

NBHA RESOLUTION 2017 - 9/27 # 29

Resolution Authorizing and Approving Payment of Bills for the Months of July and August, 2017

WHEREAS, the Housing Authority of the City of New Brunswick (including any successors or assigns, the "Housing Authority"), was duly created as an agency and instrumentality of the municipality of the State (the "Local Unit") in which such Housing Authority is located, and has been continued as a housing authority pursuant to and in accordance with the provisions of the Local Redevelopment and Housing Law, constituting Chapter 79 of the Laws of 1992 of the State, and the acts amendatory thereof and supplemental thereto (*N.J.S.A. 40A:12A-1 et seq.*) (the "Local Housing Law");

WHEREAS, the Executive Director, Director of Operations and Finance Administrator certify that the amounts and payment contained herein are correct and accurate to the best of their knowledge and they are in compliance with all applicable Housing Authority Procurement Policy and HUD No.24CFR 85.3G.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of New Brunswick hereby approves and directs that the Executive Director and/or Director of Operations to process and pay the following bills for the months of July and August 2017:

JULY

<u>Description</u>	<u>Amount</u>
Section 8 Payments	\$ 849,155.92
Payroll	\$ 88,650.55
Accounts Payable	\$ 106,235.88
Capital Fund	\$ 0
Local General	\$ 6,391.23

AUGUST

<u>Description</u>	<u>Amount</u>
Section 8 Payments	\$ 910,168.20
Payroll	\$ 136,191.08
Accounts Payable	\$ 251,284.14
Capital Fund	\$ 1,626.03
Local General	\$ 0

Passed on this 27th day of September, 2017 (See attached Vote Box)

Chairperson



JOHN CLARKE, Executive Director
And Secretary to the Board

NBHA RESOLUTION 2017 - 9/27 # 29

Resolution Authorizing and Approving Payment of Bills
for the Months of July and August, 2017

COMMISSIONERS	MOVES	SECONDS	AYES	NAYS	ABSTAIN	ABSENT
VACANT						
JONES	✓		✓			
GIORGIANNI		✓	✓			
CALDWELL			✓			
OTERO						✓
OVANDO			✓			
WOLDE			✓			

NBHA RESOLUTION 2017 – 9/27 # 30

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 New Brunswick 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 Board of Commissioners of the Housing Authority of the City of New Brunswick does hereby resolve and agree to renew its membership in the NJPHA Joint Insurance Fund, effective January 1, 2018 to expire December 31, 2020 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 the Executive Director is authorized to execute the application for membership and the accompanying certifications 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 express reservation that said documents shall become effective only upon the application'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.

Passed on this 27th day of September, 2017 (See attached Vote Box)

Chairperson



JOHN CLARKE, Executive Director
And Secretary to the Board

NBHA RESOLUTION 2017 – 9/27 # 30

Resolution to Renew Membership in the New Jersey Public Housing
Authority Joint Insurance Fund

COMMISSIONERS	MOVES	SECONDS	AYES	NAYS	ABSTAIN	ABSENT
VACANT						
JONES			✓			
OTERO						✓
GIORGIANNI		✓	✓			
OVANDO	✓		✓			
CALDWELL			✓			
WOLDE			✓			

NBHA RESOLUTION 2017 – 9/27 # 31

Resolution Approving the Indemnity and Trust Agreement for the New Jersey Public Housing Authority Joint Insurance Fund

THIS AGREEMENT, made this 27th day of September, 2017 in the County of MIDDLESEX, 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 NEW BRUNSWICK HOUSING AUTHORITY, 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 become 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 the 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 an initial period, the commencement of which shall begin on January 1, 2018, and expire on December 31, 2020
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 NJAC 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. Worker' 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., NJSA 40:5-1 and such other statues 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.

