



February 9, 2021

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

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

**RE: TRICO 2021 Reorganization Filing**

Dear Ms. Chong and Mr. Bennett:

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

1. List of 2021 Fund Commissioners
2. List of 2021 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 2021
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 2021 Plan of Risk Management
Resolution #15	Designation of a Certifying and Approving Officer
Resolution #16	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, MGA  
Executive Director

Enclosures

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

File: TRICO\2021\ State Filing; Tab: Annual Filing (w/attachments)

JIF	Name	FC
TRICO	Alloway Township	Warren Morgan
TRICO	Carneys Point Township	Ken Brown
TRICO	Clayton Borough	Sue Miller
TRICO	Deptford Township	Donald Banks
TRICO	East Greenwich Township	Stephanie McCaffrey
TRICO	Elk Township	Carolyn King-Sammons
TRICO	Elsinboro Township	Douglas L Hogate Sr
TRICO	Fairfield Township	Linda Gonzales
TRICO	Franklin Township	Barbara Freijomil
TRICO	Glassboro Borough	Valerie VanVeen
TRICO	Greenwich Township	Raymond A. Williams, Jr.
TRICO	Harrison Township	Mark L. Gravinese
TRICO	Hopewell Township	Leo Selb
TRICO	Logan Township	Will Pine
TRICO	Lower Alloways Creek Township	Kevin Clour
TRICO	Mannington Township	Luke S Patrick Jr
TRICO	Mantua Township	Candice Pennewell
TRICO	Monroe Township	Jill McCrea
TRICO	Oldmans Township	Harry Moore
TRICO	Paulsboro Borough	Susan Jacobucci
TRICO	Penns Grove Borough	Carol Mincey
TRICO	Pennsville Township	Daniel J Neu
TRICO	Pilesgrove Township	Maureen Abdill
TRICO	Pitman Borough	Michael Razze
TRICO	Quinton Township	Marjorie Sperry
TRICO	Shiloh Borough	Brad Campbell
TRICO	South Harrison Township	Robert Diaz
TRICO	Swedesboro Borough	Carl Bagby
TRICO	Upper Pittsgrove Township	Jack Cimprich
TRICO	Vineland City	Jeffre Celebre
TRICO	Washington Township	Colette Bachich
TRICO	Wenonah Borough	Karen Sweeney
TRICO	West Deptford Township	AJ Ferriola
TRICO	Westville Borough	Ryan Giles
TRICO	Woodbury City	Robert Law
TRICO	Woodbury Heights Borough	Jeffrey Pitzo
TRICO	Woodstown Borough	Stacy Shorter-Carney
TRICO	Woolwich Township	Jane DiBella

## 2021 FUND PROFESSIONALS

### ACTUARY

**Eric Bause**, ARM

**Kyle Mrotek**, FCAS, MAAA

The Actuarial Advantage

227 Market Street, Suite B

Camden, NJ 08102

Eric: (610) 627-0704

Kyle: (262) 402-8612

Email: [FirstInitialLastName@taa-inc.com](mailto:FirstInitialLastName@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](mailto:catek@permainc.com)

### ADMINISTRATOR

**Paul Forlenza**, MGA, Executive Director

**Paul J. Miola**, CPCU, ARM, Executive Municipal

Pool Strategist, Deputy Executive Director

**Kris Kristie**, Sr. Account Rep.

**Sheila Ortiz**, Account Rep.

**Jodi Palmeri**, Sr. Financial Analyst

**Tracy Forlenza**, Financial Analyst

**Megan Matro**, Marketing Specialist

Risk Program Administrators

6000 Sagemore Drive, Suite 6203

PO Box 489

Marlton, NJ 08053

**Main Phone:** (856) 446-9100

Paul Forlenza (856) 446-9135

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@riskprogramadministrators.com](mailto:Firstname_Lastname@riskprogramadministrators.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](mailto: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](mailto:FIRSTINITIALLASTNAME@qual-lynx.com)

### FUND UNDERWRITER

**Ed Cooney**, Account Executive

Conner Strong & Buckelew

9 Campus Drive, Suite 216

Parsippany, NJ 07054-4412

**Direct Phone:** (973)-659-6424

Email: [ecooney@connerstrong.com](mailto:ecooney@connerstrong.com)

