

SUBURBAN ESSEX JOINT INSURANCE FUND
POLICIES & PROCEDURES MANUAL

Private

The information contained herein should not be disclosed to unauthorized personnel. It is meant solely for use by authorized Suburban Essex Joint Insurance Fund representatives.

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I. INTRODUCTION

In 1984 the legislature of the State of New Jersey enacted a revision to Title 40A permitting communities to form joint self-insurance funds. Title 40A was subsequently revised in 1990 to include any contracting unit as defined in Section 2 of P.L. 1971, C.198 (C.40A:11-12). The enactment of this legislation was extremely timely because in the mid 1980's public entities found themselves in the midst of a crisis of insurability wherein coverage was either not available in the commercial market place or was unavailable because the cost was prohibitive.

As of March 1, 2014, there are 19 local affiliated joint insurance funds that participate in the MEL, in the State of New Jersey, providing insurance coverage to 385 municipalities, 73 utility & sewer authorities, 1 county, 34 Fire & First Aid Districts, 2 Health Commissions and 91 housing authorities and 1 Authority.

AUTHORITY

A Fund finds its authority for existence in the following regulations:

- **N.J.S.A. 40A:10-36 et seq.**
- **N.J.A.C. 11:15-2**

In addition, a Fund comes under state regulatory divisions of:

- **Department of Banking & Insurance**
- **Department of Community Affairs**

Under Title 40A:10-36 Joint Insurance Funds are not insurance companies; instead they are construed to be public entities. Therefore, a Joint Insurance Fund shall be subject to and operate in compliance with the provisions of the:

- **Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq.)**
- **Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)**
- **Open Public Meetings Act (N.J.S.A. 10:4-6 et seq.)**
- **Various Statutes authorizing the investment of public funds, including but not limited to, N.J.S.A. 40a:10-10(b), 17:12(b)-241 and 17:9-4.1**
- **Affirmative Action Requirements**
- **Local Government Ethics Act**

The Fund has various sources of official communications; specifically:

- | | |
|----------------------------------|---|
| ■ Bylaws | ■ Meeting Minutes |
| ■ Plan of Risk Management | ■ Policies and Procedures Manual |
| ■ Coverage Documents | ■ and any combination thereof |

PURPOSE

While all lines of coverage provided by the Suburban Essex Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund (MEL) are specifically addressed in the coverage documents distributed to members, there remain certain criteria, procedures, and policies which fall to the discretion of the Fund itself.

The policies presented herein are of that nature. Therefore, this Policies & Procedures Manual covers a wide spectrum of topics and concerns and is designed to serve as a companion to all other Fund references since inception. While the Policies & Procedures Manual can be used independently, it is intended to be most effective when used in conjunction with the Fund Bylaws, Risk Management Plan, Safety Manual, Meeting Minutes, and Coverage Document(s).

The Policies and Procedures established by the Suburban Essex Fund and the MEL are expected to be adhered to by its member local units, appointed officials and the Fund Commissioners. The manual is also a "living" guideline, and, as such, is subject to additions or deletions as they become appropriate and approved by the Fund Commissioners. These changes will be issued as bulletins during the course of the year and should be filed in the Members' Manual.

II. INFORMATIONAL DIRECTORY

ORGANIZATION

The Suburban Essex Fund commenced operations on January 1, 1992 with three charter members. The following municipalities and school boards presently participate in the Fund:

	<u>Date Joined</u>
* Cedar Grove Township	1/01/92-1/01/98
* Nutley Township	1/01/92
* Verona Township	1/01/92-1/01/98
Secaucus Town	2/06/92
South Orange Village	7/10/92 – 1/01/16
Haledon Borough	6/01/95 Auto 7/01/95 All Other
Prospect Park Borough	6/12/95
Nutley Board of Education	7/01/99
City of Garfield	1/15/00
Bloomfield Township	12/31/02 P & C - 12/31/11 – 1/01/12 5/1/03 WC - 12/31/11 – 1/01/12
Haledon Board of Education	7/1/03 – 1/1/15
Manchester Regional High School	7/1/03
Fairfield Township	1/1/06
Belleville Township	1/1/06
Hudson Regional Health Commission	10/29/06
Essex Regional Health Commission	11/01/07
Little Falls Township	01/01/17

* Denotes Charter Member

FUND COMMISSIONERS

Each participating member appoints one commissioner to the Fund who shall be either a member of its governing body or one of its employees. In addition, each member may appoint one alternate to attend either regular or special meetings on behalf of the municipality in the absence of the Fund Commissioner who exercises the full power and authority of the Fund Commissioner in his/her absence.

The Fund Commissioners responsibilities include:

- **Authorized and empowered to operate the Fund in accordance with its Bylaws, State Laws and Regulations.**
- **Cast one vote**

MEETINGS

The Fund has an organizational meeting usually in January to elect two officers, Chairperson and Secretary and Executive Committee Members and Alternates.

The Officers and the Fund Commissioners conduct monthly meetings on the third Tuesday of each month at 9:30 a.m. at:

**Nutley Township Parks and Recreation Building
44 Park Avenue
Nutley, NJ 07110
Telephone (973) 284-4951**

OFFICIALS

The Fund also has the following four appointed officials:

- **Executive Director/Administrator**
- **Treasurer**
- **Auditor**
- **Attorney**

In addition, the Fund also contracts for the following services:

- **Safety Director**
- **Claims Servicing Company**
- **Underwriting Manager**
- **Actuary**
- **Internal Auditor**
- **Managed Care Provider**
- **Asset Manager**

All appointed officials and contractors are retained pursuant to the "Local Public Contracts Law."

The Suburban Essex Board of Fund Commissioners decided to award professional service agreements in accordance with a fair and open process. The Board of Fund Commissioners established criteria to evaluate qualification.

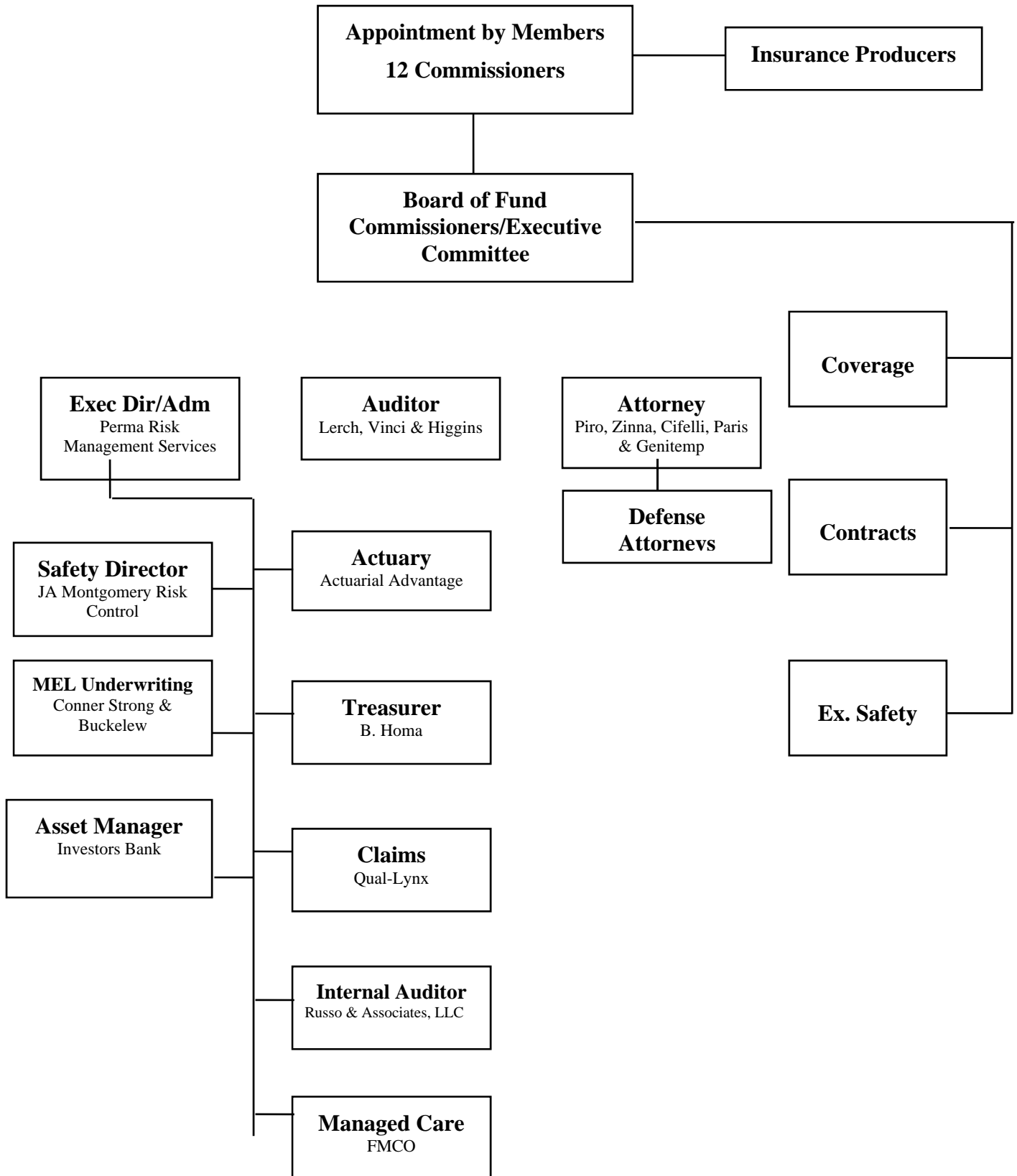
Additionally, as a condition of its membership, members shall appoint an insurance producer. The insurance producer advises its members on matters relating to the Fund's operation and coverages provided.

Please visit the Suburban Essex Joint Insurance Fund information on the JIF and MEL webpages: www.njmel.org and www.sejif.org for the following information:

- **List of names and addresses of various Fund professionals**
- **Listing of current members' appointed commissioners, addresses and phone numbers.**

Note: Please refer to Articles II and III in the Fund Bylaws for the duties and responsibilities of Chairperson, Secretary, Executive Committee and officials.

Suburban Essex Joint Insurance Fund 2017 Organizational Chart



III. COMMUNICATIONS POLICY

Each member will receive on a monthly basis copies of:

- **Upcoming monthly meeting agenda**
- **Minutes**
- **Executive Director's report**
- **Five Pro Forma reports**
- **Financial Fast Track**
- **Financial Fast Track**
 - **Loss Ratio Report**
 - **Accident Frequency Report**
 - **Investment Report**
 - **Claim Activity Report**

The pro forma reports provide members with a snapshot picture of the Fund's:

- **Financial position**
- **Accident severity by line of coverage and by participant (quarterly)**
- **Accident frequency by participant**

Also, on a quarterly basis the Fund participants receive claims register from the claims service company outlining individual losses by participant.

Members will be sent, by the Fund's Safety Director, copies of survey reports. These reports should be filed in the Members' Manual.

The Fund members receive coverage documents on an annual basis. The Executive Director/Administrator currently prepares the documents which are located in Section II of the Members' Manual.

On an "as needed" basis, Fund participants will be forwarded:

- **Coverage Bulletins**
- **Safety Bulletins**
- **Policies and Procedures Bulletins**

The Suburban Essex Fund Commissioners have directed that all mailings be sent to the attention of Fund Commissioners.

IV. COVERAGE

The Suburban Essex Fund and the Municipal Excess Liability Joint Insurance Fund offers the following lines of coverage to its members:

- **Workers' Compensation**
- **General Liability**
- **Auto Liability**
- **Property/Boiler & Machinery**
- **Auto Physical Damage**
- **Non-owned Aircraft Liability**
- **Public Official**
- **Employment Practices Liability Coverage**
- **Cyber Liability**
- **Environmental Impairment**

Auto Physical Damage Reimbursement for Emergency Service Volunteers (effective 1/19/00)

- The Suburban Essex Joint Insurance Fund provides for physical damage reimbursement coverage to emergency service volunteers, including police auxiliary, firefighters and members of the first aid or rescue squads, for collision and comprehensive damages to their personal automobile that result from a motor vehicle accident, which arises out of and in the course of the emergency service volunteer's duties on behalf of the member town, while responding to an emergency.
- This coverage begins when:
 - (1) the emergency service volunteer receives an emergency service call and continues on direct route to the scene of the emergency, however coverage will cease once the volunteer makes the first stop along the return route;
 - (2) the emergency service volunteer receives an emergency call and continues while on direct route to the fire house, ambulance corps building or police station, however, coverage will cease once the volunteer makes the first stop along the return route.
- This coverage will not exceed \$2,500 or the deductible on the volunteer's personal automobile policy, whichever is less;
- In order to be reimbursed, the volunteer must submit the following:
 1. Notice of claim form.
 2. Estimate of damages.
 3. Copy of the police report.
 4. Copy of the volunteer's automobile policy showing the volunteer's personal auto policy deductible.
 5. A copy of the claim settlement check from the volunteer's personal automobile insurer.
 6. Any additional information as may be required by the JIF claims administrator.
- By providing this coverage, the JIF is not assuming any liability on behalf of the emergency service volunteer's actions and/or inaction. The JIF is providing a physical damage reimbursement only and reserves the right to subrogate on the emergency service volunteer's behalf for any monies the JIF pays.
- The JIF also reserves the right not to provide reimbursement if it is determined that the accident is a result of the volunteer's recklessness or gross negligence.

If you have any questions, please call your Risk Management Consultant or the JIF Executive Director or the JIF Underwriting Manager.

