verify the correct page for publication/updating.
- Requests shall clearly identify the location on the subject page where new content shall be published or existing content for updating is located. If an update is to a specific sentence in a paragraph, that paragraph and sentence should be identified. (Example: Please make the requested update to paragraph 3 sentence 2)
- Requests shall include the exact content for publication or updated content. For updates, the original content shall also be included in the email.
- Requests to publish or update a document on the Website shall include the complete document or the location where the complete document is electronically stored. Documents already published on the Website cannot be updated and must be replaced by a new or edited document. Documents do not have to be converted to PDF format. Requests are subject to prior approval by the Executive Director/Deputy Executive Director to verify content accuracy and appropriateness for the Website.

IV. WEBSITE ACCESSIBILITY

All Website content shall be accessible to people with disabilities as required by the ADA. The IT Director is responsible for ensuring all Website content complies with Federal and State law governing accessibility to people with disabilities. To ensure all Website content is accessible, the IT Department, or third-party contractor, shall:

- Check the HTML1 of all new Website pages. Make sure that accessible elements are used, including alt tags, long descriptions, and captions, as needed.
- If images are used, including photos, graphics, scanned images, or image maps, make sure to include alt tags and/or long descriptions for each.
- Make all online forms and tables accessible.
- When posting documents on the Website, always provide such documents in HTML or a text-based format, even if provided in another format, such as Portable Document Format (PDF).
- Ensure that in-house staff and contractor personnel responsible for Website development are properly trained.
- Provide a way for visitors to request accessible information or services by posting a telephone number or email address on the Website. Establish procedures to assure a quick response to users with disabilities who are trying to obtain information or services this way.
- Periodically enlist disability groups to test the Website for ease of use and utilize the information obtained therefrom to increase accessibility.

RESOLUTION #23-40

RESOLUTION APPROVING ADOPTION OF

CYBERSECURITY INCIDENT

RESPONSE PLAN POLICY

WHEREAS, the Housing Authority of Gloucester County (HAGC) has developed a policy and procedures to ensure that the Authority is well-prepared to rapidly detect and respond to Cybersecurity Incidents; and

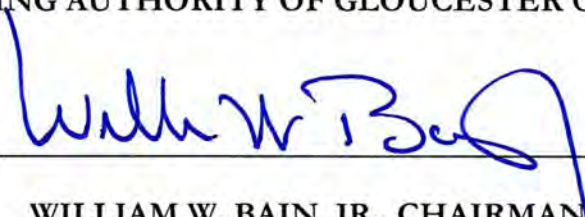
WHEREAS, this policy applies to HAGC offices and personnel, it also extends to all employees, contractors, consultants, temporary personnel, business partners/vendors who access, use, or come into contact with HAGC's information systems, covering all Cybersecurity Incidents that may affect the Confidentiality, Availability, and Integrity of HAGC's information assets; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County, that the Cybersecurity Incident Response Plan Policy, as attached hereto, be and hereby is, approved and adopted.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 26th day of April 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

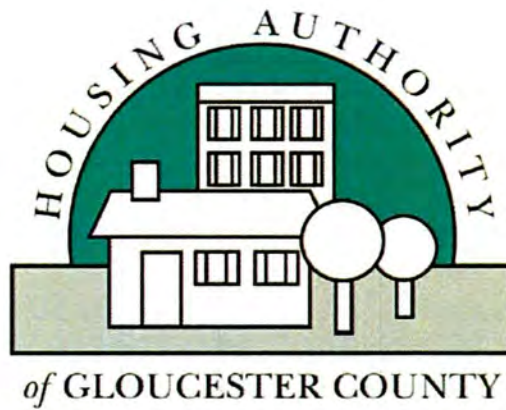
BY:


WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: APRIL 26, 2023



CYBERSECURITY INCIDENT **RESPONSE PLAN POLICY**

Adopted Via RES# 23-40, April 26, 2023

I. PURPOSE

To ensure that the Housing Authority of Gloucester County (HAGC) and its services providers are well-prepared to rapidly detect and respond to Cybersecurity Incidents (hereinafter individually referred to as an "Incident" and collectively referred to as "Incidents") through formal development of Cybersecurity Incident Response Plans (IRPs) that ensure clear communications and coordination of efforts, mitigation of damages, prevention of reoccurrence and full documentation.

