111 West Street

Englewood, New Jersey 07631

Tel.: (201) 871-3451 Fax: (201) 871-5908

RESOLUTION NO. 10- 25- 2021 (1)

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD APPROVING THE MINUTES OF THE SEPTEMBER 27, 2021 BOARD OF COMMISSIONERS MEETING

OFFERED BY: Commissioner Whilby SECONDED BY: Commissioner Gustein

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

To approve the September 27, 2021 Board Meeting minutes.

Carlos Aguila, Jr., Chairman

ATTEST:

Domingo Senande, Executive Director

Chairman Carlos Aguila, Jr. Vice Chairwoman Melvina Cobb Commissioner Desiree Chaney Commissioner Raul Correa Commissioner Elisha Gurfein Commissioner Alfanso Whilby

Aye Aye Aye

At the Board Meeting of <u>October 25, 2021 (1)</u> upon roll call of Commissioners present, all voted "Aye" and Resolution <u>October 25, 2021 (1)</u> as carried.

ENGLEWOOD HOUSING AUTHORITY 111 West Street

Englewood, New Jersey 07631

Tel.: (201) 871-3451 Fax: (201) 871-5908

RESOLUTION NO. 10-25-2021 (2)

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD
APPROVING THE MINUTES OF THE
OCTOBER 18, 2021
SPECIAL BOARD OF COMMISSIONERS MEETING

OFFERED BY: Vice Chairwoman Cobb SECONDED BY: Chairman Aguila

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

To approve the October 18, 2021 special Board Meeting minutes.

Carlos Aguila, Jr., Chairman

ATTEST:

Domingo Senande, Executive Director

Chairman Carlos Aguila, Jr.
Vice Chairwoman Melvina Cobb
Commissioner Desiree Chaney
Commissioner Raul Correa
Commissioner Elisha Gurfein
Commissioner Alfanso Whilby

At the Board Meeting of <u>October 25, 2021 (2)</u> upon roll call of Commissioners present, all voted "Aye" and Resolution <u>October 25, 2021 (2)</u> as carried.

2022 (2022-2023) HOUSING AUTHORITY BUDGET RESOLUTION ENGLEWOOD HOUSING AUTHORITY

\mathcal{D}	4.4	(Name)			
I E	SOLUTION NO.	· Octobe	r 25,2021 (3)	
F YI	FROM:1/	/1/2022	TO:12/31/2022	/	
TALLAD, HE ADDIS RUGO	? ! Chairman Ag		EUNDED BY!	Ommissioner Correct	
WHEREAS, the Annual Budge 1, 2022 and ending, December its open public meeting of Octo	31, 2022 has been presen	he Englewood Ho ited before the on	ousing Authority for the fisc	al year beginning, January	
WHEREAS, the Annual Budg Accumulated Deficit if any, of and	et as introduced reflects T \$ 11,903,807 and Total U	Fotal Revenues o	f \$ 11,964,066, Total Appropriate of	opriations, including any	
and		•	ostaon utinzed of	;	
WHEREAS, the Capital Budge Position planned to be utilized	et as introduced reflects To as funding thereof, of \$	otal Capital Appı 0	ropriations of \$8,000,000 ar	nd Total Unrestricted Net	
WHEREAS, the schedule of reanticipated revenues to satisfy	ents, fees and other charg	ges in effect will			
anticipated revenues to satisfy outlays, debt service requirement	all obligations to the holents, and to provide for s	lders of bonds of	the Authority, to meet op	s, together with all other erating expenses, capital	
contracts and agreements; and	(*	, ш	as may be required by lav	v, regulation or terms of	
WHEREAS, the Capital Budge funds; rather it is a document	t/Program, pursuant to N	<u>I.J.A.C.</u> 5:31-2, d	oes not confer any authoric	zation to roige as a l	
authorization to expend funde	for the many 1	,	s planning and manageme	ent objectives. Specific	
resolution, by a project financin other means provided by law.	g agreement, by resolution	n appropriating fi	or the budget, must be grained and indicate the grain and grain	nted elsewhere; by bond Replacement Reserve or	
NOW, THEREFORE BE IT P	ESOLVED 1				
NOW, THEREFORE BE IT R meeting held on October 25, 20	21 that the Annual Budge	ning body of the	Englewood Housing Auth	ority, at an open public	
meeting held on October 25, 2021 that the Annual Budget, including all related schedules, and the Capital Budget/Program of the Englewood Housing Authority for the fiscal year beginning, 1/1/2022 and ending, 12/31/2022 is hereby approved; and					
BE IT FURTHER RESOLVED, that the antisinated and a second a second and					
meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Housing Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and					
BE IT FURTHER RESOLVED	that the governing 1 1	Cit was	Housing Authority will con	sider the Annual Dad	
	adoption on December 20	0, 2021.	/ /	order the Alindar Budget	
(Secretary's Signature)	usude		10/26/202	.(
Governing Body	Donald III		(Date)		
Member:	Recorded Vote Aye Nay	Abstain	Absent		
Note Fill in the name of Ea	ach Commissis				
carlos Aguila, Jr.	Aye	a indicate then	recorded Vote		
Melvina Cobb	Aye				
Desiree Chaney	Aye				
Rayl Correa	11-				
Elista burfein	AUR				
Desiree Chaney Raul Correa Elisha burfein Alfanso Whilby	Aue	Page C-5			
	/ \ - -				