### LOSS CONTROL SERVICES

**Keith Hummel**, Safety Director

**Rob Garish**, Consultant

**John Saville**, Consultant

**Liam Callahan**, Consultant

**Lauren Gersham**, Admin

J. A. Montgomery Consulting

P.O. Box 99106

Camden, NJ 08101

**Toll Free:** (877) 398-3046

Hummel Office: (856) 552-6862

Garish Office: (856) 552-4650

Saville Office: (732) 660-5009

Callahan Office: (856) 552-4902

Gersham Office: (856) 446-9279

**Fax #:** (732) 393-8034

Email: [FirstInitialLastname@jamontgomery.com](mailto:FirstInitialLastname@jamontgomery.com)

## 2021 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, Regional Director**

AssetWorks, LLC

261 Old York Rd, Suite 305

Jenkintown, PA 19046

**Main Phone:** (800) 876-0363 x1352

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

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

### RECORDING SECRETARY

**Kris Kristie**

c/o RPA

6000 Sagemore Drive, Suite 6203

PO Box 489

Marlton, NJ 08053-3900

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

**Email:** Kristi\_Kristie@riskprogramadministrators.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@deweeseeslawfirm.com

### MANAGED CARE

**Karen Beatty, Client Services Manager**

QualCare, Inc

100 Decadon Drive

Egg Harbor Township, NJ 08234

**Phone #:** (609) 365-4999

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

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

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

### TECHNOLOGY RISK SERVICES DIRECTOR

**Lou Romero, Director**

Secure Data Consulting Services

PO Box 6023

Somerset, NJ 08875

**Main Phone:** (732) 690-4057

**Email:** lromero@SecureDataCS.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

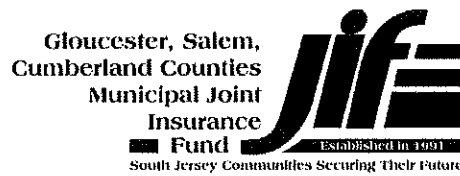


EXHIBIT A  
NEW JERSEY DEPARTMENT OF BANKING AND INSURANCE  
CERTIFICATION OF JOINT INSURANCE FUND PROFESSIONALS  
FOR THE FUND YEAR ENDING DECEMBER 31, 2021

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:

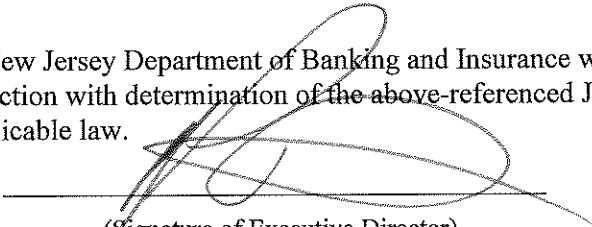
Service	Contractor	2020 Compensation Amount	2021 Compensation Amount
Actuary	The Actuarial Advantage	\$33,301	Not to exceed \$33,967
Administration / Executive Director	Arthur J. Gallagher Risk Management Services, Inc.	\$734,327	Not to exceed \$754,185
Administrative Consultant	PERMA, Inc.	\$46,367	Not to exceed \$46,367
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	\$13,230	.05% of the market value of the investment portfolio
Attorney	David DeWeese, Esquire	\$111,663 \$36,750	Not to exceed \$113,896 \$750 per claim EPL/POL
Auditor	Bowman & Company	\$23,276	Not to exceed \$23,742
Claims Administration	Qual-Lynx	\$495,594	\$505,503 minimum \$612,220 maximum \$10,000 as EPL/POL Claims Advocate
Technology Risk Services	Pivot Point Security.	\$12,037	\$12,037
Technology Risk Services	Media Pro	\$7,439	\$7,439
Technology Risk Services	Secure Data Consulting Services	\$73,260	\$90,288
JIF Website	Joyce Media	\$4,500	\$4,500
Managed Care	Qual-Care	\$155,667	\$516 per claim fee
Payroll Auditor	Bowman & Company	\$15,466	Not to exceed \$16,202

Police Online Training	Police One Academy	\$20,000	Not to exceed \$20,000
Property Appraiser	AssetWORKS	Not to exceed \$26,032	Not to exceed \$38,413 based upon anticipated building counts
Recording Secretary	Kristi Kristie	\$5,158	Not to exceed \$5,158
Safety Director	J. A. Montgomery Risk Control Services	\$221,064	Not to exceed \$221,064
	Right to Know	\$43,172	Not to exceed \$50,141
Subrogation Attorney	David DeWeese, Esquire	\$77,298	Prior to suit – 25% recovery Issue not joined – 30% recovery Issue joined – 33.3% recovery
Treasurer	Tom Tontarski	\$14,083	Not to exceed \$14,365
Underwriting Manager	Conner Strong & Buckelew Insurance Services	\$11,999	Not to exceed \$11,999
Wellness Director	Target Wellness	\$59,277	Not to Exceed \$59,277

