

TOWNSHIP OF OCEAN SEWERAGE AUTHORITY
SPECIAL MEETING
October 28, 2025

1. Meeting called to Order
2. Pledge of Allegiance
3. Roll Call - Galvin, Johnson, Miller, Theodora, Valentino
4. Let the minutes show this meeting is being held in accordance with the requirements of the Open Public Meetings Act of 1975 and adequate notice has been duly posted where required and sent to the Asbury Park Press on October 20, 2025, and posted on its website. The minutes of this meeting will be available after Board approval at a subsequent meeting.

The meeting is available in real time to the public by logging in to meet.google.com/euv-evrg-apv or calling 1-720-507-3321, PIN 664 452 541#.

WORK SESSION

5. Executive Director's Report – No report
6. Attorney's Report – No report
7. Engineering Report – No Report
8. Operator's, Maintenance and Collection Reports – No report
9. Review of resolutions on business session agenda
 - a. Board comments
 - b. Public comment

BUSINESS SESSION

10. Communications – No communications
11. Review of Bill List – No bill list
12. **Resolution 25-59 Authorizing Termination of Township of Ocean Sewerage Authority Participation in the NJ State Health Benefits Program**
13. **Resolution 25-60 Resolution Authorizing the Township of Ocean Sewerage Authority to Join the NJ Solutions Joint Health Insurance Fund**
14. Closed Session, if necessary
15. Adjournment

AUTHORIZATION TO TERMINATE PARTICIPATION IN THE NJ SHBP

BE IT RESOLVED:

1. The Township of Ocean Sewerage Authority Group # 147600 hereby resolves to terminate its participation in the Program (Medical Plan, Prescription Drug Plan, and/or Dental Plan coverage) thereby canceling coverage provided by the SHBP (N.J.S.A. 52:14-17.25 et seq.) for all its active and retired employees.
2. We shall notify all active employees of the date of their termination of coverage under the Program.
3. We understand that the New Jersey Division of Pensions & Benefits (NJDPB) will notify retired employees of the cancellation of their coverage.
4. We understand that all COBRA participants will be notified by the NJDPB and advised to contact our office concerning a possible alternative health, prescription drug, and dental insurance plan.
5. We understand that this resolution shall take effect the first of the month following a 60-day period beginning with the receipt of the resolution by the State Health Benefits Commission.

	Motion	Second	Aye	Nay	Abstain	Absent
Galvin						
Johnson						
Miller						
Theodora						
Valentino						

I hereby certify the above to be a true copy of a Resolution duly adopted by the Township of Ocean Sewerage Authority at its Meeting held on October 28, 2025.

DAVID MILLER, Secretary

**A RESOLUTION OF TOWNSHIP OF OCEAN SEWERAGE
AUTHORITY AUTHORIZING TOWNSHIP OF OCEAN
SEWERAGE AUTHORITY TO JOIN THE NJ SOLUTIONS
JOINT HEALTH INSURANCE FUND.**

WHEREAS, a number of public entities in the State of New Jersey have joined together to form the NJ Solutions Joint Health Insurance Fund, hereafter referred to as the “Fund”, as permitted by N.J.A.C. 11:15-3.1 et. seq., N.J.S.A. 17:1-8.1 et. seq., and N.J.S.A. 40A:10-36 et. seq.; and

WHEREAS, the Fund was approved to become operational by the Department of Banking and Insurance and the Department of Community Affairs (collectively, the “Departments”) and has been operational since that date; and

WHEREAS, the statutes and regulations governing the creation and operation of a joint insurance fund in the State of New Jersey contain certain restrictions and safeguards in connection with the administration of the public interest entrusted to such a Fund; and

WHEREAS, the governing body of Township of Ocean Sewerage Authority, hereinafter referred to as “Local Unit” has studied the feasibility of joining the Fund and has determined that membership in the Fund is in the best interest of the Local Unit.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Local Unit hereby agrees and authorizes the following:

- i. Execution of the application for membership to the Fund, including any and all documents and/or certifications as may be necessary, in order for the Local Unit to complete the application process and join the Fund.
- ii. The Local Unit shall become a member of the Fund for an initial period outlined in the Local Unit’s Indemnity and Trust Agreement, subject to the approval of the Fund Commissioners, which in no event shall exceed three (3) years as prescribed in N.J.A.C. 11:15-3.3(a).
- iii. The Local Unit shall participate in the following type(s) of coverage(s) offered by the Fund: Health Insurance and/or Prescription Insurance and/or Medicare Advantage/Employer Group Waiver Program as defined pursuant to N.J.S.A. 17B:17-4, the Fund’s Bylaws, and Plan of Risk Management.
- iv. Adoption and approval of the Fund’s Bylaws, a true and correct copy of which is annexed hereto as Attachment A, which has been approved by the Departments.

- v. Execution of the Local Unit’s Indemnity and Trust Agreement, a true and correct copy of which is annexed hereto as Attachment B, which has been approved by the Departments.

BE IT FURTHER RESOLVED that the governing body of the Local Unit certifies, pursuant to N.J.A.C. 11:15-3.3(a), that the Local Unit has never defaulted on claims under a self-insured plan and that it has not had its insurance canceled for nonpayment of premium for a period of at least two (2) years prior to this application.

BE IT FURTHER RESOLVED that the governing body of the Local Unit is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the Fund as required by the Fund’s Bylaws, and to deliver these documents to the Fund’s Executive Director with the express reservation that these documents shall become effective only upon on acceptance of the Fund’s By-laws as prescribed in N.J.A.C. 11:15-3.3(a).

BE IT FURTHER RESOLVED that this resolution shall take effect upon its passage.

	Motion	Second	Aye	Nay	Abstain	Absent
Galvin						
Johnson						
Miller						
Theodora						
Valentino						

I hereby certify the above to be a true copy of a Resolution duly adopted by the Township of Ocean Sewerage Authority at its Meeting held on October 28, 2025.

 DAVID MILLER, Secretary

NJ SOLUTIONS JOINT HEALTH INSURANCE FUND

INDEMNITY AND TRUST AGREEMENT

THIS INDEMNITY AND TRUST AGREEMENT (the “Agreement”) made this ____ day of _____ 2025, by and between the NJ Solutions Joint Health Insurance Fund, referred to herein as the “Fund”, and the governing body of the Township of Ocean Sewerage Authority, a duly constituted Local Unit of Government, hereinafter referred to as “Local Unit”.

WITNESSETH:

WHEREAS, the governing bodies of various local units of government and education, 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 and or prescription coverages coverages offered by the Fund (subject to early release or termination pursuant to the Bylaws), such membership to commence on January 1, 2026 and ending on December 31, 2028 at 11:59 PM.
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 and/or regulation. 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 attorneys' 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 et. seq., and such other statutes and/or 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:

- a) Employer contributions to group health insurance;
- b) Employee contributions to contributory group health insurance;
- c) Employer contributions to contingency account;
- d) Employee contributions to contingency account; and
- e) Other trust accounts as required by the Commissioner of Insurance.

9. Notwithstanding Section 8 above, 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.

11. This Indemnity and Trust Agreement satisfies the requirements set forth in Section 2.01 of the Fund's Bylaw.

ATTEST
AUTHORITY

TOWNSHIP OF OCEAN SEWERAGE

BY: _____

ATTEST

NJ SOLUTIONS JOINT HEALTH INSURANCE
FUND

BY: _____