



February 4, 2019

Ms. Carolina Chong, Insurance Examiner (*via email*)  
State of New Jersey  
Department of Banking and Insurance  
PO Box 325  
Trenton, NJ 08625

Mr. Nicholas Bennet (*via email*)  
State of New Jersey  
Department of Community Affairs  
Division of Local Government Services  
PO Box 803  
Trenton, NJ 08625-0803

**RE: TRICO Reorganization Filings**

Dear Ms. Chong and Mr. Bennet:

Pursuant to N.J.S.A. 40A:10-36 enclosed please find the following documents:

1. List of 2019 Fund Commissioners
2. List of 2019 Fund Professionals
3. Appendix Exhibit A – Certification of Joint Insurance Fund Professionals
4. Reorganization Resolutions as listed below:

Resolution #1	Confirming the Election of a Chairman and Secretary
Resolution #2	Confirming the Election of an Executive Committee and Alternates for the Fund Year 2019
Resolution #3	Appointing Professional Staff – Non Fair & Open
Resolution #4	Appointing Professional Staff –Fair & Open
Resolution #5	Approving Defense Attorneys
Resolution #6	Recommending the EPL/POL Defense Panel
Resolution #7	Adopting Cash and Investment Policy
Resolution #8	Adopting Procedures in Compliance with the Open Public Meetings Act
Resolution #9	Adopting Fiscal Policies and Procedures
Resolution #10	Adopting Administrative Policies and Procedures
Resolution #11	Designating the Executive Director as the Public Agency Compliance Officer in Accordance with the Affirmative Action Regulations issued by the Department of the Treasury
Resolution #12	Adopting and Establishing a Conflict of Interest Policy
Resolution #13	Establishing a Fund Records Program

Resolution #14	Establishing the 2019 Plan of Risk Management
Resolution #15	Designation of a Certifying and Approving Officer
Resolution #16	Authorizing an Interim Service Contract for Administrative Services
Resolution #17	Awarding a Contract to Buonadonna & Benson, P.C.
Resolution #18	Authorizing Reimbursement of Travel Expenses for Authorized Official Travel

Appendix Exhibit B Data Form(s), if required, and Appendix Exhibit C – Certification of Joint Insurance Fund Data Forms will be forwarded upon receipt of the properly executed service contracts. Should you have any questions or require any additional information, please contact me at (856) 446-9135.

Very truly yours,

*Paul A. Forlenza*

Paul A. Forlenza  
Executive Director

Enclosures

cc: Paul J. Miola, CPCU, ARM , Executive Municipal Pool Strategist (w/o attachments)

File: TRICO\2019\ State Filing; Tab: Annual Filing (w/attachments)

**GLOUCESTER SALEM CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND  
2019 FUND COMMISSIONERS**

**Alloway Township**

**Warren Morgan**

**Alternate** K. Myrle Patrick

49 S. Greenwich Street

Alloway, NJ 08001

Phone: 856 935 4080

Fax:

warrenmorganiii@gmail.com

**Carneys Point Township**

**Ken Brown**

Committeeman

**Alternate** Wayne Pelura

303 Harding Hwy

Carneys Point, NJ 08069

Phone: 609-299-0070 x147

Fax: 609-299-1983

khbrown@verizon.net

**Clayton Borough**

**Sue Miller**

Borough Administrator

**Alternate** Darlene Vondran

125 N. Delsea Drive

Clayton, NJ 08312

Phone: 856-881-2882 X104

Fax: 856-881-0153

smiller@claytonnj.com

**Deptford Township**

**Donald Banks**

Director of Community Development

**Alternate** Dina Zawadski

1011 Cooper Street

Deptford, NJ 08096

Phone: 856 686 2218

Fax: 856 848 8227

dbanks@deptford-nj.org

**East Greenwich Township**

**Stephanie McCaffrey**

Assistant to Clerk

**Alternate** Anthony Rossett

159 Democrat Road

Mickleton, NJ 08056

Phone: 856-423-0654 XT 116

Fax: 856 224 0296

smccaffrey@eastgreenwichnj.com

**Elk Township**

**Carolyn King-Sammons**

Committeeperson

**Alternate** Debbie Pine

680 Whig Lane

Monroeville, NJ 08343

Phone: 856-455-1008

Fax: 856 881 5750

csammons@elktownshipnj.gov

**Elsinboro Township**

**Douglas L Hogate Sr**

Township Committee Member

**Alternate** Joseph McAllister

619 Salem Fort Elfsborg Road

Salem, NJ 08079-9619

Phone: 856-935-2200

Fax: 856-935-9011

FiveO\_1712@yahoo.com

**Fairfield Township**

**Linda Gonzales**

Municipal Clerk

**Alternate** Linda Gonzales

PO Box 240

70 Fairton Gouldtown Road

Fairton, NJ 08320

Phone: 856 451 9284

Fax: 856 455 3056

clerk@fairfieldtownshipnj.org

**GLOUCESTER SALEM CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND  
2019 FUND COMMISSIONERS**

**Franklin Township**

**Barbara Freijomil**

Municipal Clerk

**Alternate** Nancy Kennedy Brent

1571 Delsea Drive

Franklinville, NJ 08322

Phone: 856 694 1234 Ex 114

Fax: 856 694 1279

Clerk@franklintownship.com

**Glassboro Borough**

**Valerie VanVeen**

Human Resources

**Alternate** Karyn Paccione

1 South Main Street

Glassboro, NJ 08028-2592

Phone: 856 881-9230

Fax: 856 881 8211

vvanveen@glassboro.org

**Greenwich Township**

**Raymond A. Williams, Jr.**

**Alternate** Vincent Giovannitti

420 Washington Street

Gibbstown, NJ 08027

Phone: 856 423 0916

Fax: 856 423 2989

rwilliams@greenwichtwp.com

**Harrison Township**

**Mark L. Gravinese**

Township Administrator

**Alternate** Dennis Chambers

114 Bridgeton Pike

Mullica Hill, NJ 08062

Phone: 856 478 2164

Fax: 856 478 2968

mgravinese@harrisantwp.us

**Logan Township**

**Doris Hall**

JIF Fund Commissioner

**Alternate** Bernadine Jackson

PO Box 314

125 Main Street

Bridgeport, NJ 08014

Phone: 856 467 3424 x9

Fax: 856 467 1061

dhall@logan-twp.org

**Lower Alloways Creek Township**

**Kevin Clour**

CFO/Purchasing Agent

**Alternate** Ronald Campbell, Sr.

P.O. Box 157

501 Locust Island Rd

Hancocks Bridge, NJ 08038

Phone: 856 935 2556

Fax: 856 935 7666

cfo@lowerallowayscreek-nj.gov

**Mannington Township**

**Luke S Patrick Jr**

Deputy Mayor

**Alternate** Esther A Mitchell

491 Route 45

Mannington, NJ 08079-4228

Phone: 856 935 2359

Fax: 856 935 6557

lpatrik@manningtontwp.com

**Mantua Township**

**Jennica Bileci**

Administrator

**Alternate** Pamela LeVine

401 Main Street

Mantua, NJ 08051

Phone: 856 468 2780 x 120

Fax: 856 464 1022

jbileci@mantuatownship.com

**GLOUCESTER SALEM CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND  
2019 FUND COMMISSIONERS**

**Monroe Township**

**Jill McCrea**

**Alternate** Christine Scola

125 Virginia Ave

Williamstown, NJ 08094

Phone: 856-728-9800

Fax:

JMcCrea@monroetownshipnj.org

**Oldmans Township**

**Harry Moore**

**Alternate** George Bradford

40 Freed Road

Pedricktown, NJ 08067

Phone: 856-466-0580

Fax: 856-299-4890

harrya33@comcast.net

**Paulsboro Borough**

**Susan Jacobucci**

Administrator

**Alternate** Alfonso Giampola

1211 Delaware Avenue

Paulsboro, NJ 08066

Phone: 856 423 1500

Fax: 856 423 9117

sjacobucci@paulsboronj.org

**Penns Grove Borough**

**Mayor John Washington**

**Alternate** Bertha Burl

527

1 State Street

Penns Grove, NJ 08069

Phone: 856-299-0098

Fax: 856 299 3411

wjaw1st@aol.com

**Pennsville Township**

**Robert McDade**

Mayor

**Alternate** Richie G Raine

90 North Broadway

Pennsville, NJ 08070

Phone: 6094205731

Fax:

rbtr\_mcdade@yahoo.com

**Piles Grove Township**

**Maureen Abdill**

**Alternate** DAVID BONOWSKI

1180 Route 40

Piles Grove, NJ 08098

Phone: 856 769 3222

Fax: 856 769 5490

pilesgroveclerk@comcast.net

**Pitman Borough**

**Michael Razze**

Councilman

**Alternate** Judith O'Donnell

110 S. Broadway

Pitman, NJ 08071

Phone: 609 226 5968

Fax: 856 589 6833

michael.razze@pitman.org

**Quinton Township**

**Marjorie Sperry**

**Alternate** Marty Uzdanovics

PO Box 65

885 Quinton-Salem Road

Quinton, NJ 08072

Phone: 856 935 2325

Fax: 856 935 6817

qtnndm@quintonnj.com

**GLOUCESTER SALEM CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND  
2019 FUND COMMISSIONERS**

**Shiloh Borough**

**Brad Campbell**

**Alternate** Medeia Willis

PO Box 122

23 Roadstown-Shiloh Road

Shiloh, NJ 08353

Phone: 856-305-1129

Fax: 856 455 0369

becmpbll@yahoo.com

**South Harrison Township**

**Robert Diaz**

**Alternate** Mary Howard

108 Foxford Lane

Mullica Hill, NJ 08062

Phone: 856-478-2266

Fax: none

rj@digbysystems.com

**Swedesboro Borough**

**Carl Bagby**

licensed water/sewer operator

**Alternate** Thomas Fromm

1500 Kings Highway

Swedesboro, NJ 08085

Phone: 856 467 0202

Fax: 856-467-5767

cbagby@swedesboro-nj.us

**Upper Pittsgrove Township**

**Michael J. Seery, Sr.**

Township Committee

**Alternate** David A. Zeck, Sr.

360 Newkirk Station Road

Elmer, NJ 08318

Phone: 856-358-6394

Fax: 856-358-1218

mjblseery@gmail.com

**Vineland City**

**Robert Dickenson**

Fund Commissioner

**Alternate** Aldis Sotomayor

PO Box 1508

640 E. Wood Street

Vineland, NJ 08362-1508

Phone: 856-794-4000 ext. 4602

Fax:

bdickenson@vinelandcity.org

**Washington Township**

**Colette Bachich**

Chief Financial Officer

**Alternate** Adele Riiff

P.O. Box 1106

523 Egg Harbor Road

Turnersville, NJ 08012

Phone: 856-589-0520 x 227

Fax:

cbachich@twp.washington.nj.us

**Wenonah Borough**

**Karen Sweeney**

Borough Clerk

**Alternate** Kathy Schools

PO Box 66

1 S. West Avenue

Wenonah, NJ 08090

Phone: 856 468 5228

Fax: 856 468 7467

wenonahclerk@comcast.net

**West Deptford Township**

**Michael Kwasizur**

**Alternate** Lauren Sedberry

400 Crown Point Road

West Deptford, NJ 08086

Phone: 856-845-4004

Fax:

mkwasizur@westdeptford.com

**GLOUCESTER SALEM CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND  
2019 FUND COMMISSIONERS**

**Westville Borough**

**Ryan Giles**

**Alternate** Kate Carroll

165 Broadway

Westville, NJ 08093

Phone: 856 456 0030

Fax: 856 742 8190

Rgiles@westville-NJ.com

**Woolwich Township**

**Jane DiBella**

**Alternate** Anthony Bertino

120 Village Green Drive

Woolwich Township, NJ 08085

Phone: 856 467 2666

Fax: 856 467 3545

jdibella@woolwichtwp.org

**Woodbury City**

**Robert Law**

Fund Commissioner

**Alternate** Richard Wright

PO Box 180

33 Delaware Street

Woodbury, NJ 08096

Phone: 856 845 1300 x129

Fax: 856 845 1309

rlaw@woodbury.nj.us

**Woodbury Heights Borough**

**Jeffrey Pitzo**

**Alternate** Richard Gambale

500 Elm Avenue

Woodbury Heights, NJ 08097

Phone: (856) 848-2832

Fax:

jpitzo@bwhnj.com

**Woodstown Borough**

**John Hall**

Fund Commissioner

**Alternate** Joe Hiles

11 East Wilson Avenue

Woodstown, NJ 08098

Phone: 856-769-2844

Fax:

johnfhall1947@comcast.net



## 2019 FUND PROFESSIONALS

### ACTUARY

**Eric Bause, ARM**  
The Actuarial Advantage  
111 Veterans Square, 1<sup>st</sup> Floor  
Media, PA 19063  
Eric: (610) 627-0704  
Fax #: (610) 627-1531  
Email: dhenry@taa-inc.com  
Email: ebause@taa-inc.com

### ADMINISTRATIVE CONSULTANT

**Cate Kiernan, Account Manager**  
PERMA, Inc.  
9 Campus Drive, Suite 216  
Parsippany, NJ 07054-4412  
**Main Phone:** (201) 881-7632  
Fax #: (201) 881-7633  
Email: catek@permainc.com

### ADMINISTRATOR

**Paul Forlenza, Executive Director**  
**Brad Hoffman, Deputy Executive Director**  
**Paul J. Miola, CPCU, ARM, Executive Municipal Pool Strategist**  
**Kris Kristie, Sr. Account Rep.**  
**Sheila Ortiz, Account Rep.**  
**Jodi Palmeri, Sr. Financial Analyst**  
**Tracy Forlenza, Financial Analyst**  
**Megan Matro, Marketing Specialist**  
Arthur J. Gallagher Risk Mgmt. Services, Inc.  
6000 Sagemore Drive, Suite 6203  
PO Box 489  
Marlton, NJ 08053  
**Main Phone:** (856) 446-9100  
Paul Forlenza (856) 446-9135  
Brad Hoffman (856) 446-9132  
Paul Miola (856) 446-9130  
Kris Kristie (856) 446-9136  
Sheila Ortiz (856) 446-9137  
Jodi Palmeri (856) 446-9134  
Tracy Forlenza (856) 446-9143  
Megan Matro (856) 446-9141  
**Fax #:** (856) 446-9149  
Email: Firstname\_Lastname@ajg.com

### AUDITOR

**Jim Miles, CPA, RMA, Partner**  
Bowman & Company, LLP  
6 North Broad Street, Suite 201  
Woodbury, NJ 08096  
**Main Phone:** (856) 782-2884  
Fax #: (856) 782-5084  
Email: jmiles@bowmanllp.com

### CLAIMS ADMINISTRATOR

**Chris Roselli, Account Mgt (609-833-2176)**  
**Tammy Langsdorf, WC Sup. (609-833-2921)**  
**Susan Mooney, Liability Sup (609-833-2902)**  
**Joe Lisciandri, Sup. Property Claims (609-601-3192)**  
Qual-Lynx  
100 Decadon Drive  
Egg Harbor Township, NJ 08234  
**Main Phone:** (609) 653-8400  
Fax #: (609) 926-9270  
Email: FIRSTINITIALLASTNAME@qual-lynx.com

### FUND UNDERWRITER

**Ed Cooney, Account Executive**  
Conner Strong & Buckelew  
40 Lake Center Executive Park  
401 Route 73 North, Suite 300  
Marlton, NJ 08053  
**Main Phone:** (856) 552-4660  
Fax #: (856) 552-4661  
Email: ecooney@connerstrong.com

### LOSS CONTROL SERVICES

**Keith Hummel, Safety Director**  
**Howard Spencer, Lead Consultant**  
**Rob Garish, Consultant**  
**Robert Holwitt, Consultant**  
**Danielle Sanders, Admin**  
J.A. Montgomery Risk Control  
401 Rt. 73 North, Suite 300  
P.O. Box 177  
Marlton, NJ 08053  
**Toll Free:** (877) 398-3046  
Hummel Office: (856) 552-6862  
Spencer Office: (856) 552-4754  
Spencer Cell: (856) 905-3508  
Holwitt Office: (856) 552-4624  
Garish Office: (856) 552-4650  
Garish Cell: (609) 947-9719  
Sanders Phone: (856) 552-6898  
Fax #: (856) 552-6899  
Email: FirstInitialLastName@jamontgomery.com



## 2019 FUND PROFESSIONALS

### **PAYROLL AUDITOR**

**James Miles, CPA, Partner**

**Dennis Skalkowski**

Bowman & Company, LLP

6 North Broad St, Ste 201

Woodbury, NJ 08096

**Main Phone:** (856) 821-6860

**Fax #:** (856) 782-5017

**Email:** FirstInitialLastName@bowmanllp.com

### **PROPERTY APPRAISER**

**Mel Ngayan, Project Manager**

AssetWORKS

101 Lakeside Drive

Southampton, PA 18966

**Main Phone:** (215) 354-1078

**Fax #:** (215) 354-1086

**Email:** melvin.ngayan@assetworks.com

### **RECORDING SECRETARY**

**Kris Kristie**

c/o Arthur J. Gallagher Risk Mgmt Services, Inc.

6000 Sagemore Dr, Ste 6203

PO Box 489

Marlton, NJ 08053-3900

**Main Phone:** (856) 446-9136

**Email:** Kristi\_Kristie@ajg.com

### **SOLICITOR & SUBROGATION ATTORNEY**

**David S. DeWeese, Esquire**

The DeWeese Law Firm, P.C.

3200 Pacific Avenue

Wildwood, NJ 08260

**Main Phone:** (609) 522-5599

**Fax #:** (609) 522-3003

**Email:** david@deweese-lawfirm.com

### **MANAGED CARE**

**Karen Beatty, Client Services Manager**

QualCare, Inc

100 Decadon Drive

Egg Harbor Township, NJ 08234

**Phone through Qual-Lynx:** (609) 653-8400 (x3210)

**Mobile #:** (609) 626-1023

**Fax #:** (609) 365-4000

**Email:** kbeatty@qual-lynx.com

### **TREASURER**

**Thomas J. Tontarski**

10796 Mallard Point Road

Chestertown, MD 21620

### **Member Billing:**

**Thomas Tontarski**

**PO Box 197**

**Worton, MD 21678-0197**

**Toll Free:** (877) 602-8622

**Main Phone:** (410) 778-5719

**Cell:** (609) 744-3597

**Fax #:** (410) 778-8174

**Email:** ttontarski@gmail.com

### **WELLNESS DIRECTOR**

**Debby Schiffer**

Targeting Wellness

4 Fox Hollow Lane

Sicklerville, NJ 08081

**Main Phone:** (856) 322-1220

**Cell #:** (856) 520-9908

**Email:** debby\_schiffer@targetingwellness.com

### **WEBSITE**

**George Joyce**

Joyce Media

41 Park Drive

Bridgeton, NJ 08302

**Main Phone:** (856) 455-3722

**Email:** info@joycemedia.com

EXHIBIT A  
 NEW JERSEY DEPARTMENT OF BANKING AND INSURANCE  
 CERTIFICATION OF JOINT INSURANCE FUND PROFESSIONALS  
 FOR THE FUND YEAR ENDING DECEMBER 31, 2019

I, Paul Forlenza, hereby certify that

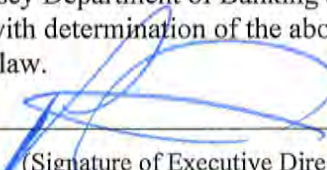
- A. I am the Executive Director of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, and am authorized to execute this certified statement. The terms and conditions for all renewal agreements or contracts, and the parties thereto, have not changed from the prior year, with exception of compensation as set forth below:

Service	Contractor	2018 Compensation Amount	2019 Compensation Amount
Actuary	The Actuarial Advantage	\$32,008	Not to exceed \$32,648
Administration / Executive Director	Arthur J. Gallagher Risk Management Services, Inc.	\$705,812	Not to exceed \$705,812
Administrative Consultant	PERMA, Inc.	\$43,803	Not to exceed \$44,679
Banking Services	Investors Bank	\$0	Based on an average balance of \$20,000,000 – Federal Funds rate less .25% with a floor (minimum) of .65% and a ceiling (maximum) of 2.0%
Asset Manager	Wilmington Trust	\$10,601	.05% of the market value of the investment portfolio
Attorney	David DeWeese, Esquire	\$106,603 \$22,500	Not to exceed \$108,735 \$750 per claim EPL/POL
Auditor	Bowman & Company	\$22,265	Not to exceed \$22,820
Claims Administration	Qual-Lynx	\$467,190	\$476,532 minimum \$577,133 maximum  \$10,000 as EPL/POL Claims Advocate
Exposure Data Mgmt System	EXIGIS, LLC	\$10,303	Not reappointed
JIF Website	Joyce Media	\$3,780	\$4,500
Managed Care	Qual-Care	\$134,619	\$501 per claim fee
Payroll Auditor	Bowman & Company	\$14,786	Not to exceed \$15,170
Property Appraiser	AssetWORKS	Not to exceed \$40,666	Not to exceed \$27,122 based upon anticipated building counts

Recording Secretary	Kristi Kristie	\$5,158	Not to exceed \$5,158
Safety Director	J. A. Montgomery Risk Control Services	\$207,632	Not to exceed \$212,409
	Right to Know	\$36,183	Not to exceed \$36,907
Subrogation Attorney	David DeWeese, Esquire	\$9,220	Prior to suit – 25% recovery Issue not joined – 30% recovery Issue joined – 33.3% recovery
Treasurer	Tom Tontarski	\$13,536	Not to exceed \$13,807
Underwriting Manager	Conner Strong & Buckelew Insurance Services	\$11,229	Not to exceed \$11,454
Wellness Director	Target Wellness	\$57,897	Not to Exceed \$58,476
Service	Contractor	2018 Compensation Amount	2019 Compensation Amount
Liability Defense Panel	Birchmeier & Powell, LLC	\$109,603	Assigned Defense Counsel - \$165 per hour Approved Associate - \$135 per hour Paralegal - \$75 per hour
Liability Defense Panel	Barker, Gelfand, & James, LLC	\$42,229	Assigned Defense Counsel - \$165 per hour Approved Associate - \$135 per hour Paralegal - \$75 per hour
Liability Defense Panel	Craig, Annin, & Baxter, LLC	\$97,092	Assigned Defense Counsel - \$165 per hour Approved Associate - \$135 per hour Paralegal - \$75 per hour
Liability Defense Panel	Brown & Connery, LLP	\$0	Assigned Defense Counsel - \$165 per hour Approved Associate - \$135 per hour Paralegal - \$75 per hour
Liability Defense Panel	Madden & Madden, PA	\$20,395	Assigned Defense Counsel - \$165 per hour Approved Associate - \$135 per hour Paralegal - \$75 per hour
Workers' Compensation Defense Panel	Pietras, Saracino, Smith, & Meeks, LLC	\$86,979	Assigned Defense Counsel - \$140 per hour Approved Associate - \$115

			per hour Occupational Cases - \$115 per hour Paralegal - \$75 per hour Court Appearances - \$65
Workers' Compensation Defense Panel	Affanato Marut, LLC	\$47,638	Assigned Defense Counsel - \$140 per hour Approved Associate - \$115 per hour Occupational Cases - \$115 per hour Paralegal - \$75 per hour Court Appearances - \$65
Workers' Compensation Defense Panel	Capehart & Scatchard, PA	\$39,387	Assigned Defense Counsel - \$140 per hour Approved Associate - \$115 per hour Occupational Cases - \$115 per hour Paralegal - \$75 per hour Court Appearances - \$65

- B. To the extent the terms and conditions of any renewal agreements or contracts, or the parties thereto, have changed since the prior year, copies of such renewal/new agreements or contracts are enclosed.
- C. I am aware that the New Jersey Department of Banking and Insurance will rely on this certification in connection with determination of the above-referenced Joint Insurance Fund's compliance with applicable law.