Service	Contractor	2019 Compensation Amount	2020 Compensation Amount
Liability Defense Panel	Birchmeier & Powell, LLC	\$105,196	Assigned Defense Counsel - \$165 per hour Approved Associate - \$135 per hour Paralegal - \$75 per hour
Liability Defense Panel	Barker, Gelfand, & James, LLC	\$88,903	Assigned Defense Counsel - \$165 per hour Approved Associate - \$135 per hour Paralegal - \$75 per hour
Liability Defense Panel	Craig, Annin, & Baxter, LLC	\$96,343	Assigned Defense Counsel - \$165 per hour Approved Associate - \$135 per hour Paralegal - \$75 per hour
Liability Defense Panel	Brown & Connery, LLP	\$14,090	Assigned Defense Counsel - \$165 per hour Approved Associate - \$135 per hour Paralegal - \$75 per hour

Liability Defense Panel	Madden & Madden, PA	\$66,070	Assigned Defense Counsel - \$165 per hour Approved Associate - \$135 per hour Paralegal - \$75 per hour
Workers' Compensation Defense Panel	Pietras, Saracino, Smith, & Meeks, LLC	\$89,163	Assigned Defense Counsel - \$140 per hour Approved Associate - \$115 per hour Occupational Cases - \$115 per hour Paralegal - \$75 per hour Court Appearances - \$70
Workers' Compensation Defense Panel	Affanato Marut, LLC	\$36,556	Assigned Defense Counsel - \$140 per hour Approved Associate - \$115 per hour Occupational Cases - \$115 per hour Paralegal - \$75 per hour Court Appearances - \$70
Workers' Compensation Defense Panel	Capehart & Scatchard, PA	\$21,440	Assigned Defense Counsel - \$140 per hour Approved Associate - \$115 per hour Occupational Cases - \$115 per hour Paralegal - \$75 per hour Court Appearances - \$70

- 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)

1-25-2021

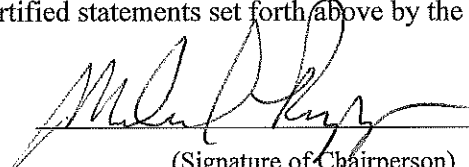
(Date)

I, Michael Razze, 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.



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(Signature of Chairperson)

1-25-2021

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(Date)

**RESOLUTION NO. 2021-1**

**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:

Michael Razze, Pitman Borough - **Chairperson**

Karen Sweeney, Wenonah Borough - **Secretary**

**BE IT FURTHER RESOLVED** that the Chairperson and Secretary shall serve for the year 2021 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 25, 2021.

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

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

CHAIRPERSON

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

SECRETARY

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

Jan 25, 2021

**RESOLUTION NO. 2021-2**  
**RESOLUTION CONFIRMING THE ELECTION**  
**OF AN EXECUTIVE COMMITTEE AND ALTERNATES**  
**FOR THE YEAR 2021**

**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 2021 and until their successors shall be appointed and qualified are hereby confirmed:

**EXECUTIVE COMMITTEE MEMBERS:**

1. Susan Miller, Clayton Borough
2. Carl Bagby, Swedesboro Borough
3. Robert Diaz, South Harrison Township
4. Kevin Clour, Lower Alloways Creek Township
5. Mark Gravinese, Harrison Township

**ALTERNATES**

1. Donald Banks, Deptford Township
2. Ken Brown, Carneys Point Township
3. Marjorie Sperry, Quinton Township
4. Stephanie McCaffrey, East Greenwich Township
5. Doug Holgate, Elsinboro Borough
6. Leo Selb, Hopewell Township
7. Colette Bachich, Washington Township

This resolution was duly adopted by the Gloucester, Salem,  
Cumberland Counties Municipal Joint Insurance Fund  
at a public meeting held on January 25, 2021.

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

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

CHAIRPERSON

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

SECRETARY

DATE: Jan. 25, 2021

### **RESOLUTION NO. 2021-3**

#### **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 2021 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 2021, 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 2021 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 2021 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 25, 2021, 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 a term commencing January 1, 2021 and continuing until December 31, 2021 or until the next Reorganization of the Fund with Paul A. Forlenza, MGA, serving as the Executive Director and Paul J. Miola, CPCU, ARM 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, 2021 and continuing until December 31, 2021 or until the next Reorganization of the Fund.

