

ENGLEWOOD HOUSING AUTHORITY

111 West Street

Englewood, New Jersey 07631

Tel.: (201) 871-3451

Fax: (201) 871-5908


RESOLUTION NO. 9 – 28 - 2015 (1)

OFFERED BY: Commissioner Raymond Aspinwall

SECONDED BY: Commissioner Raul Correa

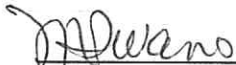
**BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE CITY OF ENGLEWOOD AS FOLLOWS:**

To approve the July 27, 2015 Board Meeting minutes.



Bruce Kane, Chairman

ATTEST



Maria Iwano, Executive Director

Chairman Bruce Kane	<u>Aye</u>
Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>

At the Board Meeting of September 28, 2015 (1) upon roll call of Commissioners present, all voted "Aye" and Resolution September 28, 2015 (1) as carried.

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RESOLUTION NO. 09-28-15 (2)

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD REJECTING THE
AWARD OF A CONTRACT TO BALLARD SPHAR, LLC FOR THE SPECIAL RAD COUNSEL**

OFFERED BY: Vice Chairman Ira Dermansky

SECONDED BY: Commissioner Raymond Aspinwall

WHEREAS, the Housing Authority of the City of Englewood requires special RAD Counsel services for the conversion of their public housing; and

WHEREAS, according with its procurement policy the Housing Authority did issue Request for Proposals and did receive only one on Tuesday, August 11, 2015; and

WHEREAS, the Authority reviewed the only offer and determined that **BALLARD SPHAR, LLC** was non-responsive in submitting the adequate proposal sheet with no amount of fee or amount of expected reimbursable and is not sustainable to the Authority; and

WHEREAS, the Executive Director recommends that the Request for Proposal be rejected; and

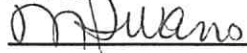
NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the City of Englewood, authorize the rejection of the Request for Proposal for the special RAD Counsel for the conversion of their public housing.



Bruce Kane, Chairman

Chairman Bruce Kane	<u>Aye</u>
Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>

ATTEST:



Maria Iwano, Executive Director

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RESOLUTION NO. 09-28-15 (3)

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD REJECTING AWARD
OF A CONTRACT TO THE METRO COMPANY, LLC
FOR TAX CREDIT CONSULTANT & FINANCIAL SERVICES TO PREPARE 4% LOW INCOME
HOUSING TAX CREDIT (LIHTC) APPLICATIONS AS PART OF THE HOUSING AUTHORITY'S RAD**

OFFERED BY: Vice-Chairman Ira Dermansky

SECONDED BY: Chairman Bruce Kane

WHEREAS, the Housing Authority of the City of Englewood requires a tax credit consultant and financial services to prepare 4% low income housing tax credit (LIHTC) applications as part of the Housing Authority's Rental Assistance Demonstration; and

WHEREAS, in accordance with the procurement policy of the Housing Authority did Request for Proposal and did receive only one on Tuesday, August 11, 2015; and

WHEREAS, the Authority reviewed the only offer and determined that **THE METRO COMPANY, LLC** significantly exceeded the cost amount and budget and is not sustainable to the Authority; and

WHEREAS, the Executive Director recommends that the Request for Proposal be rejected; and

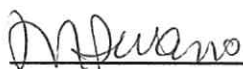
NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the City of Englewood, authorize the rejection of the Request for Proposal of tax credit consultant & financial services to prepare 4% low income housing tax credit (LIHTC) applications as part of the Housing Authority's RAD.



Bruce Kane, Chairman

Chairman Bruce Kane	<u>Aye</u>
Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>

ATTEST:



Maria Iwano, Executive Director

ENGLEWOOD HOUSING AUTHORITY

111 West Street

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TAX CREDIT CONSULTANT & FINANCIAL SERVICES

The Metro Company, LLC
242 10th Street
Jersey City, New Jersey 07302

Amount of Fee:

Metro's 2015 discounted non-profit and governmental hourly rate are as follows:

President:	\$245/hr.
Vice President:	\$220/hr.
Senior Associate:	\$185/hr.
Associate:	\$165/hr.
Administrative:	\$50/hr.

Based on these rates, it is anticipated that the fee for all required services spelled out in the RFP will not exceed \$200,000.