  
 \_\_\_\_\_  
 (Signature of Executive Director)  
 January 28, 2019  
 \_\_\_\_\_  
 (Date)

I, Robert Law, hereby certify that:

- A. I am the Chairperson of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund and am authorized to execute this certified statement.
- B. I agree with the certified statements set forth above by the Executive Director.

  
 \_\_\_\_\_  
 (Signature of Chairperson)  
 January 28, 2019  
 \_\_\_\_\_  
 (Date)

**RESOLUTION NO. 2019-1**

**RESOLUTION CONFIRMING THE ELECTION  
OF A CHAIRPERSON AND SECRETARY**

**BE IT RESOLVED** by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund that the following persons have been elected as Chairperson and Secretary:

Robert Law - **Chairperson**

Michael Razze - **Secretary**

**BE IT FURTHER RESOLVED** that the Chairperson and Secretary shall serve for the year 2019 and until their successors shall be elected and qualified.

This resolution was duly adopted by the Gloucester, Salem,  
Cumberland Counties Municipal Joint Insurance Fund  
at a public meeting held on January 28, 2019.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

BY: \_\_\_\_\_

  
CHAIRPERSON

ATTEST: \_\_\_\_\_

  
SECRETARY

DATE: \_\_\_\_\_

January 28, 2019

**RESOLUTION NO. 2019-2**  
**RESOLUTION CONFIRMING THE ELECTION**  
**OF AN EXECUTIVE COMMITTEE AND ALTERNATES**  
**FOR THE YEAR 2019**

**BE IT RESOLVED**, by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund that the following individuals are elected to the Executive Committee of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for the year 2019 and until their successors shall be appointed and qualified are hereby confirmed:

**EXECUTIVE COMMITTEE MEMBERS:**

1. Karen Sweeney, Woodbury City
2. Doris Hall, Logan Township
3. John Washington, Penns Grove Borough
4. Susan Miller, Clayton Borough
5. Carl Bagby, Swedesboro Borough

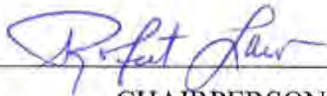
**ALTERNATES**

1. Robert Diaz, South Harrison Township
2. Kevin Clour, Lower Alloways Creek Township
3. Mark Gravinese, Harrison Township
4. Donald Banks, Deptford Township
5. Ken Brown, Carney's Point Township
6. Marjorie Sperry, Quinton Township
7. Stephanie McCaffrey, East Greenwich Township

This resolution was duly adopted by the Gloucester, Salem,  
Cumberland Counties Municipal Joint Insurance Fund  
at a public meeting held on January 28, 2019.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES**  
**MUNICIPAL JOINT INSURANCE FUND**

BY: \_\_\_\_\_



CHAIRPERSON

ATTEST: \_\_\_\_\_



SECRETARY

DATE: January 28, 2019

## RESOLUTION NO. 2019-3

### RESOLUTION APPOINTING PROFESSIONAL STAFF IN ACCORDANCE WITH A NON FAIR AND OPEN PROCESS AS DEFINED IN NJSA 19:44A-20 ET.SEQ.

**Whereas**, the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund find that it is necessary and appropriate to obtain certain professional and other extraordinary and unspecifiable services pursuant to NJSA 40A:11-5 et seq.; and

**Whereas**, it is anticipated that some of these services will exceed \$17,500 in cost to the Fund during the 2019 Fund Year; and

**Whereas**, on May 21, 2012, the Fund adopted Resolution 2012-23 Establishing a three year rotating basis for the issuance of Requests for Qualifications for Fund Professionals where it is anticipated that their services will exceed \$17,500; and

**Whereas**, on November 28, 2016 the Fund adopted the *Fund Professional Evaluations Policy* which incorporates the guidelines regarding the issuance of Requests for Qualifications as established in Resolution 2012-23; and

**Whereas**, each of the position appointments below, where it is anticipated that the costs of services will exceed \$17,500 in 2019, have been subject to a Request for Qualifications process at least once during the past three years; and

**Whereas**, after careful consideration by the Fund Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund it has been determined to be in the best interest of the Fund to obtain these services in Fund Year 2019 following a “non fair and open” process pursuant to NJSA 19:44A-20.1 et. seq. so as to eliminate the possibility of any of the Fund’s professionals from making reportable contributions to any elected officials in any member town and so as to guarantee the continuity of the Fund’s professionals; many of which have been servicing the Fund since its inception and have directly contributed to its success; and

**Whereas**, those service providers whose contracts shall exceed \$17,500 during the 2019 Fund Year have executed a “Political Contribution Disclosure Form”, “Business Entity Disclosure Certification”, and a “Stockholder Disclosure Certification”, a copy of which is attached to their Professional Service contract, acknowledging their understanding that by accepting this appointment they may be limited pursuant to NJSA 19:44A-20.6 in their ability to make reportable contributions pursuant to NJSA 19:44A-8 or 19:44A-16 as detailed in NJSA 19:44A-20.5.

**Now, THEREFORE, BE IT RESOLVED** by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, assembled in a public session on January 28, 2019, that:

1. Arthur J. Gallagher Risk Management Services, Inc. is hereby appointed as Administrator for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for an interim term commencing January 1, 2019 and continuing until March 1, 2019 with Paul A. Forlenza serving as the Executive Director and Paul J. Miola serving as the Deputy Executive Director.
2. Arthur J. Gallagher Risk Management Services, Inc. is hereby appointed as the Producer for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for EPL/POL, Volunteer Director’s & Officers Liability, and Cyber Liability coverage for a term commencing January 1, 2019 and continuing until March 1, 2019.
3. Conner Strong & Buckelew Insurance are hereby appointed as the Producer for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for EPL/POL, Volunteer

Director's & Officers Liability, and Cyber Liability coverage for a term commencing January 1, 2019 and continuing until December 31, 2019 or until the next Reorganization of the Fund.

4. David S. DeWeese, Esquire, Attorney at Law of the State of New Jersey, is hereby appointed as the Attorney (Solicitor) for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and ending on December 31, 2019 or until the next Reorganization of the Fund.
5. The DeWeese Law Firm, P. C. with David S. DeWeese, Esquire, Attorney at Law of the State of New Jersey as the designated attorney, is hereby appointed as the Subrogation Attorney for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and ending on December 31, 2019, or until the next Reorganization of the Fund.
6. David S. DeWeese, Esquire, Attorney at Law of the State of New Jersey, is hereby appointed as the Fund's EPL/POL Attorney for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019 and continuing until December 31, 2019, with compensation as set forth in the Agreement.
7. Thomas J. Tontarski is hereby appointed as Treasurer for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
8. Public Entity Risk Management Administration, Inc. [PERMA], a Division of Conner Strong & Buckelew Insurance Companies, with David Grubb, as its designated representative, is hereby appointed as Administrative Consultant for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
9. Iron Mountain is hereby appointed as Record Retention Service for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
10. Qual-Lynx, with Chris Roselli as its designated claims representatives and Alice Lihou as its designated representative, is hereby appointed as Claims Administrator for General Liability, Automobile Liability, Workers' Compensation, and Property claims and Claims Advocate for EPL/POL coverage for a term commencing January 1, 2019 and continuing until December 31, 2019 or until the next Reorganization of the Fund.
11. Qualcare, Inc., with Karen Beatty as its designated client services manager and Steve McNamara as its designated representative, is hereby appointed as the Managed Care and Network Provider for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019 and continuing until December 31, 2021.
12. AssetWORKS, Inc., with Melvin Ngayan as its designated representative is hereby appointed as Property Appraiser for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
13. Bowman & Company, LLP, with James Miles as the designated contact, is hereby appointed as Payroll Auditor for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund
14. Conner Strong & Buckelew Insurance, with Terrance Tracy as its corporate representative and Edward Cooney as its designated representative, is hereby appointed as Underwriting Manager for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for

a term commencing January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.

15. The Actuarial Advantage, Inc. with Kyle Mrotek, FCAS, as its designated representative, is hereby appointed as Actuary for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
16. Bowman & Company, LLP with James Miles as its designated representative, is hereby appointed as Auditor for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
17. Target Wellness, with Debby Schiffer, as the designated contact, is hereby appointed as Wellness Director for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
18. Kristi Kristie is hereby designated as Recording Secretary for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019.
19. Joyce Media, with George E. Joyce, III as its designated representative is hereby appointed as Website Host and Designer for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019 and continuing until December 31, 2019, or until the next Reorganization of the Fund.
20. Investors Bank, with Joseph Sette as its designated representative, is hereby appointed as Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
21. Wilmington Trust, with Fernando Garip as its designated representative, is hereby appointed as Asset Manager for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
22. M & T Bank, with Mary Alice Avery as its designated representative, is hereby appointed as Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.

**Be It Further Resolved** that the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund find and determine that the appointments herein specified require either professional services for which the individuals designated are licensed to practice a profession or for extraordinary and unspecifiable services that cannot be adequately described in specifications that would make solicitation of bids for those services meaningful or advisable, and

**Be It Further Resolved** that the compensation for the services shall be in accordance with the amounts budgeted for the specific services and subject to contracts hereby authorized and approved by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, and

**Be It Further Resolved** that the Chairperson and Secretary of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund are hereby authorized to execute Agreements with the individuals, partnerships and corporations hereby appointed for the

performance of professional or for extraordinary and unspecifiable services providing for compensation within the amounts budgeted for those services, as follows:

1. Arthur J. Gallagher Risk Management Services, Inc. is hereby appointed as Administrator for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for an interim term commencing January 1, 2019 and continuing until March 1, 2019 with Paul A. Forlenza serving as the Executive Director and Paul J. Miola serving as the Deputy Executive Director and shall be compensated in the amount of \$117,636 for said interim term.
2. David S. DeWeese, Esquire, Attorney at Law of the State of New Jersey, as the designated attorney, as the Attorney (Solicitor) for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and ending on December 31, 2019, in an amount not to exceed \$108,735 as set forth specifically in the Agreement.
3. The DeWeese Law Firm, P. C. with David S. DeWeese, Esquire, Attorney at Law of the State of New Jersey as the designated attorney, is hereby appointed as the Subrogation Attorney for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and ending on December 31, 2019, in the amounts as set forth specifically in the agreement.
4. David S. DeWeese, Esquire, Attorney at Law of the State of New Jersey, is hereby appointed as the Fund's EPL/POL Attorney for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019 and continuing until December 31, 2019, with compensation as set forth in the Agreement.
5. Thomas J. Tontarski as Treasurer for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019, in the amount of \$13,807 as set forth specifically in the Agreement.
6. Public Entity Risk Management Administration, Inc. [PERMA], a Division of Conner Strong & Buckelew Insurance Companies, with David Grubb as its designated representative, as Administrative Consultant for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019 and continuing until December 31, 2019, in the amount of \$44,679 as set forth specifically in the Agreement.
7. Iron Mountain is hereby appointed as Record Retention Service for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019, on the basis of the rate schedule as set forth specifically in the Agreement.
8. Qual-Lynx Associates, with Chris Roselli as its designated claims representatives and Alice Lihou as its designated representative is hereby appointed as Claims Administrator for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for General Liability, Workers' Compensation, Property, and Claims Advocate for EPL/POL coverage for a term commencing January 1, 2019, and continuing until December 31, 2019, shall be compensated on the basis of the rate schedule as set forth specifically in the Agreement, with a minimum fee of \$476,532 but not to exceed \$577,133 as Claims Administrator for General Liability, Workers' Compensation, and Property claims and \$10,000 for their role as Claims Advocate for EPL/POL claims, without the specific approval of the Commissioners, as set forth specifically in the Agreement.
9. Qualcare, Inc., with Karen Beatty as its designated client services manager and Steve McNamara as its designated representative, is hereby appointed as the Managed Care and Network Provider for the Service for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December

31, 2019, with an allocated file fee of \$501 per file on the basis of the rate schedule as set forth specifically in the Agreement

10. AssetWORKS, with Melvin Ngayan as its designated representative, is hereby appointed as Property Appraiser for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019, for property appraisal services at a cost of \$27,122 based upon anticipated building counts for calendar year 2019, as set forth specifically in the Agreement.
11. Bowman & Company, LLP with James Miles as its designated representative, as Payroll Auditor for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019 and continuing until December 31, 2019, at a cost not to exceed \$15,170 for calendar year 2019, without the specific approval of the Commissioners, as set forth specifically in the Agreement
12. Conner Strong & Buckelew Insurance, with Terrance Tracy as its corporate representative and Edward Cooney as its designated representative, is hereby appointed as Underwriting Manager for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019 in the amount of \$11,454 as set forth specifically in the Agreement.
13. The Actuarial Advantage, Inc. with Kyle Mrotek, FCAS, as its designated representative, as Actuary for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019, on the basis of an hourly fee schedule attached to the Agreement, but not to exceed \$32,648 without the specific approval of the Commissioners, as set forth specifically in the Agreement.
14. Bowman & Company with James Miles as its designated representative, as Auditor for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019, on the basis of an hourly fee schedule attached to the Agreement, but not to exceed \$22,820 without the specific approval of the Commissioners, as set forth specifically in the Agreement.
15. Target Wellness, with Debby Schiffer, as the designated contact, is hereby appointed as Wellness Director for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019, at a cost not to exceed \$58,476 as set forth specifically in the Agreement
16. Kristi Kristie is hereby designated as Recording Secretary for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019, in the amount of \$5,158 as set forth specifically in the Agreement.
17. Joyce Media, with George E. Joyce, III as its designated representative, is hereby appointed as Website Host and Designer for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019 and continuing until December 31, 2019, in the amount of \$4,500 as set forth specifically in the Agreement.
18. Investors Bank, with Joseph Sette as its designated representative, is hereby appointed as Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019, on the basis of the rate schedule as set forth specifically in the Agreement.
19. M & T Bank, with Mary Alice Avery as its designated representative, is hereby appointed as Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019, on the basis of the rate schedule as set forth specifically in the Agreement.

20. Wilmington Trust, with Fernando Garip as its designated representative, is hereby appointed as Asset Manager for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019, on the basis of the rate schedule as set forth specifically in the Agreement.

**Be It Further Resolved** that all of the Agreements set forth above are subject to specific approval by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, and

**It Further Resolved** that notice of the appointments and the Agreements for professional or for extraordinary and unspecifiable services shall be published as required by law, and

**Be It Further Resolved** that copies of this Resolution shall be provided to the Treasurer of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund and those so appointed for their information and attention.

This resolution was duly adopted by the Gloucester, Salem,  
Cumberland Counties Municipal Joint Insurance Fund  
at a public meeting held on January 28, 2019.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

BY: \_\_\_\_\_

CHAIRPERSON

ATTEST: \_\_\_\_\_

SECRETARY

DATE: \_\_\_\_\_

January 28, 2019

## RESOLUTION NO. 2019-4

### RESOLUTION APPOINTING PROFESSIONAL STAFF IN ACCORDANCE WITH A FAIR AND OPEN PROCESS AS DEFINED IN NJSA 19:44A-20 ET.SEQ.

**Whereas**, the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund find that it is necessary and appropriate to obtain certain professional services pursuant to NJSA 40A:11-5 et seq.; and

**Whereas**, it is anticipated that some of these services will exceed \$17,500 in cost to the Fund during the 2019 Fund Year; and

**Whereas**, after careful consideration by the Fund Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund it has been determined to be in the best interest of the Fund to obtain these services following a “fair and open” process pursuant to NJSA 19:44A-20.1 et. seq.; and

**Whereas**, on May 21, 2012, the Fund adopted Resolution 2012-23 Establishing a three year rotating basis for the issuance of Requests for Qualifications (RFQ’s) for Fund Professionals where it is anticipated that their services will exceed \$17,500; and

**Whereas**, on November 28, 2016 the Fund adopted the *Fund Professional Evaluations Policy* which incorporates the guidelines regarding the issuance of Requests for Qualifications as established in Resolution 2016-23; and

**Whereas**, pursuant to the *Fund Professional Evaluations Policy*, each Sub Committee of the Fund has been assigned responsibility for overseeing the Request for Qualifications process for certain Fund Professionals; and

**Whereas**, pursuant to the *Fund Professional Evaluations Policy* the Fund issued RFQ’s for the position of Safety Director and Right to Know Coordinator during Fund Year 2018; and

**Whereas**, the RFQ’s for the position of Safety Director and Right to Know Coordinator were advertised on June 20, 2018 with responses due back to the Executive Director’s office on July 20, 2018; and

**Whereas**, the only proposals received in response to the RFQ’s were from the firms currently holding those positions; and

**Whereas**, the Safety Committee reviewed and scored the proposals based upon a set of established criteria to determine the firm that was best able to provide the required services to the Fund; and

**Whereas**, each Committee then reported their recommendations for appointment of Fund Professionals to the Executive Committee for their review and action; and

**Whereas**, each of the recommended firms understand that if awarded a contract the firm would be required to executed a “Political Contribution Disclosure Form”, “Business Entity Disclosure Certification”, and a “Stockholder Disclosure Certification”, a copy of which is attached to their Professional Service contract, acknowledging their understanding that by accepting this appointment they may be limited pursuant to NJSA 19:44A-20.6 in their ability to make reportable contributions pursuant to NJSA 19:44A-8 or 19:44A-16 as detailed in NJSA 19:44A-20.5.

**Now, THEREFORE, BE IT RESOLVED** by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, assembled in a public session on January 28, 2019, that:

1. J. A. Montgomery Risk Control, a Division of Conner Strong & Buckelew Insurance Companies, Inc. with Keith Hummel as Safety Director and Robert Garish and Howard Spencer as its designated loss control representative is hereby appointed Safety Director for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.
2. J. A. Montgomery Risk Control, a Division of Conner Strong & Buckelew Insurance Companies, Inc. with Susan Kopek as its designated Right-to-Know Coordinator is hereby appointed Right to Know Coordinator for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 or until the next Reorganization of the Fund.

**Be It Further Resolved**, that each of the aforementioned appointments are for a one (1) year contract with two (2) additional one (1) year contract renewals; and

**Be It Further Resolved** that the compensation for the services shall be in accordance with the amounts budgeted for the specific services and subject to contracts hereby authorized and approved by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, and

**Be It Further Resolved** that the Chairperson and Secretary of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund are hereby authorized to execute Agreements with the individuals, partnerships and corporations hereby appointed for the performance of professional services providing for compensation within the amounts budgeted for those services, as follows:

1. J. A. Montgomery Risk Control, a Division of Conner Strong & Buckelew Insurance Companies, with Keith Hummel as its Safety Director and Robert Garish and Howard Spencer as its designated loss control representative is hereby appointed Safety Director for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2019, and continuing until December 31, 2019, at a cost not to exceed \$212,409 as set forth specifically in the Agreement.
2. J. A. Montgomery Risk Control, a Division of Conner Strong & Buckelew Insurance Companies, with Susan Kopek as its designated representative is hereby appointed as Right to Know Coordinator for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2019, and continuing until December 31, 2019 on the basis of an hourly fee schedule set forth in the Agreement, but not to exceed \$36,907.