3. Conner Strong & Buckelew Insurance 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, 2021 and continuing until December 31, 2021 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, 2021, and ending on December 31, 2021 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, 2021, and ending on December 31, 2021, 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, 2021 and continuing until December 31, 2021, with compensation as set forth in the Agreement.
7. J. A. Montgomery Risk Control, a Division of Conner Strong & Buckelew Insurance Companies, Inc. with Keith Hummel as Safety Director and Robert Garish and Liam Callahan as its designated loss control representatives is hereby appointed Safety Director for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
8. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
9. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
10. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
11. 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 for their role in accepting and reporting EPL/POL claims for calendar year 2021 for a term commencing January 1, 2021 and continuing until December 31, 2021 or until the next Reorganization of the Fund.
12. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.

13. 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, 2021 and continuing until December 31, 2021.
14. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
15. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund
16. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
17. 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, 2021, and continuing until December 31, 2021.
18. Secure Data Consulting Services, with Lou Romero, as the designated contact, is hereby appointed as Technology Risk Services Director for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
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, 2021 and continuing until December 31, 2021, or until the next Reorganization of the Fund.
20. Investors Bank, with Joseph Sette as its designated representative, is hereby appointed as a permissible Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
21. Wilmington Trust, with Susan O'Neal as its designated representative, is hereby appointed as an Asset Manager for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
22. M & T Bank, with Mary Alice Avery as its designated representative, is hereby appointed as a permissible Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
23. Bank of New York Mellon, with David Corrado as its designated representative, is hereby appointed as a permissible Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
24. Clearbrook Global, with Fernando Garip as its designated representative, is hereby appointed as an Asset Manager for the Gloucester, Salem, Cumberland Counties Municipal Joint

Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.

25. NW Financial Group is hereby appointed as an Investment Advisor for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 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 a term commencing January 1, 2021 and continuing until December 31, 2021 with Paul A. Forlenza, MGA, serving as the Executive Director and Paul J. Miola, CPCU, ARM, serving as the Deputy Executive Director and shall be compensated in the amount of \$754,185 for said term.
2. Arthur J. Gallagher Risk Management Services, Inc. is hereby appointed as the Producer for EPL/POL, Volunteer Director's & Officers Liability, and Cyber Liability coverage for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021 and continuing until December 31, 2021 and shall be compensated through the commission on the policy in the amount of \$54,532.
3. 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, 2021, and ending on December 31, 2021, in an amount not to exceed \$113,896 as set forth specifically in the Agreement.
4. 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, 2021, and ending on December 31, 2021, in the amounts as set forth specifically in the agreement.
5. 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, 2021 and continuing until December 31, 2021, with compensation as set forth in the Agreement.
6. Conner Strong & Buckelew Insurance is hereby appointed as the Producer for EPL/POL, Volunteer Director's & Officers Liability, and Cyber Liability coverage for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January

1, 2021 and continuing until December 31, 2021 and shall be compensated through the commission on the policy in the amount of \$54,532.

7. J. A. Montgomery Risk Control, a Division of Conner Strong & Buckelew Insurance Companies, with Keith Hummel as its Safety Director and Robert Garish and Liam Callahan 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, 2021, and continuing until December 31, 2021, at a cost not to exceed \$221,064 as set forth specifically in the Agreement.
8. 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, 2021, and continuing until December 31, 2021 on the basis of an hourly fee schedule set forth in the Agreement, but not to exceed \$50,141.
9. Thomas J. Tontarski as Treasurer for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing on January 1, 2021, and continuing until December 31, 2021, in the amount of \$14,365 as set forth specifically in the Agreement.
10. 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, 2021 and continuing until December 31, 2021, in the amount of \$46,367 as set forth specifically in the Agreement.
11. 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, and Property coverage for a term commencing January 1, 2021, and continuing until December 31, 2021, shall be compensated on the basis of the rate schedule as set forth specifically in the Agreement, with a minimum fee of \$505,503 but not to exceed \$612,220 as Claims Administrator for General Liability, Workers' Compensation, and Property claims and \$10,000 for their role in accepting and reporting EPL/POL claims for calendar year 2021, as set forth specifically in the Agreement.
12. 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, 2021, and continuing until December 31, 2021, on the basis of the rate schedule as set forth specifically in the Agreement.
13. 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, 2021, and continuing until December 31, 2021, with an allocated file fee of \$516 per file on the basis of the rate schedule as set forth specifically in the Agreement.
14. 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, 2021, and continuing until December 31, 2021, for property appraisal services at a cost of \$38,413 based upon anticipated building counts for calendar year 2021, as set forth specifically in the Agreement.
15. 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, 2021 and continuing until December 31, 2021, at a cost not to exceed \$16,202 for calendar year 2021, without the specific approval of the Commissioners, as set forth specifically in the Agreement