Amount of any expected reimbursable:

Reasonable expenses related to carrying out this assignment, such as photocopies, printing, binding, postage and overnight shipping and delivery charges, will be billed at Metro's cost and will not exceed \$2,000.

Other:

Metro's total fees, expense reimbursement, the scope of work and the term of the contract are fully negotiable.

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RESOLUTION NO. 09-28-15 (4)

**RESOLUTION OF THE HOSUING AUTHORITY OF THE CITY OF
ENGLEWOOD AUTHORIZING AWARD OF A CONTRACT TO
ADP FOR PAYROLL SERVICES**

OFFERED BY: Vice-Chairman Ira Dermansky
SECONDED BY: Commissioner Raymond Aspinwall

WHEREAS, the Housing Authority of the City of Englewood requires payroll services;
and

WHEREAS, in accordance with its procurement policy of the Housing Authority did
issue Request for Proposals and did receive only one on Wednesday, August 19, 2015;
and

WHEREAS, the Authority reviewed the offers and determined that **ADP** is a responsible
firm which submitted the most responsive offer in accordance with the Request for
Proposal; and

WHEREAS, based upon its evaluation and a review of references the Housing Authority
staff recommends that **ADP** be awarded a contract for a period of
one year with a one year extension in the amount of :

Processing Investment			
Product	Net Annual Fee	Billing Frequency	Per Processing Fee
ADP Complete Payroll & HR – includes 5 Background Checks	\$4,050.80	Bi-Weekly	\$155.80
Y/E Information Stmt. W2		Annually	\$129.00
W-2 Delivery		Annually	\$10.50
Setup Investment			
Product			Setup Fee
Implementation for ADP Complete Payroll & HR			\$200.00
Total Processing Fee	\$4,190.30		\$155.80
Total Setup Fee	\$200.00		\$200.00

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the City of Englewood, that a contract for payroll services for the Englewood Housing Authority for a period of one year with a one year extension in the amount of :

Processing Investment			
Product	Net Annual Fee	Billing Frequency	Per Processing Fee
ADP Complete Payroll & HR – includes 5 Background Checks	\$4,050.80	Bi-Weekly	\$155.80
Y/E Information Stmt. W2		Annually	\$129.00
W-2 Delivery		Annually	\$10.50
Setup Investment			
Product			Setup Fee
Implementation for ADP Complete Payroll & HR			\$200.00
Total Processing Fee	\$4,190.30		\$155.80
Total Setup Fee	\$200.00		\$200.00

; and

BE IT RESOLVED that legal counsel shall approve the appropriate form of contract.


Bruce Kane, Chairman

Chairman Bruce Kane	<u>Aye</u>
Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>

ATTEST:


Maria Iwano, Executive Director

ENGLEWOOD HOUSING AUTHORITY
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RESOLUTION NO. 09-28-2015 (5)

OFFERED BY: Vice-Chairman Ira Dermansky

SECONDED BY: Commissioner Raul Correa

BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE CITY OF ENGLEWOOD AS FOLLOWS:

WHEREAS, the Englewood Housing Authority is in the process of planning their
staff's Christmas Party; and

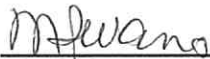
WHEREAS, the Authority will permit \$35.00 per person: and

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the
Englewood Housing Authority authorize a fee not to exceed \$35.00 per person.



Bruce Kane, Chairman

ATTEST:



Maria Iwano, Executive Director

Chairman Bruce Kane	<u>Aye</u>
Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>

At the Board Meeting of September 28, 2015 (5) upon roll call of
Commissioners present, all voted "Aye" and Resolution September 28, 2015 (5) as
carried.

ENGLEWOOD HOUSING AUTHORITY
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RESOLUTION NO. 09-28-15 (6)

OFFERED BY: Vice-Chairman Ira Dermansky
SECONDED BY: Commissioner Raul Correa

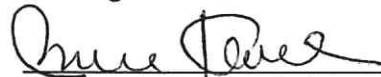
BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD AS FOLLOWS:

WHEREAS, the Englewood Housing Authority has received proposed additional charges from **GRIFFITH CONSTRUCTION** regarding the removal of sub floor and installation of a new sub floor for the Westmoor Gardens bathroom project; and

WHEREAS, GRIFFITH CONSTRUCTION entered into a contract with Westmoor Gardens and during their work noted that there was unforeseen need to remove the sub floor and installation of a new sub floor for the Westmoor Gardens bathroom project; and

WHEREAS, GRIFFITH CONSTRUCTION is requesting additional charges which includes the removal of the removal of sub floor and installation of a new sub floor for the Westmoor Gardens bathroom project in the amount of \$525.00; and

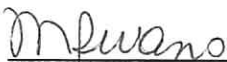
NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Englewood Housing Authority authorizes the total charges to **GRIFFITH CONSTRUCTION**.