**Be It Further Resolved** that all of the Agreements set forth above are subject to specific approval by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, and

**Be It Further Resolved** that copies of this Resolution shall be provided to the Treasurer of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund and those so appointed for their information and attention.

This resolution was duly adopted by the Gloucester, Salem, Cumberland

Counties Municipal Joint Insurance Fund  
at a public meeting held on January 28, 2019.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

BY: \_\_\_\_\_

CHAIRPERSON

ATTEST: \_\_\_\_\_

SECRETARY

DATE: January 28, 2019

## **RESOLUTION NO. 2019-5**

### **A RESOLUTION AWARDING CONTRACTS TO ASSIGNED DEFENSE COUNSEL AND APPROVED ASSOCIATES**

**WHEREAS**, the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund (TRICOJIF) has been organized pursuant to *N.J.S.A. 40A:10-36 et. seq.*; and

**WHEREAS**, the Fund Commissioners of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund find that it is necessary and appropriate to obtain certain legal services so that the claims filed against the member municipalities of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund and for which the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund is obligated to provide a legal defense may be properly defended; and

**WHEREAS**, the TRICOJIF, under the "Fair and Open" process, advertised a Request for Qualifications (RFQ) for three (3) one (1) year Contracts for Assigned Defense Counsel, and the responses to the RFQ were to be submitted to the Executive Director's Office by September 28, 2018; and

**WHEREAS**, the TRICOJIF received twenty-three (23) responses to the General Liability RFQ; however, the responses from Louis Cappelli, Jr., Esquire of Florio Perrucci Steinhardt & Cappelli, LLC and Michael E. Benson, Esquire of Buonadonna & Benson, P.C. were received after the deadline. There were nine (9) responses received to the Workers' Compensation RFQ. All of the responses were referred to the TRICOJIF Executive Claims Review Committee for evaluation with the exception of the late submissions; and

**WHEREAS**, the TRICOJIF Executive Claims Review Committee reviewed and evaluated all responses that were received to the RFQ, and after each member of the Committee individually completed the evaluation process, the Executive Claims Review Committee discussed the responses and determined that certain firms were recommended to be awarded Contracts for 2019; and

**WHEREAS**, those recommendations were presented to the General Membership by the Executive Committee of the TRICOJIF at their regular meeting on January 28, 2019, and through this Resolution the Executive Committee is awarding the Contracts in accordance with the recommendation of the Executive Claims Review Committee; and

**WHEREAS**, the TRICOJIF Claims Review Committee and the Fund Solicitor have recommended that Contracts be awarded to these firms for 2019.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund assembled in a public session on January 28, 2019, that the following Law Firms and Attorneys are hereby designated as Assigned Defense Counsel and Approved Associates for the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund and each firm shall be awarded a Contract for 2019 under the "Fair and Open" process:

## **General Liability Claims:**

1. Barker, Gelfand & James, P.C. with A. Michael Barker, Esquire, Todd J. Gelfand, Esquire, Vanessa E. James, Esquire and Jeffrey Sarvas, Esquire as Assigned Defense Counsel at a rate of \$165.00 per hour of attorney time; Greg DiLorenzo, Esquire and William T. Rozell, Esquire as Approved Associates at a rate of \$135.00 per hour of attorney time; and a Paralegal rate of \$75.00 per hour.
2. Craig, Annin & Baxter, LLP with Robert A. Baxter, Esquire, Timothy E. Annin, Esquire, John C. Grady, Esquire, Jeffrey S. Craig, Esquire and Paul D. Kelly, Esquire as Assigned Defense Counsel at a rate of \$165.00 per hour of attorney time; and a Paralegal rate of \$75.00 per hour.
3. Birchmeier & Powell, LLC with James R. Birchmeier, Esquire, Erin R. Thompson, Esquire and Edward N. Romanik, Esquire as Assigned Defense Counsel at a rate of \$165.00 per hour of attorney time; and a Paralegal rate of \$75.00 per hour.
4. Madden & Madden, P.A. with Michael P. Madden, Esquire, Patrick Joseph Madden, Esquire, John-Paul Madden, Esquire, Matthew Madden, Esquire, Timothy R. Bieg, Esquire, Michael V. Madden, Esquire as Assigned Defense Counsel at a rate of \$165.00 per hour of attorney time; Regina M. Phillips, Esquire and Mark W. Strasle, Esquire as Approved Associates at a rate of \$135.00 per hour of attorney time; and a Paralegal rate of \$75.00 per hour.
5. Brown & Connery, LLP with Joseph M. Nardi III, Esquire, William M. Tambussi, Esquire and Christine P. O'Hearn, Esquire as Assigned Defense Counsel at a rate of \$165.00 per hour of attorney time; Gina M. Roswell, Esquire as an Approved Associate at a rate of \$135.00 per hour of attorney time; and a Paralegal rate of \$75.00 per hour.

## **Workers' Compensation Claims:**

1. Pietras, Saracino, Smith & Meeks, LLP, with James G. Pietras, Esquire; Christopher J. Saracino, Esquire, Benjamin F. Smith, Esquire, Jody L. Meeks, Esquire and Joseph A. Vastano, Jr., Esquire as Assigned Defense Counsel at a rate of \$140.00 per hour of attorney time; a Paralegal rate of \$75.00 per hour; a maximum of \$65.00 per court appearance; and \$115.00 per hour for Occupational cases.
2. Affanato Marut, LLC with Michael S. Affanato, Esquire and Michelle K. Marut, Esquire as Assigned Defense Counsel at a rate of \$140.00 per hour of attorney time; Elizabeth Tomasso Mosteller, Esquire and Megan C. Davis, Esquire as Approved Associates at a rate of \$115.00 per hour of attorney time; a Paralegal rate of \$75.00 per hour; a maximum of \$65.00 per court appearance; and \$115.00 per hour for Occupational cases.
3. Capehart & Scatchard, P.A. with John H. Geaney, Esquire, Stephen T. Fannon, Esquire, Lora V. Northern, Esquire, Prudence M. Higbee, Esquire, Michael L. Bileci, Esquire, Claire Y. Ringel, Esquire and Ian G. Zolty, Esquire as Assigned Defense Counsel at a rate of \$140.00 per hour of attorney time; a Paralegal rate of \$75.00 per hour; a maximum of \$65.00 per court appearance; and \$115.00 per hour for Occupational cases.

Note that the above rates include all reasonable office expenses (e.g.) postage, faxes, telephone, copies, etc., and in conformance with the Litigation Management Guidelines.

**BE IT FURTHER RESOLVED** that the assignment of specific claims for defense of General Liability and Workers' Compensation claims shall be made by the Fund Solicitor and Claims Administrator for the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund, and they shall supervise and coordinate the defense of these matters in accordance with the Litigation Management Guidelines of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund.

**BE IT FURTHER RESOLVED** that the assignment of cases for defense made in accordance with prior Resolutions of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund shall continue with the Assigned Defense Counsel so assigned, subject to the authorization of the Fund Solicitor for the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund to supervise the defense of these matters and to reassign the defense matters where appropriate.

**BE IT FURTHER RESOLVED** that the rates of compensation in the Litigation Management Guidelines of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund are hereby amended to comply with the rates set forth in this Resolution.

**BE IT FURTHER RESOLVED** that this contract is being awarded following a "Fair and Open" process pursuant to NJSA 19:44A-20.1 et. seq.

**BE IT FURTHER RESOLVED** that the Fund Chairman and Secretary are hereby authorized to execute the Contracts with the Assigned Defense Counsel Law Firms to provide Legal Services to the Fund.

**BE IT FURTHER RESOLVED** that the copies of this Resolution shall be provided to the Executive Director, Fund Solicitor, and Claims Administrator of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund and those herein appointed for their information and attention.

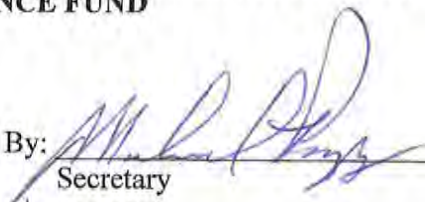
This Resolution was duly adopted by the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund at a public meeting held on January 28, 2019.

**GLOUCESTER SALEM CUMBERLAND COUNTIES MUNICIPAL  
JOINT INSURANCE FUND**

Attest:

  
Chairperson

By:

  
Secretary

Date: January 28, 2019

## **RESOLUTION NO. 2019-6**

### **A RESOLUTION RECOMMENDING THE EMPLOYMENT PRACTICES LIABILITY AND PUBLIC OFFICIALS LIABILITY DEFENSE PANEL**

**WHEREAS**, the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund (TRICOJIF) has been organized pursuant to *N.J.S.A. 40A:10-36 et. seq.*; and

**WHEREAS**, the Fund Commissioners of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund find that it is necessary and appropriate to recommend to the Fund's Employment Practice Liability and Public Officials Liability (EPL/POL) insurance carrier for 2019, QBE Insurance and their Claims Supervisor, Summit Risk, certain law firms and defense attorneys to handle the defense of the EPL/POL claims filed against the member municipalities of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund; and

**WHEREAS**, the TRICOJIF EPL/POL Committee and the Fund Solicitor have reviewed the performance of the law firms and defense attorneys who have handled the EPL/POL claims that were filed against the member municipalities of the TRICOJIF in prior years, and they have determined that those firms should continue to be assigned to handle the defense of the EPL/POL matters on behalf of the TRICOJIF member municipalities; and

**WHEREAS**, those recommendations were presented to the Executive Committee of the TRICOJIF at their regular meeting on January 28, 2019, and the Executive Committee has determined that it is appropriate to adopt a Resolution memorializing those recommendations.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund assembled in a public session on January 28, 2019, that the following Law Firms and Attorneys are hereby recommended to the EPL/POL insurance carrier, QBE Insurance and their Claims Supervisor, Summit Risk, to handle the defense of the EPL/POL claims filed against the member municipalities of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund:

#### **Employment Practices Liability/Public Officials Liability Claims:**

1. A. Michael Barker, Esquire of the Law Firm of Barker, Scott, Gelfand & James.
2. James R. Birchmeier, Esquire of the Law Firm of Birchmeier & Powell, LLC.
3. Michael P. Madden, Esquire of the Law Firm of Madden & Madden. P.A.
4. Robert A. Baxter, Esquire of the Law Firm of Craig, Annin & Baxter, LLP.
5. Armando V. Riccio, Esquire of Armando V. Riccio, LLC.

Assigned Defense Counsel shall be compensated in accordance with Professional Defense Counsel Guidelines for the Employment Practices Liability/Public Officials Liability Carrier, QBE Insurance for the TRICOJIF members which are currently at a rate of \$160.00 per hour of attorney time; an Approved Associate at a rate of \$140.00 per hour of attorney time and a Paralegal rate of \$75.00 per hour.

**BE IT FURTHER RESOLVED** that the recommendation of the assignment of specific EPL/POL claims for defense shall be made by the Fund Solicitor to the EPL/POL insurance carrier, QBE Insurance and their Claims Administrator, Summit Risk, and Fund Solicitor for the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund, shall serve as the liaison for the defense of these matters and he shall report to the TRICOJIF EPL/POL Committee as to the status of all pending matters.

**BE IT FURTHER RESOLVED** that the copies of this Resolution shall be provided to the QBE Insurance, Summit Risk and the Executive Director, the Fund Solicitor, and the Claims Administrator of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund and those herein recommended for their information and attention.

This Resolution was duly adopted by the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund at a public meeting held on January 28, 2019.

**GLOUCESTER SALEM CUMBERLAND COUNTIES**

**MUNICIPAL JOINT INSURANCE FUND**

Attest:

A handwritten signature in blue ink, appearing to read "Mahesh K. Singh", written over a horizontal line.

By:

A handwritten signature in blue ink, appearing to read "Robert J. Law", written over a horizontal line.

Date: January 28, 2019

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

**RESOLUTION NO. 2019-7**

**RESOLUTION ADOPTING CASH AND INVESTMENT POLICY**

**Whereas**, the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and

**Whereas**, the Executive Committee of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund has determined that it is advantageous for the Fund to establish an investment program which more closely matches investment maturities to cash requirement projections; and

**Whereas**, in order to accomplish these objectives, the services of a professional asset manager needs to be procured;

**Now, THEREFORE, BE IT RESOLVED**, that the following Cash and Investment policy be adopted;

**I. Cash Management and Investment Objectives**

The Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund (hereinafter referred to as JIF) objectives in this area are:

- a.) Preservation of capital.
- b.) Adequate safekeeping of assets.
- c.) Maintenance of liquidity to meet operating needs, claims settlements and dividends.
- d.) Diversification of the JIF's portfolio to minimize risks associated with individual investments.
- e.) Maximization of total return, consistent with risk levels specified herein.
- f.) Investment of assets in accordance with State and Federal Laws and Regulations.
- g.) Accurate and timely reporting of interest earnings, gains and losses by line of coverage in each Fund year.
- h.) Where legally permissible, cooperation with other local municipal joint insurance funds, and the New Jersey Division of Investment in the planning and execution of investments in order to achieve economies of scale.
- i.) Stability in the value of the JIF's economic surplus.

**II. Permissible Investments**

- a.) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America, including securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the "Investment Company Act of 1940", 54 Stat. 847 (15 U.S.C. §80a-1 et seq.), purchased and redeemed only through the use of national or state banks located within this state, if the portfolio of that investment company or investment trust is limited to bonds or other obligations of the United States of America, bonds or other obligations guaranteed by the United States of America and repurchase agreements fully collateralized by bonds or other obligations guaranteed by the United States of America,

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

which collateral shall be delivered to or held by the investment company or investment trust, either directly or through an authorized custodian;

- b.) Bonds of any Federal Intermediate Credit Bank, Federal Home Loan Bank, Federal Land Bank, Federal National Mortgage Associates or of any United States Bank for Cooperatives which have a maturity date not greater than twelve (12) months from the date of purchase;
- c.) Bonds or other obligations of the local unit or bonds or other obligations of school districts of which the local unit is a part or within which the school district is located; or
- d.) Bonds or other obligations, having a maturity date of not more than twelve (12) months from the date of purchase, approved by the Division of Investment of the Department of Treasury for investment by local units.
- e.) Debt obligations of federal agencies or government corporations with maturities not greater than ten (10) years from the date of purchase, excluding mortgage backed obligations, providing that such investments are purchased through the New Jersey Division of Investment and are consistent with the Division's own investment guidelines and provided that the investment is of a fixed rate of interest not dependent on any index of external factors.

No investment or deposit shall have a maturity longer than ten (10) years from the date of purchase.

**III. Authorized Depositories**

In addition to the above, the JIF is authorized to deposit funds in certificates of deposit and other time deposits in banks covered by the Governmental Unit Depository Protection Act, NJSA 17:9-14 et seq. (GUDPA). The JIF is also authorized to invest its assets in the New Jersey Cash Management Fund.

**IV. Authority for Investment Management**

The Treasurer is authorized and directed to make investments, with a maturity of three months or longer, through asset managers that may be selected by the Executive Board. Such asset managers shall be discretionary trustees of the JIF.

Their actions and decisions shall be consistent with this plan and all appropriate regulatory constraints.

In executing investments, asset managers shall minimize transaction costs by querying prices from at least three (3) dealers and purchasing securities on a competitive basis. When possible, federal securities shall be purchased directly from the U.S. Treasury.

Transactions shall not be processed through brokerages that are organizationally affiliated with the asset manager. Transactions may also be processed through the New Jersey Division of Investment by the Fund's asset managers.

**V. Preservation of Capital**

Securities shall be purchased with the ability to hold until maturity.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

**VI. Safekeeping**

Securities purchased on behalf of the JIF shall be delivered electronically or physically to the JIF's custodial bank, which shall maintain custodial and/or safekeeping accounts for such securities on behalf of the JIF.

**VII. Selection of Asset Managers, Custodial Banks and Operating Banks**

Asset managers, custodial banks and operating banks shall be retained for contract periods of one (1) year. Additionally, the JIF shall maintain the ability to change asset managers and/or custodial banks more frequently based upon performance appraisals and upon reasonable notice, and based upon changes in policy or procedures.

**VIII. Reporting**

Asset managers will submit written statements describing the proposed investment strategy for achieving the objectives identified herein. Asset managers shall also submit revisions to strategy when justified as a result of changing market conditions or other factors. Such statements shall be provided to the Treasurer and Executive Director.

Asset managers and the custodial bank shall provide such other reports and documentation as has been specified by the MEL. The asset manager shall provide such other reports as may be requested from time to time by the Treasurer and Executive Director. The Treasurer shall report to the Executive Board at monthly meetings on all investments as required by law.

The asset manager shall provide the Treasurer with a copy of the institution's annual National Association of Security Dealers' audit.

**IX. Audit**

This plan, and all matters pertaining to the implementation of it, shall be subject to the JIF's annual audit.

**X. Cash Flow Projections**

Asset management decisions shall be guided by cash flow factors prepared by the JIF's Actuary and reviewed by the Executive Director and the Treasurer.

**XI. Cash Management**

All monies turned over to the Treasurer shall be deposited within forty-eight (48) hours in accordance with NJSA 40A:5-15.

In the event a check is made payable to the Treasurer rather than the Fund, the following procedure is to be followed:

- a.) The Treasurer endorses the check to the Fund and deposits it into the Fund account.
- b.) The Treasurer notifies the payer and requests that in the future any check be made payable to the Fund.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

The Treasurer shall minimize the possibility of idle cash accumulating in accounts by assuring that all accounts in excess of negotiated compensating balances are kept in interest bearing accounts or promptly swept into the investment portfolio.

The method of calculating banking fees and compensating balances shall be documented to the Executive Board at least annually.

Cash may be withdrawn from investment pools under the discretion of asset managers only to fund operations, claims imprest accounts or approved dividend payments.

The Treasurer shall escheat to the State of New Jersey checks that remain outstanding for twelve or more months after the date of issuance. However, prior to implementing such procedures, the Treasurer, with the assistance of the claims agent, as needed, shall confirm that the outstanding check continues to represent a valid claim against the Fund.

**XII. Cooperation with Affiliated Joint Insurance Funds (JIFs)**

Where legally permissible, the JIF is authorized to participate in master investment trusts or other cooperative arrangements with other municipal joint insurance funds. Such arrangements must meet minimum standards contained herein, and must be approved by the Executive Board.

**Be It Further Resolved** that the Chairperson and Secretary be and are hereby authorized to continue the existing agreement with Wilmington Trust Financial Advisors for asset management services through December 31, 2019 or the next reorganization of the Fund.

**Be It Further Resolved**, that copies of this Resolution shall be provided, within seven (7) days of its adoption, to the Treasurer, Administrative Consultant, Asset Manager, Auditor, and Administrator of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for their information and attention.

This resolution was duly adopted by the Gloucester, Salem,  
Cumberland Counties Municipal Joint Insurance Fund  
at a public meeting held on January 28, 2019.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

BY: \_\_\_\_\_

CHAIRPERSON

ATTEST: \_\_\_\_\_

SECRETARY

DATE: January 28, 2019

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

**RESOLUTION NO. 2019-8**

**ADOPTING PROCEDURES IN COMPLIANCE WITH  
THE OPEN PUBLIC MEETINGS ACT**

**Whereas**, the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund is duly constituted as a Municipal Self Insurance Fund and is subject to certain requirements of the **Open Public Meetings Act, N.J.S.A. 10:4-6, et seq.**, and

**Whereas**, the participating Municipalities have made their respective designations of Commissioners who will collectively serve as the Governing Body of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, and

**Whereas**, the **Open Public Meetings Act** provides that upon the adoption by a public body of a schedule of meetings to be held during the calendar year that no further notice of those meetings will be necessary, and

**Whereas**, it is necessary for the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund to make certain other administrative and organizational determinations for the proper operation of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund,

**Now, THEREFORE, BE IT RESOLVED** by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, assembled in public session on this 28th day of January 2019, that:

1. The Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund hereby designates the Fourth Monday of each Month, specifically;

January 28, 2019  
February 25, 2019  
March 25, 2019  
April 22, 2019  
May 20, 2019 (Third Monday)  
June 24, 2019  
July 25, 2019 (Fourth Thursday)  
**No August Meeting**  
September 23, 2019  
October 28, 2019  
November 25, 2019  
December 23, 2019 (Third Monday)  
January 27, 2020

as the dates of its regular meetings except as noted above and the meeting of January 27, 2020, shall serve as the 2020 Reorganization Meeting. Unless otherwise modified by Resolution, all meetings shall begin at 5:00 PM and be held at the Gloucester County Library, 389 Wolfert Station Road, Mullica Hill, NJ with the exception of the July 25, 2019 meeting which shall begin at 4:00 PM and be held at Auletto's Catering, 1849 Cooper Street, Almonesson, NJ. In addition, with the exception of the July 25, 2019 meeting date, the Executive Claims Committee shall meet on each of these dates at 3:30 PM at the Gloucester County Library, 389 Wolfert Station Road, Mullica Hill, NJ. The

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

Executive Claims Committee shall also meet at 3:30 PM on July 22, 2019 at the Gloucester County Library, 389 Wolfert Station Road, Mullica Hill, NJ.