16. 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, 2021, and continuing until December 31, 2021 in the amount of \$11,999 as set forth specifically in the Agreement.
17. 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, 2021, and continuing until December 31, 2021, in the amount of \$5,158 as set forth specifically in the Agreement.
18. Secure Data Consulting Services, with Lou Romero, as the designated contact, is hereby appointed as Technology Risk Services Director for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021, with a fee of \$90,288 for calendar year 2021, to be paid as set forth specifically in the Agreement.
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, 2021 and continuing until December 31, 2021, in the amount of \$4,500 as set forth specifically in the Agreement.
20. Investors Bank, with Joseph Sette as its designated representative, is hereby appointed as a permissible Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021, on the basis of the rate schedule as set forth specifically in the Agreement.
21. M & T Bank, with Mary Alice Avery as its designated representative, is hereby appointed as a permissible Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021, on the basis of the rate schedule as set forth specifically in the Agreement.
22. Wilmington Trust, with Susan O'Neal as its designated representative, is hereby appointed as an Asset Manager for the Burlington County Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021, on the basis of the rate schedule as set forth specifically in the Agreement.
23. Bank of New York Mellon, with David Corrado as its designated representative, is hereby appointed as a permissible Banking Depository for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
24. Clearbrook Global, with Fernando Garip as its designated representative, is hereby appointed as an Asset Manager for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
25. NW Financial Group is hereby appointed as an Investment Advisor for the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund for a term commencing January 1, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.

**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 25, 2021.

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

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

CHAIRPERSON

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

SECRETARY

DATE: Jan. 25, 2021

## **RESOLUTION NO. 2021-4**

### **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 2021 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 positions of Actuary, Auditor and Wellness Director during Fund Year 2020; and

**Whereas**, the RFQ’s for the position of Actuary, Auditor and Wellness Director were available on August 3, 2020 with responses due back to the Executive Director’s office on August 26, 2020; 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 and the Finance 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 25, 2021, that:

1. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
2. 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, 2021, and continuing until December 31, 2021 or until the next Reorganization of the Fund.
3. Targeting 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, 2021, and continuing until December 31, 2021 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. 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, 2021, and continuing until December 31, 2021, on the basis of an hourly fee schedule attached to the Agreement, but not to exceed \$33,967 without the specific approval of the Commissioners, as set forth specifically in the Agreement.
2. 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, 2021, and continuing until December 31, 2021, on the basis of an hourly fee schedule attached to the Agreement, but not to exceed \$23,742 without the specific approval of the Commissioners, as set forth specifically in the Agreement.
3. Targeting 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, 2021, and continuing until December 31, 2021, at a cost not to exceed \$59,277 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

**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 25, 2021.

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

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

CHAIRPERSON

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

SECRETARY

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

Jan. 25, 2021

## **RESOLUTION NO. 2021-5**

### **A RESOLUTION AWARDED 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 Executive Committee of the TRICOJIF at their regular meetings on January 28, 2019 and January 27, 2020, and through Resolutions 2019-05 and 2020-05, the Executive Committee awarded Contracts in accordance with the recommendations of the Executive Claims Review Committee; and

**WHEREAS**, the Executive Committee has determined that the same Contracts should be awarded for 2021, which is the third year of the three (3) one (1) year Contracts; and

**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 25, 2021, 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 2021 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, and 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, Christine P. O'Hearn, Esquire and William F. Cook, 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; Samuel A. Scimeca, Jr., Esquire as an Approved Associate at a rate of \$115.00 per hour of attorney time; a Paralegal rate of \$75.00 per hour; a maximum of \$70.00 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, Megan C. Davis, Esquire and Caitlin K. Carroll, 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 \$70.00 per court appearance; and \$115.00 per hour for Occupational cases.
3. Capehart & Scatchard, P.A. with John H. Geaney, Esquire, Prudence M. Higbee, Esquire, Michael L. Bileci, Esquire, Claire Y. Ringel, Esquire, Ian G. Zolty, Esquire, Dana M. Gayeski, Esquire and Andrea L. Schlafer, 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 \$70.00 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. except for the Contract to Buonadonna & Benson, P.C. which is being awarded under the "Non-Fair and Open" process.