Bruce Kane, Chairman

Chairman Bruce Kane	<u>Aye</u>
Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>

ATTEST:



Maria Iwano, Executive Director

How many Apts?
Additional
? Need AIA OKW

3/4 Ply



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RESOLUTION NO. 09-28-15 (7)

OFFERED BY: Commissioner Raymond Aspinwall

SECONDED BY: Commissioner Raul Correa


**BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE CITY OF ENGLEWOOD AS FOLLOWS:**

WHEREAS, the Englewood Housing Authority has received proposed additional charges from **GRIFFITH CONSTRUCTION** regarding the removal and installation of 38 hot and cold off valves in buildings 165, 155 and 175 which shall include the supplying of materials with labor for Westmoor Gardens bathroom project; and

WHEREAS, GRIFFITH CONSTRUCTION entered into a contract with Westmoor Gardens and during their work noted that there was unforeseen need to remove and install of 38 hot and cold off valves in building 165, 155 and 175 for the Westmoor Gardens bathroom project; and


WHEREAS, GRIFFITH CONSTRUCTION is requesting additional charges which includes the removal and installation of 38 hot and cold off valves in buildings 165, 155 and 175 which shall include the supplying of materials with labor for the Westmoor Gardens bathroom project in the amount of \$8,075.00; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Englewood Housing Authority authorizes the total charges to **GRIFFITH CONSTRUCTION**.


Bruce Kane, Chairman

Chairman Bruce Kane	<u>Aye</u>
Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>

ATTEST:


Maria Iwano, Executive Director

W WITH AIA
OK?

ENGLEWOOD HOUSING AUTHORITY

111 West Street

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RESOLUTION NO. 09 – 28 – 15 (8)

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD
APPROVING BILLS AND CLAIMS FOR THE PERIOD
OF
AUGUST**

OFFERED BY: Chairman Bruce Kane

SECONDED BY: Vice-Chairman Ira Dermansky


WHEREAS, the bills and claims per the attached listing (voucher numbers through)

Foti-	001201
E.H.M.S. -	001201
Tibbs –	002160
Revolving -	002245
Section 8 -	001738
W.G. -	002599

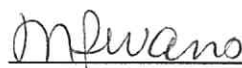
were reviewed and found acceptable as amended at the meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the City of Englewood approve disbursement and payment of all checks on the attached listing for the period of August 1st through 31st.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Housing Authority of the City of Englewood approve payment of all other checks identified on the attached listing for the period of August.


Bruce Kane, Chairman

ATTEST:


Maria Iwano, Executive Director

Chairman Bruce Kane	<u>Aye</u>
Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>

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RESOLUTION NO. 09 – 28 – 15 (9)
RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD
APPROVING BILLS AND CLAIMS FOR THE PERIOD
OF
SEPTEMBER

OFFERED BY: Commissioner Raul Correa
SECONDED BY: Commissioner Bruce Kane

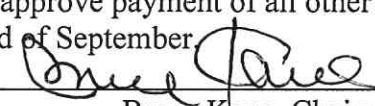
WHEREAS, the bills and claims per the attached listing (voucher numbers through)

E.H.M.S. –	001202
Foti-	001204
Revolving -	002270
Section 8 -	001743
Tibbs –	002175
W.G. -	002622

were reviewed and found acceptable as amended at meeting.


NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the City of Englewood approve disbursement and payment of all checks on the attached listing for the period of September 1st through 30th.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Housing Authority of the City of Englewood approve payment of all other checks identified on the attached listing for the period of September


Bruce Kane, Chairman

Chairman Bruce Kane	<u>Aye</u>
Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>

ATTEST:


Maria Iwano, Executive Director

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RESOLUTION NO. 09-28-15 (10)

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD AWARDING A CONTRACT TO DECOTIIS, FITZPATRICK & COLE, LLP FOR THE SPECIAL RAD COUNSEL

OFFERED BY: Commissioner Raymond Aspinwall

SECONDED BY: Commissioner Raul Correa

WHEREAS, the Housing Authority of the City of Englewood requires special RAD Counsel services for the conversion of their public housing; and

WHEREAS, according with its procurement policy the Housing Authority did issue Request for Proposals and did receive 3 on Wednesday, September 16, 2015; and

WHEREAS, the Authority reviewed the only offer and determined that **DECOTIIS, FITZPATRICK & COLE, LLP** is a responsible firm which submitted the most responsive offer in accordance with the Request for Proposal; and

WHEREAS, based upon its evaluation and a review of references the Housing Authority staff recommends that **DECOTIIS, FITZPATRICK & COLE, LLP** be awarded a contract for the amount of:

Not to exceed maximum fee: \$20,000.00

Services for financing and/or

LIHT Credit issues:

\$65,000.00

Hourly rate for other services: \$175.00 (attorneys)

\$95.00 (paralegals)

\$100.00 (travel)

Amount of any expected reimbursable:

Photocopies: \$.30 per page

Printing: \$.10 per page

CD Copy: \$5.00

Faxes: \$.25 per page

Color Copies: \$.65 per page
DVD Copy: \$10.00

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the City of Englewood that a contract for the special RAD Counsel for the conversion of their public housing awarded to **DECOTIIS, FITZPATRICK & COLE, LLP** for the amount of:

Not to exceed maximum fee: \$20,000.00

Services for financing and/or

LIHT Credit issues:

\$65,000.00

Hourly rate for other services: \$175.00 (attorneys)

\$95.00 (paralegals)

\$100.00 (travel)

Amount of any expected reimbursable:

Photocopies: \$.30 per page

Printing: \$.10 per page

CD Copy: \$5.00

Faxes: \$.25 per page

Color Copies: \$.65 per page

DVD Copy: \$10.00

BE IT RESOLVED, that legal counsel shall approve the appropriate form of contract.


Bruce Kane, Chairman

Chairman Bruce Kane	<u>Aye</u>
Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>

ATTEST:


Maria Iwano, Executive Director

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RESOLUTION NO. 09-28-15 (11)

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD AWARDING A
CONTRACT TO NW FINANCIAL GROUP LLC
FOR TAX CREDIT CONSULTANT & FINANCIAL SERVICES TO PREPARE 4% LOW INCOME
HOUSING TAX CREDIT (LIHTC) APPLICATIONS AS PART OF THE HOUSING AUTHORITY'S RAD**

OFFERED BY: Commissioner Raymond Aspinwall

SECONDED BY: Commissioner Raul Correa

WHEREAS, the Housing Authority of the City of Englewood requires a tax credit consultant and financial services to prepare 4% low income housing tax credit (LIHTC) applications as part of the Housing Authority's Rental Assistance Demonstration; and

WHEREAS, in accordance with the procurement policy of the Housing Authority did Request for Proposal and did receive 3 on Wednesday, September 16, 2015; and

WHEREAS, the Authority reviewed the only offer and determined that **NW FINANCIAL GROUP LLC** is a responsible firm which submitted the most responsive offer in accordance with the Request for Proposals; and

WHEREAS, based upon its evaluation and a review of references the Housing Authority staff recommends that **NW FINANCIAL GROUP LLC** be awarded a contract for the amount of:

Amount of Fee:

Hourly rate of \$200.00 per hr.

1% of the permanent mortgage

1% of the tax credit equity

Amount of any expected reimbursable:

Other: See attached

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the City of Englewood that a contract for the tax credit consultant & financial services to prepare 4% low income housing tax credit (LIHTC) applications as part of the Housing Authority's RAD be awarded to **NW FINANCIAL GROUP LLC** for the amount of:

Amount of Fee:

Hourly rate of \$200.00 per hr.

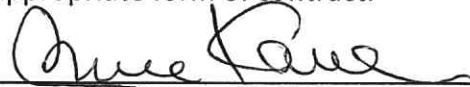
1% of the permanent mortgage

1% of the tax credit equity

Amount of any expected reimbursable:

Other: See attached

BE IT RESOLVED that legal counsel shall approve the appropriate form of contract.



