

**RESOLUTION NO. 01-23****GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**

(Hereinafter referred to as the "Fund")

**CERTIFYING THE ELECTION OF  
CHAIRPERSON AND SECRETARY**

BE IT RESOLVED, by the Governing Body of the Fund that the following persons have been elected as Chairperson and Secretary:

Chairman – \_\_\_\_\_ – Member

Secretary – \_\_\_\_\_ – Member

BE IT FURTHER RESOLVED that the Chairperson and Secretary shall serve for the year 2023 and until their successors shall be elected and qualified.

ADOPTED:

This day before the Governing Body,

\_\_\_\_\_  
Chairman – \_\_\_\_\_  
Date

January 25<sup>th</sup>, 2023

\_\_\_\_\_  
Secretary – \_\_\_\_\_  
Date

January 25<sup>th</sup>, 2023

**RESOLUTION NO. 02-23****GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**

(Hereinafter referred to as the "Fund")

**CERTIFYING THE ELECTION OF  
EXECUTIVE COMMITTEE**

BE IT RESOLVED, by the Governing Body of the Fund that the following persons have been elected to the Fund Executive Committee:

Chairman – _____	– Member
Secretary – _____	– Member
Member – _____	– Member
Member – _____	– Member
Member – _____	– Member
Member – _____	– Member
Member – _____	– Member
Member – _____	– Member
Member – _____	– Member
Alternate – _____	– Member

BE IT FURTHER RESOLVED that the Executive Committee members shall serve for the year 2023 and until their successors shall be elected and qualified.

ADOPTED:

This day before the Governing Body,

_____	January 25 <sup>th</sup> , 2023
Chairman –	Date

_____	January 25 <sup>th</sup> , 2023
Secretary –	Date

**RESOLUTION NO. 03-23****GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**  
(Hereinafter referred to as the "FUND")**ESTABLISHING PUBLIC MEETING PROCEDURES**

**WHEREAS**, the FUND must establish meeting procedures for Fund Year 2023, and

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Fund Commissioners of the FUND that:

- I.** The Board of Fund Commissioners shall conduct Public Meetings via online Microsoft and at the APA Hotel Woodbridge at Metro Park, 120 Wood Avenue South, Suite 1, Iselin, NJ 08830 and such other locations as may be necessary, to conduct the official business of the FUND on the fourth Wednesday of every month at 11:00 a.m. for the **2023 Fund Year** (unless noted otherwise).
- II.** The following are hereby designated the official newspaper(s) of the Fund:
- Newark Star Ledger  
The Times of Trenton
- III.** The FUND Administrator or designated assistant shall provide notice of any and all meetings, including special or emergency meetings, to each official newspaper and shall issue all official notices required to be published in at least one of the official newspapers.

**ADOPTED:** *this day by the Board of Fund Commissioners.*

\_\_\_\_\_  
Chairman –

\_\_\_\_\_  
January 25<sup>th</sup>, 2023  
Date

\_\_\_\_\_  
Secretary –

\_\_\_\_\_  
January 25<sup>th</sup>, 2023  
Date

**RESOLUTION NO. 04-23**

**GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**  
(Hereinafter referred to as the "FUND")

**AMENDING THE FISCAL MANAGEMENT PLAN**  
**FOR THE 2023 FUND YEAR**

**WHEREAS,** THE FUND is duly constituted as a Municipal Joint Insurance Fund, as permitted under the laws promulgated by the State of New Jersey, (N.J.S.A. 40A-36, et seq.); and

**WHEREAS,** THE FUND is subject to the requirements contained within the Local Fiscal Affairs Law (N.J.S.A. 40A-5, et seq.); and

**NOW, THEREFORE BE IT RESOLVED,** by the FUND's Board of Fund Commissioners that:

- I. The following financial institution(s) are hereby declared as the FUND's Official Depositories for 2023:

TD Bank

- II. All funds for Administrative Expenses, Claims, Reinsurance, Dividends and Miscellaneous Expenses, shall be withdrawn from the Officially named Depository(ies) by check, which shall bear the signatures of two (2) of the following persons, duly authorized pursuant to this Resolution. In no event shall a check be issued wherein at least one signatory is not the Chairperson or Treasurer. In addition, upon approval of such disbursements by the Fund Commissioners, funds may be withdrawn for payment via electronic transfer.