Board Resolution Approving the AMP Budgets PHA Board Resolution Approving Operating Budget OMB No. 2577-0026 Approving (exp. 10/31/2009) U.S. Department of Housing and Urban Development Office of Public and Indian Housing Real Estate Assessment Center (PIH-REAC) Previous editions are obsolete form HUD-52574 (08/2005) Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality. PHA Name: Englewood Housing Authority PHA Code: NJ055 PHA Fiscal Year Beginning: 1/1/2022 Board Resolution Number: Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable): DATE Operating Budgets (for COCC and all Projects) approved by Board resolution on: ☐ Operating Budget submitted to HUD, if applicable, on: 10/25/2021 ☐ Operating Budget revision approved by Board resolution on: ☐ Operating Budget revision submitted to HUD, if applicable, on: I certify on behalf of the above-named PHA that: 1. All statutory and regulatory requirements have been met; 2. The PHA has sufficient operating reserves to meet the working capital needs of its developments; 3. Proposed budget expenditures are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents; 4. The budget indicates a source of funds adequate to cover all proposed expenditures; 5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(e) and (f); and 6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.325. I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3/29 and 3802)

Previous editions are obsolete form

HUD-52574 (08/2005)

111 West Street

Englewood, New Jersey 07631

Tel.: (201) 871-3451 Fax: (201) 871-5908

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD APPROVING THE ENGLEWOOD HOUSING MANAGEMENT SERVICES, INC. 2022 BUDGET

RESOLUTION NO. 10- 25- 2021 (5)

OFFERED BY: Commissioner (SECONDED BY: Commissioner

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

To approve the Englewood Housing Management Services 2022 budget.

ATTEST:

Carlos Aguila. Jr., Chairman

Domingo Senande Executive Director

Chairman Carlos Aguila, Jr. Vice Chairwoman Melvina Cobb Commissioner Desiree Chaney Commissioner Raul Correa Commissioner Elisha Gurfein Commissioner Alfanso Whilby

At the Board Meeting of October 25, 2021 (5) upon roll call of Commissioners present, all voted "Aye" and Resolution October 25, 2021 (5) as carried.

111 West Street

Englewood, New Jersey 07631

Tel.: (201) 871-3451 Fax: (201) 871-5908

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD APPROVING THE JOHN J. FOTI 2022 BUDGET

RESOLUTION NO. 10-25-2021 (6)

OFFERED BY: Chairman Aguila SECONDED BY: Vice Chairman Coldo

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

To approve the John J. Foti 2022 budget.

ATTEST:

Carlos Aguita, Jr., Chairman

Domingo Senande, Executive Director

Chairman Carlos Aguila, Jr.
Vice Chairwoman Melvina Cobb
Commissioner Desiree Chaney
Commissioner Raul Correa
Commissioner Elisha Gurfein
Commissioner Alfanso Whilby

At the Board Meeting of October 25, 2021 (6) upon roll call of Commissioners present, all voted "Aye" and Resolution October 25, 2021 (6) as carried.

111 West Street

Englewood, New Jersey 07631

Tel.: (201) 871-3451 Fax: (201) 871-5908

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD APPROVING THE WESTMOOR GARDENS, INC 2022 BUDGET

RESOLUTION NO. 10-25-2021 (7)

OFFERED BY: Commissioner Unilby SECONDED BY: Commissioner Chaney

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

To approve the Westmoor Gardens, Inc. 2022 budget.

Carlos Aguila Jr., Chairman

ATTEST:

Domingo Senande, Executive Director

Chairman Carlos Aguila, Jr.
Vice Chairwoman Melvina Cobb
Commissioner Desiree Chaney
Commissioner Raul Correa
Commissioner Elisha Gurfein
Commissioner Alfanso Whilby

Aye Aye Aye Aye

At the Board Meeting of October 25, 2021 (7) upon roll call of Commissioners present, all voted "Aye" and Resolution October 25, 2021 (7) as carried.