Bruce Kane, Chairman

Chairman Bruce Kane	<u>Aye</u>
Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>

ATTEST:



Maria Iwano, Executive Director

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RESOLUTION NO. 9 – 28 - 15 (12)

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD
AUTHORIZING AWARD OF A CONTRACT TO MAZTECK FOR COMPUTER
HARDWARE/SOFTWARE MAINTENANCE**

OFFERED BY: Vice-Chairman Ira Dermansky

SECONDED BY: Chairman Bruce Kane

WHEREAS, the Housing Authority of the City of Englewood requires computer hardware/software maintenance; and

WHEREAS, in accordance with its procurement policy the Housing Authority did issue Requests for Proposals and did receive only one on September 22, 2015; and

WHEREAS, the Authority reviewed the only offer and determined that **MAZTECK** is a responsible firm which submitted the only responsive offer in accordance with the Request for Proposal; and

WHEREAS, based upon its evaluation and a review of references the Housing Authority staff recommends that **MAZTECK** be awarded a contract for a period of two years in the amount of:

\$ 75.00 per hour year one

\$ 75.00 per hour year two

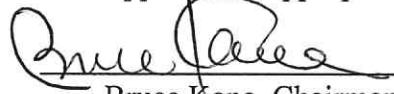
for computer hardware/software maintenance.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the City of Englewood, that a contract for computer hardware/software maintenance be awarded to **MAZTECK** for a period of two year in the amount of:


\$ 75.00 per hour year one

\$ 75.00 per hour year two.

BE IT FURTHER RESOLVED that legal counsel shall approve the appropriate form of contract.


Bruce Kane, Chairman

ATTEST:



Maria Iwano, Executive Director

Chairman Bruce Kane	<u>Aye</u>
Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>

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RESOLUTION NO. 9-28-2015 (13)

OFFERED BY: Vice-Chairman Ira Dermansky

SECONDED BY: Chairman Bruce Kane

BE IT RESOLVED, that the Board of Trustees of the Englewood Housing Authority wishes to enter into a grant agreement with the County of Bergen for the purpose of using

\$25,000.00 in 2015 Community Development Grant funds for Foti Property

(rehabilitation of bathrooms) at 115 Humphrey Street, Englewood, New Jersey; and

BE IT FURTHER RESOLVED, that the Board of Trustees hereby authorizes Maria Iwano, Executive Director to be signatory to the aforesaid grant agreement; and

BE IT FURTHER RESOLVED, that the Board of Trustees hereby authorizes Maria Iwano, Executive Director to sign all County vouchers submitted in connection with the aforesaid project; and

BE IT FURTHER RESOLVED, that the Board of Trustees recognizes that Englewood Housing Authority is liable for any funds not spent in accordance with the Grant Agreement; and that liability of Board members is in accordance with N.J.S.A. 2A:53A-7 et. seq.

This resolution was adopted by the Board of Trustees of the Englewood Housing Authority at a meeting on Monday, September 28, 2015.

BY: 
President

ATTEST: 
Secretary

OFFERED BY: Chairman Bruce Kane

SECONDED BY: Commissioner Raul Correa

**RESOLUTION TO RENEW MEMBERSHIP IN THE
NEW JERSEY PUBLIC HOUSING AUTHORITY**

JOINT INSURANCE FUND

WHEREAS, Public Housing Authorities in the State of New Jersey are permitted to join together to form a Joint Insurance Fund as permitted by N.J.S.A. 40A:10-36 et.seq.; and

WHEREAS, the statutes regulating the creation and establishment of a Joint Insurance Fund contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such fund; and

WHEREAS, the governing body of the Englewood Housing Authority has determined that membership in the Joint Insurance Fund is in the best interest of the Authority.

NOW THEREFORE, BE IT RESOLVED, that the governing body of the Authority does hereby resolve and agree to renew its membership in the NJPHA Joint Insurance Fund, effective January 1, 2016 to expire on December 31, 2018 for the purpose of establishing the following types of coverage:

1. Workers' Compensation and Employer's Liability;
2. Liability, other than motor vehicle;
3. Property Damage, other than motor vehicle;
4. Motor Vehicle.
5. Public Officials Liability/Employment Practices Liability

BE IT FURTHER RESOLVED that Maria Iwano, Executive Director is authorized to execute the application for membership and the accompanying certification on behalf of the Authority and

BE IT FURTHER RESOLVED that the governing body is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying their membership in the FUND as are required by the FUND'S Bylaws and to deliver same to the Administrator of the FUND with the express reservation that said document shall become effective only upon the applicant's admission to the FUND following approval by the FUND, passage by the Authority of a Resolution Accepting Assessment and approval by the New Jersey Department of Insurance and the Department of Community Affairs.