Passed on this 27th day of September, 2017 (See attached Vote Box)

Chairperson



JOHN CLARKE, Executive Director
And Secretary to the Board

NBHA RESOLUTION 2017 – 9/27 # 31

Resolution Approving the Indemnity and Trust Agreement
for the New Jersey Public Housing Authority
Joint Insurance Fund

COMMISSIONERS	MOVES	SECONDS	AYES	NAYS	ABSTAIN	ABSENT
VACANT						
JONES	✓		✓			
OTERO						✓
GIORGIANNI		✓	✓			
OVANDO			✓			
CALDWELL			✓			
WOLDE			✓			

NBHA RESOLUTION 2017 – 9/27 # 32

HOUSING AUTHORITY OF THE CITY OF NEW BRUNSWICK ACTING AS REDEVELOPEMENT AGENCY

Resolution approving Fourth Amendment to Redevelopment Agreement with Saint Peter's University Hospital, Inc. to Extend Demolition and Construction Deadlines for a Project Consisting of an Office Building and Offstreet Parking in the Easton Park Redevelopment Area

WHEREAS, the Housing Authority of the City of New Brunswick, acting as the City of New Brunswick Redevelopment Agency ("Redevelopment Agency"), pursuant to N.J.S.A. 40A:12A-4 and N.J.S.A. 40A:12A-21, may exercise all powers, duties and functions relating to redevelopment in the manner of a redevelopment entity under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 to 49, which powers include contracting with redevelopers for the planning, replanning, construction, or undertaking of any project or redevelopment work under N.J.S.A. 40A:12A-8.f; and

WHEREAS, by Ordinance #0-050604, enacted on June 7, 2006, the City Council of the City of New Brunswick adopted a redevelopment plan ("Redevelopment Plan") for the Easton Park Redevelopment Area ("Redevelopment Area"), which Redevelopment Area includes the lands comprising the former Middlesex County Vocational-Technical School and other lands, collectively consisting of Lots 1.01 (formerly Lots 1, 2, 3, and 26) in Block 448, commonly known as 258 Easton Avenue, and Lot 25 in Block 448, commonly known as 260 Easton Avenue, all as shown on the official tax maps of the City of New Brunswick (the "Project Site"); and

WHEREAS, by Ordinance #0-051201, enacted on May 16, 2012, in recognition of the difficulties associated with development of the Project Site for residential use, as provided in the Redevelopment Plan, the City amended the Redevelopment Plan to provide for office use at that location; and

WHEREAS, the Redevelopment Agency approved the designation of Saint Peter's University Hospital, Inc. ("Redeveloper") as the redeveloper of the Project Site and subsequently entered into a redevelopment agreement with Redeveloper, dated as of September 26, 2012 (the "Redevelopment Agreement"), providing for the demolition of existing improvements on the Project Site and construction of an office building with grade level parking to serve the hospital (the "Project"), as permitted under the Redevelopment Plan, as amended; and

WHEREAS, Redeveloper acquired title to the Project Site on October 29, 2012; and

WHEREAS, Section 2.05.a of the Redevelopment Agreement provides that demolition of the existing structures on the Project Site was to be completed within one year after the closing of title, i.e., by October 29, 2013, with subsequent milestones dated from the completion of demolition; and

WHEREAS, by Resolution No. 2014 3/26 #13, duly adopted on March 26, 2014, for the reasons stated therein, the Redevelopment Agency granted Redeveloper's request for an 18-month extension of the deadline for demolition set forth in Section 2.05 of the Redevelopment Agreement, and the parties subsequently entered into that certain Amendment to Redevelopment

Agreement, dated May 13, 2014 (the "First Amendment"), incorporating the revised demolition deadline into the Redevelopment Agreement and amending Section 1.04 of the Redevelopment Agreement to provide for the payment of certain redevelopment fees to the Redevelopment Agency; and

WHEREAS, by Resolution No. 2015 10/28 #44, duly adopted on October 28, 2015, for the reasons stated therein, the Redevelopment Agency granted Redeveloper's request for an 18-month extension of the deadline for demolition set forth in Section 2.05 of the Redevelopment Agreement, and the parties subsequently entered into that certain Second Amendment to Redevelopment Agreement, dated February 8, 2016 (the "Second Amendment"), incorporating the revised demolition deadline into the Redevelopment Agreement; and

WHEREAS, by Resolution No. 2016 9/28 #28, duly adopted on September 28, 2016, the Redevelopment Agency granted Redeveloper's request for an additional extension of the deadline for demolition set forth in Section 2.05 of the Redevelopment Agreement to October 29, 2017, and the parties subsequently entered into that certain Third Amendment to Redevelopment Agreement, dated October 25, 2016 (the "Third Amendment") incorporating the revised demolition deadline into the Redevelopment Agreement; and