V. UNDERWRITING/OPERATIONS

New Municipalities

Any municipality seeking membership into the Fund shall submit an application for membership along with the necessary resolution and copies of current policies, five year historical claim information, latest budget, latest auditor's report, and an application fee of \$1,000. Membership should meet the following criteria:

It is the policy of the FUND to absorb administrative and professional costs the first time a prospective member applies to the Fund, and it is the FUND's policy to charge a prospective member for the cost of subsequent applications, and where a prospective member is assessed application fees, such assessment shall be deducted from the member's first year's regular assessment if the applicant joins the FUND.

- (a) Be located in Essex, Passaic counties, or close proximity.
- (b) Be homogeneous in size and operation to existing members of the Fund.
- (c) Show a favorable loss history for at least five years.
- (d) Has shown a proven dedication to loss prevention/control.
- (e) Show a willingness to participate in Fund activities and development.
- (f) Agree to comply with the state regulations which govern the Fund, the Fund Bylaws, and the regulations promulgated by the Fund.
- (g) Not to exceed a population of 30,000.

The Executive Director/Administrator reviews applications for completeness, accuracy and compliance with established underwriting guidelines. The Executive Director/Administrator then forwards the necessary underwriting information to the Fund's actuary who will develop annualized loss projections by line of coverage based on the applicant's loss experience and exposures. In addition, the Executive Director/Administrator simultaneously requests the Fund's safety director to undertake a comprehensive physical inspection of the applicant's locations.

Once the process is completed, the Executive Director/Administrator presents the new applicants to the Fund Commissioners for approval consideration. The Commissioners will review such items as:

- **New member data summary**
- **Compatibility studies**
- **Loss information**
- **Safety Inspection Reports**
- **Proposed Annual Assessments**

The application requires a majority vote of the Fund Commissioners.

Fire Districts

Revisions made to N.J.S.A. 40A:10-36 now allow fire districts to join a Joint Insurance Fund. The Fund has adopted the following membership criteria for fire districts:

- (a) Sponsorship: Only fire districts sponsored by a member municipality will be considered.
- (b) Financial Responsibility: The sponsoring member municipality must accept all financial responsibility arising from participation of the fire district including assessments, supplemental contributions, additional assessments and return dividends.
- (c) Billing & Vouchering: The Executive Director/Administrator will bill each fire district separately from that of the member municipality.
- (d) Representation: The fire district will be represented solely by the Fund commissioner of the sponsoring member municipality.
- (e) Insurance Producer: The fire district will be served by the insurance producer of the sponsoring member municipality.
- (f) Underwriting Guidelines: Fire districts will be underwritten as if they were applying as a new member. This includes the payment of any established new member review fees. This process includes completion of a full application, actuarial review and safety inspection.
- (g) Acceptance of a Fire District: Fire districts may only be admitted by a majority vote of the Fund Commissioners following membership review. The criteria for admission will be the compatibility of the fire district to other fire service exposure currently insured by the Fund.

Termination of Coverage: A fire district may be terminated by the Fund Commissioners from coverage for failure to follow safety and loss control guidelines set forth by the safety director. Termination of a fire district will not affect membership of sponsoring member municipality. However, the fire district's membership will be concurrently terminated if the sponsoring member municipality terminates its membership for any reason.

Legal Requirement: As a condition to membership by the fire district, a resolution must be received from the sponsoring member municipality evidencing its agreement with the Suburban Essex Fund as respects its financial responsibility for the fire district. Likewise, a resolution by the fire district must be executed evidencing representation by the sponsoring member municipality and compliance to safety directives.

Renewal Process

N.J.A.C. 11:15-2:15(c) requires that the Fund certify each member's annual assessment no later than December 1 of the coming fiscal year. Therefore, the Fund begins its renewal process in June.

Schedule(s) of Value

(a) **Real and Personal Property**

All known locations must be declared in advance. A statement of values must be prepared at 100% of replacement value.

(b) **Other Equipment**

All known portable equipment must be scheduled in advance. This would include, but not be limited to, items such as mobile equipment, contractors equipment, communications equipment, data processing equipment, etc. Small items under \$5,000 may be grouped into single value amount.

(c) **Special Items**

All known fine arts such as antiques and collectibles must be scheduled in advance. Any individual displayed art work, antique and collectible valued in excess of \$5,000 requires an independent professional appraisal to be filed with the municipal clerk or some other authorized responsible party. Individual items over \$7,500 require an independent professional appraisal and approval by the Executive Committee. An independent professional appraisal cannot come from the owner of the item and must be from a company or individual with expertise in this area. Coverage is subject to a \$1,000 deductible per occurrence and \$100,000 limit per occurrence on all items on display. Additional requirements for non-owned art work are as follows:

- The owner or party displaying the item should be encouraged to carry insurance on their items.
- The owner or party displaying the item should be made aware of terms and conditions of the member town's coverage.
- The independent professional appraisal requirement for items valued in excess of \$5,000 will be waived in lieu of evidence of insurance from the owner or party displaying that particular item.
- Items valued at \$5,000 or less will be covered up to the agreed upon value between the member town and the owner of or party displaying the item(s). This value must be shown on the schedule submitted to the Joint Insurance Fund.

(d) **Automobiles**

All owned and leased vehicles must be scheduled. Vehicles are grouped into three classifications based on value "new".

- **Under \$50,000**
- **\$50,000 - \$100,000 plus all emergency vehicles**

- **Fire Trucks over 15 years old or vehicles exceeding \$100,000 in value**
- **Fire Trucks 15 years old or less**
- **Buses**

"Fire Truck" Definition - Coverage:

Any Fire Truck 15 years of age and under is covered on a Replacement Value basis. If truck is beyond 15-year period, substantially refurbished/restored the municipality can with satisfactory proof of such refurbishment/restoration apply to the Fund Commissioners for Replacement Coverage. In such case, the Fund Commissioners may establish a maximum value that would apply to that apparatus.

Refurbishment/Restoration is defined as a “significant investment in the emergency vehicle with the intent of maintaining the vehicle in service for an additional 10 years”. The approval to grant is subject to receipt of the governing body’s resolution testifying to its intent.

(e) **Employee Payroll/by Department**

The actual annual payroll reported should be the most current years certified payroll based on the following classifications:

<u>Code</u>	<u>Classification</u>
5509	Street Maintenance
7520	Water Department
7539	Electric Department
7580	Sewer
7720	Police
7711	Paid Fire
7715	Paid First Aid
8810	Clerical
8838	Library
9015	Building, NOC
9102	Parks
9402	Street Cleaning
9403	Garbage Removal
9410	Municipal Employees NOC

Firemen and First Aid Volunteer payrolls derived by taking the number of volunteers x \$1,300 subject to a maximum based on pieces of apparatus. In addition, each member is required to calculate the number of full time and part time employees based on these classifications.

(f) **Appropriations**

The total general appropriations (both in and out of the "CAP") must be declared for the subsequent reporting period. The appropriations should be adjusted net of the following deductions:

- **Debt service**
- **Capital improvement**
- **Judgments**
- **Contracted services such as repair/new construction, or treatment/removal.**

(g) **Seasonal Exposure**

Those municipalities which experience increased population during certain seasons must report its total payroll by month for the entire year.

(h) **Watercraft**

All owned watercraft must be declared in advance. Liability coverage is limited to 50' length overall, except for watercraft commandeered by a member town for emergency purposes. Each member should provide a schedule that includes:

- **Year, make, model**
- **Serial Number**

(i) **Police Officers**

The Fund requires the following information which should be declared in advance:

- **Number of officers who are armed and have arrest powers.**
- **Number of officers without arrest powers, school crossing guards, meter maids, etc.**
- **Number of personnel who are not officers; clerical.**
- **Number of auxiliary police or reserve.**
- **Number of police dogs or horses.**

Questionnaires

A separate questionnaire is required for the following exposures:

- **Water, Sewer, Electric Utility**
- **Day Care Centers**
- **Waterfront Exposures**
- **Dams, levees or dikes**
- **Landfill, dump, refuse site**
- **Fire Districts**
- **Parking Authority**
- **Waterfront Exposures**
- **Garagekeepers Liability Exposure**

Reporting Exposures

All known exposures must be declared prior to the beginning of the Fund year. Unless otherwise indicated properties not included on the Statement of Values will not be included for coverage. The Fund's Executive Director/Administrator may increase the values shown on the Statement of Values for premium computation purposes after notification. This does not alleviate the responsibility of the authority or the Insurance Producer to report proper values.

Exposure/Change Instruction

Any changes in exposures should be reported in advance to the Fund office. To assist its members in reporting changes, an addition/deletion exposure form has been designed and can be found in the MEL webpage – www.njmel.org.

Additional Assessments for New Exposures

A joint insurance fund's costs are the sum of claims, professional expenses and reinsurance/excess premiums. Each member pays its pro-rata share of this cost based on its exposure and historical claims experience. Therefore, if a member adds an exposure, the only impact to the Fund during that year is the increased claims expectancy. A participating member will ultimately pay for this increase claim expectancy through increased assessments in future years through the experience modification system. Therefore it is not necessary to charge a participant for an additional assessment unless one of the following criteria are met:

- (a.) Additional assessments should not be charged for vehicles valued less than \$25,000 unless the vehicles enter the fleet as a part of the acquisition of a new operation.

- (b.) Additional assessments for all other vehicles should be charged if the additional assessment is at least \$2,500 and the new vehicle(s) represent a material expansion of operations.
- (c.) Additional assessments for all other exposures should be charged if the new exposure generates an additional general liability and/or workers' compensation assessment of \$2,500 or greater.

Note: Builders Risk will always generate an additional assessment.

Excluded Exposures

The Fund excludes the following exposures from its program:

- **Airports**
- **Amusement Parks**
- **Blasting operations**
- **Gas Utilities**
- **Housing Authorities**
- **Hospitals & Clinics***
- **Marina Operator's Legal Liability**
- **Mechanical Amusements Devices/Carnivals***
- **Nursing Homes & Aids Treatment Centers**
- **Penal Institutions/Jails***
- **Racetracks**
- **Schools and Colleges**
- **Skateboard Facilities (by endorsement only)**
- **Ski Facilities**
- **Zoos**

*Note: Normal Board of Health operations including incidental malpractice are covered by the Fund. Coverage for holding cells is provided.

The Fund's liability coverage includes the sponsorship of street fairs, fair days, Founders Day, and other similar activities. However, the Fund does not extend coverage to participants, vendors, contractors, etc.

Fire Works Displays

The Suburban Essex Fund follows the same procedures for fireworks displays as the MEL. Please refer to MEL webpage www.njmel.org.

Coverage Inquiries

Participants should submit all coverage inquiries to its insurance producer for response. If the producer is unable to answer, he/she will forward inquiry in writing to Executive Director/Administrator for review and response by Underwriting Manager if deemed appropriate by the Executive Director/Administrator. Written replies go directly to member with copy to insurance producers.

Binding Authority

Executive Director/Administrator authorized to bind if:

- **Request for coverage is in writing.**
- **If, in his judgment, the request is within the policies and/or guidelines.**
- **Receipt of same is acknowledged and a written binder issued.**

Additional assessment is subject to certification by the Fund's Executive Committee.

Quasi-Municipal and Athletic Groups

The Fund's participant's insurance program includes all of the member's entities which are under the member's control (either directly or indirectly through the appointment of the board members) and are a part of the member's budget.

For the Fund to consider extending coverage to athletic and quasi-municipal groups, it must comply with **one** of the following conditions:

- (a.) The organization is a sub-agency of the municipality subject to the provisions of the Local Public Contracts Law; or
- (b.) The agency was created by an act of the governing body of the member municipality; or
- (c.) The organization is subject to the provisions of the Local Budget Law, Local Fiscal Affairs Law and any full time paid employees of the agency are eligible for membership in the Public Employees Retirement system.

If the group does not meet one of the above criteria, the municipality must prove that the particular function or organization was historically covered immediately preceding the municipality's Fund membership. The municipality must also pass a resolution designating the group as one it wishes covered as an additional insured. Any request to add an athletic or quasi municipal group requires approval by the Fund Commissioners.

For those JIFs which insure quasi entities via their member towns, please be advised that coverage for Class III (All Other Non-Athletic Organizations) and Class IV (Athletic Organizations) quasi entities was amended effective 1/1/94. These entities will be subject to an extensive underwriting process to determine if coverage can continue for the respective entities. The purpose of this review process is to afford coverage only to those quasi entities that provide a municipal service in lieu of the municipality. The coverage limitation effective 1/1/94 will be as follows:

- 1) The limit of liability is \$5 million.
- 2) The coverage for these entities is restricted to general liability and auto non-ownership. The local JIF and MEL will be excess on auto non-ownership over the vehicle owner's insurance.

In order for coverage to be considered, these entities must provide the following information:

- 1) A completed Joint Insurance Fund Quasi Entity General Application, including necessary attachments (Class III and IV).
- 2) A completed Joint Insurance Fund Quasi Application including necessary attachments (Class IV only).
- 3) A resolution from the governing body of the applicable member town adding the entity as an "additional named insured" to its coverage document (Class III and Class IV). Please note that this does not constitute acceptance of coverage for that entity.
- 4) Proof that an accidental medical insurance program is in place for sport participants (Class IV only).

The local JIF will review each application against standards for admission applicable to the insured activity. The local JIF's Executive Board will be the sole decision maker on admission or rejection. If admitted for coverage, there will be an additional minimum assessment of \$500 for Class III and Class IV. The JIF's loss control program will also extend to the quasis on an as needed basis. For example, any large festival affairs of a bicentennial committee would be reviewed by the JIF's Safety Consultant prior to the event.

If rejected, the entity must purchase coverage elsewhere.

The original completed applications, resolution and statement on accidental medical insurance, if applicable, should be mailed to the MEL's Executive Director.