AYES - Chairman Kane, Vice Chairman Dermansky, Commissioner Aspinwall and Commissioner
NAYS Correa.

ABSTAIN

Absent - Commissioner Johnson-Rothman

By: M. Iwano

Signature

Date: September 28, 2015

**INDEMNITY AND TRUST AGREEMENT
FOR THE
NEW JERSEY PUBLIC HOUSING AUTHORITY
JOINT INSURANCE FUND**

THIS AGREEMENT, made this 28th day of September 2015, in the County of Bergen, State of New Jersey, By and Between, New Jersey Public Housing Authority Joint Insurance Fund referred to as "FUND," and the governing body of the Englewood Housing, a duly constituted public housing authority hereinafter referred to as "**Authority**."

WITNESSETH:

WHEREAS, several **Authorities** have collectively formed a Joint Insurance Fund as authorized pursuant to NJSA 40A:10-36 et seq., and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the **Authority** has agreed to continue to be a member of the FUND in accordance with the Bylaws of the FUND and in consideration of such obligations shall share in the benefits derived by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The **Authority** accepts the FUND's Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of the said Bylaws and the pertinent statutes and Administrative Regulations pertaining to same.
2. The **Authority** agrees to participate in the FUND with respect to the types of insurance listed in their Resolution authorizing their application to the Fund.
3. The **Authority** agrees to remain a member of the FUND for a period, the commencement of which shall begin on January 1, 2016, and expire on December 31, 2018.
4. The **Authority** certifies that it has never defaulted any claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to the date hereof.
5. In consideration of membership in the FUND, the **Authority** agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, all of whom as a condition of membership in the FUND shall execute a verbatim counterpart of this agreement and by execution hereof the full faith and credit of the **Authority** is pledged to the punctual payments of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable Statute. However, nothing herein shall be construed as an obligation of the **Authority** for claims and expenses that are not covered by the FUND, or for that portion of any claim or liability within the individual **Authority** retained limit or in an amount which exceeds the FUND's limit of liability.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the **Authority** agrees to reimburse the FUND for all such reasonable expenses, fees, and costs on demand.
7. The **Authority** and the FUND agree that the FUND shall hold all monies in excess of the individual **Authority** retained loss fund paid by the **Authority** to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with N.J.A.C. 11:15-2.1 et seq.
8. The FUND shall establish separate Trust Accounts for each of the following categories of risk and liability:
 1. Workers' Compensation and Employer's Liability;
 2. Liability, other than motor vehicle;
 3. Property Damage, other than motor vehicle;
 4. Motor Vehicle.
 5. Public Officials Liability

The FUND shall maintain Trust Accounts aforementioned in accordance with NJSA 40A:10-36 et seq., and such other statutes as may be applicable. More specifically, each of the aforementioned separate Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and excess insurance of reinsurance premiums for each such risk or liability or as "surplus" as such term is defined by NJAC 11:15-2.2.

9. Each **Authority** being a member of the Fund shall be obligated to execute this Agreement.

By: M. Duano
Signature

Date: September 28, 2015

OFFERED BY: Chairman Bruce Kane

SECONDED BY: Commissioner Raul Correa

**RESOLUTION TO RENEW MEMBERSHIP IN THE
NEW JERSEY PUBLIC HOUSING AUTHORITY**

JOINT INSURANCE FUND

WHEREAS, Public Housing Authorities in the State of New Jersey are permitted to join together to form a Joint Insurance Fund as permitted by N.J.S.A. 40A:10-36 et.seq.; and

WHEREAS, the statutes regulating the creation and establishment of a Joint Insurance Fund contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such fund; and

WHEREAS, the governing body of the Housing Management Services Housing Authority has determined that membership in the Joint Insurance Fund is in the best interest of the **Authority**.