2. A copy of all advance notices of special meetings of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund shall, shall be provided, in accordance with the Open Public Meetings Act, to the newspaper designated in this Resolution; be filed with the Clerk of each of the municipalities which are members of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund and be posted in the Municipal Buildings of each of the member municipalities in the same manner as notices of other public meetings are posted.
3. Any person may request, in writing, that the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund mail to him or her a copy of the schedule of meetings and/or advance written notice of regular, special or re-scheduled meetings of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund. Upon prepayment by such person of the applicable fee set forth in this Resolution, the schedule and/or advance notice shall be mailed to that person. All requests made pursuant to this paragraph shall terminate at midnight, December 31st of the current year, subject to renewal thereafter upon filing of a new written request to the Board together with the prepayment of the applicable fee. Notices requested by new media shall be mailed to one representative of such media free of charge.
4. The following schedule of mailing fees is hereby established:
  - a. For a copy of the schedule of meetings and revisions thereto, the sum of \$10 per year.
  - b. For advance written notice of a particular meeting designated in the request, the sum of \$3.
  - c. For advance written notice of all regular, special or re-scheduled meetings during the calendar year, the sum of \$10.
5. The following newspapers are hereby designated as the official newspapers for transmittal of all notices of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund required pursuant to the Open Public Meetings Act:

South Jersey Times  
Courier Post
6. Upon the affirmative vote of three-fourths of the Commissioners present, the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund may hold a meeting without compliance with the notice requirements of this Resolution if:
  - a. such a meeting is required to deal with matters of such urgency and importance that delay for the purpose of providing adequate notice would be likely to result in substantial harm to the public interest, and
  - b. the meeting is limited to discussion of and acting with respect to such matters of urgency and importance; and
  - c. notice of such meeting is provided as soon as possible following the calling of such meeting by sending written notice to the newspaper designated in this Resolution and by filing said notice with the Clerk of each of the member municipalities of the Fund; and

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

- d. either (a) the Fund could not reasonably have foreseen the need for such meeting at a time when adequate notice could have been provided; or (b) although the Fund could reasonably have foreseen the need for such meeting at a time when adequate notice could have been provided, it nevertheless failed to do so.

**Be It Further Resolved**, that copies of this Resolution shall be provided, within seven (7) days of its adoption, to the newspapers designated above to receive notice of meetings and to the Clerks of the municipalities participating in the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for posting as required by law and to the Administrator and Treasurer of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for their information and attention.

This resolution was duly adopted by the Gloucester, Salem,  
Cumberland Counties Municipal Joint Insurance Fund  
at a public meeting held on January 28, 2019.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

BY: \_\_\_\_\_

CHAIRPERSON

ATTEST: \_\_\_\_\_

SECRETARY

DATE: \_\_\_\_\_

January 28, 2019

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

**RESOLUTION NO. 2019-9**

**ADOPTING FISCAL POLICIES AND PROCEDURES**

**Designation of Depositories**

**Designation of Signatories**

**Investments**

**Cash Management Plan**

**Whereas**, the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund has been organized in accordance with the provisions of N.J.S.A. 40A:10-36 et seq., and

**Whereas**, the participating Municipalities have made their respective designations of Commissioners who will collectively serve as the Governing Body of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, and

**Whereas**, the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund find that it is necessary and appropriate to make decisions regarding the operations of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund,

**Now, THEREFORE, BE IT RESOLVED** by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, assembled in public session on January 28, 2019 that:

1. Investors Bank, with offices located in Short Hills, New Jersey, and organized under the laws of the United States or of the State of New Jersey is hereby designated as the primary depository of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund until December 31, 2019 or the next Reorganization Meeting of the Fund.
2. M & T Bank, with offices located in Buffalo, New York, and organized under the laws of the United States or of the State of New Jersey is hereby designated as the primary depository of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund until December 31, 2019 or the next Reorganization Meeting of the Fund.
3. In addition, any Bank, Trust Company, Savings Bank or Savings and Loan Association, having its principal place of business in the State of New Jersey and organized under the laws of the United States or of the State of New Jersey is hereby designated as an investment depository of the Burlington County Municipal Joint Insurance Fund, provided that prior to the deposit of any funds in any depository authorized herein, the designated institution shall file with the Treasurer of the Burlington County Municipal Joint Insurance Fund a statement certifying that the institution is covered under the provisions of the Government Units Deposit Protection Act, N.J.S.A. 15:9-41, et seq.

Prior to the deposit of any funds in the above-mentioned depositories, said institution shall file with the Fund Treasurer a statement indicating that the bank is covered under the Government Units Deposit Protection Act, N.J.S.A. 17:9-41 et seq.

**BE IT FURTHER RESOLVED** that the State of New Jersey Case Management Fund and M & T and Investor's Bank be designated as legal depositories for Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for the term ending December 31, 2019.

4. The following Fund Officials are hereby authorized to sign checks or withdrawal slips where any two (2) of the following signatures are required:

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

Fund Chairperson  
Fund Secretary  
Fund Treasurer  
Fund Administrator  
(via either the Executive Director  
or Deputy Executive Director)

5. The following persons of Qual-Lynx are hereby authorized as signatories for any claims checks to be drawn on the claims accounts of the Fund where any two (2) of the following signatures are required:

Janet Buggle, VP, Finance, Qual-Lynx Associates  
(facsimile signature not authorized)  
Alice Lihou, Executive Vice President, Qual-Lynx Associates  
(facsimile signature not authorized)  
David S. Ruber, Controller, Qual-Lynx Associates  
(facsimile signature authorized)

**WHEREAS**, it is desirable that idle funds of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund be invested in legal investment vehicles at all times, and

**WHEREAS**, it is occasionally necessary to transfer funds for the purpose of meeting claims, Fund expenses, or for the purpose of effecting investments,

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, that it does hereby authorize the Fund Treasurer to request bids and to place orders for the investment of idle funds solely in legally authorized investment vehicles, and

**BE IT FURTHER RESOLVED**, that the Fund Treasurer is hereby authorized to transfer funds by wire solely for the following purposes and subject to all pertinent regulations:

- A. To and From Fund checking or savings accounts to other Fund accounts.
  - B. To or from Fund checking or savings accounts to or from accounts specified as authorized depositories or the State of New Jersey Cash Management Funds solely for the purposes of investing for the account of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund.
6. It is the intent of the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, and the Treasurer, that all funds be managed in accordance with N.J.S.A. 40A:5-14 and N.J.S.A. 40A:5-15, and all other applicable statutes and regulations pursuant to the New Jersey Statutes of the Department of Community Affairs and any statutes and regulations promulgated by the Department of Banking and Insurance.

It is the intent that all monies received from any source shall be deposited within 48 hours after the receipt thereof and that the Treasurer is charged with the custody of all funds of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund and he shall deposit all receipts within 48 hours to the credit of the fund to the depositories authorized by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

All funds deposited by the Treasurer shall be placed into an approved, interest bearing account and after determination of immediate cash flow requirements, the funds invested in the interest bearing account may be additionally reinvested in federally guaranteed "time" deposit investment vehicles in depositories duly authorized by the State of New Jersey and approved by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund.

All investments shall also be in conformance with N.J.S.A. 40A:5-15(b) and N.J.S.A. 40A:5-15.2. All deposits and payments shall be in conformance with the Fiscal Affairs Law, N.J.S.A. 40A:5-15 in regards to the deposit of monies for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund and investments, N.J.S.A. 40A:5-17 and N.J.S.A. 40A 5-18.

**Be It Further Resolved**, that copies of this Resolution shall be provided, within seven (7) days of its adoption, to the Treasurer, Claims Administrator, Auditor, and Administrator of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for their information and attention.

This resolution was duly adopted by the Gloucester, Salem,  
Cumberland Counties Municipal Joint Insurance Fund  
at a public meeting held on January 28, 2019.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

BY: \_\_\_\_\_

CHAIRPERSON

ATTEST: \_\_\_\_\_

SECRETARY

DATE: \_\_\_\_\_

January 28, 2019

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

**RESOLUTION NO. 2019-10**

**ADOPTING ADMINISTRATIVE POLICIES AND PROCEDURES**

**Delinquent Assessments  
Service of Process  
Custodian of Records**

**Whereas**, the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund has been organized in accordance with the provisions of N.J.S.A. 40A:10-36 et seq., and

**Whereas**, the participating Municipalities have made their respective designations of Commissioners who will collectively serve as the Governing Body of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, and

**Whereas**, the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund find that it is necessary and appropriate to make decisions regarding the operations of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund,

**Now, THEREFORE, BE IT RESOLVED** by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, assembled in public session on January 28, 2019, that:

1. There is hereby established an interest rate to be charged on all delinquent assessments for the year 2019 of ten (10%) per cent per annum from the due date for any such assessments, except that no interest shall be charged after February 15, 2019 if payment is received by March 15, 2019. However, if payment is received after March 15, 2019, interest shall be charged retroactive to February 15, 2019.

Further, no interest shall be charged on the second installment after August 15, 2019 if payment is received by September 15, 2019. However, if payment is received after September 15, 2019, interest shall be charged retroactive to August 15, 2019.

2. There is hereby established a ten(10%) per cent per annum interest rate on all delinquent co-payments and deductibles due and owing to the Municipal Excess Liability Joint Insurance Fund by a member that must be paid on a member's behalf by the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund. The amount of interest due from the member shall be calculated from the date the Fund makes the payment on the member's behalf to the date the co pay and deductible are repaid to the Fund.
3. Paul A. Forlenza, MGA, RMC, is designated as the person authorized to accept service of process on behalf of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund at 6000 Sagemore Drive, Suite 6203, Marlton, NJ 08053.

**Be It Further Resolved**, that copies of this Resolution shall be provided to the Secretary, to the Administrator and to the Treasurer of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for their information and attention.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

This resolution was duly adopted by the Gloucester, Salem,  
Cumberland Counties Municipal Joint Insurance Fund  
at a public meeting held on January 28, 2019.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

BY:



CHAIRPERSON

ATTEST:



SECRETARY

DATE:

January 28, 2019

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

**RESOLUTION NO. 2019-11**

**DESIGNATING THE EXECUTIVE DIRECTOR  
AS THE PUBLIC AGENCY COMPLIANCE OFFICER  
IN ACCORDANCE WITH THE AFFIRMATIVE ACTION  
REGULATIONS ISSUED BY THE DEPARTMENT OF THE TREASURY**

**Whereas**, the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund has been organized in accordance with the provisions of N.J.S.A. 40A:10-36 et seq., and

**Whereas**, the participating Municipalities have made their respective designations of Commissioners who will collectively serve as the Governing Body of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, and

**Whereas**, the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund is a public agency with regard to the Local Public Contracts Law and regulations governing the award of contracts by public agencies, and

**Whereas**, the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund is required to designate a Public Agency Compliance Officer in accordance with Affirmative Action regulations issued by the New Jersey Department of the Treasury.

**Now, THEREFORE, BE IT RESOLVED** by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, assembled in public session on January 28, 2019, that the Executive Director shall be the Public Agency Compliance Officer for purposes of the Affirmative Action regulations issued by the New Jersey Department of the Treasury, and that communications to him may be addressed to:

Paul A. Forlenza, MGA, RMC  
Executive Director  
Gloucester, Salem, Cumberland Counties  
Municipal Joint Insurance Fund  
P.O. Box 490  
Marlton, New Jersey 08053  
Telephone: 856/446-9100  
TeleFAX: 856/446-9149

**BE It Further Resolved** that copies of this Resolution shall be provided to the Secretary, Executive Director and Solicitor of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund and to the Affirmative Action Office in the New Jersey Department of the Treasury for their information and attention.

This resolution was duly adopted by the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund at a public meeting held on January 28, 2019.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

BY: \_\_\_\_\_

CHAIRPERSON

ATTEST: \_\_\_\_\_

SECRETARY

DATE: \_\_\_\_\_

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

**RESOLUTION NO. 2019-12**

**ADOPTING AND ESTABLISHING A CONFLICT OF INTEREST POLICY**

**Whereas**, the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and

**Whereas**, the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund is duly constituted as a Municipal Self Insurance Fund to provide insurance coverage to its member municipalities, and

**Whereas**, the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund have determined that the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund is distinguished from commercial insurance providers by virtue of the fact that it is formed by municipalities, it is funded by public monies appropriated by the member municipalities, it serves a public purpose and is responsible for the discharge of its function in a manner consistent with ethical policies applicable to municipal government, and

**Whereas**, the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund find that it is appropriate to establish certain policies applicable to potential conflicts of interest by the officials and professional staff of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund,

**Now, THEREFORE, BE IT RESOLVED** by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, assembled in a public session on January 28, 2019, that:

**Findings:**

1. The Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund is a joint enterprise of the following municipalities:

Alloway, Carneys Point, Clayton, Deptford, East Greenwich, Elk, Elsinboro, Fairfield, Franklin, Glassboro, Greenwich, Harrison, Logan, Lower Alloways Creek, Mannington, Mantua, Monroe, Oldmans, Paulsboro, Penns Grove, Pennsville, Pilesgrove, Pitman, Quinton, Shiloh, South Harrison, Swedesboro, Upper Pittsgrove, Vineland, Washington, Wenonah, West Deptford, Westville, Woodbury, Woodbury Heights, Woodstown, and Woolwich

providing those municipalities with coverage as permitted by New Jersey statute, including but not limited to, general liability, automobile liability, property, police professional and worker's compensation coverage.

2. The municipalities which are members of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund are jointly responsible for the defense and payment of claims against each other in accordance with the standards and limitations applicable to the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund.
3. While in some aspects of its activity the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund functions in a manner similar to that of a commercial insurance provider, it is clearly distinguished by the fact that it is created by the member municipalities; it is governed by Commissioners appointed by the member municipalities; its funding is provided exclusively by the member municipalities and thereby constitute public funds; those associated with the Gloucester, Salem, Cumberland Counties

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

Municipal Joint Insurance Fund are compensated with those public funds; the function of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund is to fulfill a public purpose by providing insurance coverage exclusively to its member municipalities; there is a need for those appointed by the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund to freely discuss and evaluate potential liability exposures of the member municipalities and to receive information on municipal activities and operations in the same manner as those directly appointed by the member municipalities to advise them; and the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund is bound by many of the same laws and regulations applicable to municipalities with regard to financial records, public contracts and public meetings.

**Conflict of Interest Policy**

4. It is hereby determined by the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund that it is in the best interests of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund and the member municipalities to establish a policy regarding potential conflicts of interest affecting those appointed or retained by the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund.
5. It is further determined that it would be inappropriate for an individual appointed or retained by the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, or for any person owning or employed by the business entity with which the appointed individual is associated, to undertake the representation or appearance on behalf of a party in a matter or claim adverse to that of the member municipalities. The potential conflict of interest or appearance of a conflict of interest specifically extends to the assertion of claims against the member municipalities and to appearances before agencies of those municipalities.
6. The Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund has determined that it is a conflict of interest for a Gloucester, Salem, Cumberland Counties Municipal Joint Insurance defense attorney to represent any plaintiff, claimant or interest in any legal action, except as stated herein, against any member municipality, regardless of Fund affiliation, including but not limited to the Municipal Excess Liability Fund. It shall be deemed to be a violation of the within Conflict of Interest Policy, by any designated defense attorney of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund to take on such representation enjoined by this paragraph. Any Gloucester, Salem, Cumberland Municipal Joint Insurance Fund defense attorney that knowingly violates this policy is subject to be removed from the list of approved defense attorneys.
7. In determining the nature and extent of the conflict of interest policy, guidance can be drawn from the Opinions of the Advisory Committee on Professional Ethics that address the restrictions on municipal attorneys and those associated with their law offices and the reasons underlying those Opinions. In adopting this Policy, however, the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund are aware of Opinion No. 640 issued for attorneys by the Advisory Committee on Professional Ethics which compared a Municipal Joint Insurance Fund to a commercial insurance company and determined that there was not a conflict between representing a Joint Insurance Fund and appearing before a municipal agency. To the extent of the

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

policy adopted by this Resolution, the Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund do not adopt the rationale of Opinion No. 640 and hereby determine that the nature of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund; its creation by the member municipalities; its funding by the member municipalities; its governance by the municipal officials appointed by the member municipalities and the need to share confidential information regarding potential liabilities affecting the member municipalities is sufficient to present a potential conflict of interest or the potential for an appearance of a conflict of interest and that it must be avoided by those associated with the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund.

**Exceptions.**

8. The general policy prohibiting those retained or appointed by the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund from appearing before agencies of the member municipalities shall not be applicable to the representation of parties in the Municipal Court for motor vehicle violations, including drunk driving, provided that the defense is not based upon and the parties are not asserting any claim against a police officer, a municipal employee or the municipality for any alleged wrongful or improper action. It is noted that even traffic violations require sensitivity to potential conflicts, since charges arising out of a motor vehicle accident, could well result in a subsequent claim against the municipality. Those situations which would present a conflict of interest between the representation of a client and the representation of municipal interests should be avoided. Claims against municipal members will need to be evaluated and defended by the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund and the defense should not be compromised by the representation of a party asserting a claim.
9. The general policy prohibiting those retained or appointed by the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund from appearing before agencies of the member municipalities may be waived with regard to the representation of parties with minor development applications before the Planning Board or the Zoning Board of Adjustment. Where a person retained or appointed by the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund seeks to appear before the Planning Board or the Zoning Board of Adjustment of a member municipality for any relatively minor application, in which there is not a substantial adversarial relationship to the municipality, a waiver of the conflict of interest policy may be requested for that application. The request for the waiver shall be reviewed by the Executive Director and the Solicitor for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund and the Commissioner representing the municipality in which the application is to be considered to the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund to determine whether a waiver shall be allowed in the particular matter after considering the nature of the application and whether any use or significant bulk variances are requested.
10. Nothing in the policy adopted herein shall bar an individual from representing or appearing for himself or herself or a member of his or her immediate family residing with him or her before any municipal agency.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

**Be It Further Resolved**, that copies of this Resolution shall be provided to each of the officials and professionals appointed by the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for their information and attention.

This resolution was duly adopted by the Gloucester, Salem,  
Cumberland Counties Municipal Joint Insurance Fund at a  
public meeting held on January 28, 2019.

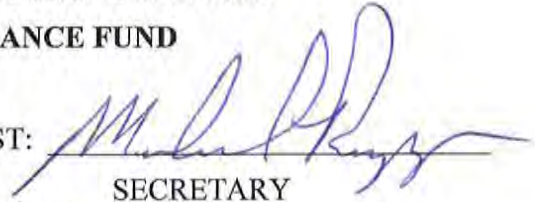
**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

BY: \_\_\_\_\_



CHAIRPERSON

ATTEST: \_\_\_\_\_



SECRETARY

DATE: January 28, 2019

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

**RESOLUTION 2019 - 13**

**ESTABLISHING A FUND RECORDS PROGRAM**

**WHEREAS** the FUND must establish a formal record retention program for the 2019 fund year.

**NOW, THEREFORE BE IT RESOLVED**, by the FUND's Governing Body that:

- I.** Michael Razze, **Fund Secretary**, is hereby designated as Custodian of the FUND Records, which shall be kept at the office of the Fund Administrator, located at 6000 Sagamore Drive, Suite 6203, Marlton, NJ 08053.
- II.** Paul A. Forlenza, MGA, RMC, Executive Director, is hereby designated as **Deputy Custodian of FUND Records**.
- III.** The records of the FUND shall be retained in accordance with the municipal records retention schedule as promulgated by the New Jersey Division of Archives and Records Management, and/or otherwise specified by the New Jersey Department of Insurance and Community Affairs.
- IV.** Each fund professional and service organization shall have the duty and obligation to maintain such records as are entrusted to him/her and to relinquish such records to the Fund Secretary upon termination of services or otherwise upon request.

Records and files not required to support current operations, but which must otherwise be retained, shall be stored in record retention facilities owned and operated by Iron Mountain, located at 2500 Henderson Drive, Sharon Hill, Pennsylvania 19079. The FUND's Executive Director shall coordinate the archive process and shall insure that all records are properly indexed and accessible.