II. BACKGROUND

Incidents can originate from many sources and manifest in many ways. For example, a nation-state actor seeking to gain trade secret intellectual property may use phishing or vishing attacks to compromise authentication credentials, install key-logger software or a Remote Access Trojan (RAT), and then elevate access to network administrator levels. A criminal enterprise may leverage system vulnerabilities to deploy ransomware that spreads rapidly across the network, locking and encrypting devices until a Bitcoin ransom is paid (or the devices can be reimaged from bare metal or restored from backups). Other Incidents could be as simple as a stolen or lost laptop containing confidential data, or deliberate employee exfiltration of company information not in keeping with job responsibilities.

Preparing for the full range of likely and possible Incidents, including anticipating, planning for, testing and practicing IRPs, is critical to successful recovery from Incidents, and is, therefore, required for all major classes and types of Incidents.

III. WHO NEEDS TO KNOW

All users of information technology resources, HAGC's workforce members, vendors and third-party individuals that access the HAGC network or systems.

IV. SCOPE

This policy applies to all HAGC employees, officers, directors, contractors, consultants, temporary personnel, business partners/vendors who access, use, or come into contact with HAGC's information systems. It covers all Incidents that may affect the Confidentiality, Availability, and Integrity of HAGC information assets.

V. DEFINITIONS

A. INCIDENT IDENTIFICATION

An Incident is a cyber event that is a: cyber security breach, cyber extortion threat, or data breach. These events together will serve as a robust guideline in identifying an Incident, although other types of events also may constitute an Incident.

B. CYBER EXTORTION THREAT

A threat against a network to:

- Disrupt operations.
- Alter, damage, or destroy data stored on the network.
- Use the network to generate and transmit malware to third parties.
- Deface the website.
- Access personally identifiable information, protected health information, or confidential business information stored on the network made by a person or group, whether acting alone, or in collusion with others, demanding payment, or a series of payments in consideration for the elimination, mitigation, or removal of the threat.

C. CYBER SECURITY BREACH

Any unauthorized access to, use, or misuse of, modification to the network, and/or denial of network resources by attacks perpetuated through malware, viruses, worms, Trojan horses, spyware, adware, zero-day attack, hacker attack, or denial of service attack.

D. DATA BREACH

The actual or reasonably suspected theft, loss, unauthorized acquisition of, or unauthorized access to data that has or may compromise the security, confidentiality and/or integrity of personally identifiable information, protected health information, or confidential business information.

E. OTHER CYBER EVENTS

Other cyber events include:

- Attempts from unauthorized sources to access systems or data.
- Unplanned disruption to a service or denial of a service.
- Unauthorized processing or storage of data.
- Unauthorized changes to system hardware, access rights, firmware, or software.
- Presence of a malicious application, such as ransomware, or a virus.
- Presence of unexpected/unusual programs.
- Non-malicious or non-unauthorized failures or mistakes of your data, applications, systems, or network.

•

VI. INCIDENT RESPONSE TEAM

The IT Director shall establish an Incident Response Team (IRT) including key members from both the HAGC staff and Insurance policy providers. The IT Director shall lead the IRT in

maintaining a prioritized list of possible Incidents (and classes of Incidents), giving higher priority to Incidents with higher probabilities and greater consequences. The IT Director shall work with the IRT to develop, test and practice specific IRPs to ensure HAGC is prepared for Incidents.

IRT Title / Position	Name	Telephone #
Executive Director	Kimberly Gober	856-845-4959 x215
Gloucester County High Tech Crimes Unit		856-384-5500
In House Counsel	Jeffrey Daniels, Esquire	856-845-4959 x508
Human Resources Director	Elida Ortiz	856-845-4959x217
Incident Response Manager	Alma Asllanaj	856-845-4959x224
JIF Claims Administrator		
Technology Support Contact		
AXA XL Data Breach Hotline		855-566-4724

JIF Risk Management Consultant will be handling the required breach notifications including, but potentially not limited to, those agencies listed below.

IC3	FBI Internet Crime Complaint Center: https://www.ic3.gov/
NJ Cybersecurity and Communications Integration Cell (NJCCIC)	Incident Reporting: https://www.cyber.nj.gov/report 609-963-6900x7865

VII. INCIDENT RESPONSE PLANS

Development of IRPs provides structure for security, technology, legal, safety and business functions to plan and document the way they would respond to Incidents, ensuring communication, coordination, and escalation to crisis management procedures as needed.