NOW THEREFORE, BE IT RESOLVED, that the governing body of the **Authority** does hereby resolve and agree to renew its membership in the NJPHA Joint Insurance Fund, effective January 1, 2016 to expire on December 31, 2018 for the purpose of establishing the following types of coverage:

1. Workers' Compensation and Employer's Liability;
2. Liability, other than motor vehicle;
3. Property Damage, other than motor vehicle;
4. Motor Vehicle.
5. Public Officials Liability/Employment Practices Liability

BE IT FURTHER RESOLVED that Maria Iwano, Executive Director is authorized to execute the application for membership and the accompanying certification on behalf of the **Authority** and

BE IT FURTHER RESOLVED that the governing body is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying their membership in the FUND as are required by the FUND'S Bylaws and to deliver same to the Administrator of the FUND with the express reservation that said document shall become effective only upon the applicant's admission to the FUND following approval by the FUND, passage by the Authority of a Resolution Accepting Assessment and approval by the New Jersey Department of Insurance and the Department of Community Affairs.

AYES - Chairman Kane, Vice Chairman Dermansky, Commissioner Aspinwall and Commissioner
NAYS Correa

ABSTAIN

Absent - Commissioner Johnson-Rothman

By: M. Iwano

Signature

Date: September 28, 2015

**INDEMNITY AND TRUST AGREEMENT
FOR THE
NEW JERSEY PUBLIC HOUSING AUTHORITY
JOINT INSURANCE FUND**

THIS AGREEMENT, made this 28th day of September 2015, in the County of Bergen, State of New Jersey, By and Between, New Jersey Public Housing Authority Joint Insurance Fund referred to as "FUND," and the governing body of the Housing Management Services, a duly constituted public housing authority hereinafter referred to as "Authority."

WITNESSETH:

WHEREAS, several Authorities have collectively formed a Joint Insurance Fund as authorized pursuant to NJSA 40A:10-36 et seq., and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the Authority has agreed to continue to be a member of the FUND in accordance with the Bylaws of the FUND and in consideration of such obligations shall share in the benefits derived by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The Authority accepts the FUND's Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of the said Bylaws and the pertinent statutes and Administrative Regulations pertaining to same.
2. The Authority agrees to participate in the FUND with respect to the types of insurance listed in their Resolution authorizing their application to the Fund.
3. The Authority agrees to remain a member of the FUND for a period, the commencement of which shall begin on January 1, 2016, and expire on December 31, 2018.
4. The Authority certifies that it has never defaulted any claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to the date hereof.
5. In consideration of membership in the FUND, the Authority agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, all of whom as a condition of membership in the FUND shall execute a verbatim counterpart of this agreement and by execution hereof the full faith and credit of the Authority is pledged to the punctual payments of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable Statute. However, nothing herein shall be construed as an obligation of the Authority for claims and expenses that are not covered by the FUND, or for that portion of any claim or liability within the individual Authority retained limit or in an amount which exceeds the FUND's limit of liability.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the **Authority** agrees to reimburse the FUND for all such reasonable expenses, fees, and costs on demand.
7. The **Authority** and the FUND agree that the FUND shall hold all monies in excess of the individual **Authority** retained loss fund paid by the **Authority** to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with N.J.A.C. 11:15-2.1 et seq.
8. The FUND shall establish separate Trust Accounts for each of the following categories of risk and liability:
 1. Workers' Compensation and Employer's Liability;
 2. Liability, other than motor vehicle;
 3. Property Damage, other than motor vehicle;
 4. Motor Vehicle.
 5. Public Officials Liability

The FUND shall maintain Trust Accounts aforementioned in accordance with NJSA 40A:10-36 et seq., and such other statutes as may be applicable. More specifically, each of the aforementioned separate Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and excess insurance of reinsurance premiums for each such risk or liability or as "surplus" as such term is defined by NJAC 11:15-2.2.

9. Each **Authority** being a member of the Fund shall be obligated to execute this Agreement.

By: M. Duano
Signature

Date: September 28, 2015

OFFERED BY: Chairman Bruce Kane

SECONDED BY: Commissioner Raul Correa

**RESOLUTION TO RENEW MEMBERSHIP IN THE
NEW JERSEY PUBLIC HOUSING AUTHORITY**

JOINT INSURANCE FUND

WHEREAS, Public Housing Authorities in the State of New Jersey are permitted to join together to form a Joint Insurance Fund as permitted by N.J.S.A. 40A:10-36 et.seq.; and

WHEREAS, the statutes regulating the creation and establishment of a Joint Insurance Fund contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such fund; and

WHEREAS, the governing body of the Westmoor Gardens Housing Authority has determined that membership in the Joint Insurance Fund is in the best interest of the **Authority**.