This resolution was duly adopted by the Gloucester, Salem,  
Cumberland Counties Municipal Joint Insurance Fund  
at a public meeting held on January 28, 2019

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

BY: \_\_\_\_\_

CHAIRPERSON

ATTEST: \_\_\_\_\_

SECRETARY

DATE: \_\_\_\_\_

January 28, 2019



## RESOLUTION NO. 2019-14

### GLOUCESTER, SALEM, CUMBERLAND COUNTIES MUNICIPAL JOINT INSURANCE FUND (hereinafter the "Fund")

#### ESTABLISHING THE 2019 PLAN OF RISK MANAGEMENT

BE IT RESOLVED by the Fund's governing body that the 2019 Plan of Risk Management shall be:

- 1.) **The perils or liability to be insured against.**
  - a.) The Fund insures the following perils or liability:
    - **Workers' Compensation** including Employer's Liability, USL&H and Harbor Marine/Jones Act.
    - **General Liability** including Police Professional Liability, Employee Benefits Liability, Quasi Municipal Organization Liability, Garage Keeper's Liability, Failure to Supply (water and electricity), Riot, Civil Commotion or Mob Action, Good Samaritan, Disinfecting Agents Release Hazard, and Skateboard Facility.
    - **Automobile Liability** including PIP and uninsured/Underinsured Motorists Coverage.
    - **Blanket Crime** including public employee dishonesty; forgery or alteration; theft, disappearance and destruction; robbery and safe burglary; and computer fraud with funds transfer. Excludes Statutory Positions.
    - **Property** including Boiler and Machinery
    - **Public Officials and Employment Practices Liability**
    - **Volunteer Directors & Officers Liability**
    - **Cyber Liability**
  - b.) The following coverages are provided to the Fund's member local units by their membership in the Municipal Excess Liability Joint Insurance Fund (MEL).
    - **Excess Workers' Compensation**

- **Excess General Liability**
  - **Non-Owned Aircraft Liability**
  - **Excess Auto Liability**
  - **Optional Excess Public Officials & Employments Practices Liability**
  - **Optional Excess Liability**
  - **Excess Property including Boiler and Machinery**
  - **Crime** including (1) **excess public employee coverage**, (2) **excess public officials coverage** where the Statutory Positions coverage is insured commercially for primary coverage and (3) coverage for **Statutory Positions** insured on a primary basis with MEL (where approved).
- c.) **Environmental Impairment Liability** – Coverage is provided to the Fund's member local units by the Fund's membership in the New Jersey Municipal Environmental Risk Management Fund.
- 2.) **The limits of coverage.**
- a.) **Workers' Compensation** limits.
- The Fund covers \$500,000 CSL.
  - The MEL covers excess claims to the following limits.
    - Workers' Compensation - statutory
    - Employer's Liability - \$6,500,000 in excess of the Fund's \$500,000
    - USL&H – Included in workers Compensation
    - Harbor Marine/Jones Act - Included in employers liability
    - Incidental Foreign Workers Compensation - included
    - Communicable Disease Coverage - included

b.) **General Liability** limits.

- The Fund covers \$500,000 CSL.
- The MEL covers excess liability claims as follows:
  - General Liability - \$4,500,000 CSL excess the Fund's \$500,000. The \$3,000,000 excess \$2,000,000 layer is subject to a \$3,000,000 per member local unit annual aggregate limit.
  - Police Professional - included in the MEL's excess General Liability limits.
  - Employee Benefits Liability - included in the MEL's excess General Liability limits.
  - Good Samaritan Liability - included in the MEL's excess General Liability limits.
  - Quasi Municipal Organization Liability. (Non-profit organizations included by a member local unit in the town's insurance program.)
    - Emergency Service Units and Auxiliaries - included in the MEL's excess General Liability limits.
    - Other\* - \$4,500,000 CSL excess of the Fund's \$500,000. The \$3,000,000 excess \$2,000,000 layer is included in the MEL's excess General Liability \$3,000,000 excess \$2,000,000 per member local unit annual aggregate limit.

\*Subject to availability and approval within specific JIF.

- Garage Keeper's Liability - \$1,500,000 CSL excess of the Fund's \$500,000.
- Failure to Supply Liability - \$4,500,000 CSL excess of the Fund's \$300,000. The \$3,000,000 excess of the \$2,000,000 layer is included in the MEL's General Liability \$3,000,000 excess of \$2,000,000 per member local unit annual aggregate limit.
- Riot, Civil Commotion or Mob Action - \$4,500,000 CSL excess of the Fund's \$500,000. The \$3,000,000 excess of

the \$2,000,000 layer is included in the MEL's General Liability \$3,000,000 excess of \$2,000,000 per member local unit annual aggregate limit.

- Dams (Class III and IV – Low Hazard) - \$4,500,000 CSL excess of the Fund's \$500,000. The \$3,000,000 excess of the \$2,000,000 layer is included in the MEL's General Liability \$3,000,000 excess of \$2,000,000 per member local unit annual aggregate limit.
- Dams (Class I and II – High Hazard) - \$500,000 CSL excess of the Fund's \$500,000.
- Subsidence Property Damage Liability- \$3,500,000 CSL excess of the Fund's \$500,000. The \$2,000,000 layer excess of \$2,000,000 layer is included in the MEL's General Liability and is subject to a \$2,000,000 "all members" annual aggregate limit excess of the \$2,000,000 each occurrence. There is no bodily injury liability sub-limit for subsidence.
- Sewer Back Up - \$3,500,000 CSL excess of the Fund's \$500,000. The \$2,000,000 layer excess of \$2,000,000 layer is included in the MEL's General Liability and is subject to a \$2,000,000 "all members" annual aggregate limit excess of the \$2,000,000 each occurrence. There is no bodily injury liability sub-limit for sewer back-up.
- Disinfecting Agents Release Hazard - \$500,000 CSL excess of the Fund's \$500,000.
- Skateboard Facilities - \$4,500,000 CSL excess of the Fund's \$500,000. The \$3,000,000 excess of the \$2,000,000 layer is included in the MEL's General Liability \$3,000,000 excess of the \$2,000,000 each occurrence. (Note: requires Fund approval).

Approval has been granted for the following Skateboard Facilities:

Pennsville Skateboard Facility  
Monroe Township Skateboard Facility  
Clayton Borough Skateboard Facility

c.) **Automobile Liability limits.**

- The Fund covers \$500,000 CSL for Bodily Injury Liability, Property Damage Liability and PIP.
  - The Fund covers \$15,000/\$30,000/\$5,000 for underinsured/Uninsured Motorists Liability.
  - The MEL covers Automobile Bodily Injury and Property Damage Liability claims excess of the Fund's \$500,000 CSL limit in the MEL's excess General Liability limit except that Automobile Liability claims which penetrate the excess of \$2,000,000 layer are not subject to the aggregate limitation.
  - The JIF provides PIP limits of \$250,000.
  - The MEL does not provide excess PIP or Uninsured/Underinsured Motorist Coverage.
- d.) **Non-Owned Aircraft.** The MEL covers \$5,000,000 CSL for Bodily Injury and Property Damage Liability, and \$5,000 medical expense for each passenger.
- e.) **Public Officials Liability. (POL)**
- The JIF, 100% commercially insured with QBE North America, covers \$2,000,000 in the aggregate on a claims made and reported basis per member municipality for each Fund year subject to a deductible and coinsurance as outlined below. There is a combined POL/EPL \$2,000,000 per member local unit annual aggregate.
  - \$20,000 deductible per occurrence, except that a \$75,000 deductible per occurrence applies for member local units with unfavorable loss experience.
  - 20% coinsurance of the first \$250,000 of the loss.
  - For member local units without approved EPL Loss Control/Risk Management Programs:
    - 20% surcharge on the local units annual assessment (premium) for this line of coverage
  - By Resolution of the Executive Committee, the Fund may authorize the payment of a class action settlement on behalf



of each affected participating member for which the Fund, by action of the Executive Committee, agrees to extend coverage.

NOTE: Member local units that qualify based on certain criteria to have options to purchase a lower deductible and coinsurance contribution. New members with adverse loss experience may be subject to higher deductible and coinsurance as provided by QBE North America.

**f.) Employment Practices Liability (EPL)**

- The JIF, 100% commercially insured with QBE North America, covers \$2,000,000 in the aggregate on a claims made and reported basis per member municipality for each Fund year subject to a deductible and coinsurance as outlined below. There is a combined POL/EPL \$2,000,000 per member local unit annual aggregate.
- For member local units with approved EPL Loss Control/Risk Management Programs:
  - \$20,000 deductible per occurrence, except that a \$75,000 deductible per occurrence applies for member local units with unfavorable loss experience.
  - 20% coinsurance of the first \$250,000 of the loss
- For member local units without approved EPL Loss Control/Risk Management Programs:
  - \$100,000 deductible per occurrence, except that a \$150,000 deductible per occurrence applies for member local units with unfavorable loss experience.
  - 20% coinsurance (no cap) 1<sup>st</sup> \$2 million (not imposed against optional limits).
  - 20% surcharge on the local units annual assessment (premium)

NOTE: Member local units that qualify based on certain criteria have options to purchase a lower deductible and coinsurance contribution. New members with adverse loss experience may be subject to higher deductible and coinsurance as provided by QBE North America.



g.) **Optional Directors and Officers Liability (D & O) - Fire Companies and Emergency Service Units.**

- The JIF, 100% commercially insured with QBE North America, provides optional \$1 million or \$2 million annual aggregate limits for Fire Companies or Emergency Service Units subject to optional deductibles of \$1,000, \$2,000 or a \$5,000 deductible.

h.) **Property (effective 12:01 A.M. December 31, 2017) –**

The Fund covers \$50,000 per occurrence (Property & Time Element combined) less applicable member deductibles:

- Flood for locations wholly or partially within 100-year flood zone
- Boiler and Machinery
- Named Storm (Flood & Wind)

The MEL retains and provides excess property coverage at limits of \$400,000 excess \$100,000 per occurrence (Property & Time Element combined) except for the following:

- Flood for locations wholly or partially within 100-year flood zone
- Boiler and Machinery
- Named Storm(Flood & Wind)

The MEL serves as the lead agency for the purchase of additional excess property at the following MEL statewide limits and sub-limits:

- Policy limit - \$125 million per occurrence for all coverage despite number of locations involved in an occurrence state-wide.
- Named Storm - \$125 million per occurrence (Property and Time Element combined - (120 Hours)
- Earth Movement - \$100 million annual aggregate (168 hours)
- Flood - \$100 million (annual aggregate) except;
- Flood for locations wholly or partially within 100-year flood zone (SFHA) –
  - \$52.5 million per location building & contents
  - \$1 million all outdoor property
  - \$2.5 million for pumping stations

- Definition of Flood includes Storm Surge
- Asbestos Cleanup - \$50,000 per occurrence
- Equipment Breakdown - \$125 million
  - Ammonia Contamination - \$5 million
  - Spoilage - \$5 million
- Time Element – included in the policy limit.
  - Time element sub-limits include:
  - Business Interruption – Included (12 Months)
  - Extra Expense - \$10 million
  - Tenant Relocation - \$750,000
  - Leasehold Interest - \$15 million
  - Tenant Prohibited Access- \$1 million (24 Hours)
  - Service Interruption - \$10 million
  - Loss of Rents - \$15 million
  - Delay in Completion -60 days
  - Extended Period of Liability – 365 days
- Utilities Member Owned – Property Damage and Time Element Combined - \$125 million
  - Time Element Pass Through Utilities – Per Policy Sub-limit
  - Time Element Power Generation Utilities – **NOT COVERED**
- Valuable Paper and Records (incl. EDP Media/Software - \$10 million
- Accounts Receivable - \$10 million
- Increased Construction Cost - \$25 million (Incl. Demolition)
- Transit - \$1 million per occurrence
- Fine Arts - \$2.5 million
- Land and Water Contamination Cleanup (limited) - \$250,000 (annual aggregate) Including removal & disposal
- Decontamination Costs - \$250,000
- Miscellaneous Unnamed Locations - \$10 million
- New Construction & Additions - \$25 million
  - Including soft costs - \$5 million sub-limit
  - 15 Days Delay in Completion
- Computer Systems Damage - \$2.5 million (24 Hours)
- Newly Acquired Locations – \$25 million per location
  - 90 Day Period
- Ingress/Egress - \$5 million (within 1 mile-30 Day Period)
- Debris Removal - \$25 million
- Expediting Expense - \$10 million
- Civil Authority -\$5 million(within 5 miles-30 Day Period)
- Professional Fees including Architects/Engineering Fees - \$1,250,000
- Errors & Omissions - \$10 million

- Miscellaneous Personal Property - \$10 million
  - Includes Outdoor Property - \$10 million (Named Peril Only)
- Watercraft - \$1 million - 32' or less – ACV in not scheduled
- Vehicles - \$15 million (Property Damage only)
- Bridges and Dams \$10 million. (Property & TE combined). Excluded for the Perils of Flood, Named Storm & Earth Movement.
- Piers, Wharfs, Docks, Boardwalks, Bulkheads, Crossovers - \$10 million - Named Peril Only
- Transmission and Distribution Lines - \$10 million (within a 1 mile radius of an insured Location for overhead lines & 5 mile radius for underground lines)
- Clogging/Blocking of pipes - \$1 million
- Off Premises Storage Under Construction - \$250,000
- Fire Department Service Charge - \$250,000
- Deferred Payments - \$1 million
- Land Improvements - \$10 million
- Off Premises Services Interruption - \$10 million  
Excluding Utilities 24 hour qualifying period
- Protection & Preservation of Property-\$10 million(48 Hrs BI)
- Research & Development - \$10 million (12 Hours)
- Impounded Water - \$250,000 (30 days)
- Tenant Prohibited Access - \$1 million
- Soft Costs - \$5 million
- Wind Turbine \$1 million per occurrence

**FLOOD AGGREGATE NOTE:** In no event shall the Zurich primary program aggregate for Flood and/or Surface Water exceed \$50,000,000 in any one policy year. The MEL has an excess flood and earth movement program on a quota share basis with several insurers that provides a combined limit of \$50,000,000 excess of \$50,000,000. As respects to flood, the limit is excess of the \$50 million Zurich program flood aggregate. It also drops down over the SFHA sub-limit contained in the Zurich policy of \$2.5 million.

The total statewide program annual aggregate for the peril of flood (for locations outside & wholly or partially within areas of 100-Year flooding) is \$100,000,000.

- Property Deductibles
  - The standard Member JIF retains and provides \$100,000 per occurrence (MELJIF Retention \$500,000 less JIF

retention) (Property & Time Element Combined) less member local unit deductibles except for:

- Flood for locations wholly or partially within 100-year flood zone
- Boiler and Machinery
- Named Storm (Flood & Wind)
- The standard member local unit deductible is \$1,000 per occurrence except for:
  - Flood for locations wholly or partially within 100-year flood zone
  - Equipment Breakdown
  - Named Storm (Flood & Wind)
- Equipment Breakdown coverage is subject to a member local unit \$5,000 deductible per occurrence (MELJIF Retention \$50,000 less JIF retention) (Property & Time Element Combined).
- Flood loss and/or surface water for locations with any part of the legal description within a SFHA (wholly or partially within the 100-year flood zone) as defined by the Federal Emergency Management Agency is subject to separate deductibles of \$500,000 each for building damage for municipal buildings, and \$500,000 each building for municipal contents damage and \$250,000 each building damage for housing authority buildings, and \$100,000 each building for housing authorities contents damage or the National Flood Insurance Plans (NFIP) maximum available limits for municipalities and housing authorities respectively, whichever is greater, regardless of whether National Flood Insurance Program coverage is purchased. Vehicles, mobile equipment, pistol ranges and pumping stations are subject to the standard member local unit deductible unless they are not at a Location then the deductible is \$250,000 per occurrence. "Pumping Stations" include "lift stations" and also include "wet wells" that are an integral part of the "pumping station". The flood loss deductible outside of the SFHA (100-year flood zone) is the standard member local unit deductible. All other property not eligible for NFIP is either defined as Outdoor or addressed elsewhere in the policy.



NOTE: For housing authorities the MEL self insures the layer of \$250,000 excess \$250,000 each building for housing authority buildings and \$400,000 excess \$100,000 each building for housing authorities contents damage.

- o Named Storm” (Wind and Flood)

**Locations:** As respects to covered property in **Atlantic, Ocean, Monmouth, and Burlington Counties** located east of the Garden State Parkway and any covered property in **Cape May County**.

**Property Damage** 1% of the scheduled location value on file with the Company, per the property insured as of the date of loss, for the Location where the direct physical loss or damage occurred, per occurrence.

**Locations:** As respects to covered property in **Atlantic, Ocean, Monmouth, and Burlington Counties** located east of the Garden State Parkway and any covered property in **Cape May County**.

**Time Element** 1% of the full 12 months Gross Earnings or Gross Profit values that would have been earned following an occurrence by use of facilities at the Location where the direct physical loss or damage occurred and all other Locations where Time Element loss ensues, per occurrence.

**The above Named Storm deductibles are subject to a minimum deductible of \$500,000 for Property Damage and Time Element Combined per Location and maximum deductible of \$1,000,000 per occurrence.**

**Locations:** As respects to covered property in **Atlantic, Ocean, Monmouth, and Burlington Counties** located west of the Garden State Parkway and any covered property located in the remaining counties, except **Cape May County** as noted above. **SEE PAGE 8** (JIF Retention \$100,000; MELJIF Retention \$500,000 less JIF retention).

**The definitions of “Named Storm” and “Location” are per the definitions in the MEL policy form with Zurich. Named Storm is defined as any storm or**

weather disturbance that is named by the U.S. Oceanic and Atmospheric Administration (NOAA) or the U.S. National Weather Service or the National Hurricane Center of the Center or any comparable worldwide equivalent. Named Storm includes Storm Surge. **Location** is defined as: (1) as specified in the Schedule of Locations. If not specified in the schedule of locations then : (2) A Location is a building(s) bounded on all sides by public streets, clear land space or open waterways, each not less than fifty feet wide; (3) A site tract of land occupied or available for occupancy with tangible property.

- As respects to the perils of Flood, Earth Movement and Named Storm, if there is an event or series of related events in which more than one of these perils causes direct physical damage to insured property, a single deductible shall apply to these perils involved. The single deductible will not exceed the largest applicable for the perils of Flood, Earth Movement and Named Storm. In the event of a **Joint Loss** (Property and Equipment Breakdown), the higher deductible applies.
- **Piers, wharfs, docks, floating docks, boardwalks, buildings, bulkheads, crossovers and/or structures thereon** are covered for the perils of fire, lightning, explosion, smoke, windstorm, hail, riot, civil commotion, aircraft, vehicles, vandalism, sprinkler leakage, sinkhole collapse, and volcanic action, watercraft and malicious intent.
- **Buildings constructed on pilings** that are located wholly or partially within the Special Flood Zone Hazard (SFHA) designated zones V, VE, V1-30 are excluded except fire, lightning, explosion, smoke, windstorm, hail, riot, civil commotion, aircraft, vehicles, vandalism, sprinkler leakage, sinkhole collapse, and volcanic action, watercraft and malicious intent.
- **Bridges and Dams and Equipment relating thereto** are not covered for loss caused by or resulting from Flood, Earth Movement or Named Storm regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or is any other sequence to the loss.

- i.) **Blanket Crime** - The JIF provides a limit of \$50,000 less the member entity deductible of \$1,000. Coverage includes Public Employee Dishonesty, Forgery and Alteration, Theft, Disappearance and Destruction, Robbery and Safe Burglary, Computer Fraud with Funds Transfer. The MEL provides its member JIF's excess limits of \$1,000,000 less the member JIF's retention of \$50,000 for Public Employee Dishonesty.
- j.) **Excess Public Officials Crime Coverage** - The MEL provides excess employee dishonesty for those employed positions which are required by law to be individually bonded and where they have not applied and have not been approved for coverage under the MELJIF Statutory Position Program at a limit of \$1,000,000 less a member local units' deductible which is the higher of the following:
  - 1) The amount said persons are required by Law to be individually bonded whether or not such individual Bond is in place, or
  - 2) The amount of the individual Bond in place.

**Each member local unit that has not applied for coverage under the MELJIF Statutory Position Bond is required to continue to purchase via the commercial market individual bonds providing primary coverage up to "at least the minimum limit required by law" for those employed positions required by law to be individually bonded.**

- k.) **Crime Statutory Position Coverage** - The MEL provides employee dishonesty and faithful performance coverage for those employed positions which are required by law to be individually bonded and where they have applied and have been approved for coverage at a limit of \$1,000,000 per occurrence per position less a member local units' deductible of \$1,000.
- l.) **Optional Excess Liability** - The MEL offers Optional Excess General Liability, including Police Professional Liability, Employee Benefits Liability, Quasi Municipal Organization Liability (Emergency Service Units and Auxiliaries only), and Automobile Liability (not including PIP or Underinsured/Uninsured Motorist Coverage) as follows:
  - o \$2 million CSL and per member local unit annual aggregate excess of \$5 million (auto liability not aggregated).
  - o \$5 million CSL and per member local unit annual aggregate excess of \$5 million (auto liability not aggregated).

- \$5 million CSL and per member local unit annual aggregate excess of \$10 million (auto liability not aggregated).
  - \$10 million CSL and per member local unit annual aggregate excess of \$10 million (auto liability not aggregated).
- m.) **Optional Excess POL/EPL** – The MEL offers optional excess POL/EPL as follows:
- \$1 million CSL and per member local unit annual aggregate excess of \$2 million
  - \$2 million CSL and per member local unit annual aggregate excess of \$2 million
  - \$3 million CSL and per member local unit annual aggregate excess of \$2 million
  - \$4 million CSL and per member local unit annual aggregate excess of \$2 million
  - \$4 million CSL and per member local unit annual aggregate excess of \$6 million
- n.) **Environmental Impairment Liability** – The limits of liability as established in the E-JIF's Plan of Risk Management and coverage document.
- o.) **Cyber Liability** – The JIF, 100% commercially insured with XL Catlin and Beazley, provides Third Party coverage including Media Communication, Network Security Liability and Privacy Liability and First Party coverage including Extortion Threat, Crisis Management Expenses and Privacy Notification Costs. The JIF limits of liability are \$8,000,000 each third party claim / \$5,000,000 each first party claim / \$13,000,000 policy aggregate. The limits are JIF wide and shared amongst member local units of the JIF. There is a \$10,000 policy deductible.
- p.) **Optional Individual Self-Insured Retentions** – None.
- q.) **Annual Aggregate Insurance** – None.