A copy of this information should also be mailed to the MEL's Underwriting Manager.

Please note that Class I (Public Safety Associations & Auxiliaries) and Class II (Volunteer Ambulance Corps and Fire Districts) quasi entities are not subject to the coverage

restrictions or the underwriting review process. Class I and II quasis will continue for coverage up to the limits purchased by the respective member town.

Annual Audit Certification

The Division of Local Government Services has indicated that Joint Insurance Funds must adhere to the requirements of N.J.A.C. 5:30-6.5. This regulation requires that the Executive Committee pass a resolution certifying to the State of New Jersey Local Finance Board that all members of the Executive Committee have reviewed, at a minimum, the sections of the annual audit entitled "General Comments and Recommendations". In addition, the Executive Committee must also execute a group affidavit indicating that they have done so.

Deductible/Self Insurance Plan

The Fund has established the following optional per occurrence deductible plans.

Option	Property including phy. damage	General Liability	Auto Liability	Workers' Comp
A.	\$ 1,000	No deductible	No deductible	No deductible
B.	\$25,000	\$ 25,000	\$ 25,000	\$ 25,000
A.	\$25,000	\$ 50,000	\$ 50,000	\$ 50,000
B.	\$25,000	\$100,000	\$100,000	\$100,000

The deductible and self-insured retention shall include costs for prejudgment and postjudgment interest, investigation, adjustment and legal expense including taxed court costs and premium on claims. Costs do not include expenses for claims servicing organizations, salaried employees or counsel on general retainer.

Municipal Employees - Punitive Damages.

The Fund does not provide coverage or defend municipal employees on punitive damages counts. Decisions in this area are left up to the discretion of the municipality.

Boiler & Machinery Inspection Certificates

Zurich Services Corporation, the Fund’s excess property/boiler & machinery coverage, is responsible for object inspections and certificate issuance. Zurich has licensed inspectors to

perform state inspections for jurisdictional objects. A Zurich inspector will arrange for a convenient time to perform these inspections. Zurich will ask that a designated person of the member entity accompany them during these inspections, if possible, to make the visit as efficient as possible. Zurich will front the cost of the certificates it must purchase from the State of New Jersey. Please note that the MEL has paid with their renewal insurance premium the cost of these certificates. Therefore, member entity should **not** pay any fee invoices received from Zurich. As in the past, any invoices received from the insurance company should be sent to the attention of the MEL Underwriting Manager at Conner Strong & Buckelew

Please see the MEL Bulletin 16-11 for more detail by visiting the MEL's webpage – www.njmel.org.

Off Site Storage

Since mid-1992, the property and casualty Funds have had an established off-site storage program. By way of background, although the Funds operate as public entities, many of the files maintained at the Fund office differ considerably than those maintained by municipalities. Therefore, with the assistance of Joseph L. Falca, Records Analyst with the Division of Archives and Records Management with the State of New Jersey, PERMA developed a Records Retention and Disposition Schedule. Using this schedule, all Fund files are reviewed, inactive files identified and inventories entered into the computed by Fund, box number and destruction date.

Climate control, as well as protection from theft, fire, accidental loss and weather damage are crucial in records retention program. After contacting various storage vendors, Allstate Archives in Paterson, New Jersey was selected as a facility which would provide superior protection for the Funds' records. All records are maintained in a climate-controlled environment with a state of the art burglary system and limited security access. The Funds have been storing files at Allstate Archives for several years now, and have had no problems with file retrieval or experienced any breeches in security.

VI. INSURANCE REQUIREMENT

Use of Members Facilities by Outside Organizations

Outside Organizations

Outside organizations, which include those groups, committees, associations, clubs, individuals or organizations whose functions or activities are NOT sponsored, controlled or regulated by the member are NOT covered by the Fund's insurance and each member should undertake the following procedures when an outside organization requests use of the facilities:

- (a) Require a Certificate of Insurance showing minimum limits of \$500,000 per loss for general liability. This certificate should name the authority as an additional insured and must be received prior to granting use of the facilities.
- (b) The outside organization should be required to sign a "Hold Harmless" Agreement which protects the municipality from any liability which may occur during the time the facilities are being used. See form section of Members' Manual.

Contractors

The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The Contractor shall provide a certified copy of the policies and/or certificates of insurance prior to commencement of work.

A) Policy and Limit Guidelines as follows:

- 1) **Workers Compensation** insurance in accordance with laws of the State of New Jersey and other states where work is being performed. The Contractor shall also have and maintain **Employers Liability** Insurance as well as USL&H and Jones Act coverage where applicable.
- 2) **Commercial General Liability** insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability **shall not be less than** the following:

\$2,000,000	General Aggregate per location/per job
\$2,000,000	Products/Completed Operations
\$1,000,000	Personal Injury and Advertising Injury Limit

\$1,000,000 Each Occurrence Combined Single Limit for Bodily Injury and Property Damage

The coverage shall include:

- a) Premises/Operations
 - b) Elevators
 - c) Independent Contractors
 - d) Contractual liability covering liability assumed under the indemnification provision contained in this Agreement.
 - e) Broad form property damage liability including completed operations.
 - f) Coverage for liability arising from explosion, collapse and underground damage, if blasting or excavation is to be done.
 - g) Personal injury coverage, including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.
 - h) Products and completed operations for a period of two (2) years from substantial completion.
 - i) **Limited Pollution Cleanup** at a limit of **\$100,000** for construction projects over \$500,000.
- 3) **Comprehensive Automobile Liability** insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than **\$1,000,000** combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.
 - 4) **Owners & Contractors Protective Liability** policy (OCP) with minimum limits of **\$1,000,000**. The policy "Named Insured" would be the Borough/Township of _____ as owner. The policy would also show the Contractor as "Designated Contractor". This policy will protect the Named Insured (the municipality) for the negligent acts of the Designated Contractor (Contractor).
 - 5) **Umbrella Liability** insurance policy written on an occurrence basis with a minimum combined single limit of "see below" as "Follow Form" excess of the Contractor's Employer's Liability, Commercial General Liability and Comprehensive Automobile

Liability insurance policies required herein. Coverage to include on site limited pollution. The OCP policy is required in Item #4 should be an underlying policy.

<u>Project Cost</u>	<u>Umbrella Limit</u>
\$50,000 and Below	\$1,000,000
Over \$50,00 to \$500,000	\$3,000,000
Over \$500,000 to \$1,000,000	\$5,000,000
Over \$1,000,000	\$10,000,000

B. Additional Requirements as follows:

1. Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Borough/Township of _____ shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change, cancellation or non-renewal unless 30 days prior written notice via certified mail/return receipt shall have been given to the Borough/Township of _____ by the Contractor's Insurer. These must be received 30 days prior to commencement of work.
2. The Contractor agrees that it will defend, indemnify and save harmless the Borough/Township of _____, its officers, agents and employees from and all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.
3. All insurance purchased and maintained by the Contractor shall designate the Borough/Township of _____, their officers, officials, agents, employees, consultants as additional insureds.
4. Except as modified by the Borough/Township of _____ in writing, the insurance requirements herein shall also apply to Subcontractors and to the Sub-Subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work on the project.
5. The Borough/Township of _____ shall maintain Property insurance upon the entire work at the site. The insurance shall insure against the perils as provided by the Suburban Essex JIF and its excess insurer.
6. The Borough/Township of _____ and Contractor waive all rights against (1) each other and the Subcontractors, Sub-Subcontractors agents and employees each of the other, and (2) the architect and separate Contractors, if any, and their

- Subcontractors, Sub-Subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to Paragraph 5 or any other property insurance applicable to the work except such rights as they may have to the proceeds of such insurance held by the Borough/Township of _____. The Borough/Township of _____ or the Contractor, as appropriate, shall require the architect, separate Contractors, Subcontractors, and Sub-Subcontractors by appropriate agreements, written where legally required for validity, similar waivers, each in favor of all parties enumerated in the Subparagraph 6.
7. All insurance coverage evidenced by the Contractor in accordance with this contract shall be from A.M. Best's rated A or better Insurance Company licensed to do business in the State of New Jersey.
 8. All proof of insurance submitted to the municipality shall clearly set forth all exclusions and deductible clauses. The Borough/Township of _____ will allow certain deductible clauses which are not considered excessive, overly broad, or harmful to the interest of The Borough/Township of _____. Standard exclusions will be allowed provided they are not inconsistent with the requirements of this subsection allowance of any additional exclusions. This will be at the discretion of the Borough/Township of _____. Regardless of the allowance of exclusions or deductions by The Borough/Township of _____, the Contractor shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks he assumes under this contract and as imposed by law.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of this contract to maintain insurance, said certificates are acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the Borough/Township of _____ is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew its insurance policy, or the policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this subsection, the Borough/Township of _____ may refuse to make payment of any further moneys due under this contract or refuse to make payment of moneys due or coming due under other contracts between the Contractor's insurance for the periods and amounts referred to above. Alternately, the Borough/Township of _____ may default the Contractor and direct the surety to complete the project. During any period when the required insurance is not in effect, the Borough/Township of _____ may suspend performance of the contract. If the contract is so suspended, additional compensation or extension of contract time is not due on account thereof.

NOTE: THESE RECOMMENDATIONS OF THE SUBURBAN ESSEX JIF EXECUTIVE COMMITTEE SHOULD BE USED AS GUIDELINES. EACH PROJECT SHOULD BE REVIEWED BY THE MUNICIPAL ATTORNEY AND RISK MANAGEMENT CONSULTANT TO DETERMINE IF LIMITS AND COVERAGES ARE SUFFICIENT IN CONSIDERATION OF THE ACTUAL EXPOSURE.

Garbage Contractor

The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The Contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work.

A) Policy and Limit Guidelines as follows:

- 1) **Workers Compensation** insurance in accordance with laws of the State of New Jersey and other states where work is being performed. The Contractor shall also have and maintain **Employers Liability** Insurance as well as USL&H and Jones Act coverage where applicable.
- 2) **Commercial General Liability** insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability **shall not be less than** the following:

\$2,000,000 General Aggregate per location/per job
\$2,000,000 Products/Completed Operations
\$1,000,000 Personal Injury and Advertising Injury Limit
\$1,000,000 Each Occurrence Combined Single Limit for
Bodily Injury and Property Damage

The coverage shall include:

- a) Premises/Operations
- b) Independent Contractors
- c) Contractual liability covering liability assumed under the indemnification provision contained in this Agreement.
- d) Broad form property damage liability including completed operations.
- e) Personal injury coverage, including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.

- f) Products and completed operations.
 - i) **Limited Pollution Cleanup** at a limit of **\$100,000**.
- 3) **Comprehensive Automobile Liability** insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than **\$1,000,000** combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.
 - 4) **Umbrella Liability** insurance policy written on an occurrence basis with a minimum combined single limit of **“\$5,000,000”** as “Follow Form” excess of the Contractor’s Employer’s Liability, Commercial General Liability and Comprehensive Automobile Liability insurance policies required herein. Coverage to include on site limited pollution.

B. Additional Requirements as follows:

- 1) Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Borough/Township of _____ shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change, cancellation or non-renewal unless 30 days prior written notice via certified mail/return receipt shall have been given to the Borough/Township of _____ by the Contractor’s Insurer. These must be received 30 days prior to commencement of work.
- 2) The Contractor agrees that it will defend, indemnify and save harmless the Borough/Township of _____, its officers, agents and employees from and all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.
- 3) All insurance purchased and maintained by the Contractor shall designate the Borough/Township of _____, their officers, officials, agents, employees, and consultants as additional insureds.
- 4) Except as modified by the Borough/Township of _____ in writing, the insurance requirements herein shall also apply to Subcontractors and to the Sub-Subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work.
- 5) All insurance coverage evidenced by the Contractor in accordance with this contract shall be from A.M. Best’s rated A or better Insurance Company licensed to do business in the State of New Jersey.

- 6) All proof of insurance submitted to the municipality shall clearly set forth all exclusions and deductible clauses. The Borough/Township of _____ will allow certain deductible clauses which are not considered excessive, overly broad, or harmful to the interest of The Borough/Township of _____. Standard exclusions will be allowed of any additional exclusions. This will be at the discretion of the Borough/Township of _____. Regardless of the allowance of exclusions or deductions by The Borough/Township of _____, the Contractor shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks he assumes under this contract and as imposed by law.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of this contract to maintain insurance, said certificates are acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the Borough/Township of _____ is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew its insurance policy, or the policy is canceled, terminated or modified so that the insurance does not meet the requirements of this subsection, the Borough/Township of _____ may refuse to make payment of any further moneys due under this contract or refuse to make payment of moneys due or coming due under other contracts between the Contractor's insurance for the periods and amounts referred to above. Alternately, the Borough/Township of _____ may default the Contractor and direct the surety to complete the project. During any period when the required insurance is not in effect, the Borough/Township of _____ may suspend performance of the contract. If the contract is so suspended, additional compensation or extension of contract time is not due on account thereof.

NOTE: THESE RECOMMENDATIONS OF THE SUBURBAN ESSEX JIF EXECUTIVE COMMITTEE SHOULD BE USED AS GUIDELINES. EACH PROJECT SHOULD BE REVIEWED BY THE MUNICIPAL ATTORNEY AND RISK MANAGEMENT CONSULTANT TO DETERMINE IF LIMITS AND COVERAGES ARE SUFFICIENT IN CONSIDERATION OF THE ACTUAL EXPOSURE.

Towing Contractors

The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The Contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work.

Indemnity

The applicant will defend, indemnify and hold harmless the municipality from any and all claims for personal injury or property damage against the municipality arising out of the operation of any towing services or repair services under this agreement. The applicant will further defend the municipality, at applicant's expense, in connection with any claim, demand, suit or action brought against the municipality arising out of the awarding or operation of any towing, garage or repair services under this agreement.