Specifically, IRPs identify and categorize possible Incidents, anticipate the different ways Incidents might manifest themselves and evolve, identify how Incidents would be detected, and, specifically, detail the actions to take in response to Incidents, including steps for:

1. early estimation of the nature and severity of the Incident;
2. containment, communications, and coordination;
3. evidence preservation and forensic investigation;
4. recovery; and
5. post-Incident review and reporting.

Overall, the IRP should operate within the structure in the following order:

A. CYBERSECURITY IRP REQUIREMENTS

IRPs must balance the need for clear and detailed processes with the need for flexibility in the face of Incidents inherently difficult to predict. Therefore, in developing IRPs, it is essential to specify details where possible, but allow for deviations where necessary.

With that understanding, all IRPs should include the following:

1. Contact information for redundant representatives of internal functional groups;
2. Contact information for all external parties who will or may need to be involved;
3. Details about relevant Service Level Agreements (SLA), including when and how to trigger escalation if necessary;
4. Procedures and technologies for:
 - a. Detection of the Incident;
 - b. Early estimation of Incident severity;
 - c. Containment to isolate the Incident and limit damage;
 - d. Preservation of the unaltered system state as evidence for forensic analysis and possible legal proceedings, if possible;
 - e. Investigating the impact and scope;
 - f. Identifying root and contributing causes;
 - g. Testing and deploying measures to nullify the Incident;
 - h. Implement steps to mitigate whatever factors led to the Incident;
 - i. Recovery, remediating and restoring all affected systems to normal business operations; and
 - j. Testing and monitoring to ensure that the Incident has been remediated and to prevent reinfection.

Handling of all Incidents should include a Post-Incident Review to reflect on the Incident and the steps taken to reach the resolution, leveraged to ensure that all relevant IRT members understand why the Incident occurred, how it was remediated, how similar Incidents might be prevented in the future, and how the entire Incident response could have been improved.

Further, reporting to Executives and Leadership Teams will be appropriate for some Incidents.

B. DETECTION, REPORTING, & ANALYSIS

1. If a user, employee, contractor, or vendor observes a potential Incident they should notify the Incident Response Manager immediately. If the Incident Response Manager is not available, the potential Incident should be immediately reported to the Executive Director.
2. The Incident Response Manager is responsible for communicating the Incident, its severity, and the action plan to the Executive Director.
3. If the Incident Response Manager or the Executive Director are not available, a user should isolate the affected devices from the network or internet by removing the network cable from the device. If operating via wireless, turn off the wireless connection. If isolating the machine from the network is not possible then unplug the machine from its power source.

4. If you have determined or suspect the Incident is a cyber security breach, cyber extortion threat, or data breach (*see Definitions Related to Incident identification – Section 4 of this document*) proceed to Step 5. If not, proceed to Step 6.
5. For a cyber security breach, cyber extortion threat, or data breach, immediately contact the AXA XL Data Breach Hotline (“Hotline”). If the Hotline does not answer, leave a message with your contact information. Do not delay in calling the Hotline. When the Hotline responds, follow the Hotline’s instructions. The Hotline will refer the matter to a “breach advisor/counsel” (an attorney experienced in Incidents (“Breach Counsel”)) who will coordinate the response. The Breach Counsel will gather information about the Incident and work with you to determine an action plan.
6. If the Incident is determined not to be a cyber security breach, cyber extortion threat, or data breach, the Incident Response Manager will work with the IRT to assess the Incident, develop a plan to contain the Incident, and ensure the plan is communicated to and approved by the Executive Director.
7. The Incident Response Manager should ensure all actions are documented as they are taken and that the Executive Director, IRT, and outside support are regularly updated.

C. CONTAINMENT, ERADICATION, & RECOVERY

Containment is the act of limiting the scope and magnitude of the attack as quickly as possible. Containment has two goals: preventing data of note from being exfiltrated and preventing the attacker from causing further damage.