NOW THEREFORE, BE IT RESOLVED, that the governing body of the **Authority** does hereby resolve and agree to renew its membership in the NJPHA Joint Insurance Fund, effective January 1, 2016 to expire on December 31, 2018 for the purpose of establishing the following types of coverage:

1. Workers' Compensation and Employer's Liability;
2. Liability, other than motor vehicle;
3. Property Damage, other than motor vehicle;
4. Motor Vehicle.
5. Public Officials Liability/Employment Practices Liability

BE IT FURTHER RESOLVED that Maria Iwano, Executive Director is authorized to execute the application for membership and the accompanying certification on behalf of the **Authority** and

BE IT FURTHER RESOLVED that the governing body is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying their membership in the FUND as are required by the FUND'S Bylaws and to deliver same to the Administrator of the FUND with the express reservation that said document shall become effective only upon the applicant's admission to the FUND following approval by the FUND, passage by the Authority of a Resolution Accepting Assessment and approval by the New Jersey Department of Insurance and the Department of Community Affairs.

AYES - Chairman Kane, Vice Chairman Dermansky, Commissioner Aspinwall and Commissioner
NAYS Correa.

ABSTAIN

Absent @ Commissioner Johnson-Rothman

By: M. Iwano

Date: September 28, 2015

Signature

**INDEMNITY AND TRUST AGREEMENT
FOR THE
NEW JERSEY PUBLIC HOUSING AUTHORITY
JOINT INSURANCE FUND**

THIS AGREEMENT, made this 28th day of September 2015, in the County of Bergen, State of New Jersey, By and Between; New Jersey Public Housing Authority Joint Insurance Fund referred to as "FUND," and the governing body of the Westmoor Gardens, a duly constituted public housing authority hereinafter referred to as "Authority."

WITNESSETH:

WHEREAS, several **Authorities** have collectively formed a Joint Insurance Fund as authorized pursuant to NJSA 40A:10-36 et seq., and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the **Authority** has agreed to continue to be a member of the FUND in accordance with the Bylaws of the FUND and in consideration of such obligations shall share in the benefits derived by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The **Authority** accepts the FUND's Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of the said Bylaws and the pertinent statutes and Administrative Regulations pertaining to same.
2. The **Authority** agrees to participate in the FUND with respect to the types of insurance listed in their Resolution authorizing their application to the Fund.
3. The **Authority** agrees to remain a member of the FUND for a period, the commencement of which shall begin on January 1, 2016, and expire on December 31, 2018.
4. The **Authority** certifies that it has never defaulted any claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to the date hereof.
5. In consideration of membership in the FUND, the **Authority** agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, all of whom as a condition of membership in the FUND shall execute a verbatim counterpart of this agreement and by execution hereof the full faith and credit of the **Authority** is pledged to the punctual payments of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable Statute. However, nothing herein shall be construed as an obligation of the **Authority** for claims and expenses that are not covered by the FUND, or for that portion of any claim or liability within the individual **Authority** retained limit or in an amount which exceeds the FUND's limit of liability.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the **Authority** agrees to reimburse the FUND for all such reasonable expenses, fees, and costs on demand.
7. The **Authority** and the FUND agree that the FUND shall hold all monies in excess of the individual **Authority** retained loss fund paid by the **Authority** to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with N.J.A.C. 11:15-2.1 et seq.
8. The FUND shall establish separate Trust Accounts for each of the following categories of risk and liability:
 1. Workers' Compensation and Employer's Liability;
 2. Liability, other than motor vehicle;
 3. Property Damage, other than motor vehicle;
 4. Motor Vehicle.
 5. Public Officials Liability

The FUND shall maintain Trust Accounts aforementioned in accordance with NJSA 40A:10-36 et seq., and such other statutes as may be applicable. More specifically, each of the aforementioned separate Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and excess insurance of reinsurance premiums for each such risk or liability or as "surplus" as such term is defined by NJAC 11:15-2.2.

9. Each **Authority** being a member of the Fund shall be obligated to execute this Agreement.

By: M. Luano
Signature

Date: September 28, 2015

Fax: (201) 871-5908

Absent