

# 2024 ADOPTED BUDGET RESOLUTION

## Toms River Municipal Utilities Authority

**FISCAL YEAR: January 01, 2024 to December 31, 2024**

WHEREAS, the Annual Budget and Capital Budget/Program for the Toms River Municipal Utilities Authority for the fiscal year beginning January 01, 2024 and ending December 31, 2024 has been presented for adoption before the governing body of the Toms River Municipal Utilities Authority at its open public meeting of December 12, 2023; and

WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget presented for adoption reflects Total Revenues of \$24,775,799.00, Total Appropriations, including any Accumulated Deficit, if any, of \$21,705,624.00, and Total Unrestricted Net Position utilized of \$1,026,833.00; and

WHEREAS, the Capital Budget as presented for adoption reflect Total Capital Appropriations of \$1,845,000.00 and Total Unrestricted Net Position Utilized of \$1,845,000.00; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Toms River Municipal Utilities Authority at an open public meeting held on December 12, 2023 that the Annual Budget and Capital Budget/Program of the Toms River Municipal Utilities Authority for the fiscal year beginning January 01, 2024 and ending December 31, 2024 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

cvalvano@tomsrivermua.org  
(Secretary's Signature)

12/12/2023  
(Date)

**Governing Body Recorded Vote**

Member	Aye	Nay	Abstain	Absent
Charles S. Valvano	✓			
Tariq M. Siddiqui	✓			
Deborah L. Clement				✓
Alfonso J. Manforti	✓			
Philip I. Brilliant	✓			
Joseph G. Bilotta				
Katarina Sevastakis	✓			

RESOLUTION NO. 9A-2

CENTRAL JERSEY HEALTH INSURANCE FUND  
RESOLUTION to RENEW

**WHEREAS**, a number of public entities in the State of New Jersey have joined together to form the CENTRAL JERSEY HEALTH INSURANCE FUND, hereafter referred to as "the FUND", as permitted by N.J.S.A. 11:15-3, 17:1-8.1, and 40A:10-36 et seq., and;

**WHEREAS**, the FUND was approved to become operational by the Departments of Insurance and Community Affairs and has been operational since that date, and;

**WHEREAS**, the statutes and regulations governing the creation and operation of a joint health insurance fund, contain certain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such the FUND;

**WHEREAS**, the governing body of Toms River MUA, hereinafter referred to as "LOCAL UNIT" 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 as follows:

- i. Renew membership with the FUND for the period outlined in the LOCAL UNIT's Indemnity and Trust Agreements.
- ii. Will participate in the following type (s) of coverage (s):
  - a.) Health Insurance and/or Dental Insurance and/or Prescription Coverage as defined pursuant to N.J.S.A. 17B:17-4, the FUND's Bylaws, and Plan of Risk Management.
- iii. Adopts and approves the FUND's Bylaws.
- iv. Execute an application for membership and any accompanying certifications.

**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:

- i. Approval of the LOCAL UNIT by the FUND.
- ii. Receipt from the LOCAL UNIT of a Resolution accepting assessment.
- iii. Approval by the New Jersey Department of Insurance and Department of Community Affairs.

ADOPTED: 12/12/23

BY:   
Name: Bernard Rutkowski, Executive Director

ATTEST:   
Name: Christina Diamante, Executive Assistant

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

THIS AGREEMENT made this 12th day of December, 2023, in the County of Ocean, State of New Jersey, By and Between the CENTRAL JERSEY HEALTH INSURANCE FUND, hereinafter referred to as “The FUND” and the governing body of Toms River MUA, 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 Health 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 **January 1, 2024** and ending on **December 31, 2026 at 12:00 AM** provided, however, that the LOCAL UNIT may withdraw at any time upon **90 day** 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 the 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:

- 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
- e) 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.

DATE ADOPTED: 12/12/23

BY:   
Name: Bernard Rutkowski, Executive Director

ATTEST:   
Name: Christina Diamante, Executive Assistant

**RESOLUTION OF RETIREMENT  
TOMS RIVER MUNICIPAL UTILITIES AUTHORITY**

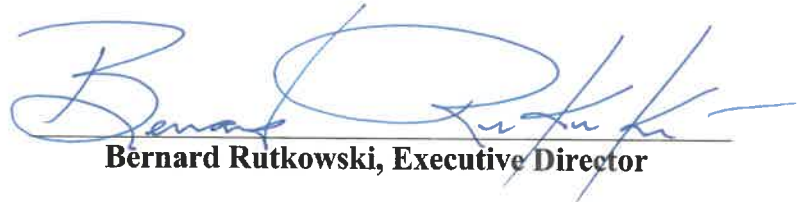
December 12, 2023

**WHEREAS, Deborah Clement** began her appointment as Commissioner with the Toms River Municipal Utilities Authority on February 1, 1996 and completed six consecutive terms, ending on November 30, 2023; and

**WHEREAS, Deborah Clement** has submitted a Letter of Retirement, effective December 1, 2023; and

**WHEREAS,** the Commissioners, Staff and Employees of the Toms River Municipal Utilities Authority wish to recognize the service of **Deborah Clement** as a dedicated, respected, and well-liked Commissioner over the past twenty seven years.

**NOW THEREFORE BE IT RESOLVED,** that the Commissioners and Staff of the Toms River Municipal Utilities Authority offer our thanks to **Deborah Clement** for her faithful service, and wish **Deborah Clement** well in her retirement, to enjoy continued good health and happiness, and to treasure leisure time spent with family and friends.

  
**Bernard Rutkowski, Executive Director**

TOMS RIVER MUNICIPAL UTILITIES AUTHORITY

12-12-23

RESOLUTION TO ENTER EXECUTIVE SESSION

**WHEREAS**, the Open Public Meetings Act provides that the TRMUA may go into Executive Session to discuss matters that may be confidential or listed pursuant to NJSA 10:4-12; and

**WHEREAS**, it is recommended by the General Counsel that the TRMUA Commissioners go into Executive Session on December 12, 2023 to discuss matters set forth hereinafter which are permissible to discuss in Executive Session.

**NOW THEREFORE BE IT RESOLVED** that the Commissioners of the TRMUA shall go into Executive Session to discuss the following items:

**LIST**

**Personnel Matters**

**Litigation/Potential Litigation**

**Contractual Matters**

I, Christina Diamante, Assistant Secretary of the Toms River Municipal Utilities Authority, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Board of Commissions on December 12, 2023.

**IN WITNESS, WHEREOF**, I have hereunto set my hand and seal of this Authority this 12<sup>th</sup> day of December 2023.



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Christina Diamante, Assistant Secretary