MESOLUTION 10-25-21 (83.)

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

TOTAL TELEVISION OF THE PROPERTY OF THE PROPER	
THIS AGREEMENT	
THIS AGREEMENT, made this 25 ru day of Crober day of Authority Joint Insurance Fund referred to as:"FUND," and the government of the Therefore to a series of the there are the the there are the the there are the	20.04
Authority Joint Income, State of New Jersey, By and Between New Jersey	in the
the Therefore Fund referred to as:"FUND," and the government of the second to the seco	ey Public Housing
Authority Joint Insurance Fund referred to as:"FUND," and the government of the Authority."	inafter referred to
WITNEGGOOD	Oretred to

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

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, 2022, and expire on December 31, 2024.
- 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
- 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.

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

WHEREAS, the governing body of the LUCILIE DOOD Flousing 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, 2022 to expire on December 31, 2024 for the purpose of establishing the following

- 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 execute the application for membership and the accompanying certification on behalf of the

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

Le (Carlos Aguila, Ir: Medvina Cobb; Birer Chaney; Raul Correa; AYES NAYS ABSTAIN O

uthorized Signature

Date: OCTOBER 25 2021

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

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. Housing Authority Name Authorized Signature - Print 2021 Member - Do Not Sign below NJ Public Housing Authority Joint Insurance Fund By: Chairman Date:

ИЕЗОНИПОН 10-65-21 (8b.)

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

THIC ACRES	-	THE PUMP	
C. AGREEMENT, made	this 250		
County of	State of M	_day of _(_)c	ThR=10 2021
County of Authority Joint Insurance	state of New Jersey,	By and Between	Now!
County of Authority Joint Insurance the State Manager as "Authority."	Fund referred to	ac. "ELDID "	, New Jersey Public Housing
SEISVICES	a duly constituted	as. TOND, and	d the governing hady of
as "Authority."	onstituted pi	ablic housing aut	hority hereinoften
			to design the second to
XX/IODATES CO.			

WITNESSETH:

WHEREAS, several Authorities have collectively formed a Joint Insurance Fund as authorized pursuant to NJSA 40A:10-36 ct 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:

- 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, 2022, and expire on December 31, 2024.
- 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 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
 - 1. Workers' Compensation and Employer's Liability; 2.
 - Liability, other than motor vehicle;
 - 3. Property Damage, other than motor vehicle; 4.
 - Motor Vehicle.
 - Public Officials Liability/Employment Practices Liability 5.

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.

Housing Authority Name	Authorized Signature - Print
Date Date	Authorized Signatury - Sign
Member – Do Not Sign below NJ Public Housing Authority Joint Insurance Fund	Attest Menone
By:Chairman	
Attest:	Date:

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

WHEREAS, the governing body of the SERVICES Luc. 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, 2022 to expire on December 31, 2024 for the purpose of establishing the following

- Workers' Compensation and Employer's Liability; 1.
- 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 execute the application for membership and the accompanying certification on behalf of the

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

6 (Carlos Aguila, Ir.; Mclvina Cobb; Desiree Chaney; Raul Correa; AYES NAYS ABSTAIN C

Authorized Signature

Date: October 25 2021

PESONUTION 10-25-21 (8C,)

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

County of 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 County of State of New Jersey 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:

- 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.
- 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, 2022, and expire on December 31, 2024.
- 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
 - 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

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. Housing Authority Name Authorized Signature - Print Mcmber - Do Not Sign below NJ Public Housing Authority Joint Insurance Fund By: Chairman Attest: Date:

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

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

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, 2022 to expire on December 31, 2024 for the purpose of establishing the following

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

BE IT FURTHER RESOLVED that

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

AYES NAYS ABSTAIN

ENGLEWOOD HOUSING AUTHORITY 111 West Street

Englewood, New Jersey 07631 Tel.: (201) 871-3451 Fax: (201) 871-5908 TTY: (201) 871-8951

RESOLUTION NO. 10 -25-2021 (9)

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

OCTOBER

OFFERED BY: Chairman Aguila SECONDED BY: Commissioner Chancy

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

EHA Operating - 4312 E.H.M.S., Inc. - 2606 Foti- 2707 Section 8 - 15283 W.G. - 7574

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 October 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 October

ATTEST:

Domingo Senande, Executive Director

Chairman Carlos Aguila, Jr.
Vice Chairwoman Melvina Cobb
Commissioner Desire Chaney
Commissioner Raul Correa
Commissioner Elisha Gurfein
Commissioner Alfanso Whilby

Carlos Aguila, Jr., Chairman