\_\_\_\_\_, \_\_\_\_\_, Chairperson

\_\_\_\_\_, Patrick DeBlasio, Treasurer

\_\_\_\_\_, Jonathan Hall, Executive Director

\_\_\_\_\_, Steven Strauss, CFO, NIP Management Services, LLC

- III. The Cash and Investment Policy attached herewith, shall be adopted.
- IV. SLC Management dba: Prime Advisors, Inc. (DBA SLC Management) shall be the FUND's asset manager and advisor.

- V. The Fund will secure a line of credit against the investment portfolio. The purpose of the line will be to provide for options in Fund cash administration and used for any purpose that will be financially advantageous to the Fund.
- VI. The rate of interest assessed by the Fund, for delinquent assessments shall be ten (10) percent per annum, from the due date for any such assessment with a grace period for the first (1<sup>st</sup>) assessment installment paid to be February 15, the second (2<sup>nd</sup>) assessment installment paid to be May 15, and the third (3<sup>rd</sup>) assessment installment paid to be August 15.
- VII. Certifying and Approval Officer for all FUND expenses shall be the FUND's Executive Director.

**ADOPTED: *this day before the Board of Fund Commissioners:***

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

January 25<sup>th</sup>, 2023

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

January 25<sup>th</sup>, 2023

## 2022 CASH MANAGEMENT AND INVESTMENT POLICY

### 1.) Cash Management and Investment Objectives

The Garden State Municipal Joint Insurance Fund (hereinafter referred to as the FUND) objectives in this area are:

- a.) Preservation of capital.
- b.) Adequate safekeeping of assets.
- c.) Maintenance of liquidity to meet operating needs, claims settlements and dividends.
- d.) Diversification of the FUND's portfolio to minimize risks associated with individual investments.
- e.) Maximization of total return, consistent with risk levels specified herein.
- f.) Investment of assets in accordance with State and Federal laws and Regulations.
- g.) Accurate and timely reporting of interest earnings, gains and losses by line of coverage in each Fund year.
- h.) Where legally permissible, two or more JIF's may participate in a Joint Cash Management and Investment Program (JCMI Program) subject to a single cash management plan, provided that approval must be received on an annual basis by the Commissioners of the Department of Community Affairs and Banking and Insurance, respectively.
- i.) Stability in the value of the FUND's economic surplus.

### 2.) Permissible Investments

Investments shall be limited to the following:

- a.) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America.
- b.) Any federal agency or instrumentality obligation authorized by Congress that matures within 397 days from the date of purchase and has a fixed rate of interest not dependent on any index or external factors.
- c.) Bonds or other obligations of the local unit or bonds or other obligations of school districts of which the local unit is a part or within which the school district is located; or
- d.) Bonds or other obligations, having a maturity date not exceeding 397 days, approved by the Division of Investment of the Department of Treasury for investment by local units.

- e.) Debt obligations of federal agencies or government corporations with maturities not greater than twenty (20) years from the date of purchase, excluding mortgage backed obligations, providing that such investments are purchased through the New Jersey Division of Investment and are consistent with the Division's own investment guidelines, and providing that the investment has a fixed rate of interest not dependent on any index or external factors.
- f.) Repurchase agreements of fully collateralized securities, subject to rules and conditions established by the N.J. Department of Community Affairs.
- g.) Bonds, notes, or other obligations issued by an agency or corporation of the federal government or a governmental agency established under the laws of this State, provided that the (issuer) is not in default as to the payment of principal or interest upon any of its outstanding obligations, and provided further that the bonds, notes or other obligations are purchased at fair market value, guaranteed as to interest and principal, and have a credit rating of **A3** or higher by Moody's Investor Services, Inc., **A-** or higher by Standard and Poor's Corporation and **A-** or higher by Fitch Ratings, except that two of the three ratings is sufficient.

No investment or deposit shall have a maturity longer than twenty (20) years from date of purchase, unless the fund seeks prior approval from the Department of Banking and Insurance and the Division of Local Government Services in the Department of Community Affairs to enter into a longer-term investment of longer duration.

### **3.) Authorized Depositories**

In addition to the above, the FUND is authorized to deposit funds in certificates of deposit and other time deposits in banks covered by the Governmental Unit Depository Protection Act, NJSA 17:9-14 et seq. (GUDPA). Specifically authorized depositories are as follows:

TD Bank

The FUND is also authorized to invest its assets in the New Jersey Cash Management Fund.

### **4.) Authority for Investment Management**

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

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

In executing investments, asset managers shall minimize transaction costs by purchasing securities on a competitive basis. When possible, federal securities shall be purchased directly from the US Treasury. Transactions shall not be processed through brokerages which are organizationally affiliated with the asset manager. Transactions may also be processed through the New Jersey Division of Investment by the Fund's asset managers.