Insurance

a. Garage Liability Insurance

Limit of liability shall not be less than **\$500,000** combined single limit (bodily injury and property damage) per occurrence including premises operations and products/completed operations.

b. Automobile Liability Insurance

Limit of liability shall not be less than **\$500,000** combined single limit (bodily injury and property damage) per occurrence.

c. Garagekeepers Legal Liability Insurance

Physical damage insurance policies shall be specifically endorsed to provide "direct primary" insurance, where applicable, for vehicles in tow, possession of, or storage on property owned or controlled by the contractor. Limit of said coverage shall be not less than **\$100,000**.

d. Excess Umbrella Insurance

Limit of liability shall be not less than **\$1,000,000** providing protection in excess of the \$500,000 garage and auto liability coverage. Note: this requirement may be waived if the limits of liability in sections A and B above are not less than \$1,500,000 combined single limit.

e. On all liability policies, the municipality shall be added as an additional insured, and insurance certificates shall indicate such coverage as primary coverage notwithstanding any insurance carried by the municipality.

f. Workers Compensation Insurance

Statutory coverage, including employers liability coverage with a limit of at least **\$500,000/ \$500,000/\$500,000**.

- g. The contractor shall indemnify the municipality and the public against any loss due to injuries, accidents or damages of any character whatsoever where any such damage is the result of act or omission of the contractor, his agents or employees in or due to the execution of the work called for under the contract.
- h. Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Borough/Township of _____ shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change, cancellation or non-renewal unless 30 days prior written notice via certified mail/return receipt shall have been given to the Borough/Township of _____ by the Contractor's Insurer. These must be received 30 days prior to commencement of work.
- i. The providing of any insurance required herein does not relieve the contractor of any of the responsibilities or obligations assumed by the contractor for which the contractor may be liable by law or otherwise.
- j. If any policies contain deductibles or co-payments, it shall be the responsibility of the contractor to pay such sums at the same time a claim is settled by the contractor's insurance company.
- k. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall cause an immediate termination thereof.
- l. All policies shall be written in either a company licensed to do business in the State of New Jersey or a New Jersey eligible Surplus Lines Company, with a minimum Best rating of A. They shall be written on an ISO (Insurance Service Office) form or better.

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Each member town should use the guidelines outlined below when an outside organization requests the use of the member's facilities. (Outside organizations include those groups, committees, associations, clubs, individuals or organizations whose functions or activities are **NOT** sponsored, controlled or regulated by the Borough/Town and are **NOT** covered by the member town's insurance).

Governmental Units Which Are A Part Of The Member Town

Definition: Entities subject to the Public Contracts Law, which are under the member town's control.

Requirements: None. These entities are a part of the member town's insurance program.

Governmental Units Which Are Affiliated With The Member Town But Are Autonomous.

Definition: Entities subject to the Public Contracts Law, but are independent of the member town's control (for example, an independent authority or a "fire district").

Requirements: The member town may apply to the Joint Insurance Fund to include these entities into the member town's insurance program. Otherwise, these entities are treated as unaffiliated non-profit organizations for purposes of indemnification and insurance requirements. (*Outlined Below*)

Governmental Units Which Are Not Affiliated With The Member Town.

Definition: Entities subject to the Public Contracts Law, but are not affiliated with the member town (for example, another municipality or the county).

Requirements: These entities are treated as unaffiliated, non-profit organizations provided, however, that a member town shall not require another member town to provide an insurance certificate.

Non-Profit Entities (Quasi Municipal)

Definition: Entities that are not subject to the Public Contracts Law, but perform functions which otherwise could be performed by the member town.

Requirements: In order to be included in the member town's insurance program, the member town must adopt a resolution requesting coverage from the Joint Insurance Fund, which will be considered by the Joint Insurance Fund's Executive Committee in accordance with the JIF's quasi municipal policy. Otherwise, these organizations will be treated as unaffiliated, non-profit entities for purposes of indemnification and insurance requirements. (*Outlined Below*)

Non-Profit Entities (Unaffiliated)

Definition: Entities which (a) are not subject to the Public Contracts Law **and** (b) have not been included in the member town's insurance program pursuant to the quasi municipal procedure policy.

Requirements: **\$500,000** limits of liability for general liability coverage, and full indemnification and hold harmless.

Non-Profit Entities (Unaffiliated Individuals)

Definitions: An individual who is holding a function at a municipal or quasi-municipal facility and such function is not sponsored for the benefit of an organization including governmental units, non-profit entities or for profit entities.

Requirements: **\$300,000** limit of liability for general liability coverage, and full indemnification and hold harmless. (This can be obtained through the individual's homeowners insurance.)

Non-Profit Entities Exceptions

The governing body of a member town may exempt a non-profit organization from these requirements or may reduce the requirements upon a finding that the exposure of the non-profit organization is small enough that it would not normally carry insurance, provided, however, that the governing body may not grant such exceptions if:

- 1. The non-profit organization is charging a fee to perform a service that is regularly supplied by For-Profit organizations. For example, a day care center must have insurance and cannot be granted an exception.**
2. The non-profit organization is conducting a regular ongoing sports program. For example, a little league program could not be granted an exception.
3. The non-profit organization is charging a fee for a function that includes alcohol. For example, a dinner where alcohol is being served cannot be granted an exception.

For Profit

Definition: Any organization other than a governmental entity or a non-profit as defined above.

Requirements: _____ **\$1,000,000** limit of liability for general liability coverage, and full indemnification and hold harmless.

Coverage and Indemnification/Hold Harmless Requirements

A **Certificate of Insurance** must show minimum limits of “*see above*” per occurrence for general liability. This certificate should name the *member town* as an additional insured *along with the enclosed hold harmless* must be received prior to granting use of the facilities. Please note, any event where liquor will be served, the *member town* should obtain a hold harmless agreement and a certificate of insurance also naming the *member town* as an additional insured with minimum limits of **\$1,000,000** from an insurance company rated no lower than A.M. Best Rated “A” from the entity *using the premises*. In addition, at the very least, local citizen community groups such as garden clubs, etc., *which have no insurance*, must provide the *member town* with a Hold Harmless Agreement.

A “**Hold Harmless**” Agreement must be signed which protects the *member town* from any liability which may occur during the time the facilities are being used. *The Joint Insurance Fund* approved hold harmless agreement is enclosed. Also, *the Joint Insurance Fund* encourages that this agreement be memorialized by resolution at the *member town* council meeting.

Groups to whom the *member town* grants formal approval under a **special events permit** are required to sign a Hold Harmless Agreement, holding harmless the *member town* from any and all liability which may occur during the time they are using the facility. In addition, they are required to provide a minimum of **\$1,000,000** per occurrence liability insurance, naming the *member town* as additional insured. *The Joint Insurance Fund* may require coverage limits excess of the minimum amount shown above if, in its judgment, the special event warrants higher coverage. For events which present a special exposure (fireworks display, carnivals, amusement rides, concerts, etc.), the *member town* should require \$1,000,000 in general liability coverage naming the *member town* as additional insured, as well as the Hold Harmless Agreement in favor of the *member town*. ***Please note that the member town must comply with the MELJIF Fireworks/Amusement Rides Requirements where they are the sponsor.***

Companies, individuals, or organizations who lease or otherwise use a fire house facility for social use must complete a hold harmless agreement indemnifying the *member town* and submit proof of insurance in an amount equal to a minimum of **\$1,000,000** if alcoholic beverages are served with a company rated no less than A.M. Best Rated “A” from the entity *using the premises*. ***It should be noted that the member town has no coverage from the JIF where they are giving, selling or serving any alcoholic beverages to the general public in connection with catering operations for a profit.***

NOTE:

THESE RECOMMENDATIONS OF THE SUBURBAN ESSEX JIF EXECUTIVE COMMITTEE SHOULD BE USED AS GUIDELINES. EACH "USE OF FACILITIES" SHOULD BE REVIEWED BY THE MUNICIPAL ATTORNEY AND RISK MANAGEMENT CONSULTANT TO DETERMINE IF LIMITS AND COVERAGES ARE SUFFICIENT IN CONSIDERATION OF THE ACTUAL EXPOSURE. EXAMPLES OF UNUSUAL EXPOSURES WHICH REQUIRE REVIEW BY YOUR RISK MANAGEMENT CONSULTANT OR ATTORNEY INCLUDE HELICOPTER LANDINGS, TETHER RIDES, LIQUOR EVENTS, FAIRS, CARNIVALS, PISTOL RANGES, ETC.

HOLD HARMLESS AGREEMENT
(to be signed by organizations using municipal facilities)

BETWEEN THE MUNICIPALITY OF

AND

Name of Organization using the Facility

Address of the Organization (Not Post Office Box)

Telephone Number of the Organization

Type of Organization (Individual, Partnership, Non-Profit Corporation, Corporation, Public Entity)

In consideration of the use of _____, on the following dates: _____ for the purpose of _____, the undersigned agrees to indemnify and hold the Municipality of _____ and its officers, agents and employees harmless from any and all liability, claims, costs and attorney's fees arising out of the use of the property referred to above.

I understand that this Hold Harmless Agreement also requires that the municipality of _____ is indemnified from any losses or damages resulting from the acts or omissions from any guest, participant, visitor or other person attending the event herein referred to. Unless waived in writing by municipality of the _____ I agree to furnish a Certificate of Insurance specifically naming the municipality of _____ as additional insured providing general liability coverage including, bodily injury and property damage with minimum limits of liability not less than \$_____. In order to induce the municipality of _____ to accept this

Hold Harmless Agreement, the following information concerning the intended use of the premises is furnished:

- a. Alcoholic Beverages (will) or (will not) be served.
- b. Total number of person anticipated is _____.
- c. Live entertainment (will) or (will not) be provided.
- d. Other _____.

This Agreement shall remain in full force and effect for any continued, additional or postponed date for the event indicated.

The municipality reserves the right to cancel or interrupt the event if the representations set forth therein are not adhered too or if the municipality determines that a situation that might lead to personal injury, property damage or violation of law exists.

Signed this _____ day of _____ 19____ as

the binding act in deed of _____
Name of Organization

Authorized Signature

WITNESS
Title

Print Authorized Name &

Police and "Moonlighting"

The Outside Employer hiring police officer (Moonlighting) must sign the **enclosed** Agreement to hold harmless and indemnify the municipality. The Agreement also outlines the coverage requirements to be provided by the outside employer

The police officer must have authority from his Police Chief to Moonlight.

AGREEMENT

By and Between:

(NAME OF MEMBER TOWN)

a municipal corporation, with offices located at:
(hereinafter referred to as the "Municipality")

and

(NAME AND ADDRESS OF EMPLOYER)

(hereinafter referred to as "Employer"),

WHEREAS, the Employer herein named desires to hire and retain police officers during their off duty hours, which officers are regularly employed by the Municipality; and

WHEREAS, the Municipality agrees to permit the utilization of these police officers during their off duty hours.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto for One Dollar (\$1.00) and other good and valuable consideration as follows:

(The municipality must complete this paragraph by outlining the compensation and type of service.)

The Chief of Police shall approve all services provided in writing prior to services being rendered.

The Employer agrees that it will defend, indemnify and save harmless the Municipality it's officers, officials, agents and employees from any and all liability, claims, losses, suits, actions, demands, all damages, costs and attorney fees that may arise as the result of activities or actions of the police officers hired by the Employer, which arise during the course of employment.

The Employer shall provide the Municipality, prior to utilization of the Municipality's police officer, with a Certificate of Insurance from an Insurance Company acceptable to the Municipality evidencing:

- Workers' Compensation and Employers Liability coverage in accordance with the laws of the State of New Jersey;
- Commercial General Liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate; combined single limit for bodily injury and property damage; including premises/operations, broad form contractual liability and personal and advertising injury.

Signed and sealed this _____ day of _____ by the corporate officers of the Municipality and the Employer.

ATTEST:

BY: _____

BY: _____

Professional Liability

Professionals such as Architects, Engineers, Attorneys, Doctors, etc. should provide the municipality with a Certificate of Insurance evidencing their professional liability and/or malpractice insurance with a minimum limit of \$1 million.

Non-Compliance with Hold Harmless & Insurance Requirements

Non-Compliance defined in two areas:

1. Member that deliberately makes no attempt to execute document described in Items #1 through 3 of this section.
2. Member inadvertently permits outside organization to use facilities without document.

POLICY: Fund cannot cover those claims which arise out of a conscious failure of its members to adhere to the rules of coverage established by the Fund. A conscious failure is to be distinguished from an inadvertent failure. A conscious failure is one in which a member fails to obtain the required indemnification, hold harmless agreement, and third party insurance coverages, and permits the third party to carry on the activity with knowledge that these requirements have not been met.

SKATEBOARD FACILITY

Insurance and Safety Guidelines

The Executive Committee of the Suburban Essex JIF must approve the application for coverage prior to the Fund extending coverage. Please see MEL Bulletin 14-09 to review greater detail on the JIF and MEL's skateboard facility insurance guidelines, safety guidelines and coverage requirements. The MEL provides limits of **\$5,000,000** excess of the member JIF retention for member entity owned and "approved" skateboard facilities. The extension of coverage is contingent on the member town's compliance with safety guidelines outlined in MEL Bulletin 14-09 Skateboard Facilities Guidelines & Coverage Requirements. The guidelines are also a requirement of the MEL's excess liability re-insurer.