Immediate triage:

1. Immediately contact the Incident Response Manager to report the Incident and follow their instructions. It is now the responsibility of the Incident Response Manager to notify management of the Incident and to execute the IRP.
2. If the Incident Response Manager is not available, isolate the affected devices from the network or internet by removing the network cable from the device. If operating via wireless, turn off the wireless connection. **DO NOT TURN OFF DEVICE OR REMOVE POWER SOURCE** unless instructed by the Incident Response Manager.
3. The IRT assembles and assesses if the Incident is a cyber security breach, cyber extortion threat, or data breach. If it is, or if there is any question the Incident may or may not be one, management shall contact their JIF Claims Administrator to advise them of the Incident and management (or technology support) shall call the Hotline. Work with the breach coach and the other partners the JIF Claims Administrator/Hotline suggest to help resolve the Incident.
4. Document all actions as they are taken.
5. The Incident Response Manager should compile the following:
 - List of IP addresses involved.
 - Logs.

- User accounts compromised.

Eradication is the removal of malicious code, accounts, or inappropriate access. Eradication also includes repairing vulnerabilities that may have been the root cause of the compromise. A complete reinstallation of the operating system (OS) and applications is preferred.

Recovery allows business processes affected by the Incident to recover and resume operations. It generally includes:

- Reinstall and patch the OS and applications.
- Change all user and system credentials.
- Restore data to the system.
- Return affected systems to an operationally ready state.
- Confirm that the affected systems are functioning normally.

D. FORENSICS

Incidents of a significant magnitude may require that a forensics investigation take place. Once that need has been established all additional investigation/containment activities need to be directed and/or performed by a forensics specialist to ensure that the evidence and chain of custody is maintained. The Executive Director, in consultation with the Incident Response Manager and/or the insurer will advise if engaging a forensics firm is required.

E. POST-INCIDENT REVIEW

To improve the Incident response processes and identify recurring issues, each Incident should be reviewed and a formal report created. The report should include:

- Information about the Incident type.
- A description of how the Incident was discovered.
- Information about the systems that were affected.
- Information about who was responsible for the system and its data.
- A description of what caused the Incident.
- A description of the response to the Incident and whether it was effective.
- A timeline of events, from detection to Incident closure.
- Recommendations to prevent future Incidents.
- A discussion of lessons learned that will improve future responses.

•

VIII. PERIODIC REVIEW

This policy and associated subordinate procedures will be reviewed at least annually by the Incident Response Manager to adjust processes considering new risks and security best practices. Material changes in this policy shall be approved by the Board of Commissioners.

IX. SPECIAL SITUATIONS/EXCEPTIONS

Any personally owned devices, such as PDAs, phones, wireless devices, or other electronic devices which have been used to access organizational data and are determined to be relevant to an Incident, may be subject to retention until the Incident has been eradicated.

VII. CONFIDENTIALITY

All information related to an Incident must be treated as confidential information until the Incident is understood and contained. This will serve both to protect employees' reputations (if an Incident is due to an error, negligence, or carelessness), and to ensure that appropriate regulatory and internal requirements are followed.

VIII. VIOLATIONS

Any violation of this policy may result in disciplinary action, up to and including termination of employment.

RESOLUTION #23-41

RESOLUTION DESIGNATING A

REASONABLE ACCOMMODATION COORDINATOR

WHEREAS, the purpose of 24 CFR Part 8 is to effectuate section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), to the end that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development; and

WHEREAS, 24 CFR 8.53 (a) requires recipients of federal funds employing fifteen or more persons to designate at least one person to coordinate efforts to provide for the prompt and equitable resolution of complaints alleging any action prohibited under 24 CFR Part 8; and

WHEREAS, the Reasonable Accommodation Coordinator will be the point of contact for all matters concerning discrimination in admission or access to, or treatment or employment in, its federally assisted programs and activities.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of Gloucester County does hereby appoint the Deputy Executive Director, as its Reasonable Accommodation Coordinator.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 26th day of April 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: APRIL 26, 2023

RESOLUTION #23-42

**RESOLUTION AUTHORIZING AND APPROVING
A CHANGE TO THE BY-LAWS OF**

GLOUCESTER COUNTY HOUSING DEVELOPMENT CORPORATION

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

WHEREAS, GCHDC is developing a special needs housing project at Rowan College of South Jersey ("Project"); and

WHEREAS, GCHDC is applying for grant funding for the Project from the New Jersey Department of Community Affairs in the approximate amount of \$7,365,746.00 ("Funding Application"); and

WHEREAS, to be eligible for such funding, GCHDC must amend GCHDC's By-Laws to include provisions required by the Funding Application; and

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

WHEREAS, any amendment to GCHDC's By-Laws requires the approval of the Board of Commissioners of the Housing Authority of Gloucester County (HAGC) in accordance with GCHDC's By-Laws; and

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

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

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 26th day of April 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: APRIL 26, 2023

BY-LAWS OF

GLOUCESTER COUNTY HOUSING DEVELOPMENT CORPORATION

(A NOT-FOR-PROFIT CORPORATION)

ARTICLE I – THE CORPORATION

Section 1. Name and Nature of Corporation. The name of the Corporation shall be “GLOUCESTER COUNTY HOUSING DEVELOPMENT CORPORATION”, hereinafter referred to as “GCHDC”. GCHDC 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. GCHDC is governed by a Board of Trustees.