**NOTICE:** The above description is a general discussion of the coverage and limits provided by the FUND. However, the actual terms and conditions are defined in the policy documents and all issues shall be decided on the policy documents.

3.) **The amount of risk to be retained by the Fund.**

- a.) Workers' Compensation (all coverages) - \$500,000 CSL
  - b.) General Liability (all coverages) - \$500,000 CSL
  - c.) Employment Practices Liability – none 100% commercially insured with QBE North America.
  - d.) Non-Owned Aircraft - none
  - e.) Automobile Liability
    - o PD & BI - \$500,000 CSL
    - o Underinsured/Uninsured - \$15,000/\$30,000 CSL
    - o PIP - \$250,000 CSL
  - f.) Public Officials Liability – none. 100% commercially insured with QBE North America.
  - g.) Optional Directors and Officials Liability – none. 100% commercially insured with QBE North America.
  - h.) Property - \$100,000 per occurrence less member deductibles.
  - i.) JIF Blanket Crime - \$50,000 less member deductible
  - j.) Optional Excess Liability – none provided by MEL
  - k.) Environmental Impairment Liability - none other than the risk of an E JIF assessment.
  - l.) Residual Claims Liability - none other than the risk of a RCF assessment.
  - m.) MEL Crime Policy – none provided by MEL
  - n.) Optional Excess POL/EPL – none provided by MEL
  - o.) Cyber Liability – none 100% commercially insured with XL Catlin and Beazley
  - p.) Annual Aggregate Stop Loss Excess Insurance – none
- 4.) **The amount of unpaid claims to be established.**

- a.) The general reserving philosophy is to set reserves based upon the probable total cost of the claim at the time of conclusion. Historically, on claims aged eighteen (18) months, the Fund expects the claims servicing company to set reserves at 85% accuracy. The Fund also establishes reserves recommended by the Fund's actuary for claims that have been incurred but not yet reported so that the Fund has adequate reserves to pay all claims and allocated loss adjusted expense liability.
  - b.) Claims reserves are subject to regular review by the Fund's Executive Director/Administrator, Attorney, Executive Committee and claims servicing company. Reserves on large or unusual claims are also subject to review by the claims departments of the commercial insurance companies or reinsurance companies providing primary or excess coverages to the Fund.
- 5.) **The method of assessing contributions to be paid by each member of the Fund.**
- a.) By November 15th of each year, the actuary computes the probable net cost for the upcoming Fund year by line of coverage and for each prior Fund year. The actuary includes all budget items in these computations. The annual assessment of each participating municipality is its pro rata share of the probable net cost of the upcoming Fund year for each line of coverage as computed by the actuary.
  - b.) The calculation of pro rata shares is based on each municipality's experience modified manual premium for that line of coverage. The Fund's governing body also adopts a capping formula which limits the increase of any member's assessment from the preceding year to the Fund wide average increase plus a percentage selected by the governing body. The total amount of each member's annual assessment is certified by majority vote of the Fund's governing body at least one (1) month prior to the beginning of the next fiscal year.
  - c.) The treasurer deposits each member's assessment into the appropriate accounts, including the administrative account, and the claim or loss retention trust fund account by Fund year for each type of coverage in which the member participates.
  - d.) If a local unit becomes a member of the Fund or elects to participate in a line of coverage after the start of the Fund year, such participant's assessments and supplement assessments are reduced in proportion to that part of the year which had elapsed.

- e.) The Fund's governing body may by majority vote levy upon the participating municipalities additional assessments wherever needed or so ordered by the Commissioner of Insurance to supplement the Fund's claim, loss retention or administrative accounts to assure the payment of the Fund's obligations. All supplemental assessments are charged to the participating municipalities by applicable Fund year, and shall be apportioned by the year's assessments for that line of coverage.
  - f.) Should any member fail or refuse to pay its assessments or supplemental assessments, or should the Fund fail to assess funds required to meet its obligations, the chairman or in the event by his or her failure to do so, the custodian of the Fund's assets, shall notify the Commissioner of Insurance and the Director of Community Affairs. Past due assessments shall bear interest at the rate established annually by the Fund's governing body.
  - h.) The Fund has adopted a loss sensitive retrospective rating plan and has filed the endorsement with the Department of Banking and Insurance and the Department of Community Affairs.
- 6.) **Procedures governing loss adjustment and legal expenses.**
- a.) The Fund engages a claims service company to handle all claims, except for the JIF's POL/EPL and Volunteer D&O insurance which is handled by Summit Risk Services representing QBE North America for EPL/POL and Volunteer D&O. The performance of the claims adjusters is monitored and periodically audited by the Executive Director's office, the Fund attorney, the MEL's attorney's office, as well as the claims department of the MEL's three major liability insurers/re-insurers [i.e. General Re and Munich Re for excess liability, and Safety National for workers' compensation]. Every three years, the MEL's internal auditors also conduct an audit.
  - b.) Each member local unit is provided with a claims reporting procedure and appropriate forms.
  - c.) In order to control workers' compensation medical costs, the Fund has the Fund has established an approved medical list and all injured employees are required to utilize this panel.
  - d.) To provide for quality defense and control costs, the Fund has established an approved defense attorney panel with firms which specialize in Title 59 matters. The performance of the defense



attorneys is overseen by the Fund attorney, as well as the various firms which audit the claims adjusters.

- e.) The pursuit of subrogation is important to the member and the JIF because successful recoveries replenish the loss funds thereby benefitting a members' loss history and the ultimate JIF results.

Therefore:

1. All requests for abandonment of subrogation, reduction of subrogation claims, and for execution of releases shall be reviewed by the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund Claims Review Committee at its next regularly scheduled meeting, except for subrogation claims that are valued at less than **ONE THOUSAND (\$1,000.00) DOLLARS**; and
2. As to all subrogation claims less than **FIVE HUNDRED (\$500.00) DOLLARS**, after the Claims Administrator has exhausted all avenues for collection of the subrogation claim, the claim shall be referred to Claims Supervisor who shall review the claim and provide a list of those claims and dollar amounts being waived to the Fund Administrator of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund; and
3. As to all subrogation claims greater than **FIVE HUNDRED (\$500.00) DOLLARS** but less than **ONE THOUSAND (\$1,000.00) DOLLARS**, after the Claims Administrator has exhausted all avenues for collection of the subrogation claim, the claim shall be referred to the Fund Solicitor who shall review the claim and provide a list of those claims and dollar amounts being waived to the Fund Administrator of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund; and
4. For all subrogation claims of **ONE THOUSAND (\$1,000.00) DOLLARS** or more, the Claims Review Committee shall review such claims and provide a recommendation to the Executive Committee of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund at their next regularly scheduled meeting; and
5. The Executive Committee shall review the recommendations of the Claims Review Committee, the Claims Administrator, and the Fund Solicitor and determine whether to ratify the recommendations and said action will be noted in the meeting minutes via the claim number of the appropriate claim; and
6. If the recommendation is for the execution of a Release and the Executive Committee ratifies that recommendation, the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund's Chairperson and Secretary shall be authorized to execute the Release by Resolution.

7.) **Coverage to be purchased from a commercial insurer, if any.**

The Fund does purchases commercial insurance for the POL/EPL, Volunteer D&O, and Cyber Liability coverage which is purchased from QBE North America (POL/EPL, Volunteer D&O), Beazley (Cyber) and XL Catlin (Cyber).

8.) **Reinsurance to be purchased.**

The Fund does not purchase reinsurance.

9.) **Procedures for the closure of Fund years, including the maintenance of all relevant accounting records.**

- a.) The Fund utilizes the Municipal Excess Liability Residual Claims Fund (RCF) to facilitate the closure of Fund years.
- b.) Upon the transfer of outstanding liabilities of a Fund year to the RCF, the Fund adopts a resolution closing that year and transfers all remaining assets to the closed Fund year account. This amount is allocated by member local units using the same procedure as is used to calculate a dividend. Each month, interest is credited to the closed Fund year account by member.
- c.) Each year, the Fund's governing body will determine if a dividend is appropriate from the closed Fund year account, and will make application to the Department of Insurance as appropriate. Further, in the event an open Fund year incurs a deficit, the Fund's governing body will consider an inter-year transfer from the closed Fund year account to offset the deficit. In either case, the dividend or inter-Fund year transfer will be calculated on a member by member basis.
- d.) A member may apply to the Fund's governing body for a return of that member's remaining share of the closed Fund year account when five (5) years have passed since the last Fund year in which the member participated has been closed. The Fund's governing body will decide on the former member's request after evaluating the likelihood of any additional assessments from the RCF.
- e.) All dividends from the RCF will be deposited in the closed Fund year account on a member by member basis.
- f.) The Fund will retain all records in accordance with the Fund's record retention program.

10.) **Assumptions and Methodology used for the calculation of appropriate reserves requirements to be established and administered in accordance with sound actuarial principles.**

- a.) The general approach in estimating the loss reserves of the Fund is to project ultimate losses for each Fund year using paid and incurred loss data. Two traditional actuarial methodologies are used: the paid loss development method and the incurred loss development method. From the two different indications resulting from these methods the Fund Actuary chooses a "select" estimate of ultimate losses. Subtraction of the paid losses from the select ultimate losses yields the loss reserve liability or funding requirement.
- b.) The following is an overview of the two actuarial methods used to project the ultimate losses.
  - o Paid Loss Development Method - This method uses historical accident year paid loss patterns to project ultimate losses for each accident year. Because this method does not use case reserve data, estimates from it are not affected by changes in case reserving practices. However, the results of this method are sensitive to changes in the rate of which claims are settled and losses are paid, and may underestimate ultimate losses if provisions are not included for very large open claims.
  - o Case Incurred Loss Development Method - This method is similar to the paid loss development method except it uses historical case incurred loss patterns (paid plus case outstanding reserves) to estimate ultimate losses. Because the data used includes case reserve estimates, the results from this method may be affected by changes in case reserve adequacy.

11.) **The maximum amount a certifying and approving officer may approve pursuant to N.J.A.C. 11:15-2.22.**

- Property Claims - \$5,000 of Authority
- Workers Compensation Claims - \$10,000 of Authority
- Liability Claims - \$5,000 of Settlement Authority; \$10,000 of legal and file expense Authority
- The Executive Committee has established an Executive Claims Review Committee comprised of Fund Commissioners to review all Payment Authorization Requests, (PARs) where the total cost of a claim will exceed the Authority noted above, and review litigation



strategies with the Fund's Attorney. The Executive Claims Review Committee shall advise the Executive Committee regarding claims administration and payments.

- Prior to each Executive Claims Review Committee Meeting, the certifying and approving officer shall prepare a report that lists the payments on claims where the total expense to date is less than the Authority levels noted above that were approved by the certifying and approving officer since their last report. At a minimum, the report shall include the name of the payee, claim number, affected member, amount paid, reason for payment, and other pertinent information required to substantiate payment. The report shall be provided to the Executive Claims Review Committee at their regular meeting for their review and approval.
- In situations where the payment of an allocated file expense on a workers compensation file that has been approved for closure will cause the total cost of the claim to exceed the Authority previously granted, the certifying and approving officer may pay that cost without seeking further approval from the Executive Claims Review Committee or Fund.
- In urgent situations where the Executive Claims Review Committee has not had an opportunity to meet, and where time is of the essence such that an expeditious response to a settlement offer would be in the Fund's best economic interest, the Fund Attorney, in consultation with the Executive Director and the Executive Claims Review Committee Chair, shall have the authority to authorize the settlement of claims within the JIF's SIR. All such authorizations shall be reported to the Executive Claims Review Committee as soon as possible and no later than the Committee's next meeting. All such authorizations shall be reported to the Executive Committee for approval at their next meeting.
- In urgent situations where the Executive Claims Review Committee has not had an opportunity to meet, and temporary total disability benefits are due to a claimant and delaying payment of these benefits would have a detrimental impact on the claimant, the Executive Director, in consultation with the Fund Attorney, and the Executive Claims Review Committee Chair, shall have the authority to authorize the payment of temporary total disability benefits to the claimant at an amount not to exceed \$5,000 over what had been previously authorized. All such authorizations shall be reported to the Executive Claims Review Committee as soon as possible and no later than the Committee's next meeting. All such

authorizations shall be reported to the Executive Committee for approval at their next meeting.

- Upon submission of satisfactory documentation, and with the advance approval of the Executive Director, the Certifying and Approving Officer may also pay hospital bills if waiting until after the next regularly scheduled FUND meeting would result in the loss of a discount on such bills. When the Certifying and Approving Officer utilizes this authority, a report shall be made to the Executive Claims Review Committee at their next meeting. All such approvals shall be reported to the Executive Committee at their next meeting.

## 12.) **Operational Philosophy**

- **General** - As is the case with any organization, an established operating philosophy, formalized in a document such as this, is a necessary precursor to success. This section of the Risk Management Plan is developed to provide general instruction for key areas and providers of service to the Fund. Also included here are sections which restate (and amplify) the roles and responsibilities of important parties and stress the importance of activities upon which the long term success of the Fund will hinge in whole or in part.
- **Fund Commissioners** - Fund Commissioners, each an elected official or municipal employee, are the backbone of the Fund. These individuals will in large measure control the success of the Fund by actively participating in the safety and loss control programs developed by the Fund for all members, and by implementing these programs in their respective municipalities. Fund Commissioners are encouraged to attend all meetings of the Fund, to serve on committees studying current issues, to enhance their knowledge of risk management, and to encourage consistent safe practices.
- **Fund Professionals and Risk Management Consultants** - Providers of professional services (Fund Professionals and Risk Management Consultants) to the Fund and individual member municipalities are strongly encouraged to participate in and promote Fund activities. The success of the Fund will, in part, be a reflection of the professionalism of those providers whose services are integral components of the Fund. Support of the concept of self-insurance, the Fund in general, and the risk management activities of member municipalities in particular are necessary elements of success.
- The Fund Bylaws require each member municipality to provide for the services of an individual or firm to serve as the member's Risk Management Consultant and who shall serve as an Insurance Producer as defined under N.J.S.A. 17:22, and shall have demonstrated experience in the management of public sector insurances and risk

management. The Risk Management Consultant shall not be an employee of the member. The Risk Management Consultant shall not be a Fund Commissioner.

- The Risk Management Consultant shall advise the member on matters relating to the Fund's operation and coverages. The Risk Management Consultant shall, in addition to such items as may be included in such individual's or firm's contract or agreement with the member, be governed by the following:
  - a) The Risk Management Consultant shall be retained by each member in conformance with applicable State Law or regulation;
  - b) Risk Management Consultants, who can not be local unit employees, shall be paid a fee not exceeding six (6%) percent of the member's assessment in accordance with the terms of the Risk Management Consultant's Agreement executed by the member; and
  - c) Specific responsibilities shall include, but not be limited to:
    - i.) Evaluation of the member's exposure;
    - ii.) Explanation of the various coverages available from the Fund;
    - iii.) Preparation of applications, statements of values, timely reporting of changes in exposures, and any other exposure based questionnaires and/or applications requested by the Fund;
    - iv.) Review of the local unit's assessment and assistance in preparing the member's insurance budget;
    - v.) Review and analysis of the member's safety engineering reports and periodic loss runs in order to help the member identify areas requiring greater attention;
    - vi.) Assist the member in establishing, monitoring and evaluating a safety committee and claims handling procedure;
    - vii.) Attend the majority of meetings of the Fund's Executive Committee; and
    - viii.) Analyze and recommend insurance coverages not offered through the Fund.
- Claims Response And Reserving - Were the philosophy of the Fund in these areas to be encapsulated into two sentences, they would read as follows:

- a.) "The Fund will thoroughly review and respond to each claim presented so as to pay only that amount (if any) which it is legally bound and obligated to pay."; and
- b.) "Reserves shall be established on each claim presented in a manner which accurately reflects the full, known liability of the Fund at any given point in time".

In reviewing each claim presented, the Fund (operating through its claims administrator and legal counsel) shall review such claims for coverage, deny those not falling within the purview of coverages offered, aggressively defend those in dispute, pursue to the fullest extent of the law those presented in bad faith, and settle as expeditiously as possible those for which the Fund is legally liable.

- ☐ Case reserves, including all types of applicable allocated loss adjusting expenses, will be established with an eye toward identifying the full exposure of the Fund and its excess insurance carriers at the earliest possible date. Reserves shall be periodically reviewed for accuracy and adjusted as needed. For claims aged eighteen (18) months or more, it is expected that reserves will be not less than 85% accurate. For claims aged thirty (30) months or more 95% accuracy is expected.
- ☐ Financial Management - Consistent with the objective of serving as a long term vehicle through which to stabilize the costs associated with insurance coverages, the underlying premise of the Fund's financial base shall be one of conservative up-front funding, prudent investment of idle funds, and maintenance of stringent paper and audit trails. As is the case with all other aspects of the Fund, the financial assets of the Fund can well be considered as moneys held in public trust. Treatment and handling of these Funds must be accomplished in a manner which reflects the stewardship obligation of those whose hands through which they pass. All actuarial, investment, treasury and banking functions of the Fund are to be accomplished in a manner consistent with the same legal and administrative standards applicable to municipalities in the State of New Jersey.

Specific steps taken by the Fund during past years to enhance return on equity include:

- a.) implementing more favorable payment terms with various service providers so as to increase investment income;
- b.) Development and adoption of a Cash Management and Investment Policy which seeks the following objectives:
  - i.) Preservation of capital,
  - ii.) Adequate safekeeping of assets,

- iii.) Maintenance of liquidity to meet operating needs, claims settlements, and dividends,
- iv.) Diversification of the JIF's portfolio to minimize risks associated with individual investments,
- v.) Maximization of total return, consistent with acceptable risk levels,
- vi.) Investment of assets in accordance with State and Federal laws and regulations,
- vii.) Accurate and timely reporting of interest earnings, gains and losses by line of coverage in each fund year,
- viii.) Cooperation with other local JIFs and the MEL in the planning and execution of investments in order to achieve economies of scale,
- ix.) Stability in the value of the JIF's economic surplus.

□ Safety And Loss Prevention - Every dollar spent to compensate for an avoidable loss, whether it be for property, workers' compensation or any other coverage afforded through the JIF, is a dollar which might better have been used to provide municipal services and conserve tax dollars. In an effort to avoid preventable loss and the financial and human hardships which result therefrom, the JIF (operating through the Fund's Safety Committee) will implement safety and loss control programs and procedures, directed at reducing or eliminating conditions or practices which lead to loss. These programs, implemented in progressive steps, will include items such as:

- a.) Member facility self-inspections supplemented by those conducted by the Fund's Safety Director;
- b.) Seminars or other training programs directed at specific areas of municipal operations from which losses are likely to occur;
- c.) Promotional safety incentive programs stressing safety in all areas of municipal operations and offering incentives for active participation by all Fund members.

### 13.) Aggregate Excess Loss Contingency Fund

In November of 1996, the Department of Banking and Insurance adopted administrative codes for municipal joint insurance funds like the TRICOJIF, reference N.J.A.C. 11:15-2.1 et. seq. One aspect of these new regulations is the requirement that joint insurance funds either buy



aggregate excess insurance or budget additional money to be collected from the members in an aggregate excess loss contingency fund. The spirit of this portion of the administrative code is to provide even greater fiscal security to joint insurance funds than the security provided through the funding of loss retention accounts based upon an independent actuarial loss funding model.

The members view this requirement as supporting their primary objective to stabilize costs. The history of the Fund is to purchase aggregate excess insurance whenever possible to protect against a series of losses. However, the Fund has also observed that this is not always possible and has instead budgeted an additional amount of money as loss fund contingency in those years when aggregate excess insurance was either not available or too costly to consider. For the members, the Aggregate Excess Loss Contingency Fund is simply a new name for an established practice and the TRICOJIF will continue its practice of budgeting extra money in the absence of commercially available aggregate excess insurance but will now refer to these monies as the Aggregate Excess Loss Contingency Fund.

The administrative code defines the Aggregate Excess Loss Contingency Fund as a separate fund which is always accounted for in the current fund fiscal year. The monies are set aside for a period of at least two years to pay for claim activity that exhausts loss funds in a claim retention account in the original fund year in which the monies were set aside. The code also defines the minimum statutory funding for this aggregate loss fund account and specifically states that nothing in the law shall prevent a joint insurance fund from funding this account at a higher level. Both the statute and administrative code governing the TRICOJIF also require that any surplus and/or deficit in every retention account for each year is owned by the members who were a part of that year according to the percentage that their individual total contribution bears to the budget in that year. Contributions made to the Aggregate Excess Loss Contingency Fund are no different in this regard.

However, the Aggregate Excess Loss Contingency Fund is different than other loss retention accounts in two fundamental ways; the manner in which the TRICOJIF must account for the funds and its use across all years by individual members. Because the Aggregate Excess Loss Contingency Fund moves from the current fiscal year forward to the succeeding fiscal year in its entirety and the statutory minimum funding associated with a specific fund fiscal year must be retained for a minimum of two years, this fund must always be accounted for on an individual member basis showing both a member's statutory encumbered portion and their statutory unencumbered portion.