**5.) Preservation of Capital**

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

**6.) Safekeeping**

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

**7.) Selection of Asset Managers, Custodial Banks and Operating Banks**

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

**8.) Reporting**

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

The Treasurer shall report to the Executive Committee at all regular meetings on all investments. This report shall include information on the balances in all bank and investment accounts, and purchases, sales, and redemptions occurring in the prior month.

**9.) Audit**

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

**10.) Cash Flow Projections**

Asset maturity decisions shall be guided by cash flow factors payout factors supplied by the Fund Actuary and reviewed by the Executive Director and the Treasurer.

**11.) Cash Management**



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

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

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

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

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

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

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

**RESOLUTION NO. 05-23**

**GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**  
(Hereinafter referred to as the "FUND")

**ESTABLISHING A FUND RECORDS PROGRAM**

**WHEREAS:** The FUND must establish a formal record retention program for the 2023 Fund Year.

**NOW, THEREFORE BE IT RESOLVED,** by the FUND's Board of Fund Commissioners that:

**I.** \_\_\_\_\_, **Fund Secretary** is hereby designated as custodian of the FUND records, which shall be kept at the office of the Fund Administrator, located at:

NIP Group, Inc.  
900 Route 9 North, Suite 503  
PO Box 39  
Woodbridge, NJ 07095

**II.** Jonathan Hall, President for NIP Management Services, LLC is hereby designated as **Assistant Fund Secretary**.

**III.** The firm of McManimon, Scotland & Bauman, LLC ("MSB") is hereby designated as **Deputy Custodian** of the FUND records.

**IV.** The records of the FUND shall be retained in accordance with the municipal records retention schedule as promulgated by the New Jersey Division of Archives and Records Management, and/or otherwise specified by the New Jersey Department of Insurance and Community Affairs.

**V.** Each fund professional and service organization shall have the duty and obligation to maintain such records as are entrusted to him/her and to relinquish such records to the Fund Secretary upon termination of services or otherwise upon request.

**ADOPTED:** *this day by the Board of Fund Commissioners*

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
January 25<sup>th</sup>, 2023  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
January 25<sup>th</sup>, 2023  
Date

**RESOLUTION NO. 06-22****GARDEN STATE MUNICIPAL JOINT INSURANCE FUND  
(Hereinafter referred to as the "Fund" or the "GSMJIF")****ESTABLISHING THE 2023 PLAN OF RISK MANAGEMENT**

**BE IT RESOLVED** by the Fund's Board of Commissioners that the 2023 Plan of Risk Management shall be:

***2023 RISK MANAGEMENT PLAN*****1) The perils or liability to be insured against.**

The following coverages are provided to the Fund's members.

- ☐ **Excess Workers' Compensation**
- ☐ **Excess General Liability**
- ☐ **Excess Auto Liability**
- ☐ **Excess Public Officials Liability (including Errors & Omissions, Employment Practices and Sexual Harassment)**
- ☐ **Excess Law Enforcement Activities Liability**
- ☐ **Excess Employee Benefits Liability**
- ☐ **Property (including Auto Physical Damage)**
- ☐ **Boiler & Machinery**
- ☐ **Crime (with Statutory Position Bonds)**
- ☐ **Non-Owned Aircraft Liability**
- ☐ **Cyber Liability**
- ☐ **Disaster Management Services**
- ☐ **Pollution & Tank Liability (on an optional basis)**
- ☐ **Marina Operators Package (on an optional basis)**
- ☐ **Unmanned Aircraft Systems (on an optional basis)**

## 2) **The limits of coverage.**

### **a) Workers' Compensation**

The GSMJIF covers excess claims to the following limits:

- ☐ Workers' Compensation - Statutory inclusive of Member deductible/SIR (Per SIR Exhibit on file with the Administrator's office). The minimum Fund retention is \$1,000,000 inclusive of Member deductible/SIR.
- ☐ Employer's Liability - \$15,000,000 in excess of Member deductible/SIR (as on file with the Administrator's office). The minimum Fund retention is \$1,000,000 inclusive of Member deductible/SIR.
- ☐ USL&H – included in Workers' Compensation (for damages arising out of NJ State Law).
- ☐ Maritime Coverage /Jones Act - included in Employer's Liability.

### **b) General Liability**

The GSM JIF covers excess liability claims as follows:

- ☐ General Liability - \$15,500,000 per occurrence, or in the aggregate per Member per Fund year, inclusive of Member deductible/SIR (Per SIR Exhibit as on file with the Administrator's office).
  - **Includes Sexual Abuse & Molestation Liability**
- ☐ The minimum Fund retention for all General Liability & related coverages is \$500,000 inclusive of Member deductible/SIR (Per SIR Exhibit on file with the Administrator's office).