Participating Member Certification of Coverage

A member may also be asked to provide evidence of insurance and financial responsibility. The Fund will require the following information:

- **Certificate holder's name and address.**
- **Coverage being requested.**
- **Description of the event: dates, locations**

All such requests should be forwarded to the Fund's Underwriting Manager on the certificate request form - see MEL Policy & Procedures for sample form.

VII. CASH MANAGEMENT and INVESTMENT POLICY

The Suburban Essex Joint Insurance Fund adopts a Cash Management and Investment Policy annually. Please visit the webpage www.sejif.org for a copy of this policy. (under the Local Officials tab)

VIII. FINANCIAL SEGREGATION of DUTIES and ROLE DIFFERENTIATION

It is Fund policy that financial administrative duties shall be segregated in order to provide for internal control. Following is an outline of financial roles and duties of various Fund officials and contractors. This outline is subject to change depending upon recommendations from auditors, changes in roles which develop as a result of a continuing effort to identify efficiencies and improve internal control, and as a result of directives or recommendations from regulators or other parties of interest.

Investments

Treasurer

- 1.) Authorize transfer of funds into claims imprest account from investment accounts.
- 2.) Participate on the MEL Investment Committee if so requested.
- 3.) Advise Executive Committee on investment options available to the Fund.
- 4.) Purchase and/or monitor and report on investments in a manner consistent with the cash and investment management plan.

Asset Manager or Custodial Bank

- 1.) Maintain custody of instruments in a manner consistent with the cash and investment management plan.
- 2.) Make or advise on investments in a manner consistent with the cash and investment management plan.
- 3.) Provide monthly report on all investments under the control or custody of the bank.

Executive Director

- 1.) Prepare cash flow projections based upon payout patterns provided by the Fund actuaries.
- 2.) Compare investment performance to standard indices.
- 3.) Assure coordination of system components and assist Treasurer in advising Executive Committee on investment options.
- 4.) Oversee contractual relations.

Revenue Activities

Treasurer

- 1.) Receive and deposit assessments.
- 2.) Receive and deposit other receipts.
- 3.) Maintain cash receipt journal.
- 4.) Report on cash receipts in standardized treasurer's report.

Executive Director

- 1.) Calculate assessments based upon budgetary approval from Executive Committee.
- 2.) Prepare and mail assessment notices.
- 3.) Post receipts and revenues to the general ledger from standardized Treasurer's report.

Expense Payment Activities

Treasurer

- 1.) Approve vouchers after processing by PERMA and prior to submittal to Executive Board.
- 2.) Sign and distribute expense checks.

- 3.) Reconcile checking accounts monthly.

Executive Director

- 1.) Process vouchers and control to contracts subject to approval by treasurer and Executive Committee.
- 2.) Maintain vendor file and print 1099 forms.
- 3.) Certify receipts of goods or services.
- 4.) Print checks.
- 5.) Post expense payment transactions to the general ledger.

Claim Payment and Reserve Activities

Treasurer

- 1.) Authorize transfer to funds to claims imprest accounts.
- 2.) Post claims transfer journal, allocating transfers to Fund year and line.
- 3.) Calculate, justify and eliminate possible imprest account reconciliation amounts monthly.
- 4.) Reconcile imprest checking accounts monthly.

Executive Director

- 1.) Post imprest transfers to the general ledger monthly.
- 2.) Post case reserve and other claims data to the general ledger monthly.
- 3.) Post imprest reconciliation balances to the general ledger.
- 4.) Estimate monthly IBNR amounts and post to the general ledger for purposes of timely reporting.
- 5.) Adjust to certified actuarial IBNR amounts on a quarterly basis and post these adjustments to the general ledger.

Reporting

Treasurer

- 1.) Print report of cash transactions on standardized treasurer's report monthly.
- 2.) Report on location reconciled cash and investment balances monthly.
- 3.) Review trial balance of centralized journal ledger system monthly, with particular emphasis on validation of cash transactions.

- 4.) Provide checking and investment account reconciliations to the Executive Director monthly, and provide copies of account statements as requested.

Executive Director

- 1.) Provide Executive Committee with financial fast track reports and other financial statements on an as needed basis.
- 2.) Provide auditor, treasurer, and other entities with financial statements, general ledger detail reports, general ledger journals, and trial balances on an as needed basis.
- 3.) Provide summarized financial statements and/or trial balances to Fund Treasurers on a monthly basis.

Other

Treasurer

- 1.) Certify availability of funds.
- 2.) Participate as needed in the budgetary process.
- 3.) Perform other official duties as outlined in contracts, bylaws, regulations, risk management plan and statutes.

PERMA

- 1.) Coordinate budget preparation.
- 2.) Coordinate interfund transfer process.
- 3.) Perform other official duties as outlined and contained in contracts, bylaws, regulations, risk management plan, and statutes.

Defense Attorney

Guidelines

The Fund has set the following as guidelines for attorneys who represent the Fund in litigation matters:

1. Acknowledge receipt of Summons and Complaint or Claim Petition immediately with carbon copy to Fund Attorney.
2. Within thirty (30) days, provide claim analysis and outline of further investigation needed; along with initial thoughts on liability and damage exposure. This should include a brief outline of anticipated activity on its part. See for attached.
3. Provide quarterly updates commenting on what has occurred since the last update, anticipated developments over next quarter, thoughts on changes in liability or damage picture, and present quarterly billing. See form attached.
4. As soon as possible in the cases of liability/compensability, recommend settlement values and request authority to pursue economic dispositions.
5. Advise claim adjusters and Fund Attorney of all arbitrations, settlement conferences, and trial dates as soon as possible once known.
6. Always prepare for Arbitration or Settlement Conferences as if it were trial, i.e., make certain to have our IME (Independent Medical Exam) and to have at least discussed the case with all strategic participants or witnesses prior thereto.
7. Provide copies of pertinent discovery materials to claims adjuster and Fund Attorney.
8. Pursue structured settlements when economically advantageous.
9. Agree not to pursue plaintiff actions against participating municipal entities.
- 10.) Submit copy of all billing to Fund Attorney for approval prior to payment by claim adjuster.

**INITIAL DEFENSE ATTORNEY CASE EVALUATION
(AT 30 DAYS)**

Litigation Information:

- A. Name of Case: _____
- B. Insured: _____
- C. Adjuster Claim No.: _____
- D. Adjuster: _____
- E. Court Docket No: _____
- F. Adversary: (& Qualifications) Exc ___ Good___ Fair___ Weak___ Unk___
- G. Trial by: Jury___ Bench___ Bifurcated___

Investigation (Comment on work completed and outline what you need from the adjuster by way of additional investigation).

Key issues/Strategy (Focus on what elements you feel the case hinges and how you intend to develop them. Comment on Title 59 Immunities application).

Preliminary Damages Assessment (Include pre-judgment interest, plaintiff’s legal fees in an issue, and any other assessable costs).

Preliminary Liability Assessment

% Plaintiff =

% Insured = 100%

% Co-Defendant =

Statement Recommendations (If a case of probable liability, indicate recommended settlement range. If obscure and additional discovery is needed to even hazard a guess, indicate you plan to clarify issues.

Next Reporting Date _____ (90) days from now. Set your diary to insure timely reporting. The adjusters are not your diary system.

Attorney: _____ Date

SUBSEQUENT (QUARTERLY REPORT)

1. Litigation Information

- A. Name of Case: _____
- B. Insured: _____
- C. Adjuster Claim No.: _____
- D. Adjuster: _____
- E. Court Docket No: _____

2. Developments since last report.

Depositions of all police officers have now been completed.

3. Planned activity for next quarter.

4. Current Damage Assessment

5. Current Liability Assessment

- % Plaintiff =
- % Insured = 100%
- % Co-Defendant =

6. Settlement Discussions – Offers/Demands

7. Settlement Authority Requested

None

TRIAL DATE _____ ARBITRATION DATE _____ HEARING DATE _____

8. Changes to legal budget. New Total: _____

9. Additional investigation required by adjuster.

10. Next Reporting Date (90 days from now.)

Attorney: _____ Date _____

IX. EPL/POL Deferred Deductible /Co-Insurance Payment Plan

Effective January 1, 2011, the Suburban Essex JIF entered into an agreement with XL Insurance to provide Public Officials/Employment Practices Liability Insurance. XL Insurance (through its Third Party Administrator - Summit Risk Services) will process bills from dollar one. Upon payment of the bills, Summit Risk Services will bill such amounts subject to the deductible and co-insurance to the insured, thus eliminating large bills at the conclusion of litigation, and XL Insurance will expect members to pay such amounts promptly, and

Board of Commissioners of the Suburban Essex Joint Insurance Fund adopted a program to offer members the ability to select an option for the Suburban Essex JIF to process the payments to XL Insurance for the member's deductible and/or co-payments and to select the term of its repayments to the Fund , subject to the following conditions:

- 1) The member would have to request this option from the local JIF's Executive Committee in writing, on a "per claim" basis.
- 2) The member would have to adopt a resolution acknowledging the debt being incurred as a result of the claim and to select the option that payments be made over the period of one to four years following the year that payment(s) is made.
- 3) If the member leaves the Fund during its repayment period, the balance shall be due and owing to the FUND before the date of membership termination.

X. EXECUTIVE DECISIONS

The Fund Commissioners' decisions/discussions from Fund inception (January 1, 1992 through May, 2016) have been alphabetized and cross-referenced for your convenience.

The date and year indicated after the abbreviated version of the discussion refers to the actual meeting where this topic was discussed. Please refer to the actual minutes for any additional information.

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SUBURBAN ESSEX DECISIONS
(1/1/92-3/18/14)

- A1.* Application fee for new members set at \$1,000. (1/92) Commissioners agree to maintain fee with provisions to waive on a case-by-case basis, where appropriate. (6/92) Fund amends application fee to be waived for first time applicants, in the event the same applicant returns for future quote, the fee will be charged, if the applicant joins the Fund the fee will be credited to first installment(10/14)
- R6.* Commissioners appoint Nisivoccia and Company as Auditors. (3/92) .Commissioners appoint Suplee, Clooney and Company as Auditors. (1/97). Resolution adopted which appoints the Firm of Lerch, Vinci & Higgins, LLP as Fund Auditor for a period of one year as in the terms set forth in the Fund's RFQ. (9/09).
- A3.* Commissioners approve cap of 2.5% on 1997 assessments. (10/96. Fund approved using sensitive mod cap of 5% for 1999 assessments. (10/97) Assessments for 2003 capped at 2.5% over the budget increase (10/02).
- A4.* 1994 assessments to be capped at 2 1/2% over budget increase percentage. (10/93) 1995 Assessment capped at 5.5%. Commissioners approved delaying due date of second assessment from 5/15/98 to 8/1/98 (3/98) 2006 Assessments capped at 2.5% over the budget increase. (10/05) Assessments capped at 4.5% for municipalities and 1.77% for school boards. (10/06). Motion establishing base assessments applying surcharges to respective members having a negative loss ratio while applying to all other members the traditional fund wide increased average of no more than 1.5% (3.5% Fund wide average, 1.5% over average-total 5%) and further authorizes the Executive Director to work with four members with respect to providing the option to choose between the self insured retention or the occurred loss retro option. (10/09).
- A5.* Application fee waived for Haledon & Prospect Park (2/95). Waived fee for Livingston (4/95). Waived fee for West Paterson (12/95). Maplewood charged \$2,000 application fee (9/02). Policy established concerning payment of application fees. (3/03)
- A6.* Commissioners adopt Resolution 11-99 supporting Assembly Bill 2683 (3/99)
- A7.* Fund approves contract with Summit Bank to act as Asset Manager commencing 4/1/99. (3/99) 4/99) Fund approves addendum to contract acknowledging name change from Summit to Fleet. (7/01) Contract awarded to Commerce Wealth Advisors effective October 1, 2002 (7/02). Fund adopts resolution #7-16 appointing Wilmington Trust for Asset Manager & Investors Bank for Banking services.(2/16) Wilmington Trust Contract amendments adopted by the Fund(5/16). Contract amendment executed to Wilmington Trust Contract as additional negotiations on "the order of precedent" were made by MEL Fund Attorney. (7/16)
- A8.* Auto Physical Damage for Volunteers added to JIF coverage. (1/00)
- A9.* Actuarial Advantage appointed as Fund Actuary effective 7/1/01. (6/01)
- A10.* Fund approves motion to authorize Fund to enter into automobile subrogation arbitration agreement with Arbitration Forums. (7/01) Participation expanded to include property. (7/03)
- A11.* Asbestos Testing approved for South Orange Firefighters (5/02).
- A12.* Penalty waived for late payments (9/02).
- A13.* Secaucus granted waiver on hold harmless requirement for amusement ride vendor for September 18th carnival. (9/03)
- A14.* Audit report to include JIFs share of MEL, EJIF and RCF assets and deficits. (5/05)