As discussed above, the Aggregate Excess Loss Contingency Funds are intended to provide an immediate response to the need to replenish money

in a loss fund account where the original loss funding has been consumed. It is also true that over time if the value of the projected ultimate cost of claims within a loss retention account as defined by the claims administrator added to the Incurred But Not Reported (IBNR) values developed by the actuary do not exceed the original loss funding within a loss retention account after two years, the administrative code permits but does not mandate a full return of those aggregate excess loss contingency funds to their member owners. Thus, the aggregate excess loss contingency funds that are surplus and not yet returned can be used by members to pay for additional money needs in any fund year when and if needed. This provides members with the opportunity to accrue surplus aggregate excess loss contingency funds and use them across all fund years in much the same way they have used the Loss Fund Contingency money in earlier budgets as a safeguard across multi-line retention accounts in a given fund fiscal year.

In this regard, the Aggregate Excess Loss Contingency Fund is in part a protection against adverse development for both specific retention accounts as well as providing protection on a multi-year and multi-line loss basis.

The administrative code specifically permits a member to use released surplus funds in loss retention accounts to either take them in the form of a return of surplus or to be applied toward the payment of a future premium. As the unencumbered portion of the Aggregate Excess Loss Contingency Fund is an individual member owned surplus account, members with accrued surplus in this account can likewise use these funds in the same way.

Finally, the TRICOJIF views the Aggregate Excess Loss Contingency Fund as a better version of the old Loss Fund Contingency. We believe it provides a stronger vehicle through which members can build a financial bank against adverse development on a multi-year and multi-line basis. It is the hope of the TRICOJIF that members will use this fund to provide themselves with a financial vehicle through which they can manage an additional assessment with no cost to their municipality or pay future insurance premiums to stabilize costs, or both.

#### 14.) **Committee Charters**

Appendix I of the Plan of Risk Management contains Committee Charters for the Coverage, Employment Practices, Finance, Nominating, Strategic Planning, and Safety Committees.

This Resolution was duly adopted by the Gloucester, Salem,  
Cumberland Counties Municipal Joint Insurance Fund at a  
public meeting held on January 28, 2019

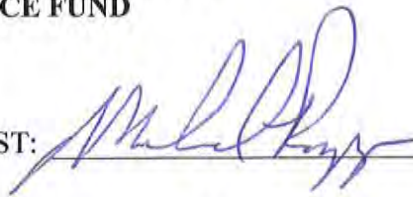


**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

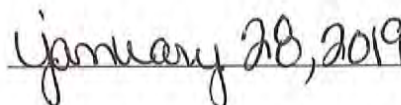
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CHAIRMAN

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SECRETARY

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## **Claims Review Committee Charter**

The Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund (TRICOJIF) Executive Committee hereby constitutes and establishes a Claims Review Committee:

### **Composition**

1. Members of the Committee shall be appointed by the Chair and shall serve at the pleasure of the Chair.
2. A member of the Executive Committee shall serve on the Claims Review Committee.
3. Serving on the Committee shall be the Fund Attorney, the Fund Claims Administrator and a representative from the Administrator's office.
4. Risk Management Consultants may serve as deemed appropriate by the Executive Committee Chair.

### **Authority and Responsibility**

The Claims Review Committee is to serve as the focal point for communication between the Claims Administrator and the Fund Commissioners. The Committee will also review all Payment Authorization Requests (PARs) and review litigation strategies with the Fund's Attorney. The Claims Review Committee shall advise the Executive Committee regarding claims administration and payments.

### **Claims Review Committee Bylaws**

The Claims Review Committee of the TRICOJIF was established by charter approved by motion of the JIF's Executive Committee on April 23, 2007. The Committee's operational guidelines are set down herein and may be amended by majority vote of the Executive Committee.

### **Meetings**

The Committee is to meet on a monthly basis or as many times per year as the Committee Chair deems necessary.

### **Attendance**

Members of the Committee are to be present at all meetings. As necessary or desirable, the Chair may request that other Fund Commissioners, Fund Professionals or consultants attend to participate in discussions of particular issues.

A representative of the Administrator's office shall attend all meetings and shall serve as staff to the Claims Review Committee.

### **Minutes**

Minutes of each meeting are to be prepared and approved by the Committee members and provided to the Executive Committee.

### **Specific Duties**

The Claims Review Committee is to:

- (1) Report to the Executive Committee on the progress of claims whose payments exceed \$5,000 as presented in Payment Authorization Requests (PARs) and on the progress of claims in litigation.
- (2) Identify long range claims administration issues which need to be discussed, acted upon, and eventually implemented in order to ensure the viability, growth, and integrity of the JIF.
- (3) Recommend to the Executive Committee the retention or replacement of claims administration vendors and/or attorneys and provide a written summary of the basis of such recommendations.
- (4) Apprise the Executive Committee, through minutes and special presentations as necessary, of significant developments in the course of performing the above duties.
- (5) Report at least annually to the Executive Committee on the discharge of the above responsibilities.
- (6) Perform additional duties as assigned by the Executive Committee related to this Charter and the discharge of duties as assigned above.



## ***Coverage Committee Charter***

The Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund (TRICOJIF) Executive Committee hereby constitutes and establishes a Coverage Committee:

### **Composition**

1. Members of the committee shall be appointed by the Chair at the annual reorganization meeting and shall serve at the pleasure of the Chair.
2. The committee shall be appointed by the Chair of the Executive Committee and shall be chaired by a member of the Executive Committee.
3. Also, serving on the committee as necessary shall be the Fund Actuary, Fund Attorney and a representative from the Administrator's office.
4. Additionally, Risk Management Consultants may serve as deemed appropriate by the Executive Committee Chair.

### **Authority and Responsibility**

The Coverage Committee is to serve as a focal point for discussion on issues pertaining to coverage, underwriting, and reinsurance. The Coverage Committee shall advise the Executive Committee on issues pertaining to coverage requirements of members of the JIF, coverage issues in the insurance industry which should be addressed by the JIF, the efficiency and clarity of communications between the JIF and the members regarding coverage issues, the proposed role of the JIF in addressing areas of insurance outside of its normal purview, retention and reinsurance issues, and underwriting guidelines.

### **Coverage Committee Bylaws**

The Coverage Committee of the TRICOJIF was established by charter approved by motion of the JIF's Executive Committee on January 25, 1999. The committee's operational guidelines are set down herein and may be amended by majority vote of the Executive Committee.

### **Meetings**

The committee is to meet as many times per year as the Committee Chair deems necessary, but no less than quarterly, at the discretion of the Chair.

### **Attendance**

Members of the committee shall be present at all meetings. As necessary or desirable, the Chair may request that other Fund Commissioners, Fund Professionals or consultants attend to participate in discussions of particular issues.

A representative of the Administrator's office shall attend all meetings and shall serve as staff to the committee.

F:\DATA\Risk\WINWORD\TRICO\Charters\2019\Coverage Charter.DOC

Adopted: January 25, 1999

Revised: February 28, 2000

**Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund**

P.O. Box 490, Marlton, New Jersey 08053 · P:856-446-9100 · F:856-446-9149 · [www.tricojif.org](http://www.tricojif.org)

### **Minutes**

Minutes of each meeting are to be prepared and approved by the committee members and provided to the Executive Committee.

### **Specific Duties**

The Coverage Committee is to:

- (1) Oversee the implementation of coverage, underwriting, and retention and reinsurance guidelines.
- (2) Monitor the existing coverages of the JIF to determine whether existing coverage is adequate and appropriate; and evaluate whether changes in members' needs and/or loss patterns necessitate changes to existing coverage.
- (3) Identify and evaluate emerging techniques for transfer of risk which could be adopted by the JIF in order to enhance the protection of the JIF's assets and, by extension, the financial interests of members of the JIF.
- (4) Review the retention structure of the JIF to determine whether changes in the structure is needed in order to improve coverage or to achieve economies.
- (5) Apprise the Executive Committee, through minutes and special presentations as necessary, of significant developments in the course of performing the above duties.
- (6) Report at least annually to the Executive Committee on the discharge of the above responsibilities.
- (7) Perform additional duties as assigned by the Executive Committee related to this Charter and the discharge of duties as assigned above.



# **Employment Practices Liability Committee**

## **Charter**

The Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund (TRICO JIF) Executive Committee hereby constitutes and establishes an Employment Practices Liability Committee.

### **Composition**

1. Serving on the Committee shall be the Chairs of the Coverage Committee, Finance Committee, Strategic Planning Committee, and Safety Committee.
2. Serving on the Committee shall be the Fund's Representative to the Municipal Excess Liability (MEL) Joint Insurance Fund.
3. At least three additional Fund Commissioner shall be appointed by the Executive Committee Chair
4. Serving on the Committee shall be the Fund Attorney, Fund Claims Administrator, Safety Director, and a representative from the Administrator's office.

### **Authority and Responsibility**

The Employment Practices Liability Committee is to serve as a focal point for discussion on issues pertaining to employment practices liability and public official's liability claims. The Committee shall advise the Executive Committee on issues pertaining to the source, amount, and types of these claims and their financial impact on members, on the TRICO JIF, and on the MEL. The Committee shall review observational, statistical, and historical information presented by the Fund Professionals and shall recommend policies to be adopted and actions to be taken to eliminate, reduce, or mitigate the financial impact of these claims on the membership.

The Employment Practices Liability Committee shall also serve as the focal point for discussions on issues pertaining to Technology Liability. The Committee shall advise the Executive Committee on issues pertaining to the source, number, and types of claims impacting members. The Committee shall review observational, statistical, and historical information presented by the Fund Professionals and shall recommend policies to be adopted and actions to be taken to eliminate, reduce, or mitigate the financial impact of these claims on the membership.

### **Coverage Committee Bylaws**

The Employment Practices Liability Committee of the TRICO JIF was established by charter approved by motion of the JIF's Executive Committee on February 28, 2011. The Committee's operational guidelines are set down herein and may be amended by majority vote of the Executive Committee.

### **Meetings**

The Committee is to meet as many times per year as the Committee Chair deems necessary, but no less than quarterly, at the discretion of the Chair.

### **Attendance**

Members of the Committee shall be present at all meetings. As necessary or desirable, the Chair may request that other Fund Commissioners, Fund Professionals or consultants attend to participate in discussions of particular issues.

A representative of the Administrator's office shall attend all meetings and shall serve as staff to the Committee.

### **Minutes**

Minutes of each meeting are to be prepared and approved by the Committee Chair and provided to the Executive Committee.

### **Specific Duties**

The Employment Practices Liability Committee is to:

- (1) Monitor existing claims trends to determine the source, amount, and types of claims being incurred by TRICO JIF members and MEL members statewide.
- (2) Develop policies to be adopted and actions to be taken to eliminate, reduce, or mitigate the financial impact of these claims on the membership
- (3) Determine whether existing measures are adequate and appropriate to prevent claims and evaluate whether changes in members' needs and/or loss patterns necessitate changes to existing policies.
- (4) Identify and evaluate emerging techniques for mitigation of risk which could be adopted by members in order to enhance the protection of JIF finances and, by extension, the financial interests of members of the JIF.
- (5) Oversee the creation of training programs designed to educate elected officials, managers and supervisors, and employees with respect to the role they play in the prevention and mitigation of these claims.
- (6) Review individual member claims records and recommend remedial actions to be taken by the member including training, adoption of policies, or utilizing resources available through the JIF/MEL or labor counsel. Recommend members for probation in accordance with policies recommended by the MEL and adopted by the TRICO JIF.
- (7) Review policies and directives issued by the MEL or excess carriers and communicate as necessary with the Executive Committee and the membership at large and oversee the implementation of coverage, underwriting, and retention guidelines.
- (8) Apprise the Executive Committee, through minutes and special presentations as necessary, of significant developments in the course of performing the above duties.
- (9) Report at least annually to the Executive Committee on the discharge of the above responsibilities.
- (10) Perform additional duties as assigned by the Executive Committee related to this Charter and the discharge of duties as assigned above.

Revised: 05/19/2014



## ***Finance Committee Charter***

The Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund (TRICO JIF) Executive Committee hereby constitutes and establishes a Finance Committee:

### **Composition**

1. Members of the committee shall be appointed by the Chair at the annual reorganization meeting and shall serve at the pleasure of the Chair.
2. The committee shall be appointed by the Chair of the Executive Committee and shall be chaired by a member of the Executive Committee.
3. Also, serving on the committee as necessary shall be the Fund Actuary, Fund Auditor, Fund Treasurer and a representative from the Administrator's office.

### **Authority and Responsibility**

The Finance Committee is to serve as the focal point for communication between the Fund's Commissioners and the Fund's professionals for the development of an annual budget. The Finance Committee shall work with the Fund's Actuary and with the Fund's Professionals and committees as necessary to develop claims funding, expense funding and funding for special programs.

The Finance Committee will also examine the financial audits of the Fund, as prepared by the Fund's Auditor in conjunction with the Fund's Treasurer, Actuary and Claims Administrator. The Finance Committee shall comment on the independence of the Executive Committee's independent auditors, the integrity of management and the adequacy of disclosures to the public. It will serve as a focal point for communication between the independent Auditor, the JIF Treasurer and Fund Professionals as their duties relate to financial accounting, reporting, and internal controls and compliance. The Committee is to assist in fulfilling responsibility as to accounting policies and reporting practices of the Fund and sufficiency of the auditing function. The Committee shall oversee and advise the Fund Executive Committee regarding the selection of independent auditors. The Executive Committee's access to the independent auditor shall in no way be limited or superceded by the activities of this Committee.

### **Finance Committee Bylaws**

The Finance Committee of the TRICO JIF was established by charter approved by motion of the Executive Committee on January 25, 1999. The committee's operational guidelines are set down herein and may be amended by majority vote of the Executive Committee.

### **Meetings**

The committee shall meet at least four times per year at the discretion of the Committee Chair to review issues such as the annual audit, the semi-annual financial review, the fund's budget and assessment allocation strategies.

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Adopted: January 25, 1999

Revised: February 28, 2000

### **Attendance**

Members of the committee are to be present at all meetings. As necessary or desirable, the Chair may request that other Fund Commissioners, Fund Professionals or consultants attend to participate in discussions of particular issues.

A representative of the Administrator's office shall attend all meetings and shall serve as staff to the Finance Committee.

### **Minutes**

Minutes of each meeting are to be prepared and approved by the committee members and provided to the Executive Committee.

### **Specific Duties**

The Finance Committee is to:

- (1) Review all renewal fees and professional services review worksheets referred by the Fund's Executive Committee on all of the Fund's professional service providers including Actuary, Administrative Consultant, Administrator, Attorney, Auditor, Claims Administrator, Safety Director, Treasurer and any other professionals requiring a performance review.
- (2) Recommend to the Executive Committee the retention or replacement of service providers which may be retained to assist in developing or implementing strategic plans and provide a written summary of the basis for the recommendations.
- (3) Review all funding requirements as determined by the Fund's Actuary.
- (4) Review all funding levels for programs and miscellaneous and contingency items.
- (5) Review assessment strategies at various levels of capping for allocation of the annual assessments to JIF members.
- (6) Apprise the Executive Committee, through minutes and special presentations as necessary, of significant developments in the course of performing the above duties.
- (7) Report at least annually to the Executive Committee on the discharge of the above responsibilities.
- (8) Perform additional duties as assigned by the Executive Committee related to this Charter and the discharge of duties as assigned above.

With respect to the Fund's financial audits, the committee is to:

- (1) Review with the Executive Committee and the Fund's Treasurer the JIF's policies and procedures to reasonably assure the adequacy of internal controls over accounting, administration, compliance with laws and regulations and financial reporting.
- (2) Have familiarity, through the individual efforts of its members, with the accounting and reporting principles and practices applied by the JIF in preparing its financial statements. Further, the committee is to make, or cause to be made, all necessary inquiries of Executive Committee and the independent auditor concerning established standards of conduct and performance, and deviations therefrom.

- (3) Review, prior to the annual audit, the scope and general extent of the independent auditor's planned examination, including their engagement letter. The auditor's fees are to be arranged with Executive Committee and annually summarized for committee review. The committee's review should entail an understanding from the independent auditor of the factors considered by the auditor in determining the audit scope, including:
  - Risk characteristics of the JIF
  - External reporting requirements
  - Materiality of the various segments of the JIF's combined activities
  - Quality of internal accounting, administrative and compliance controls
  - Extent of internal auditor's involvement in audit examination
  - Other areas to be covered during the audit engagement
- (4) Review with Executive Committee the extent of non-audit services planned to be provided by the independent auditor in relation to the objectivity and independence needed in the audit.
- (5) Review with Executive Committee and the independent auditor instances where the Executive Committee has obtained "second opinions" on accounting and financial reporting policies from other accountants.
- (6) Review with the Executive Committee and the independent auditor, upon completion of their audit, financial results for the year prior to their release to the public. This review is to encompass:
  - The JIF's comprehensive annual financial report, including the financial statements and financial statement and supplemental disclosures required by GAAP and/or the State of New Jersey.
  - Significant transactions not a normal part of the JIF's operations.
  - Selection of and changes, if any, during the year in the JIF's accounting principles or their application.
  - Significant adjustments proposed by the independent auditor.
  - The process used by the Executive Committee in formulating particularly sensitive accounting estimates and the independent auditor's conclusions regarding the reasonableness of those estimates.
  - Any disagreements between the independent auditor and Executive Committee about matters that could be significant to the JIF's financial statements or the auditor's report.
  - Difficulties encountered in performance of the audit.
- (7) Evaluate the cooperation received by the independent auditor during their audit, including their access to all requested records, data and information. Also, elicit the comments of

Executive Committee regarding the responsiveness of the independent auditor to the JIF's needs. Inquire of the independent auditor whether there have been any disagreements with the Executive Committee that, if not satisfactorily resolved, would have caused them to issue a nonstandard report on the JIF's financial statements.

- (8) Discuss with the independent auditor the quality of the JIF's financial and accounting personnel and any recommendations that the independent auditor may have. Topics to be considered during this discussion include improving internal financial controls, controls over compliance, the selection of accounting principles and the Executive Committee reporting systems.
- (9) Review written responses of the Executive Committee to "letter of comments and recommendations" from the independent auditor and discuss with the Executive Committee the status of implementation of prior period recommendations and corrective action plans.
- (10) Discuss with the Executive Committee the scope and quality of internal accounting, administrative, compliance, and financial reporting controls in effect.
- (11) Perform all of the above duties wherever appropriate relative to the JIF's component units. The Executive Committee may satisfy this duty by relying on the work of a component unit's Finance Committee.
- (12) Perform additional duties as assigned by the Executive Committee related to this Charter and the discharge of duties as assigned above.



## **Nominating Committee Charter**

The Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund (TRICOJIF) Executive Committee hereby constitutes and establishes a Nominating Committee:

### **Composition**

The Nominating Committee will be comprised of the prior years Executive Committee Chair and one member from each Standing Committee to be selected by the members of that Standing Committee provided, however, that the representative shall not be a current Executive Committee member. In addition, no individual may represent more than one committee on the Nominating Committee. The Nominating Committee members will select the Nominating Committee Chair.

### **Authority and Responsibility**

The Nominating Committee shall be charged with reviewing and nominating candidates for presentation in the event of a need to elect officers to the Executive Committee.

### **Nominating Committee Bylaws**

The Nominating Committee of the TRICOJIF was established by charter approved by motion of the Executive Committee on May 19, 2008.

### **Meetings**

The committee is to meet as many times per year as the Committee Chair deems necessary in accordance with the Committee's operational guidelines.

### **Attendance**

Members of the committee shall be present at all meetings. The Chair may also request that individuals interested in being nominated to the Executive Committee may express their interest to a member of the Committee. A representative of the Administrator's office shall attend all meetings and shall serve as staff to the Nominating Committee.

### **Minutes**

Minutes of each meeting are to be prepared and approved by the Committee Chair and provided to the Executive Committee.

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## **Specific Duties**

The Nominating Committee is to:

- (1) Compile and submit to general membership a slate of candidates to serve as Chair, Secretary, Executive Committee and Alternate Executive Committee members.
- (2) Conduct an election in accordance with any operational guidelines established by the membership.
- (3) Apprise the Executive Committee, through minutes and special presentations as necessary, of significant developments in the course of performing the above duties.
- (4) Report at least annually to the Executive Committee on the discharge of the above responsibilities.
- (5) Perform additional duties as assigned by the Executive Committee related to the above Charter and discharge of duties as assigned above.

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## ***Safety Committee Charter***

The Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund (TRICOJIF) Executive Committee hereby constitutes and establishes a Safety Committee:

### **Composition**

1. Members of the committee shall be appointed by the Chair at the annual reorganization meeting and shall serve at the pleasure of the Chair.
2. The committee shall be appointed by the Chair of the Executive Committee and shall be chaired by a Fund Commissioner.
3. Also, serving on the committee shall be the Fund Safety Director, Wellness Director, and a representative from the Administrator's office.
4. Additionally, Risk Management Consultants may serve as deemed appropriate by the Executive Committee Chair.

### **Authority and Responsibility**

1. The Safety Committee is to serve as a focal point for communication between the TRICOJIF, the Executive Director/Administrator, the Safety Director, and member municipalities.
2. The Safety Committee shall also serve as a focal point for communication between the TRICOJIF, the Executive Director/Administrator, the Wellness Director, and member municipalities.
3. The function of the Committee is advisory in nature and is not intended to infringe upon the responsibility of the Safety Director, Wellness Director, or employees of member towns.
4. The Safety Committee shall advise the Executive Committee on safety and wellness related policies, performance of municipalities in terms of safety and wellness, and of the individual firms responsible for reporting on same.
5. The Safety Committee shall also work with the Executive Director, Wellness Director, and the Safety Director in attempting to identify services which may be provided by the Joint Insurance Fund to member municipalities in order to reduce the risks of accidents to member employees and volunteers and improve the overall health and wellness of member employees and volunteers to reduce the risk of accidents and decrease the severity of injuries associated with those accidents..

