RESOLUTION FOR

OPEN PUBLIC MEETINGS

AND NEWSPAPER DESIGNATIONS

BE IT RESOLVED by the Housing Authority of Gloucester County that in conformance with the Open Public Meetings Act of 1975, this Authority designates the **South Jersey Times, 161 Bridgeton Pike, Mullica Hill, NJ** as the official newspaper of the HAGC and either of the following two (2) newspapers of general circulation in the County of Gloucester as the newspapers for notification purposes of regular and special meetings of the Housing Authority of Gloucester County and for such other notices as permitted by law:

- 1. The Courier Post, 301 Cuthbert Boulevard, Cherry Hill, NJ 08002.
- 2. The Philadelphia Inquirer, 100 S. Independence Mall West, Suite 600, Philadelphia, PA 19106.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 24th day of July 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

RESOLUTION DESIGNATING THE

ANNUAL SCHEDULE OF MEETINGS

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

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that the attached schedule is declared to be the *annual* schedule of regular meetings of the Housing Authority of Gloucester County for the year commencing July 24th, 2024. Said schedule is declared in compliance with N.J.S.A. 10:4-18 and shall be posted and distributed in accordance with the requirements of N.J.S.A. 10:4-18.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 24th day of July 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

RV.

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

DATE: <u>JULY 24, 2024</u>

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY



ANNUAL SCHEDULE OF MEETINGS **2024-2025**

Wednesday	August 28, 2024	4:30 P.M.
Wednesday	September 25, 2024	4:30 P.M.
Wednesday	October 23, 2024	4:30 P.M.
Wednesday	November 20, 2024	4:30 P.M.
Wednesday	December 18, 2024	4:30 P.M.
Wednesday	January 22, 2025	4:30 P.M.
Wednesday	February 26, 2025	4:30 P.M.
Wednesday	March 26, 2025	4:30 P.M.
Wednesday	April 23, 2025	4:30 P.M.
Wednesday	May 28, 2025	4:30 P.M.
Wednesday	June 25, 2025	4:30 P.M.
Wednesday	ANNUAL July 23, 2025 1075 Riverwinds Dr, West Deptford, NJ 08086	12:00 pm

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

Attendees may participate in person or via phone.

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

RESOLUTION NAMING OFFICIAL DEPOSITORY

FULTON BANK

WHEREAS, it is necessary for the proper conduct of business that an official

depository for the Housing Authority of Gloucester County be designated and named; and

WHEREAS, Fulton Bank, located at 100 Park Ave, Woodbury, New Jersey,

08096 is an approved banking corporation;

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of

Gloucester County that the Fulton Bank, 100 Park Ave, Woodbury, New Jersey, 08096, be

and the same is hereby designated as an official depository of the Housing Authority of

Gloucester County and that sums so deposited may be withdrawn upon a check, draft, or

order of the Housing Authority of Gloucester County for the treasurer's account, to include

capital account, trust account and other accounts;

BE IT FURTHER RESOLVED that a certified copy of this Resolution be

duly delivered to the proper officers of the Fulton Bank, as evidence of the Bank's authority

to act in accordance herewith.

ADOPTED at the Annual Meeting of the Housing Authority of

Gloucester County, held on the 24th day of July 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

DATE: <u>JULY 24, 2024</u>

RESOLUTION NAMING OFFICIAL DEPOSITORY

CITIZENS BANK

WHEREAS, it is necessary for the proper conduct of business that an official

depository for the Housing Authority of Gloucester County be designated and named; and

WHEREAS, Citizens Bank, located at 680 Delsea Drive, Glassboro, New

Jersey, 08028 is an approved banking corporation;

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of

Gloucester County that Citizens Bank is hereby designated as an official depository of the

Housing Authority of Gloucester County and that sums so deposited may be withdrawn upon

a check, draft, or order of the Housing Authority of Gloucester County for the treasurer's

account, to include capital account, trust account and other accounts;

BE IT FURTHER RESOLVED that a certified copy of this Resolution be

duly delivered to the proper officers of the Citizens Bank, as evidence of the Bank's authority

to act in accordance herewith.