WHEREAS, by letter from its attorneys, Windels Marx Lane & Mittendorf, LLP, dated September 13, 2017, Redeveloper acknowledged that it has not undertaken demolition within the prescribed timeframe because (i) it is still in the process of considering the most cost-effective and efficient redevelopment proposal for the site; (ii) it does not believe it is advisable at this time to carry out a wholesale demolition of buildings and foundations since doing so in the absence of an approved redevelopment project could result in unneeded expenditures and cause further delay; and (iii) it is currently discussing the use of the site with representatives of the City of New Brunswick; and

WHEREAS, for the aforesaid reasons, Redeveloper has requested an extension of the demolition deadline to October 29, 2018; and

WHEREAS, Redeveloper appeared before the Commissioners of the Redevelopment Agency at a regularly scheduled public meeting on September 27, 2017 to further explain the need for an extension and, at that time, Redeveloper addressed questions from the Commissioners and the public; and

WHEREAS, the Commissioners find that it is reasonable to extend Redeveloper's deadlines for performance under Section 2.05 of the Redevelopment Agreement because of the high cost of demolition; the uncertain state of New Jersey's health care economy and the future needs of the hospital, which have impaired Redeveloper's ability to devise an effective plan for redevelopment of the Project Site; and the diligent efforts being undertaken by Redeveloper to identify an effective plan for redevelopment and to provide information requested by the City of New Brunswick; and

WHEREAS, Special Counsel for the Redevelopment Agency has prepared and negotiated with Redeveloper a proposed Fourth Amendment to Redevelopment Agreement (the "Fourth Amendment"), a form of which is attached to this Resolution; and

WHEREAS, the Commissioners of the Redevelopment Agency have considered the proposed form of Fourth Amendment, finding that it furthers the Redevelopment Agency's interest

in carrying out the Redevelopment Plan and is consistent with the public purposes that the Redevelopment Plan addresses.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Redevelopment Agency waives the deadlines set forth in Section 2.05 of the Redevelopment Agreement and extended by the First, Second, and Third Amendments and grants an extension of the demolition deadline to October 29, 2018, as set forth in the proposed form of Fourth Amendment.

2. The proposed form of Fourth Amendment to Redevelopment Agreement is approved in substantially the form attached hereto.

3. As set forth in Section 1.04 of the Redevelopment Agreement, as amended, Redeveloper shall pay an administrative fee of \$5,000. The approval hereby granted is conditioned upon payment of this fee within fourteen (14) days after the date of this Resolution.

4. The Redeveloper shall replenish the Escrow account as required by Section 1.05 of the Redevelopment Agreement, if needed. The approval hereby granted is conditioned upon Redeveloper's compliance with this requirement and payment of all outstanding fees and Agency Costs, including but not limited to legal fees, within fourteen (14) days after the date of this Resolution.

5. The Chairperson or, in the Chair's absence, the Vice Chairperson or other authorized designee of the Chair, is authorized to execute the Fourth Amendment to Redevelopment Agreement in substantially the form attached hereto.

6. This resolution shall take effect immediately.

Passed on this 27th day of September, 2017 (See attached Vote Box)

Chairperson



JOHN CLARKE, Executive Director
And Secretary to the Board

NBHA RESOLUTION 2017 – 9/27 # 32

**HOUSING AUTHORITY OF THE CITY OF NEW BRUNSWICK
ACTING AS REDEVELOPEMENT AGENCY**

Resolution approving Fourth Amendment to Redevelopment Agreement with Saint Peter's University Hospital, Inc. to Extend Demolition and Construction Deadlines for a Project Consisting of an Office Building and Offstreet Parking in the Easton Park Redevelopment Area

COMMISSIONERS	MOVES	SECONDS	AYES	NAYS	ABSTAIN	ABSENT
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JONES		✓	✓			
OTERO						✓
GIORGIANNI	✓		✓			
OVANDO			✓			
CALDWELL			✓			
WOLDE			✓			