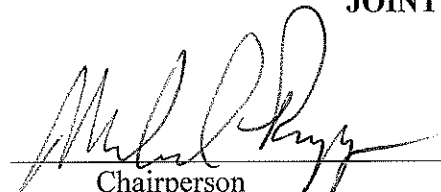
**BE IT FURTHER RESOLVED** that the Fund Chairman and Secretary are hereby authorized to execute the Contracts with the Assigned Defense Counsel Law Firms to provide Legal Services to the Fund.

**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.

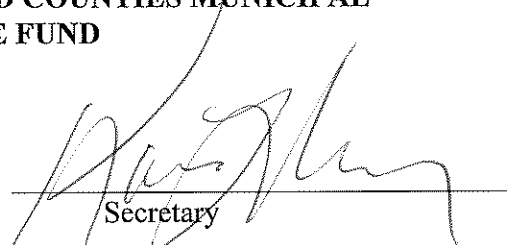
This Resolution was duly adopted by the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund at a public meeting held on January 25, 2021.

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

Attest:

  
Chairperson

By:

  
Secretary

Date: Jan. 25, 2021



## **RESOLUTION NO. 2021-6**

### **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 2020, 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 25, 2021, 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 25, 2021, 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. Patrick Madden, Esquire of the Law Firm of Madden & Madden. P.A.
4. John Grady, 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.

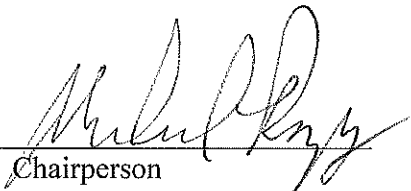
**BE IT FURTHER RESOLVED** that the recommendation of the assignment of specific EPL/POL claims for defense shall be made by the Fund Solicitor to the EPL/POL insurance carrier, QBE Insurance and their Claims Administrator, Summit Risk, and Fund Solicitor for the Gloucester Salem Cumberland Counties 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 25, 2021.

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

Attest:

  
Chairperson

By:

  
Secretary

Date:

Jan. 25, 2021

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

**RESOLUTION NO. 2021-7**

**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.) Investments shall be limited to investments authorized under N.J.S.A. 40A:5-15.1 et. seq. and N.J.A.C. 5:38-1.1, 5:38-1.2 and 5:38-1.3..

**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.

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE 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 authorized by resolution of the Executive Committee. 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.

**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.

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

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.

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, 2021 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.

**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 25, 2021.

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

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

CHAIRPERSON

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

SECRETARY

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

Jan. 25, 2021

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

**RESOLUTION NO. 2021-8**

**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 2021, that:

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

January 25, 2021

February 22, 2021

March 22, 2021

April 26, 2021

May 24, 2021

June 28, 2021

July 26, 2021

**No August Meeting**

September 27, 2021

October 25, 2021

November 22, 2021

December 20, 2021 (Third Monday)

January 24, 2022

as the dates of its Executive Claims Review and Executive Committee meetings except as noted above. The meeting of January 24, 2022, shall serve as the 2022 Reorganization Meeting. The Executive Claims Review meetings shall begin at 3:30 PM and the Executive Meetings shall begin at 5:00 PM. The meetings for the months of January, February, and March shall be held electronically using the Zoom platform. Specifically, the January, February, & March meetings can be accessed via telephone at 1 646 876 9923 and/or using the following Zoom links:

January 25, 2021 Meeting: <https://zoom.us/j/92899714549>

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

February 22, 2021 Meeting: <https://zoom.us/j/98146673285>

March 22, 2021 Meeting: <https://zoom.us/j/94524497980>

Unless otherwise modified by Resolution, the meetings of April 2021 through January 2022, shall begin at 5:00 PM and be held at the Gloucester County Library, 389 Wolfert Station Road, Mullica Hill, NJ. In addition, for the meetings of April 2021 through January 2022, 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.

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



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

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
- 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 25, 2021.

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

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

CHAIRPERSON

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

SECRETARY

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

Jan. 25, 2021

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

**RESOLUTION NO. 2021-9**

**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 25, 2021 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, 2021 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, 2021 or the next Reorganization Meeting of the Fund.
3. BNY Mellon, with offices located in New York, New York, and organized under the laws of the United States or of the State of New Jersey is hereby designated as a permissible depository of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund until December 31, 2021 or the next Reorganization Meeting of the Fund.
4. 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 Gloucester, Salem, Cumberland Counties 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 Gloucester, Salem, Cumberland Counties 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.