ADOPTED at the Annual Meeting of the Housing Authority of

Gloucester County, held on the 24th day of July 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: _

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GÖBER, SECRETARY

DATE: <u>JULY 24, 2024</u>

RESOLUTION NAMING OFFICIAL DEPOSITORY

PARKE BANK

WHEREAS, it is necessary for the proper conduct of business that an official

depository for the Housing Authority of Gloucester County be designated and named; and

WHEREAS, Parke Bank, located at 601 Delsea Drive, Sewell, New Jersey, is

an approved banking corporation;

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of

Gloucester County that Parke Bank is hereby designated as an official depository of the

Housing Authority of Gloucester County and that sums so deposited may be withdrawn upon

a check, draft, or order of the Housing Authority of Gloucester County for the treasurer's

account, to include capital account, trust account and other accounts;

BE IT FURTHER RESOLVED that a certified copy of this Resolution be

duly delivered to the proper officers of the Parke Bank, as evidence of the Bank's authority to

act in accordance herewith.

ADOPTED at the Annual Meeting of the Housing Authority of

Gloucester County, held on the 24th day of July 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BV.

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

RESOLUTION NAMING OFFICIAL DEPOSITORY

WSFS BANK

WHEREAS, it is necessary for the proper conduct of business that an official

depository for the Housing Authority of Gloucester County be designated and named; and

WHEREAS, WSFS Bank, located at 818 Haddonfield Road, Cherry Hill, New

Jersey, is an approved banking corporation;

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of

Gloucester County that WSFS Bank is hereby designated as an official depository of the

Housing Authority of Gloucester County and that sums so deposited may be withdrawn upon

a check, draft, or order of the Housing Authority of Gloucester County for the treasurer's

account, to include capital account, trust account and other accounts;

BE IT FURTHER RESOLVED that a certified copy of this Resolution be

duly delivered to the proper officers of the WSFS Bank as evidence of the bank's authority to

act in accordance herewith.

ADOPTED at the Annual Meeting of the Housing Authority of

Gloucester County, held on the 24th day of July 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

WILLIAM W. BAIN, JR., CHARMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

RESOLUTION TO AUTHORIZE

ELECTRONIC FUNDS TRANSFERS (EFT)

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

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

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

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 24th day of July 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

3Y: 🔽

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of Gloucester County, that the attached Policy and Notice of Tort Claim Form be and hereby is adopted as the official Notice of Tort Claim Policy and form for the Authority, and shall supersede all prior policies addressing the subject matter contained herein; and

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

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 24th day of July 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

NOTICE OF TORTS CLAIMS POLICY AND FORM

Adopted: 12/2019, Rev. 7/2021, 7/2022, 7/2023, 7/2024

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

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

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

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

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

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

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

If you are unable to answer any questions because of a lack of information available to you, specify the reason the information is not available to you. If a question asks that you identify a document, it will be sufficient to furnish true and legible copies. Where a question asks that you "identify all persons," provide the name, address, and telephone number of the person. If you claim any form of privilege, whether based on statute or otherwise, as a ground for not answering a question or any part thereof, set forth in complete detail each and every fact upon which the privilege is based, including sufficient facts for the court to make a full determination whether the claim of privilege is valid.

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

DEFINITIONS:

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

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

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

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

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

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

The Housing Authority of Gloucester County



Claimant information:		
Full Name (First, Middle,	Last):	
Address:		
Mailing Address (if other)		
Telephone Number:		
Date of Birth:		
Social Security Number:		
Attorney Information (if	applicable)	
Full Name:		
Address:		
Telephone number:		
Fax Number:		
Send Notice to:	Claimant	Attorney

INFORMATION ON THE CLAIMANT

person.

1.	Provide the following information with respect to the Claimant:
	☐ Any other name by which the Claimant is known.
	☐ Address at the time of the incident giving rise to the claim.
	☐ Marital Status (at the time of the incident and current).
	Identify each person residing with the Claimant and the relationship, if any, of the person to the Claimant.
2.	Provide all addresses of the Claimant for the last 10 years, the dates of the residence, the persons residing at the addresses at the same time as the Claimant resided at the address and the relation, of any of the persons to the Claimant.
INFO	DRMATION ON ALL CLAIMS
3.	Provide the exact date, time, and place of the incident forming the basis of the claim and the weather conditions prevailing at the time.
4.	Provide the Claimant's complete version of the events that form the basis of the claim.
5.	List any and all persons who were witnesses to or who have knowledge of the facts of the incident which forms the basis of the claim. Provide the full name and address of each