### **c) Automobile Liability**

The GSMJIF covers Automobile Liability claims as follows:

- ☐ Automobile Liability - \$15,500,000 any one occurrence, inclusive of Member deductible/SIR (Per SIR Exhibit on file with the Administrator's office), subject to the following sublimits:
  - Automobile Medical Payments: \$5,000 for each insured.
  - Uninsured Motorists/ Underinsured Motorists: Minimum coverage amounts of \$15,000 for single person injuries. \$30,000 for injuries of all persons involved in an accident. \$5,000 for property damage.

- No Fault Insurance (PIP): NJ minimum statutory limits.
- ☐ The minimum Fund retention for all Automobile Liability coverage is \$500,000, inclusive of Member deductible/SIR.

**d) Public Officials Liability (POL)**

- ☐ The GSMJIF covers \$15,500,000 per occurrence and in the aggregate on a claims-made basis per Member for each Fund year, inclusive of Member deductible/SIR and coinsurance payments (per SIR Exhibit on file with the Administrator's office).
- ☐ Public Officials Liability coverage includes:
  - a. Errors & Omissions**
  - b. Employment Practices Liability**
  - c. Sexual Harassment Liability**
- ☐ The minimum Fund retention for POL is \$500,000, inclusive of Member deductible / SIR / coinsurance.

**e) Employee Benefits Liability**

The GSM JIF covers Employee Benefits Liability claims as follows:

- ☐ Employee Benefits Liability - \$15,500,000 per claim, or in the aggregate per Member per Fund year, inclusive of Member deductible/SIR
- ☐ The minimum Fund retention is \$500,000, inclusive of Member deductible/SIR / coinsurance. Member's deductible/SIR is the same as the General Liability deductible /SIR (Per SIR Exhibit on file with the Administrator's office).

**g) Law Enforcement Activities Liability**

- ☐ The GSMJIF covers \$15,500,000 per occurrence, and in the aggregate per Member for each Fund year, inclusive of Member deductible/SIR (per SIR Exhibit on file with the Administrator's office).
- ☐ The minimum Fund retention for all Law Enforcement Activities Liability claims is \$500,000, inclusive of Member deductible/SIR.

## **h) Property**

- ☐ The GSMJIF has purchased Property insurance with total limits of \$350,000,000
  - A sublimit of \$25,000,000 (annual aggregate) for the peril of Flood, except as follows:
    - \$2,500,000 as respects Zone A and V locations
  - Other sublimits are per the excess policy form.
- ☐ The Fund retention is \$100,000, except as follows:
  - Named Windstorm in 'high hazard' (Tier 1) counties– 2% of total insurable values per unit affected, subject to a minimum of \$250,000 per location affected. Tier 2 counties: \$250,000 per occurrence.
  - Flood - \$500,000 per location for Zones A and V locations.  
/ \$1,000,000 maximum/ occur. All Other Zones: \$100,000 per location/  
\$250,000 maximum/ occur.
  - \$250,000 for 'Wave Wash'
  - Vehicles with RCV greater than \$750,000- \$250,000 per occurrence.
  - \$500,000 per occurrence for Unscheduled Infrastructure (as defined in policy).
  - Other retentions are as per excess policy form.
- ☐ Limits, sublimits and deductibles are inclusive of Member deductible/SIR (per SIR Exhibit on file with the Administrator's office).
- ☐ Automobile Physical Damage: Included in property limit, The Fund retention is the first \$100,000 of any automobile physical damage loss inclusive of Member deductible/SIR (per SIR Exhibit on file with the Administrator's office).
- ☐ Vehicles manufactured 10 or more years prior to current membership year, with an original cost new of less than \$50,000, are not covered for physical damage. This exclusion may be waived on a Member-by-Member basis, subject to Underwriting.

## **i) Boiler & Machinery**

- ☐ The GSMJIF has purchased Boiler & Machinery insurance with coverage at limits of \$100,000,000, inclusive of Member deductible/SIR (per SIR Exhibit on file with the Administrator's office).

- ☐ Sublimits are per the excess policy form.
- ☐ The Fund retention is \$25,000 plus tiers for larger power and boiler units, from \$50,000 through \$350,000 inclusive of Member deductible/SIR (per SIR Exhibit on file with the Administrator's office).