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

**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, 2021.

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

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

6. 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:

Alice Lihou, Executive Vice President, Qual-Lynx Associates  
(facsimile signature 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.
7. 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

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

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.

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.

Investments shall be limited to investments authorized under N.J.S.A. 40A:5-15.1 et. seq. and N.J.A.C. 5:38-1.1, 5:38-1.2 and 5:38-1.3.. All deposits and payments managed by the JIF shall be in conformance with the Fiscal Affairs Law, NJSA 40A:5-1 et. seq.

**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 25, 2021.

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

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

CHAIRPERSON

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

SECRETARY

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

Jan. 25, 2021

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

**RESOLUTION NO. 2021-10**

**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 25, 2021, that:

1. There is hereby established an interest rate to be charged on all delinquent assessments for the year 2021 of ten (10%) per cent per annum from the due date for any such assessments, except that no interest shall be charged after February 16, 2021 if payment is received by March 15, 2021. However, if payment is received after March 15, 2021, interest shall be charged retroactive to February 16, 2021.  
  
Further, no interest shall be charged on the second installment after August 16, 2021 if payment is received by September 15, 2021. However, if payment is received after September 15, 2021, interest shall be charged retroactive to August 16, 2021.
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 25, 2021.

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

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

CHAIRPERSON

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

SECRETARY

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

Jan. 25, 2021

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

**RESOLUTION NO. 2021-11**

**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 25, 2021, 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 25, 2021.

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

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

CHAIRPERSON

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

SECRETARY

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

Jan. 25, 2021

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

**RESOLUTION NO. 2021-12**

**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 25, 2021, 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, Hopewell, 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 25, 2021.

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

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

CHAIRPERSON

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

SECRETARY

DATE: Jan. 25, 2021

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

**RESOLUTION 2021 - 13**

**ESTABLISHING A FUND RECORDS PROGRAM**

**WHEREAS** the FUND must establish a formal record retention program for the 2021 fund year.

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

- I.** Karen Sweeney, **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 Sagemore 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 25, 2021

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

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

CHAIRPERSON

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

SECRETARY

DATE: Jan. 25, 2021



## RESOLUTION NO. 2021-14

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

#### ESTABLISHING THE 2021 PLAN OF RISK MANAGEMENT

**BE IT RESOLVED** by the Fund's governing body that the 2021 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).**
- **Excess Cyber**

- 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 – Per Person

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.**

- o 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, 2020) –**

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

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

The MEL retains and provides excess property coverage at limits of \$900,000 excess \$100,000 per occurrence (Property & Time Element combined) except for the following:

- o Flood for locations wholly or partially within 100-year flood zone
- o Boiler and Machinery
- o 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:

- o Policy limit - \$125 million per occurrence for all coverage despite number of locations involved in an occurrence state-wide.
- o Named Storm - \$125 million per occurrence (Property and Time Element combined - (120 Hours)
- o Earth Movement - \$100 million annual aggregate (168 hours)
- o Flood - \$100 million (annual aggregate) except;
- o Flood for locations wholly or partially within 100-year flood zone (SFHA) –
  - o \$52.5 million per location building & contents
  - o \$1 million all outdoor property
  - o \$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:
    - Extra Expense - \$10 million
    - Tenant Relocation - \$500,000
    - Leasehold Interest - \$15 million
    - Tenant Prohibited Access- \$500,000 Aggregate
    - Loss of Rents - \$15 million
    - Delay in Completion -60 days
    - Extended Period of Liability – 365 days
    - Wind Turbine - \$1 million
- Utilities Member Owned – Property Damage and Time Element Combined - \$125 million
  - Time Element Pass Through Utilities – \$10,000,000
  - Power Generation Utilities – **NOT COVERED**
- Valuable Paper and Records - \$10 million
- Accounts Receivable - \$10 million
- Increased Construction Cost - \$25 million
- Transit - \$1 million
- 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 - \$10 million
- Computer Systems Damage - \$1 million (Aggregate)
- 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
  - Outdoor Property - \$10 million (Named Peril Only)
- Watercraft - \$1 million (PD Only) - 32' or less – ACV if 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
- 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 – Excluded
- Off Premises Services Interruption - \$10 million
  - Excluding owned power generating utilities
- Protection & Preservation of Property- \$5 million aggregate (48 Hrs BI)
- Research & Development - \$10 million (12 months)
- Impounded Water - \$250,000 (30 days)