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

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

PROPERTY DAMAGE CLAIM

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

Initials	:		
			_

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

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

PERSONAL INJURY CLAIMS

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

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

Any co	y, if known, whether the claim arises out of any of the following: construction activity pemolition project pad project
DOCUMENT REQ questions, including	UEST: Provide all documents identified in your answers to the above the following:
 Full copies of a Copies of all w A letter from y 	ized bills for each medical expense and other losses and expenses claimed. all appraisals and estimates of property damage claimed by you. written reports of all expert witnesses and treating physicians. Your employer verifying your lost wages. If self-employed, a statement showing the your claimed lost income.
complete response to reports and documen	I hereby certify that the information provided is the truth and is the full and the questions, to the best of my knowledge. The attached statements, bills, its are the only ones known to me to be in existence at this time. I am aware it made herein is willfully false or fraudulent, I am subject to punishment
Signature of Claimant	
Signature of Claimant	Representative:

AUTHORIZATION FOR RELEASE OF MEDICAL AND HOSPITAL RECORDS

Date:	
Claimant	
To Whom It May Concern:	
representatives, to release any and all record	pitals or other medical service facilities or its s, reports and other information concerning the attorney for the Housing Authority of Gloucester te Housing Authority of Gloucester County.
disclosure of my individually identifiable hear records. I understand that once disclosed, the person/facility may be disclosed to others and regulations. This release authority applies to an) hereby authorize the use and lth information and other medical and insurance information I authorize to be disclosed by said will no longer be protected by state and federal ny information governed by the Health Insurance IPAA"), 42 U.S.C. 1320d and 45 C.F.R. 160-164.
Signature of Claimant	Date:
(This form must be signed by claimant or the p	arents of the claimant who is a minor.)
All information, records, x-rays, reports or copie confinement or treatment shall be subject to insp	es thereof relating to my examination, consultation, pection and copying.
Approximate date of admission to hospital, first	examination, treatment or consultation:
A photocopy of this release form, bearing a pauthorization for the release of the information	photocopy of my signature shall constitute your in accordance with the request made to you.
Signature:	Date:

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

Date:	
Claimant	
To Whom It May Concern:	
for the Housing Authority of Gloucester Authority of Gloucester County, all into to my examination, consultation, confi make copies or abstracts thereof. A pl	eted to disclose, make available and furnish to the attorney er County or to an authorized representative for the Housing formation, records, x-rays, reports or copies thereof relating finement or treatment, and permit him or her to inspect and hotocopy of this release form, bearing a photocopy of my zation for the release of the information in accordance with
Signature:	Date:

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the revised policy authorizing the indemnification of commissioners and employees consistent with N.J.S.A. 59: 10-4 be and hereby is approved and shall supersede all prior policies addressing the subject matter contained herein.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 24th day of July 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

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

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

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

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

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

BE IT FURTHER RESOLVED that Housing Authority of Gloucester County shall at the Authority's option either provide counsel or pay any Commissioner/employee's actual reasonable legal costs as incurred in the event the General Counsel advises the Authority that the Commissioner/Employee in all likelihood will be found to have acted in good faith.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 24th day of July 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: \ \

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

RESOLUTION AUTHORIZING EXECUTION OF TOWING AGREEMENT FOR THE REMOVAL OF UNAUTHORIZED OR ABANDONED MOTOR VEHICLES ON HAGC PROPERTIES

QUALITY TOWING NJ, LLC.

WHEREAS, the Housing Authority of Gloucester County (HAGC) wishes to establish a towing agreement for the removal of unauthorized or abandoned motor vehicles on all its properties; and

WHEREAS, from time-to-time, HAGC's properties experience improperly parked, unauthorized, or abandoned vehicles on its properties; and

WHEREAS, at the vehicle's owner's expense, N.J.S.A. 39:4-56.6 and NJSA 2A:44-20 et seq., permits property owners to remove said vehicle(s) from their property on their own, or by contracting a private towing company and reassigning the rights and responsibilities that may result from the removal, storage, exposure to sale, or auction of said vehicle(s); and

WHEREAS, HAGC identified QUALITY TOWING NJ, LLC. as a local, responsible provider of such service; 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 execute towing agreements with **QUALITY TOWING NJ, LLC** in accordance with *N.J.S.A.* 39:4-56.6, *NJSA* 2A:44-20 et seq., and all other applicable New Jersey statutes, pending counsel review.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 24th day of July 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

RESOLUTION AUTHORIZING APPLICATION FOR

RESIDENT OPPORTUNITY & SELF-SUFFICIENCY (ROSS) SERVICE COORDINATOR PROGRAM

AS ADVERTISED IN HUD NOFO FR-6800-N-05

WHEREAS, the Resident Opportunity & Self Sufficiency Service Coordinator Program is designed to assist residents of Public Housing make progress towards economic self-sufficiency; and