- A15. Additional Supplemental Assessments for deficit of 2007/2008 Fund years introduced (2/10). Approval to process additional supplemental assessments 2007 deficit \$1,188,868/2008 deficit \$1,309,557 authorized(3/10)Fund adopts resolution revising 2007 & 2008 Fund year financial plans cancelling the additional supplemental assessment of \$552,064 and applying balance due of \$904,667 to closed year accounts by 12/31/14 per respective member(11/14)
- B1. Fund Bylaws approved. (2/92) Fund adopted revised bylaws and authorized Executive Director to distribute to Member Governing Bodies. (9/97)
- B2. Excess Property Rates reduced resulting in \$21,593 surplus in 1994 Property line. 1994 Budget amended by decreasing \$21,593 (1%). (11/93) Budget & Assessments approved (1/94) 1/95).
- B3. Fund approved builder's risk coverage for Verona Fire House/Community Center for a additional assessment of \$1,506,05 effective July 19, 1996. (9/96)
- B4. Fund approved builder's risk coverage for Prospect Park DPW Garage for an additional assessment of \$120.84 effective March 22, 1996. (9/96)
- B5. Approval to include \$6,000 In the 1996 budget for the purchase of hardware and software for JIF treasurers to achieve standardization: (9/96)
- B6. Approval to increase contingency fund for right-to-know training and CDL for a total of \$10,000.(10/96)
- B7. Fund approved builders' risk for Secaucus DPW Garage office for additional assessment of \$642.39.
- B8. 1999 Budget revised and approved to reflect withdrawal of Verona from Fund. (12/97)
- B9. Fund approved coverage for business/special improvement districts as outlined by criteria set forth by MEL/JIF AdHoc Committee. (10/98)
- B10. Bloomfield seeking JIF membership with a retention of at least \$100,000 (10/02). PMK asked to conduct inspection. Special meeting scheduled to review submission (11/02). Bloomfield offered membership for all coverage's except Workers Compensation with a retention of \$150,00 for AL/GL and \$50,000 property retention (12/02). Bloomfield accepted membership with a \$50,000 property retention and a \$150,000 liability retention. (1/04) Bloomfield quoted for workers' compensation. (4/03) Bloomfield coverage expanded to include workers' compensation with a retention of \$200,000. Expenditure of \$7,500 approved for Fund Attorney to assist town in implementing Employment Practices Loss Control program. (3/03)
- B11. Additional assessment certified for South Orange for the builders risk for the Performing Arts Center. (5/03) 2003 builders risk for Performing Arts Center cancelled since project delayed. Assessment will be adjusted for start date in 2004. (3/04) Fund authorized release of additional assessment due to acquisition of Performing Arts Center(1/14)Additional assessment for the addition of South Orange Village Center alliance (BID) under South Orange Village-\$500.(01/15). Board authorized payment option recommendation to the Village of South Orange for outstanding 2015 Assessment of \$500 in addition to the late penalty charges of \$5,503.54, if not paid – Board authorized to transfer from the Village's closed year account.(6/16)
- B12. MEL to provide blanket bond coverage for Chief Financial Officers effective July 1, 2006. Position previously thought to be required to be bonded individually. (3/05) Selective Insurance Position Bond for Fund, authorization for increase in limit/deductible authorized(5/13)
- B13. Belleville approved for membership. (11/05) Belleville joined JIF. (1/06) Adjustments to professional fee schedules to reflect additional membership approved. (1/06). Fund authorizes application for blood withdraw from prisoner for testing of disease on behalf of officers related to officers involved with claim(11/10). Fund approves police accreditation grant increase from \$25,000 to \$51,000 upon request from Belleville.(5/14)
- B14. Fund accept quotes for Bloomfield's request to reduce their reduction on workers comp coverage (3/08)

- B15.* Builders Risk additional assessment approved for Secaucus Leased Housing Corp.(9/12)
- B16.* 2013 Budget amendment introduced for the inclusion of “buy-down” options available for eligible members under EPL/POL program. Cyber Liability is included within the EPL/POL premium as offered by XL.(10/12)
- C1.* Tort Notice Claim Form approved. (2/92)
- C2.* Commissioners waive Scibal's requirement to post a surety bond. (11/92)
- C3.* Commissioners adopt 1993 Casualty Documents/ Duplicate Zurich Policy to be used for property with letter explaining JIF's retention is \$25,000. (4/93) Revised Casualty & Auto documents approved (5/02). Fund accepts recommendation of MEL Coverage Committee expanding the exclusion of mechanical amusement devices including but not limited to bouncy houses (3/16)clarification of the definition of mechanical devices to include small truck mounted kiddie rides, inflatable bounce houses, slides and other inflatable attractions in the casualty policy; this includes the operation, ownership and maintenance of such items – endorsement approved (5/16)
- C4.* Fund approves additional payment of \$16,290 for 1992 claim overages to be funded by contingency account. (5/93)
- C5.* Cedar Grove Ambulance Squad added for property and liability coverage effective 8/1/93. (6/93)
- C6.* Attorney indicates Closed Session minutes need not be recorded. (7/93)
- C7.* Fund denies coverage to Morgan Farm House in Cedar Grove. (9/93)
- C8.* Scibal 1993 contract amended to allow adjustment period through 6/30/94. (7/94) Scibal awarded three year contract effective July 1, 2010 resulting in RFQ(5/10)
- C9.* Fund approves Claim Reporting Procedure. (12/94). Resolution adopted authorizing PERMA to make the necessary filing with CMS on behalf of the Fund designating the Fund as a responsible reporting entity under Section 111 of MMSEA. In addition, the Fund also hereby authorizes its Third Party Claims Administrator (Workers’ Compensation, No Fault, and Liability) to be its designated representative for actual file submission for reporting purposes with CMS. (5/09).
- C10.* Fund approves amended Cash Management & Investment Plan to escheat abandoned property to state (9/95). Revised Cash Management Plan adopted by the Fund (5/16)
- C11.* Fund approves limiting attendance at Closed Sessions to Commissioners, Risk Managers, Fund Attorney, Underwriter, Immediate PERMA staff and Scibal, MasterCare, and Safety Director Representatives when appropriate. (1/96) Fund approved Treasurer’s attendance at Closed Session (3/96)
- C12.* Fund approves election of Garry Furnari as Fund Chairman for the remainder of 1996. (7/96) Fund approves election of Garry Furnari as Fund Chairman for 1997, 1998, 1999, 2000. (1/97) (1/98) (1/99) (1/00) William Close, Haledon, elected Chairman. (1/01) (1/02) Mauro Tucci, Nutley, elected Chairman. (1/03) (1/04) (1/05) Marge Smith, South Orange, elected Chairwoman (1/06) William Close, Haledon, elected Chairman (1/07).
- C13.* Cedar Grove withdraws from the Fund effective 1/1/98. (2/98) (3/98)
- C14.* Fund approves revised insurance requirements for contractors and guidelines to review certificates. (4/98)
- C15.* Contract for Commercial Drivers License (CDL) awarded to Federal Hill Risk Management. (2/04)
- C16.* Chairman Tucci led with a moment of silence marking the passing of the Fund’s first Chairman, Frank Cocchiola. (9/05)

- C17.* Board agrees to award 2006 contracts in accordance with the “fair and open” procedure. Evaluation criteria approved RFQs to require a minimum of 7 years experience. Contracts to be awarded for 1 year. (12/05) 2007 Contracts awarded to professionals following review of qualifications pursuant to “fair and open” process. Appointment terms will be one year. (1/06) Board agreed to extend contracts awarded in January of 2006 for one year. (11/06). Board agreed to award contracts, pursuant to “fair & open” process conducted in 2006. (1/07). Board authorized the advertisement of Requests for Qualifications for Fund professionals for 2008. (5/07) (6/07) Responses reviewed with Board. (9/07)
- C18.* Crime Coverage – MEL/JIF – Fund authorized action items presented by MEL coverage committee amending endorsements to Crime policy for MEL/JIF(3/11) Fund accepts recommendation of MEL Coverage Committee adopting endorsement accurately describing definition for library treasurer(3/16) Fund accepts recommended endorsement to the crime policy providing an exception to the exclusion to cover vendors that provide “online” services for members at a sub-limit of \$25,000.-failure to obtain insurance. Social Engineering “fraudulent transfer request” – endorsement approved by the Fund(5/16)
- C19.* Fund authorized release of RFQ for CDL Drug & Alcohol testing.(5/13). Fund adopts resolution #21-13 appointing Dynamic Testing as CDL Drug & Alcohol monitor effective 7/1/13-12/31/15(7/13).
- D1.* Fund adopted defense panel and fee schedule. (2/92) Fees to be increased in 1994. (7/93 Fund approves defense panel and increase in fees. (5/01). 2006 Defense Panel approved. (1/06) Fund approves defense panel and increase in fees. (5/06) John Feczko, Esquire added to Panel for specific claim. (5/06). Panel fees adjustments confirmed by resolution (6/06). 2008 Defense Panel adopted. (1/07) Fund authorized release of RFQ for additional Defense Panel(10/13). Fund adds firm of King & Petracca to Defense Panel for WC/GL(11/13).
- D2.* Delinquent assessment to be charged at the rate of 10% per annum from due date. (1/92)
- D3.* Fee schedule for Defense Attorney for 1994 as follows: Workers' Compensation \$450 per case, Tort \$100 per hour for Partners, \$90 for Associates. (1/94) Fund approved Fund Attorney, James Piro, Esq., and his firm to handle defense in Llanos vs. South Orange, et.al. (Seton Hall). (6/01) John Meth Fessel added to panel (5/02). Fund agrees to consider law firm Bevan, Mosca & Giuditta to be added to defense panel 2016-18 as they agree to Fund determined fee schedule(11/15)
- D4.* Fund approved Guidelines for Defense Attorneys to be incorporated into Policy & Procedures Manual. (2/94). Motion authorizing the adoption of the proposed defense attorney policy presented by Mr. Piro regarding removing cases from the Federal Court level within the 30day time frame for cases that can be removed from Federal Court, to authorize the policy of declining any billing presented by defense panel members for electronic legal research and to approve the monthly report reviewed by the fund attorney. (9/09).
- D5.* Fund approved Resolution 16-96 to reflect distribution of a \$300,000 dividend to Fund Members for 1996. (7/96). Fund approved Reso 23-97 to reflect distribution of \$400,000 dividend for Fund Year 1997. (10/97) Fund approves Resolution 24-98 to reflect distribution of \$401,805 dividend. For Fund Year 1998 (9/98) Fund approves Resolution 20-99 authorizing refund of closed year account and Fund Years 1995 & 1996 surplus for total 1999 dividend of \$525,000. (7/99) Fund approves Resolution 21-00 authorizing the release of dividend from the Closed Years Account. Total dividend will be \$600,000. (9/00) Fund adopts Resolution 25-01 authorizing release of \$600,000 from Closed Years Account. (10/01) Dividend in amount of \$400,000 approved (10/02). Adjusted to increase MEL dividend (11/02). Dividend totaling \$150,000 (including share of MEL). (11/03) Board authorized release of dividend totaling \$211,400 (including EJIF amount of \$11,400). (10/04) Board agreed to not release dividend in 2005. (10/05) Board authorized release of dividend totaling \$150,000 (10/06) Board adopted Resolution authorizing the release of \$201,307, comprised of \$150,000 Fund Year 2004 and \$51,307 EJIF. (10/07) Resolution #21-16 adopted authorizing release of \$200,000 Dividend from closed year accounts. (11/16)
- D6.* Fund authorizes \$700 for Defensive Driving Course. (11/99). Motion authorizing purchase of the Defensive Driving kit to make available to all fund members at a purchase price not to exceed \$1,000. (6/09). Motion authorizing the Township of Belleville to bill the Fund for the Defensive Driving kit valued at \$1,405.70 and to make the kit available to members of the fund as they will be the custodian of the kit. (9/09).

- D7.* Fund requests MEL Coverage Committee to determine if volunteers for domestic violence response team can be covered for workers' compensation. (6/01)
- E1.* Commissioners vote to join proposed Environmental Fund. (10/92) Fund approved membership in E-JIF effective 1/1/96 (9/95) Fund approved Reso 9-97 supporting bylaw amendment to E-JIF. (2/97) Fund renewed membership in E-JIF. (1/99) Membership renewed (1/02). Membership renewed for the period of January 1, 2004 through January 1, 2007. (11/03) Membership renewed for the period of January 1, 2007 through January 1, 2010. (9/06) Fund authorized membership renewal in the EJIF effective 1/1/13(9/12). EJIF membership renewal authorized(9/15)
- E2.* Commissioner Di Giacomo to represent Fund on EJIF. (1/94, 1/96) Commissioner Close to represent Fund on E-JIF for balance of 1997. (2/97, 12/97)(12/99) (12/00) (1/02) (11/02) (11/03)(12/05)
- E3.* Fund decides to postpone membership in EJIF until EJIF restructures coverages. However, approves start-up costs for Sokol \$856, Frontino \$856 and Anistics \$2,226. (4/94) Further discussions at July meeting (7/94). Reduce 1993 appropriations by 50%. (10/94)
- E4.* Fund approved reserving \$25,000 of 1995 Contingency Fund to allow JIF as a whole to contract with Attorney to prepare EPL Manuals for each municipality. (1995) Fund approves additional \$10,000 from 1996 contingency for preparation of EPL Manuals for all Fund Members for a total not to exceed \$35,000. (6/96) Fund approves Fund Attorney to review existing policies and practices and then prepare manuals for Garfield and Nutley BOE. (5/00)Fund adopts resolution authorizing POL/EPL Deferred Deductible Payment Plan effective 1/1/11(5/11)
- E5.* Fund approved Resolution 11-96 amended E-JIF Bylaws. (4/96)
- E6.* Fund approved endorsement to provide General Liability bodily injury coverage for full-time engineers. (3/99)
- E7.* Fund Attorney authorized to conduct managerial & supervisory Employment Practices training. (7/03) (7/05) Fund authorized Frank Covelli to conduct employment training for non-supervisory personnel. (12/05) Reimbursement approved for school board harassment training expense. (2/06) Fund Attorney authorized to conduct managerial & supervisory Employment Practices training (3/07)
- E8.* Essex Regional Health Commission approved for membership. (7/07) (9/07) ERHC accepted membership – effective November 1, 2007.
- F1.* Fund Attorney authorized to handle certain claims administratively until need for Defense Attorney arises. (7/93)
- F2.* Fund approves \$2,688 for Fund Attorney for litigation work. (12/93)
- F3.* Fund Attorney authorized to represent Fund in frivolous claims, (9/94) Fund approves Fund Attorney's pursuit of frivolous claims damages. (2/18). Fund adopts resolutions #20-11 and #21-11 regarding the handling of frivolous law suits as presented by Fund Attorney.
- F4.* Fund approved revised Fine Arts policy, \$1,000 deductible per occurrence & total aggregate limit per display \$100,000. (2/95).
- F5.* Fund approved revising Fund Attorney's Contract modifying the compensation section and incorporating amendment to Legal Services relating to employment practices liability coverage. (2/96)
- F6.* Fund approved Fund Attorney negotiating with Scibal re cost of fax machine for dedicated unit with Suburban Municipal Fund. (2/96)
- F7.* Fund approved Fund Attorney to continue with one attorney until and if a conflict arises. (4/96)