**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 (MEL/JIF Retention \$1,000,000 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
      - MEL provides difference between \$1,000,000 and the maximum available NFIP limit
    - 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 \$1,000,000 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.
- 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 \$1,000,000 for Property Damage and Time Element Combined per Location and maximum deductible of \$2,500,000 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.
- Qualifying Period
  - Off Premises Service Interruption: 24 Hours
  - Computer Systems Damage: 48 Hours
  - Tenants Prohibited Access: 48 Hours
  - New Construction and Additions: 15 Days
- 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).
- o \$5 million CSL and per member local unit annual aggregate excess of \$10 million (auto liability not aggregated).
- o \$10 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 and JIF annual aggregate excess of \$20 million.
- 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 AXA XL, 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 \$3,000,000 each third party claim / \$3,000,000 each first party claim / \$6,000,000 policy aggregate. The limits are JIF wide and shared amongst member local units of the JIF. There is a \$200,000 policy deductible. The MEL provides \$175,000 excess of \$25,000 member deductible. The MEL provides excess limits of \$6,000,000 Each Claim / \$9,000,000 Aggregate.
- 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 AXA XL and MEL
  - 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. 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.
- f.) As a result, when the Claims Administrator receives notification from an attorney who is representing a workers compensation claimant in a third party action against a potentially liable party for the claimant's injury, the Claims Administrator will immediately forward a copy of the claimant's file to the Fund Solicitor for his review and action.
- g.) In addition, when the Claims Administrator has identified potential subrogation in a workers compensation claim and provided the claimant with the "1 year" letter and receives no response from the claimant after 10 days, the Claims Administrator will immediately forward a copy of the claimant's file to the Fund Solicitor for his review and action.
- h.) In situations where it is determined that opportunities for subrogation originally identified by the Claims Administrator are unable to be pursued, the following guidelines will be followed to abandon subrogation attempts:
  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), Cowbell Cyber and Great American (Excess Cyber) and AXA XL (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 former 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 whether the statute of limitations as contained in P. L. 2019 C. 156 the "Thomas P. Canzanella Twenty First Century First Responders Protection Act" and/or the statute of limitations contained in P. L. 2019 C. 120 have been exhausted thereby eliminating 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.
    - 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.
    - 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 - \$10,000 of Authority
- Workers Compensation Claims - \$10,000 of Authority
- Liability Claims - \$10,000 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.

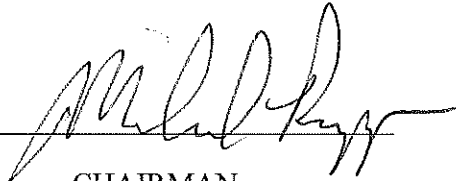
14.) **Committee Charters**

Appendix I of the Plan of Risk Management contains Committee Charters for the Coverage, Employment Practices & Technology Liability, 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 25, 2021

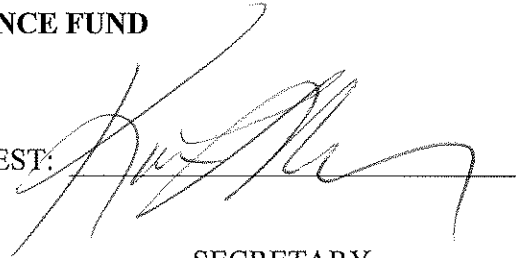
**GLOUCESTER, SALEM, CUMBERLAND COUNTIES  
MUNICIPAL JOINT INSURANCE FUND**

BY:



CHAIRMAN

ATTEST:



SECRETARY

DATE:

Jan. 25, 2021



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

**RESOLUTION 2021 - 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 2021 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 25, 2021

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

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

CHAIRPERSON

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

SECRETARY

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

Jan. 25, 2021

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

**RESOLUTION NO. 2021 - 16**

**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 eight (8) Fund Commissioners of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, hereinafter referred to as the TRICO JIF, may need to travel to or electronically participate in the PRIMA Conference or AGRIP Conferences during Fund Year 2021 for the purpose of attending or electronically participating in 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 2021 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 25, 2021

**GLOUCESTER, SALEM, CUMBERLAND COUNTIES**

**MUNICIPAL JOINT INSURANCE FUND**

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

CHAIRPERSON

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

SECRETARY

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

Jan. 25, 2021

# **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

\*\*\*\*\*

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.

## ***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.