WHEREAS, the Housing Authority of Gloucester County (HAGC) has previously applied for the ROSS Service Coordinator Grant and received funding to pay the salary of the ROSS-SERVICE Coordinator; and

WHEREAS, the U.S. Department for Housing and Urban Development (HUD) has indicated that funding to pay the salary of the ROSS Service Coordinator may be available upon response to a HUD Notice of Funding Opportunity (NOFO), and filing of an application; and

WHEREAS, in order to continue to provide ROSS services to our residents, HAGC has determined to further participate in this program and wishes to submit an application before the deadline of September 30, 2024.

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 prepare, submit and execute all documents related to the application.

BE IT FURTHER RESOLVED that the Executive Director is authorized to arrange for "Memoranda of Understanding", or other programmatic required documents as may be necessary.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 24th day of July 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

RESOLUTION AUTHORIZING COMMITMENT OF MATCH FUNDING IN SUPPORT OF

RESIDENT OPPORTUNITY & SELF-SUFFICIENCY (ROSS) SERVICE COORDINATOR PROGRAM APPLICATION

WHEREAS, the Housing Authority of Gloucester County (HAGC) is applying for the ROSS Service Coordinator Grant FY2024 to continue to provide ROSS services to our residents, HAGC has determined to further participate in this program and wishes to submit an application before the deadline of September 30, 2024.

WHEREAS, the U.S. Department for Housing and Urban Development (HUD) has indicated that that as part of said application, HAGC needs to commit match funding to ensure HAGC's ability to address the needs of residents through the ROSS program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director is hereby authorized to commit match funding to the ROSS program FY2024.

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute the match certification and any other programmatic required documents as may be necessary.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 24th day of July 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: WILLWESC

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

TABLED RESOLUTION #24-74

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

WHEREAS, While the Sen. Byron M. Baer Open Public Meetings Act (OPRA
NJSA 10:4-6et seq.) requires all meetings of the Housing Authority of Gloucester County to be held
in public, NJSA 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in
"Executive Session", i.e., without the public being permitted to attend and:
WHEREAS, the Housing Authority of Gloucester County has determined that
issues are permitted by NJSA 10:4-12 (b) to be discussed without the public in attendance
shall be discussed during an Executive Session to be held on July 24th, 2024, 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 stature of rule of court
shall be rendered confidential or excluded from public discussion" the legal citation
to the provision at issue is and the
nature of the matter described as specifically as possible without undermining the need for confidentiality is
2) "Any matter in which the release of information would impair a right to receive funds
from the federal government." The nature of the matter, described as specifically as
possible without undermining the need for confidentiality is
3) "Any material the disclosure of which constitutes an unwarranted invasion of privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, healthy, custodial, child protections, rehabilitation, legal defenses, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is
4) "Any collective bargaining agreement, or the terms and conditions of which are

proposed for inclusion in any collective bargaining agreement, including the

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fı	Any matter involving the purchase lease or acquisition of real property with pands, the setting of bank rates or investment of public funds where it discussion of such matters were disclosed
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p o sp	Any tactics and techniques utilized in protecting the safety and property ublic provide that their disclosure could impair such protection. Any investig f violations or possible violations of the law." The nature of the matter, described as possible without undermining the need for confidence in the confidence of the matter.
"	Any pending or anticipated litigation or contract negotiation in which the
b p	Any pending or anticipated litigation or contract negotiation in which the pody is or may become a party. Any matter falling within the attorney-rivilege, to the extent that confidentiality is required in order for the attorney-exercise his ethical duties as a lawyer." The parties to and docket number of each
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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 care
understand, as precisely as possible, the nature of the matters that will privately be discussed.
BE IT FURTHER RESOLVED that the Secretary, on the next business day
following this meeting, shall furnish a copy of this resolution to any member of the public who
requests one at the fees allowed by NJSA 47:1A-1 et seq.
I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION APPROVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF GLOUCESTER COUNTY AT ITS PUBLIC MEETING HELD ON JULY 24, 2024.
ADOPTED at the Annual Meeting of the Housing Authority of Gloucester
County, held on the 24th day of July 2024.
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY
BY:
WILLIAM W. BAIN, JR., CHAIRMAN
ATTEST:
KIMBERLY GOBER, SECRETARY
DATE: <u>JULY 24, 2024</u>

9) "Any deliberation of a public body occurring after a public hearing that may result