- F8.* Fund approved Fund Attorney to set up Conflict Defense Panel. Fund approved Fund Attorney handling defense and response on all Seton Hall related claims. (4/00)
- F9.* Fund adopts policy: Full time employee is anyone who works 30 hours a week for 10 months or more. (2/98)
- F10.* Commissioners discussed compensation but did not approve. (9/03)
- F11.* Board agreed to accept membership of Fairfield (11/04). Fairfield elected to remain in the Morris JIF for 2005. (1/05) Board approved membership offer to Fairfield. (10/05) Fairfield joined fund (1/06) Fund approves Fairfield Recreation Department Booster Club as Class III Quasi contingent upon resolution(9/11)
- G1.* Commissioners approve Grant application to be submitted to MEL requesting \$2,633.54 for Back Support Program. (4/94)
- G2.* Garfield approved for Fund membership effective 1/15/00 (1/00).
- G3.* Commissioners approve expenditure of \$50.00 per member (total \$250) to apply for Governor's Safety Program Award.
- G4.* Fund approved additional assessment of \$10,405.4 to cover Garfield Library. (2/00)
- G5.* Board approved membership for Guttenberg. (12/07).
- H1.* Haledon approved for Fund membership effective 6/1/95 (5/95).
- H2.* Fund approves Health Insurance Fund Feasibility Study. (5/20) Fund approves Savant Advice to do HIF Feasibility Study. (9/97) (2/99)
- H3.* Haledon Board of Education approved for membership. (6/03)
- H4.* Haledon MUA approved as additional insured to borough coverages. (5/04)
- H5.* Hudson Regional Health Commission approved for membership. (9/06) HRHC accepted membership – effective October 29, 2006. (10/06)
- I1.* Fund Commissioners appoint James McGordy as Internal Auditor to do payroll and vehicle audits, at a fee of \$310 per member. (7/92) Fund approves Internal Auditor performing audit of coaches certification program @ \$215 per member. (10/98) Fund approves Internal Auditor 2000 contract to include employee headcount by payroll classification for a fee not to exceed \$1,225. (5/00). Firm added Stacey Russo. (1/07) Fund approves request for additional fee of \$167.74 to Internal Auditor due to an additional audit performed, 2010 contract (9/10)(9/11)
- I2.* United Jersey Bank Advisory Services to be used. Fee 2 1/2 basis points calculated on total assets plus \$100 per month service charge. (2/93)
- J1.* J.A. Montgomery Risk Control Services appointed as Safety Director effective 6/1/2013(5/13).
- L1.* Fund Commissioners agree to waive \$1,000 application fee for Livingston. If Township joins, then they must pay fee. (5/92) Livingston's application approved by Commissioners. (6/92) Livingston declines. (7/92) Fund approves presenting quotes to Livingston, subject to acceptance by reinsurance (5/95). Executive Director authorized to release membership quote to Livingston (5/02). Township decided not to join the JIF (7/02).
- L2.* Fund approves Safety and Loss Control Programs. (6/92)
- L3.* Commissioners agree to change language in Loss Control Surveys to categories of Priority 1, 2 and 3. (10/92)

- L4.* Per Department of Community Affairs, Commissioners are considered to be local Government Officers and must complete Financial Disclosure Form. (2/93)
- L5.* MEL Standardized letterhead and Report Covers approved (7/02).
- M1.* Third Tuesday of the month, 9:30 a.m., Nutley Parks & Recreation Building designated as official meeting date, time and location. (2/92)
- M2.* Frank Cocchiola, Nutley Township, designated as representative to the MEL. (1/92) (10/93) (10/94) Garry Furnari designated as representative to the MEL (7/96) (10/96) (10/97) (10/98) (12/99) Philip Casale designated as representative to the MEL. (6/00) (12/00)(1/02) Mauro Tucci appointed as MEL representative (6/02) (11/02) (10/03) (12/05) Chairman Tucci & Commissioner Catenaro appointed as voting alternates to positions held on MEL, RCF and EJIF(6/12).
- M3.* Medical Panel Approved. (2/94), (1/95)
- M4.* Fund approves joint RFP with Suburban Municipal for Managed Care Provider (7/95). Fund approves MasterCare contract effective 11/1/95 and then annually (10/95) Fund approves First Managed Care Option for Managed Care Provider effective 4/1/98. (3/98) Fund authorizes release of RFP on Managed Care. (12/00) Fund approves Consumer Health Network (CHN) as Managed Care Provider effective 4/1/01. (3/01) CHN contract addendum approved (1/02). Change in firm name from Consumer Health Network to Consolidated Services Group, Inc (CSG). Acquisition occurred in December of 2005 and was previously reported to the Board. (3/07) Board schedules interviews with three firms responding to the Fund's Request for Qualifications. (11/07) Board agreed to recommend the 2008 Managed Care Provider contract be awarded to Qualcare. (12/07). Managed Care contract awarded to FMCO for a three year term effective 7/1/2010(5/10) Managed Care contract awarded to FMCO for period 7/1/13-12/31/15(3/13). Fund adopts Resolution #7-14 amending FMCO contract due to field case nursing expenditures(2/14)
- M5.* Fund approves Executive Director seeking State approval for Voluntary Medical Accident Coverage for participants at sporting events. (9/97) Fund approves \$3,000 additional assessment for Nutley for 4000 sports participants @ \$.75 per head for Voluntary Medical Accident Coverage. (4/98) Fund approves endorsement for voluntary/goodwill medical payment coverage. (12/98)
- M6.* Fund adopted Resolution No. 27-97 approving MEL's revised Bylaws. (12/97) Fund adopted Resolution No. 28-00 approving MEL's revised Bylaws. (12/00)
- M7.* Fund adopted Resolution No16-98 authorizing Suburban Essex JIF to join the MEL. (4/98) Board adopted resolution renewing MEL membership for the period of 7/1/04 through 7/1/07.(7/04) Board adopted resolution renewing MEL membership for the period of 7/1/07 through 7/1/10.(5/07)
- M8.* Fund approves GAB Robbins as MEL Claims Administrator for Excess Public Employee and Public Officials Bond Coverage. (7/99)
- M9.* Fund approved waiving \$1,000 application fee for Maplewood and Montclair. (10/02) Both towns decided against joining the JIF (1/02). Executive Director authorized to write to Maplewood indicating application must be accompanied by a fee of \$2,000 to pay for professional fees (9/02). Fund waived peer review to allow Montclair to pursue memberships in the Self Insurers JIF (12/02). Board would not review membership application without application fee. (10/05) Board approved membership offer to the Township of Maplewood. (12/05) Maplewood did not join Suburban Essex (1/06)
- M10.* Fund adopts Reso 19-01 renewing membership in the MEL for the period 7/1/01 through 7/1/04. (6/01) Fund adopts resolution #18-10 renewing MEL membership 7/1/10-6/30/13(6/10). Fund adopts resolution #14-13 renewing MEL membership 7/1/13 – 6/30/16 (5/13). Fund adopts resolution #13-16 renewing MEL membership 7/1/16-6/30/19 (5/16)

- M11.* Manchester Regional High School sought quote from JIF but SPELL Fund was not able to quote at this time due to incomplete loss information (6/02). Manchester Regional High School approved for membership. (6/03)
- M12.* Executive Director announced beginning implementation of the Learning Management System for the MEL Safety Institute. (6/06)
- M13.* Motion accepting the Suburban Essex JIF policy as to attendance by commissioners at meetings. (1/09).
- N1.* Verona - Cedar Grove Times, Nutley Sun, Secaucus News, designated as official newspapers. (1/92) Star Ledger designated as official newspaper in place of three previous. (7/95)
- N2.* Nutley Township Library added. (3/92)
- N3.* North Bergen would not be eligible to join Fund since its population exceeds Fund's 30,000 cap. (4/92)
- N4.* Nutley Township Ambulance Squad added effective 1/1/93. (12/92)
- N5.* Commissioners approved granting binding authority to Executive Director with regard to Nutley Board of Education. (6/98) Commissioners approve presenting proposal to Nutley BOE. (4/99) Commissioners authorize Underwriting Manager, with approval of Executive Director, to bind Nutley BOE and to secure proposals to prepare policy for school board legal liability coverage. (6/99) Fund approves Kathleen Wilkinson to write School Board Legal Liability Policy at fee not to exceed \$4,900. (7/99) Fund approves additional assessment for expanded coverage for Nutley BOE. (12/99) Fund approves use of proposed covering memo along with Royal Indemnity Policy in lieu of drafting property policy for BOE. (3/00) Fund approves Crime Policy for Nutley BOE. Retro to 12/1/99. (4/00) Fund approved adding medical payment coverage for Nutley BOE effective 5/16/00, will not extend to students and will not create an additional assessment. (5/00) Fund approved endorsement to NBOE policy to expand coverage retroactively without cost to NBOE. (6/01)
- N6.* Commissioners approve waiving additional assessment for 1999 for Nutley Day Care Program. (3/99)
- N7.* Nomination statement failed to be approved. (3/05)
- N8.* Fund adopts resolution #14-17 urging representatives from the State of NJ to support the legislative action to re-authorize and extend the National Flood Insurance Program(NFIP).(5/17)
- O1.* Fund Commissioners approve Off-Site Storage Program. (8/92)
- O2.* Board agreed to participate in OPRA Class action settlement with provision that members are allowed to "opt out." (7/04) Fund adopted Revised OPRA charge per page from \$0.05 to \$0.01(7/10)
- O3.* Little Falls authorized to become a member of the Fund (1/17) Quasi municipal entity coverage approved for Little Falls Football Association and the Little Falls Athletic Club (2/17)
- P1.* In punitive actions brought against municipal employees, Law requires "providing adequate defense, not defense of one's choice". Fund Commissioners consider two options, first, using a panel of Fund approved attorneys; second, allow municipalities to continue to handle as they have been. Commissioners chose latter. (7/92)
- P2.* Commissioners support MEL's proposed Peer Review Policy. (9/92)
- P3.* Professional Fees for 1994, excluding internal auditor, held to 4%. (9/93)
- P4.* Fund reduces Personal Injury Protection Limit to \$100,000 with the excess \$150,000 to be provided by the MEL effective 1/1/94. (3/94)
- P5.* Prospect Park approved for Fund membership effective 6/12/95 (5/95).

- P6.* Commissioners approve Resolution 12-98 authorizing expenses for PRIMA Conference.(3/98) Commissioners approve Resolution 10-99 authorizing expense for PRIMA Conference. (3/99) Commissioners approve Resolution 10-00 authorizing expense for PRIMA Conference. (3/00) Commissioners approve Resolution 10-01 authorizing expense for PRIMA Conference. (3/01) Commissioners authorized to attend Prima conference. (1/03) (2/04) (1/06) Expenses for PRIMA approved. (5/06) Commissioners authorized to attend Prima conference (2/07) Commissioners authorized to attend Prima conference (2/08). Commissioners authorized to attend Prima conference (2/09). Fund authorized attendance of PRIMA Conference(2/11) Fund authorized attendance of PRIMA conference(2/12) Fund authorized travel to PRIMA Conference(2/13). Fund authorized travel to PRIMA Conference(2/14).Fund authorized travel to PRIMA Conference (3/17)
- P7.* Fund approves revised Police Moonlighting Policy. (6/01)
- P8.* Effective 1/1/02 the MEL began to assume a retention for property. JIF to take 50,000 retention, MEL to take 200,000 excess of JIF retention. Commercial policy limit of \$100,000,000. JIF adopted a budget transfer to recognize changes (1/02).
- P9.* Managed Care Organization asked to make every attempt to schedule physical therapy after work hours. (1/05)
- P10.* Risk Management Plan amended to reflect changes in Cyber Secure Coverage. (3/05) Risk Management Plan amended to remove unintended coverage enhancements including a provision for a “voluntary workers’ compensation endorsement”. The endorsement extends coverage to those not otherwise eligible for workers’ compensation. (5/07)
- P11.* Resolution adopted indicating Fund would not object to change in ownership of PERMA. (6/06) PERMA announced relocation of office from Saddle Brook to Parsippany/Fund adopts Resolution #12-12 updating Fund records address(5/12)
- P12.* Board authorizes RFQ for Firm to perform property appraisals of members over a 3 year period (1/08) Fund awards property appraiser to maximus appraisal company at a fee not to exceed \$17,250 (3/08)
- P13.* Board approves utilization of pharmacy pricing as Cost of Prescription Medication + \$2.00 Adm fee by FMCO.
- P14.* Fund authorizes purchase of Public Official/Employment Practices Liability coverage through XL Insurance effective 1/1/11(11/10) Fund authorized EPL/POL Deductible Payment Plan/Resolution #16-11(5/11). Fund authorized Attorney to conduct Managers/Supervisors training under EPL/POL program.(9/11) Fund authorized the services of retired police chief to conduct police chief training at \$550 per session –total of 2 under EPL/POL program (9/11) Fund declined Wage Enhancement coverage offered by XL under EPL/POL program (10/11) Fund authorized execution of Memo of Understanding as agreed upon for the EPL/POL policy(10/11) Fund authorized two year renewal of EPL/POL XL policy subject to loss experience stipulations(2/13) Fund authorized Fund Attorney to conduct Manager/Supervisor training and have Chief Denis Connell conduct Police Chief Command staff training.(10/13). Fund authorized purchase of additional limit/aggregate limit(Opt#1) for Cyber Liability retro to 1/1/14(1/14). Fund authorized endorsement excluding cyber liability coverage from the general liability policy(1/16) Fund purchased excess Cyber Liability Limits, Option #2 - \$6M Aggreg/\$3M3rd & 1st party for \$509 per member .(1/17)
- P15.* Fund approves Police Accreditation Finance Program to assist in achieving Police Accreditation Certification, adopts Resolution #8-13(2/13).
- Q1.* Cedar Grove Ambulance/Rescue Squad, American Karate Students Against Drug Abuse, and Cedar Grove Historical Society approved as quasi-municipal entities. (10/92)
- Q2.* Secaucus Volunteer Fire Mutual Association and Auxiliary and Secaucus Municipal Facilities Corporation approved as quasi-municipal entities. (10/92) Secaucus Community Arts Scholarship Theater (Cast) approved as