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

Section 3. Location of Office. The office of GCHDC 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 GCHDC Board of Trustees may designate.

ARTICLE II – PURPOSE OF THE CORPORATION

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

ARTICLE III – RESTRICTIONS ON GCHDC

Section 1. Activities.

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

(b) No substantial part of the activities of GCHDC is carrying on (political) propaganda, or otherwise attempting to influence legislation. Additionally, GCHDC 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 GCHDC 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 GCHDC 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. GCHDC shall have no members.

ARTICLE V – BOARD OF TRUSTEES

Section 1. Board of Trustees. GCHDC 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 GCHDC. 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 GCHDC, 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 his or her 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 GCHDC 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 GCHDC shall be Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer.

Section 2. Chairperson. The Chairperson shall preside over all meetings of GCHDC. Except as otherwise authorized by resolution of GCHDC, the Chairperson shall sign all contracts, Deeds and other instruments made by GCHDC. At each meeting the Chairperson shall submit such recommendations and information as the Chairperson may consider proper concerning the business, affairs, and policies of GCHDC. To the extent that the exercise of such powers is consistent with the statutory, regulatory and incorporating provisions creating and governing GCHDC, 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 GCHDC, keep the records of GCHDC, record all votes, shall keep a record of the proceedings of GCHDC in an appropriate form, and shall generally perform all duties incident to the office. The Secretary shall keep in safe custody the seal of GCHDC and shall have power to affix the seal to all contracts and instruments authorized to be executed by GCHDC.

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 GCHDC 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

GCHDC and shall direct the deposit of the same in the name of GCHDC in such bank or banks as GCHDC 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 GCHDC.

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

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

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

Section 8. Additional Personnel. GCHDC 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. GCHDC 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 GCHDC. The first Annual Meeting shall be held on a date within twelve months after the formation of GCHDC. 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 the GCHDC may, when the Chairperson deems it necessary and appropriate, and shall, upon the written request of two members of GCHDC, call a special meeting of GCHDC for the purpose of transacting any business of GCHDC.

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 GCHDC 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 GCHDC, 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 GCHDC 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 GCHDC and any debt obligation issued by GCHDC 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 GCHDC, and shall designate the chairperson thereof.

ARTICLE IX – MISCELLANEOUS

Section 1. Book and Records. GCHDC shall keep at the principal office of GCHDC, 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 GCHDC at any reasonable time during normal business hours.

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

Section 3. Fiscal year. The fiscal year of GCHDC 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, GCHDC shall indemnify any person, made a party to an action by or in the right of GCHDC 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 GCHDC, 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 GCHDC.

(b) To the extent permitted by law, GCHDC 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 GCHDC 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 GCHDC served in any capacity at the request of GCHDC, 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 GCHDC 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) GCHDC may procure or cause to be procured any insurance for officers 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 GCHDC 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 may be amended only with the approval of two-thirds of all 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 GCHDC, against any past, present or future incorporator, member, officer, director or employee of GCHDC.

ARTICLE XIII – PROPERTY INTEREST

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

(b) All of the properties and assets of GCHDC shall at the time of any liquidation or dissolution vest in the HAGC, or its lawful successors or assigns in the State of New Jersey, as provided in the Certificate of Incorporation.

ARTICLE XIV – NON-PROFIT OPERATIONS

GCHDC shall at all times be operated on a non-profit basis. No interest or dividends shall be paid or payable by GCHDC to any Trustee. GCHDC shall be operated for the charitable purpose for which GCHDC was created, and any net earnings of GCHDC (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 #23-43

**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 10:4-6 et 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 April 26, 2023, at 4:30 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 statute or 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 APRIL 26, 2023.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 26th day of April 2023.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: _____

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

DATED: APRIL 26, 2023