### **Safety Committee Bylaws**

The Safety Committee of the TRICOJIF was established by charter approved by motion of the JIF's Executive Committee on January 25, 1999. The Committee's operational guidelines are set down herein and may be amended by majority vote of the Executive Committee.

### **Meetings**

The Committee is to meet as many times per year as the Committee Chair deems necessary, but no less than quarterly, at the discretion of the Chair.

### **Attendance**

Members of the committee shall be present at all meetings. As necessary or desirable, the Chair may request that other Fund Commissioners, Fund Professionals or consultants attend to participate in discussions of particular issues.

A representative of the Administrator's, Wellness, and Safety Director's office shall attend all meetings and shall serve as staff to the Safety Committee.

### **Minutes**

Minutes of each meeting are to be prepared and approved by the committee members and provided to the Executive Committee.

### **Specific Duties**

The Safety Committee is to:

- (1) Develop with the Executive Director and the Safety Director on-going and annual safety programs that shall provide for the planning, organization, control, and leadership of the JIF's directed safety efforts.
- (2) Develop with the Executive Director and the Wellness Director on-going wellness programs that shall provide for the planning, organization, control, and leadership of the JIF's directed wellness efforts
- (2) Identify and analyze loss exposures and claims information for the JIF as a whole and for individual members to determine where resources should be directed to reduce claims.
- (3) Examine alternative risk techniques to determine the most efficient method for reducing the risk of loss.
- (4) Recommend to the Executive Committee any appropriate expenditures on programs or services which, in the opinion of the committee, will likely result in long-term savings for the JIF.
- (5) Implement, monitor and evaluate all safety and wellness programs, services, and vendors.
- (6) Recommend to the Executive Committee the retention or replacement of safety and/or wellness vendors and provide a written summary of the basis of such recommendations.
- (7) Apprise the Executive Committee, through minutes and special presentations as necessary, of significant developments in the course of performing the above duties.
- (8) Report at least annually to the Executive Committee on the discharge of the above responsibilities.
- (9) Perform additional duties as assigned by the Executive Committee related to this Charter and the discharge of duties as assigned above.



## ***Strategic Planning Committee Charter***

The Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund (TRICOJIF) Executive Committee hereby constitutes and establishes an Strategic Planning Committee:

### **Composition**

1. Members of the committee shall be appointed by the Chair at the annual reorganization meeting and shall serve at the pleasure of the Chair.
2. The committee shall be appointed by the Chair of the Executive Committee. A member of the Executive Committee shall serve on the committee.
3. Also, serving on the committee as necessary shall be a representative from the Administrator's office.

### **Authority and Responsibility**

The Strategic Planning Committee is to serve as the focal point for communication between the Administrator, the Fund Commissioners, and any other professionals regarding long range strategies which should be pursued in order to ensure the integrity, growth, and viability of the Joint Insurance Fund. The Strategic Planning Committee shall advise the Executive Committee regarding long term strategies and planning considerations.

### **Strategic Planning Committee Bylaws**

The Strategic Planning Committee of the TRICOJIF was established by charter approved by motion of the JIF's Executive Committee on January 25, 1999. The committee's operational guidelines are set down herein and may be amended by majority vote of the Executive Committee.

### **Meetings**

The committee is to meet as many times per year as the Committee Chair deems necessary, at the discretion of the Chair.

### **Attendance**

Members of the committee are to be present at all meetings. As necessary or desirable, the Chair may request that other Fund Commissioners, Fund Professionals or consultants attend to participate in discussions of particular issues.

A representative of the Administrator's office shall attend all meetings and shall serve as staff to the Strategic Planning Committee.

### **Minutes**

Minutes of each meeting are to be prepared and approved by the committee members and provided to the Executive Committee.

### **Specific Duties**

The Strategic Planning Committee is to:

- (1) Develop a plan for implementation of long term strategies for the Fund.
- (2) Report to the Executive Committee on the progress regarding selection and implementation of the plan and monitor strategy for implementation.
- (3) Identify long range planning issues which need to be discussed, acted upon, and eventually implemented in order to ensure the viability, growth, and integrity of the Joint Insurance Fund.
- (4) Review the collective organizational structure of the JIF and its servicing agents to assure that it represents a balance of values including flexibility, participation, efficiency and effectiveness which should be weighed in maintaining a healthy organizational structure.
- (5) Apprise the Executive Committee, through minutes and special presentations as necessary, of significant developments in the course of performing the above duties.
- (6) Report at least annually to the Executive Committee on the discharge of the above responsibilities.
- (7) Perform additional duties as assigned by the Executive Committee related to this Charter and the discharge of duties as assigned above.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

**RESOLUTION 2019 - 15**

**DESIGNATION OF CERTIFYING AND APPROVING OFFICER FOR  
THE PAYMENT OF CLAIMS**

**Whereas**, the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund (TRICO JIF) has been organized pursuant to NJSA 40A:10-36 et seq.; and

**Whereas**, the TRICO JIF is duly constituted as a Municipal Self Insurance Fund to provide insurance coverage to its member municipalities; and

**Whereas** the Administrative Code (N.J.A.C. 11:15-2.22) regulating the operation of Joint Insurance Funds requires that all disbursements for the payment of claims must be approved by a majority of the Fund Commissioners or the Executive Committee thereof; and

**Whereas**, the Fund Commissioners may designate a Certifying and Approving Officer pursuant to N.J.S.A. 40A: 5-17 to allow for the expeditious resolution of claims in an amount not to exceed an amount approved by the Commissioner of the Department of Banking and Insurance in the Plan of Risk Management, and

**Be It Hereby Resolved** that the Commissioners here assembled appoints the Claims Administrator as the Certifying and Approving Officer for the Fund.

**Be It Further Resolved**, that by adopting this resolution appointing a Certifying and Approving Officer, the Plan of Risk Management for Fund Year 2019 is amended to include this designation of a Certifying and Approving Officer, and

**Be It Further Resolved** that copies of this Resolution shall be provided to the Administrator, Claims Administrator, and Fund Attorney of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for their information and attention.

This resolution was duly adopted by the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund at a public meeting held on January 28, 2019

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES**

**MUNICIPAL JOINT INSURANCE FUND**

BY: \_\_\_\_\_

CHAIRPERSON

ATTEST: \_\_\_\_\_

SECRETARY

DATE: \_\_\_\_\_

January 28 2019

**GLOUCESTER SALEM CUMBERLAND COUNTIES MUNICIPAL  
JOINT INSURANCE FUND (TRICOJIF)  
RESOLUTION #2019-16**

**A RESOLUTION AUTHORIZING AN INTERIM SERVICE CONTRACT WITH  
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. TO SERVE AS  
THE ADMINISTRATOR OF THE FUND FOR A TERM OF SIXTY (60) DAYS  
UNDER THE "NON-FAIR AND OPEN" PROCESS.**

**WHEREAS**, the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund has been organized pursuant to *N.J.S.A. 40A:10-36 et. seq.*; and

**WHEREAS**, the Fund Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund find that it is necessary and appropriate to obtain the professional services of an Administrator in accordance with NJSA 40A:11-5 et seq.; and

**WHEREAS**, the Fund Commissioners of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund (TRICOJIF) have authorized a Request for Qualifications (RFQ) to be advertised for the position of Administrator of the Fund, and the Fund Commissioners have determined that while the RFQ process is being completed, it is necessary and appropriate for the Fund to enter into an Interim Service Contract with Arthur J. Gallagher Risk Management Services, Inc. for sixty (60) days commencing January 1, 2019 and ending March 1, 2019; and

**WHEREAS**, it is deemed to be in the best interest of the TRICOJIF that an Interim Service Contract be entered into with Arthur J. Gallagher Risk Management Services, Inc. to serve as the Administrator of the Fund in accordance with the terms and conditions of the Interim Service Contract which is attached hereto as Exhibit "A", and that the Interim Service Contract shall be awarded under the "Non-Fair and Open" process; and

**WHEREAS**, it is deemed to be in the best interest of the TRICOJIF to authorize the Fund Chairman and Secretary to execute the Interim Service Contract attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund assembled in a public session on January 28, 2019, that the Fund Chairman and Fund Secretary are hereby authorized, empowered and directed to execute the Interim Service Contract with Arthur J. Gallagher Risk Management Services, Inc. which is attached hereto as Exhibit "A" under the "Non-Fair and Open" process.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be provided to the Administrator, Solicitor, and Claims Administrator of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund for their information and attention.

This Resolution was duly adopted by the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund at a public meeting held on January 28, 2019.

**GLOUCESTER SALEM CUMBERLAND COUNTIES MUNICIPAL JOINT  
INSURANCE FUND**

Attest:

  
Secretary

By:

  
Chairman

Date: January 28, 2019

**GLOUCESTER SALEM CUMBERLAND COUNTIES MUNICIPAL  
JOINT INSURANCE FUND (TRICOJIF)  
RESOLUTION #2019-17**

**A RESOLUTION AWARDING A CONTRACT TO BUONADONNA & BENSON,  
P.C. WITH MICHAEL E. BENSON, ESQUIRE AS ASSIGNED DEFENSE  
COUNSEL UNDER THE "NON-FAIR AND OPEN" PROCESS**

**WHEREAS**, the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund has been organized pursuant to *N.J.S.A. 40A:10-36 et. seq.*; and

**WHEREAS**, the Fund Commissioners of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund (TRICOJIF) find that it is necessary and appropriate to obtain certain legal services so that the claims filed against the member municipalities of the TRICOJIF and for which the TRICOJIF is obligated to provide a legal defense may be properly defended; and

**WHEREAS**, the TRICOJIF, under the "Fair and Open" process, advertised a Request for Qualifications (RFQ) for Assigned Defense Counsel for 2019 to be submitted by September 28, 2018, and the law firm of Buonadonna & Benson, P.C., who have served as a valued member of the Defense Panel for many years, failed to provide a response to the RFQ in a timely manner; however, thereafter, a response to the RFQ was received; and

**WHEREAS**, it is deemed to be in the best interest of the TRICOJIF that the firm of Buonadonna & Benson, P.C. with Michael E. Benson, Esquire as Assigned Defense Counsel, be awarded a Contract under the "Non-Fair and Open" to provide legal services as a member of the General Liability Defense Panel for 2019; and

**WHEREAS**, it is deemed to be in the best interest of the TRICOJIF to award a Contract to Buonadonna & Benson, P.C. with Michael E. Benson, Esquire as Assigned Defense Counsel under the "Non-Fair and Open" process for 2019.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund assembled in a public session on January 28, 2019, that the following law firm and attorney are hereby designated as Assigned Defense Counsel for the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund and shall be awarded a Contract for 2019 under the "Non-Fair and Open" process:

**General Liability Claims:**

Buonadonna & Benson, P.C. with Michael E. Benson, Esquire as Assigned Defense Counsel at a rate of \$165.00 per hour of attorney time and Paralegal time of \$75.00 per hour.



**BE IT FURTHER RESOLVED** that assignment of specific claims for defense shall be made by the Fund Solicitor for the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund who shall supervise and coordinate the defense matters in cooperation with the Claims Administrator and in accordance with the policies determined by the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund.

**BE IT FURTHER RESOLVED** that the assignment of cases for defense made in accordance with prior Resolutions of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund shall continue with attorneys so assigned, subject to the authority of the Fund Solicitor for the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund to supervise the defense of the matters and to reassign the defense matters where appropriate.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be provided to the Administrator, Solicitor, and Claims Administrator of the Atlantic County Municipal Joint Insurance Fund and those herein appointed for their information and attention.

This Resolution was duly adopted by the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund at a public meeting held on January 28, 2019.

**GLOUCESTER SALEM CUMBERLAND COUNTIES MUNICIPAL JOINT  
INSURANCE FUND**

Attest  Secretary      By:  Chairperson

Date: January 28, 2019

**GLOUCESTER, SALEM, CUMBERLAND COUNTY  
MUNICIPAL JOINT INSURANCE FUND**

**RESOLUTION NO. 2019 - 18**

**RESOLUTION AUTHORIZING REIMBURSEMENT OF  
TRAVEL EXPENSES FOR AUTHORIZED OFFICIAL TRAVEL**

**WHEREAS**, N. J. S. A. 40A:5-16.1 permits the governing body of any local unit to authorize payment in advance toward expenses for authorized official travel, and;

**WHEREAS**, up to a total of four (4) Fund Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, hereinafter referred to as the TRICO JIF, may need to travel to the PRIMA Conference for the purpose of attending a seminar on public entity risk management and pooling; and

**WHEREAS**, up to a total of four (4) Fund Commissioners of the TRICO JIF, may need to travel to two AGRIP Conference for the purpose of attending a seminar on public entity risk management and pooling; and

**WHEREAS**, the Treasurer of the TRICO JIF has certified that funds are available from the 2019 expense budget in the amount of \$2,250 per attending commissioner, including seminar registration costs which will be pre-paid by the TRICO JIF, and;

**WHEREAS**, the Treasurer of the TRICO JIF is authorized to issue payment in the amount of \$25 per conference attendee to the Executive Director, if the expense is so incurred, for payment of Fund Commissioners' meals at the PRIMA and AGRIP Conferences, and;

**WHEREAS**, the authorized Commissioners representing the TRICO JIF at either conferences will verify their expenses in accordance with the attached Travel and Expense Reimbursement Policy and Conference Attendance Policy, a copy of which is attached hereto and incorporated herein by reference, with a detailed bill of items or demands, and the certification of affidavit required by N. J. S. A. 40A:5-16 which will be submitted within a reasonable period of time after the completion of the travel for which the advance was made;

**NOW THEREFORE BE IT RESOLVED**, that the Treasurer is hereby authorized to reimburse authorized Fund Commissioners up to \$2,250 in expenses, including seminar registration costs which will be pre-paid by the TRICO JIF, for attendance at the PRIMA or AGRIP conferences.

**BE IT FURTHER RESOLVED** that the Treasurer is hereby instructed to make payment to the Executive Director, if the expense is so incurred, in the amount of \$25 per conference attendee for payment of Commissioners' meals at the PRIMA and AGRIP Conferences

This resolution was duly adopted by the Gloucester, Salem, Cumberland Counties  
Municipal Joint Insurance Fund at a public meeting held on January 28, 2019

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES**

**MUNICIPAL JOINT INSURANCE FUND**

BY: \_\_\_\_\_



CHAIRPERSON

ATTEST: \_\_\_\_\_



SECRETARY

DATE: January 28, 2019

## ***Travel and Expense Reimbursement Policy***

Persons authorized to travel on official business are encouraged to exercise the same care in incurring expenses that they would if traveling on personal business at their own expense. Excessive and unnecessary travel and other expenses shall not be approved or reimbursed. Travel routes should be planned so that minimum amounts of travel and expense are involved. Participants shall be responsible for making their own travel arrangements. Expenditures for official travel are reimbursable if incurred in accordance with these guidelines.

### ***I. Conference Registration***

Cost of registration for any conference or seminar shall be paid in advance by the Fund.

### ***II. Transportation<sup>1</sup>***

#### ***A. Air Travel***

The Fund shall reimburse participants for the full cost of travel by air (if appropriate). The maximum amount reimbursable for air travel shall be the standard fare for travel commencing the day before the conference begins and end on the day after the conference ends.

#### ***B. Car Travel***

The Fund shall reimburse participants for the actual costs of all tolls and parking expenses. In addition, the Fund shall reimburse members at the prevailing IRS rate of reimbursement per mile for each mile traveled.

### ***III. Lodging<sup>2</sup>***

The Fund shall reimburse participants for the cost of lodging at conference rates. The maximum amounts reimbursable for hotel accommodations shall be conference rates for evenings commencing day before the conference begins and ending the day after the conference ends. Expenses for laundry, valet, entertainment, room service, and other charges of a similar nature are considered personal charges and shall not be reimbursed.

### ***IV. Meals***

The Fund shall reimburse participants for all meals incurred during the course of travel and while attending the conference. Meal reimbursement is subject to a maximum rate per diem. Maximum per diem is \$70.00.

### ***V. Related Expenses***

The Fund shall reimburse participants for necessary incidental expenses incurred during the course of travel. These shall include airport shuttle services to and from airports; shuttle services to and from hotels to airports, portage and parking expenses (if appropriate). The Fund will reimburse taxi expenses for transportation to and from hotels and airports and for transportation to and from conference events only in cases where shuttle services are unavailable. All other taxi expenses are considered personal charges and shall not be reimbursed.

### ***VI. Reimbursement***

Under normal conditions, persons authorized to travel on official business shall provide themselves with sufficient funds of their own to cover all current expenses. To receive reimbursement for travel related expenses, participants shall submit all receipts and other evidence of allowable expenses to the Fund's Treasurer with a completed voucher. The Treasurer shall approve all expenses in accordance with the Fund's guidelines.

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<sup>1</sup> Maximum expenses for both transportation and hotel lodging expenses shall not exceed the combined total cost of standard airfare and lodging at conference rates.

<sup>2</sup> See 1.

**GLOUCESTER, SALEM, CUMBERLAND  
COUNTIES MUNICIPAL  
JOINT INSURANCE FUND  
Administrative Policies & Procedures**

**Date Adopted: September 26, 2005**

**POLICY:** Conference Attendance

**PURPOSE:** To Establish a Protocol for Attendance at Various Training Conferences

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It is the practice of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund (TRICO JIF) to encourage the further education of its members in Risk Management issues by providing a limited number of Fund Commissioners an opportunity to attend various industry conferences during a Fund Year. These conferences include those offered by Public Risk Management Association (PRIMA) and the Association of Government Risk Insurance Pools (AGRIP).

Because the Fund affords a limited number of Fund Commissioners an opportunity to attend these conferences, and it is possible that more Commissioners may wish to attend a conference than positions are available, it is important that the Fund have a procedure establishing clear guidelines and preferences for Commissioner attendance. Each fall, the Finance Committee, with input from Strategic Planning, shall prepare the annual Conference budget and set forth the number of available openings for conference attendance the following year. Fund Commissioners are eligible to attend either the annual PRIMA Conference or one AGRIP Conference annually.

**ANNUAL PRIMA CONFERENCE**

The following procedure shall be followed in determining the Fund Commissioners who will attend the **Annual PRIMA Conference**:

1. **Executive Committee Members** – At the beginning of each year, the Executive Director's office shall notify members of the Executive Committee of the opportunity to attend the Annual PRIMA Conference. Members shall be given a deadline to respond. Attendees will be determined based upon their date of response on a first come first served basis.
2. **Alternate Executive Committee Members** - If after the deadline has passed, additional positions remain open, an invitation shall be extended to the Executive Committee Alternates. Responses to the invitations must be received no later than February 1st. Attendees will be determined based upon their date of response on a first come first served basis.

3. **Fund Commissioners** - In the event that positions to attend the Annual PRIMA Conference remain open after invitations have been extended to the Executive Committee members and Alternates, the Executive Director's Office shall announce at the February Executive Committee meeting the opportunity for remaining Fund Commissioners to attend the conference with a response deadline of March 1<sup>st</sup>. Attendees will be determined based upon their date of response on a first come first served basis.

No additional announcements regarding opportunities to attend the annual PRIMA Conference shall be made after the February Executive Committee meeting.

Any Fund Commissioner who attends the annual PRIMA Conference will be ineligible to attend additional conferences for the remainder of the Fund Year.

## **AGRIP CONFERENCE**

Fund Commissioners are eligible to attend either the annual PRIMA Conference or one AGRIP Conference annually.

The following procedure shall be followed in determining the Fund Commissioners eligible to attend any of the **AGRIP Conferences**.

1. In January of each year the Executive Director's office shall notify members of the Executive Committee and Alternate Executive Committee members of the AGRIP Conference schedule for the coming Fund Year. They will be asked to notify the Executive Director's office of their interest in attending any one of the conferences. If more than one conference is requested, preference must be indicated by the individual.
2. The Executive Director's office shall keep track of the date of, number of, and specific AGRIP conference that the individual wishes to attend along with the date they responded.
3. In the event that more individuals ask to attend a conference than positions available, priority shall be given in the following order:
  - Fund Chair
  - Fund Secretary
  - Executive Committee members in their order of succession
  - Alternate Executive Committee members in their order of succession
4. In the event that the February 1st deadline to register for the Spring AGRIP Conference passes, and all positions are not filled, then unfilled positions will be made available for attendance at the PRIMA conference.

## **CONFERENCE REIMBURSEMENT GUIDELINES**

1. Each attendee at a PRIMA or AGRIP conference shall be eligible for up to \$2,000<sup>1</sup> in reimbursable expenses. Reimbursable expenses are defined in the Fund's *Travel & Reimbursement Policy* adopted by the Fund at its Annual Reorganization meeting.
2. Prior to receiving a final reimbursement from the Fund, attendees at each conference shall provide the membership, at the next Executive Committee meeting following their return, with a summary report of the seminars they attended. Any written materials that the attendee brings from the conference shall be made available to the Executive Director's office for copying and distribution to any Fund Commissioner upon their request.

<sup>1</sup> As recommended by the Strategic Planning Committee at their meeting of May 17, 2007 and accepted by the Executive Committee at the June 25, 2007 meeting.