- class III quasi(10/11). Secaucus Emergency Fund, a NJ Not for Profit Corp. approved as Class III quasi, D & O not authorized(9/12).
- Q3.* Police Auxiliary, Fire Auxiliary, South Orange Volunteer Ambulance Corporation South Orange Friends of the Library and Preservation Committee; and Main Street approved as quasi municipal activities. (11/92) South Orange Village Arts Center approved as class III quasi. (3/03)
- Q4.* Coverage confirmed to twelve quasi-municipal groups in Nutley. (7/93)
- Q5* Coverage approved in accordance with Fund's quasi policy for South Orange Friends of the Library and Preservation Committee; Coverage approved in accordance with Fund's quasi policy for Nutley Columbus Day Parade, Memorial Day Parade, Historic Preservation Trust, Creative Playground, Friends of the Library, Nutley Bicycle Race (deleted via Year 2000 renewal), Civic Celebration Committee; American Karate Students Against Drug Abuse, and Cedar Grove Historical Society all effective 1/1/94. (4/94). Coverage approved Nutley Historical Society (3/95). Approved Old Guard of Nutley as Class III Quasi (11/95). Coverage approved Friends of the Library as Class III Quasi, Secaucus. (3/98) Coverage approved Haledon Senior Citizen Club as Class III Quasi. (4/98)
- Q6.* Crime coverage with sub limit of \$100,000 approved (9/02).
- Q7* Fund authorizes execution of professional service agreement between JIF and QualCare (3/08)
- R1.* Risk Management Plan approved. (2/92) (1/95) (1/96) (1/97)(1/98) Fund amends RMP to adopt new premium payment plan. (6/98) Fund approves amending RMP to provide for par authorization for claims administrator and \$25,000 "Emergency Court House" settlement upon the joint authorization of the Fund Attorney and Executive Director for first party claims only. Claim would then be reported to Fund Commissioners at next meeting. (6/98) Risk Management Plan Approved. (1/99), 1/00)(1/01) Fund approves amending Risk Management Plan to provide for \$10,000 par authorization for the Claims Administrator. (5/01) Fund amends Risk Management Plan to include updates of SPELL Fund renewal certificate/Resolution #24-11(9/11) Fund adopts revised RMP reflecting final negotiations for property with Zurich(6/14)
- R2.* Each member municipality will let the Fund office know how it wants its risks management assessment handled. (3/92) Municipalities who do not choose to use risk management consultants must execute indemnification agreement. (5/92) Fund approves choosing, when RMC rate is negotiated, if they want Fund to pay RMC directly and then pay balance to town. (2/97)
- R3.* Roseland approved for membership into the Fund. (11/92) Roseland rejects membership offer. (12/92) Application fee for Roseland waived since it paid fee in 1992. (10/05) Fund offers membership to Roseland at an annual 2009 assessment of \$327,383 subject to a \$50,000 POL/EPL Deductible and 20% of 2M co-insurance provision. (11/08)
- R4.* Fund approves conditionally joining Tail Fund (6/95). Fund approves joining Residual Claims Fund (Tail Fund) (9/95). Fund Approves closing Fund Year 1992 (11/95). Fund approves closing Fund Year 1993 for assessment of \$181,281 to transfer property retention from 1992 Fund Year. (6/97) Fund approves closing Fund Year 1994 (6/98) Fund approves closing Fund Year 1995. (6/99) Fund approves renewing membership. (4/00) Fund approves closing Fund Year 1996. (6/00) Fund approves renewing membership. (2/01) Fund approves closing Fund Year 1997. (6/01) Board transfers Fund Year 1999 to the RCF. (3/03) (4/03) Commissioners adopted resolution renewing RCF membership for the period January 1, 2004 – January 1, 2007. (11/03) Board authorized transfer of Fund Year 2000 liability to the Residual Claims Fund. (6/04) Board authorized transfer of Fund Year 2001 liability to the Residual Claims Fund. (6/05) Board authorized transfer of Fund Year 2002 liability to the Residual Claims Fund. (6/06) Fund approves renewing membership for 1/1/07 through 1/1/10. (9/06) Board authorized transfer of Fund Year 2003 liability to the Residual Claims Fund. (6/07) Board authorized transfer of Fund Year 2004 liability to the Residual Claims Fund. (6/08). Board authorized transfer of Fund year 2005 (6/09) Board authorized transfer of Fund year 2006 to the RCF(6/10). Board authorized transfer of Fund year 2007 to the RCF(6/11). Board authorized transfer of 2008 Fund year to the RCF(6/12). Fund approves membership renewal in the RCF effective 1/1/13(9/12). Fund authorized transfer of 2009 Fund year to RCF(6/13). Fund Authorized transfer of 2010 fund year liabilities to RCF(6/14)Fund authorizes transfer of 2011 fund year liabilities to the RCF(6/15)

- R5. Fund approves Commissioner William Close as Fund Representative for the Residual Claims Fund. (1/96) (12/97)(12/98) (12/99) (12/00) (11/03)(12/05)
- R6. Fund approves amendment to bylaws of the Municipal Excess Liability Residual Claims Fund. (7/98)
- R7. Fund approves replacement coverage for Garfield and Secaucus for buildings over 50 years. (11/00)
- R8. Fund adopts "Right To Know" Request Form (9/02).
- R9. Claims Administrator authorized to destroy records for claims incurred during the period of January 1992 through December 1996. (7/03) Claims Administrator authorized to destroy records for claims incurred during the period of January 1997 through November 2000 for closed workers' compensation and January 1, 1997 through November 30, 1999 for closed liability. (1/07). Motion approving the Fund TPA's request to dispose of closed claim files covering a period from 12/31/01 to 3/31/02 for liability files and file same with the State. (7/09).
- R10. Board adopted Resolution indicating Fund's commitment to spread awareness and to promote racial and ethnic equality in cities. (9/06)
- R11. Motion authorizing the Suburban Essex JIF to issue a Request for Qualifications for professional service positions with the exception of Fund Auditor for the 2010, 2011, and 2012 fund years pursuant to the Fair and Open process and to N.J.S.A 19:44A-20.4 ET. SEQ. using prior established criteria. (10/09). Fund authorized release of RFQ for professionals for 1/1/13-12/31/15 terms(9/12) Fund authorized release of an RFQ for Cybersecurity Awareness Training for its members.(3/17)
- S1. South Orange joins Fund effective 7/10/92. (6/92) Fund ratifies coverage for South Orange Parking Authority. (6/00) Fund approves including Directors & Officers Coverage for Parking Authority. (6/00) Fund approves waiving interest of balance due of South Orange assessment (2/01)
- S2. Waiver granted to Safety Director to allow him to solicit members for defensive driving instruction. (9/92) Safety Director allowed to distribute Reinhart Associates brochure (2/95).
- S3. Commissioners deny Secaucus request to have Fund handle subrogation claims that fall below \$1,000 deductible. (9/93)
- S4. At the request of Fund Attorney, Defense atty fee adjustment authorized –Secaucus (3/11).
- S4. Old Stone House in South Orange insured for debris removal only. (12/93)
- S5. Safety Director 1994 contract amended reducing number of inspections from 3 to 2. (6/94) Authorized inclusion of dedicated unit in 1997 contract (12/95). Safety contract with Joseph J. Reinhart terminated effective 3/31/97. Contract with PMK Group effective 4/1/97. (2/97)Fund approved PMK meeting with each member re status of regulatory compliance. (5/01) Board approved fee amendment for PMK. (2/04) Board amends Safety Director contract to include the cost of parks and playground inspections(5/11) Fund authorized fee not to exceed (\$25,000)for playground/park inspections(9/11). Steven Rovell appointed Fund Secretary, David Drumeler resigned (10/16)
- S6. Commissioners pass resolution permitting MEL to act as lead agency and to pay on behalf of the Fund the ordinary costs of conducting an examination. (11/94) Fund authorizes Chairman Cocchiola to sign response letter to DOI re 1993 Fund Year State Audit. State Examination accepted by the Board (9/02).2013 State examination approved by the Fund (1/16)
- S7. Fund approves Resolution 13-96 supporting Senate Bill #488 designed to amend NJ Torts Claims Act. (5/96)
- S8. Fund approves Skateboard Guidelines for inclusion in Policy & Procedures Manual. (4/97)

- S9. Fund adopts Resolution 15-98 in support of Senate Bill 166, which provides immunity from liability for certain recreational activities, and from injuries caused by acts of God. (4/98)
- S10. Fund approves Resolution 27-98 supporting Senate Bill #1424 to strengthen a public entity's immunity for damages resulting from computer failure in certain cases due to Y2K problem. (9/98)
- S11. Fund approves Resolution 28-98 supporting Senate Bill #1092 to permit special emergency appropriation ordinance for creation or updating of sanitary or storm system map. (10/98)
- S12. Fund did not approve a request from Secaucus for a one-year membership in the Fund. (10/00)
- S13. Fund granted Underwriter authority to bind coverage for Affordable Housing Board & Leased Housing Corporation if need prior to next meeting. (5/01)
- S14. Fund adopts Resolution 27-01 to join SPELL JIF. (10/01) Fund appointed Philip Casale to serve as Fund Commissioner in the SPELL JIF for 2002. (11/01) John Sineaglia as second SPELL Fund Representative with Dennis O'Block as his alternate (1/02). James Mallen appointed as SPELL Fund representative (6/02). (1/03) James Mallen appointed as SPELL Fund representative and Dennis Oblack as the alternate (1/04). Board renews membership in the SPELL Fund for the period of 7/1/04 through 7/1/07. (5/04). Dennis Oblack appointed as SPELL representative. (7/04) Board renews membership in the SPELL Fund for the period of 7/1/07 through 7/1/10. (6/04). Board renews membership in the SPELL Fund for the period of 7/1/10-6/30/13(5/10). Revision of membership term dates for school board members from January 1 to July 1 to coincide with SPELL Fund renewal.(7/14)
- S15. Fund memorialized telephone poll to approve Fund's contribution of \$500 to Susan D. Murray Scholarship Fund (RMC for South Orange killed in World Trade Center 9/11/01.) 10/01
- S16. The Board votes to participate in the MEL Safety Institute (1/02).
- S17. MEL Report indicates legislative change that will now allow the Joint Insurance Fund to provide statutory position bond coverage. (3/06). Underwriting Manager distributed bulletins concerning the MEL coverage for statutory bond positions beginning in 2007. (10/06)
- S18. Coverage for South Orange's Recreation & Cultural Affairs Department sponsorship of the "Singularity in the Communal Tide" exhibition at Pierro approved for aggregate total of displayed artwork is \$649,000.
- S19. Motion accepting property coverage in the amount of \$11 Million for the Secaucus Recreation Center. (2/09).
- S20. Fund adopts Resolution #6-13 authorizing Claims Administrator to release of up to \$100,00 per location/property for approved covered claims related to Super Storm Sandy(1/13)
- T1. Commissioners support A-1712, which would extend certain immunities to municipal employees under the Tort Claims Act. (11/92)
- T2. Nisivoccia & Company authorized to prepare Tax Determination Letter at a cost not to exceed \$1,700. (7/94)
- T3. In order to pay outstanding expenditures for 1993 administrative account, \$3,590 for WIZ bill transferred to 1994 budget. (7/94)
- T4. Fund approves resolution authorizing 1993 transfer of \$431 from General & Administrative, \$105,294 from Loss Fund Contingency; to be distributed as follows: \$50,000 to Property and \$55,725 to General Liability. (12/94)
- T5. Fund approves purchase of computer and software for Treasurer \$5,602.94. (6/97)
- U1. Fund approved appointing Conner Strong Insurance Services as Underwriter and eliminating the Risk Manager Clause to go along with the MEL decision.. (9/00)

- VI. Fund honors memory of David Vozza/Resolution #20-10(7/10)
- W1. Commissioners indicate West Orange does not meet underwriting requirements for admission into Fund. (12/93)
West Orange inquired about JIF membership (10/02). West Orange inquired about JIF membership. Meeting will be scheduled for December if submission is completed by town. (10/06).
- W2. Fund authorized binding of West Paterson if they requested and waived application fee.
- W3. Board asked Fund Professionals to implement the "Focus Claim Procedure". Procedure provides greater communication and investigation on claims meeting certain criteria, such as, expected lost time in excess of six weeks. (2/05)
- W4. Board adopted Transitional Duty Policy. (2/05)(3/05)