

RESOLUTION FOR THE MINUTES

A Resolution for the Minutes authorizing the Executive Director to execute documents required for purposes of initiating and maintaining Commission membership in the Central Jersey Health Insurance Fund.

WHEREAS, by Resolution for the Minutes on August 26, 2025, the Delaware River Basin Commission (“DRBC” or “Commission”) agreed to become a member of the Central Jersey Regional Employee Benefits Fund (also known as the “Central Jersey Health Insurance Fund” and, hereinafter, the “Fund”) for purposes of providing health insurance benefits to eligible DRBC employees and retirees; and

WHEREAS, the Fund’s bylaws require each participating entity to execute an Indemnity and Trust Agreement signifying membership in the Fund; and

WHEREAS, the Fund also requires DRBC to execute additional documents, including, in relevant part, a document appointing a Fund Commissioner and an Alternate Fund Commissioner to represent DRBC in the Fund.

NOW, THEREFORE, BE IT RESOLVED by the Delaware River Basin Commission that:

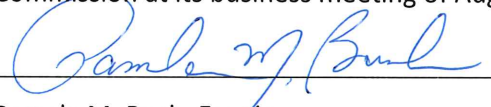
1. The Executive Director is hereby authorized to execute on the Commission’s behalf the Indemnity and Trust Agreement attached hereto as Exhibit A (adapted as necessary) for the period commencing November 1, 2025 and ending at 12:01 a.m. on January 1, 2026.
2. The Executive Director is hereby authorized to appoint a Fund Commissioner and Alternate Fund Commissioner to represent DRBC in the Fund, as provided in N.J.S.A. 40A:10-36 et seq., utilizing a form substantially like that attached as Exhibit B.
3. The Commission authorizes the Executive Director to execute such additional documents as may be required to maintain DRBC’s membership in the Fund in good standing unless and until such time as the Commission separates from the Fund, either by withdrawal or by termination in accordance with the Fund’s bylaws.

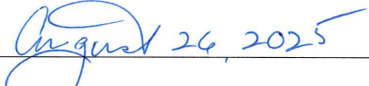
BY THE COMMISSION

Adopted: August 26, 2025


CERTIFICATION

I, Pamela M. Bush, in my role as Secretary of the Delaware River Basin Commission, do hereby certify that the foregoing, with the attached Exhibits, is a true and correct copy of a resolution duly adopted by the Commission at its business meeting of August 26, 2025.


Pamela M. Bush, Esquire


Date




August 26, 2025

**CENTRAL JERSEY HEALTH INSURANCE FUND INDEMNITY
AND TRUST AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 20__, in the County of _____, State of New Jersey, By and Between the **Central Jersey Health Insurance Fund** referred to as "FUND" and the governing body of the _____ a duly constituted LOCAL UNIT OF GOVERNMENT, hereinafter referred to as "LOCAL UNIT".

WITNESSETH:

WHEREAS, the governing bodies of various local units of government, as defined in N.J.A.C. 11:15-3.2, have collectively formed a Joint Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et. seq. and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the LOCAL UNIT has agreed to become a member of the FUND in accordance with and to the extent provided for in the Bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The LOCAL UNIT accepts the FUND's Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of said Bylaws and the pertinent statutes and administrative regulations pertaining to same.
2. The LOCAL UNIT agrees to participate in the FUND with respect to health insurance, as defined in N.J.S.A. 17B:17-4, and as authorized in the LOCAL UNIT's resolution to join.
3. The LOCAL UNIT agrees to become a member of the FUND and to participate in the health insurance coverages offered for an initial period, (subject to early release or termination pursuant to the Bylaws), such membership to commence on _____ and ending on _____ at 12:01 AM provided, however, that the LOCAL UNIT may withdraw at any time upon written notice to the FUND.
4. The LOCAL UNIT certifies that it has never defaulted on payment of any claims if self-insured and has not been cancelled for non-payment of insurance premiums for a period of at least two (2) years prior to the date of this Agreement.
5. In consideration of membership in the FUND, the LOCAL UNIT agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, for

the periods during which the member is receiving coverage, all of whom as a condition of membership in the FUND shall execute an Indemnity and Trust Agreement similar to this Agreement and by execution hereto, the full faith and credit of the LOCAL UNIT 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 LOCAL UNIT for claims and expenses that are not covered by the FUND, or for that portion of any claim or liability within the LOCAL UNIT retained limit or in an amount which exceeds the FUND's limit of coverage.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expenses or become obligated to pay attorney's fees and/or court costs, the LOCAL UNIT agrees to reimburse the FUND for all such reasonable expenses, fees, and costs on demand.

7. The LOCAL UNIT and the FUND agree that the FUND shall hold all moneys in excess of the LOCAL UNIT's retained loss fund paid by the LOCAL UNIT to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with N.J.A.C. 11:15-3 et. seq.

8. The FUND shall establish and maintain Claims Trust Accounts for the payment of health insurance claims in accordance with N.J.S.A. 40A:10-36 et. seq., N.J.S.A. 40A:5-1 and such other statutes and regulations as may be applicable. More specifically, the aforementioned Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and stop loss insurance or reinsurance premiums for each risk or liability as follows:

- Employer contributions to group health insurance
- Employee contributions to contributory group health insurance
- Employer contributions to contingency account
- Employee contributions to contingency account
- Other trust accounts as required by the Commissioner of Insurance

9. Notwithstanding 8 above, to the contrary, the FUND shall not be required to establish separate trust accounts for employee contributions provided the FUND provides a plan in its Bylaws for the recording and accounting of employee contributions of each member.

10. Each LOCAL UNIT of government who shall become a member of the FUND shall be obligated to execute an Indemnity and Trust Agreement similar to this Agreement.

CENTRAL JERSEY HEALTH INSURANCE FUND

ADOPTED: _____

BY: _____

MAYOR

ATTEST:

CLERK

CENTRAL JERSEY HEALTH INSURANCE FUND

BE IT RESOLVED by the _____ that

Name of Municipality or School Board

_____ be and is hereby appointed as Fund

Name of Fund Commissioner

Commissioner to the Central Jersey Health Insurance Fund, effective

_____, 20____, to represent the _____

Name of Municipality or School Board

and

BE IT FURTHER RESOLVED that _____ be and is

Name of Alternate Fund Commissioner (if applicable)

appointed as Alternate Fund Commissioner to the Central Jersey Health Insurance Fund
effective _____, 20__.

Motion _____ **Second** _____

Vote:

CERTIFICATION

I, _____, do hereby certify that the foregoing is a

Name of Chairman of the Board

true copy of a resolution duly passed and adopted by the Board of Commissioners at its
meeting held on the _____ day of _____, 20__.