**j) Crime (with Statutory Position Bonds)**

- ☐ The GSMJIF has purchased Crime insurance with limits of \$1,000,000 for Employee Dishonesty & related perils
- ☐ The Fund retention is \$10,000, including the Member deductible of \$1,000.
- ☐ The GSMJIF has extended its Crime insurance to include Statutory Position Bonds on file with the Insurer, with limits of \$1,000,000. There is no Fund retention or deductible for this extension. Higher limits are provided where required, subject to underwriting acceptance by the insurer.

**k) Non-Owned Aircraft Liability**

- ☐ The GSMJIF has purchased Non-Owned Aircraft Liability insurance with limits of \$5,000,000/ Occurrence & Policy Aggregate. The Fund retention is -0-, and there is no Member deductible.

**l) Cyber Liability**

- ☐ The GSMJIF has purchased Cyber Liability insurance with an annual aggregate limit of \$3,000,000 per Member on most coverages and Fund-wide annual aggregate limit of \$45,000,000. However, Breach Response and Security Breach are sub-limited at \$1.5M and \$1.125M, respectively.
- ☐ Coverage includes a \$3M - Data Network Liability, Regulatory Defense and Penalties, Website Media Content Liability, PCI Fines. \$1.125M - Cyber Extortion, & Data Recovery Costs, and First Party Coverages – Business Interruption System Failure - \$750K; Dependent Business Security Breach - \$1.125M; Dependent Business System Failure - \$150k. Crime includes Fraudulent Instruction@\$112,500, Funds Transfer Fraud@\$112,500, Telephone Fraud@\$112,500 and Criminal Reward@\$25,000.
- ☐ The Fund retention and Member deductible:
- ☐ Member deductible is \$25,000 per claim
- ☐ \$50K Per claim for each member with total insured property value (TIV) up to \$250M
- ☐ \$100K Per claim for each member with total insured property value (TIV) between \$250M and \$750M.

**m) Disaster Management Services Insurance**

- ☐ The GSMJIF has purchased Disaster Management Services Insurance with limits of \$10,000,000 per occurrence subject to an annual aggregate limit (Fund-wide) of \$20,000,000.



- ☐ The cost of the services is insured; no Fund retention or Member deductible.

**n) Site Pollution Liability**

- ☐ The GSMJIF has made available separate optional Pollution Liability insurance outside of the Fund budget for participating Members, with limits of \$1,000,000/ Pollution Incident, \$3,000,000 Per Member Aggregate Limit and \$25,000,000 Policy Aggregate Limit, subject to a Member deductible of \$25,000/Incident. There is no Fund retention.

**o) Underground Storage Tank Liability**

- ☐ The GSMJIF has made available separate optional Underground Storage Tank Liability insurance outside of the Fund budget for participating Members, with limits of \$1,000,000/ Incident and an Aggregate Limit that varies by policy, subject to a \$1,000,000 Legal Defenses Aggregate Limit, inclusive of Member deductible/SIR (per SIR Exhibit on file with the Administrator's office). The Fund is not party to this insurance and there is no Fund retention.

**p) Marina Operators Package**

- ☐ The GSMJIF has purchased, outside of the Fund budget, Marina Operators Liability Package insurance for participating members, with \$5,000,000 Limits for Liability/ Protection & Indemnity, and Hull limits per a Schedule of Vessels, subject to the Member deductible (per SIR Exhibit on file with the Administrator's office). There is no Fund retention.

**q) Unmanned Aircraft Systems Liability & Hull**

- ☐ The GSMJIF has made available separate optional Unmanned Aircraft Systems insurance outside of the Fund budget for participating Members, with limits of \$1,000,000/ Occurrence Aircraft Liability, and Hull limits per a schedule of Aircraft and Equipment, subject to the Member deductible (per SIR Exhibit on file with the Administrator's office). There is no Member deductible for Liability. There is no Fund retention.

**3) The amount of unpaid claims to be established.**

- a) The general reserving philosophy is to set reserves based upon the probable total cost of the claim at the time of conclusion. Historically, on claims aged eighteen (18) months, the Fund expects the claims servicing company to set reserves at 85% accuracy. The Fund also establishes reserves recommended by the Fund's actuary for claims that have been incurred but not yet reported so that the Fund has adequate reserves to pay all claims and allocated loss adjustment expense liability.

- b) Claims reserves are subject to regular review by the Fund's Executive Director/Administrator, Actuary, Attorney, Executive Committee and claims servicing company. Reserves on large or unusual claims are also subject to review by the claims departments of the commercial insurance companies or reinsurance companies providing primary or excess coverages to the Fund.

**4) The method of assessing contributions to be paid by each member of the Fund.**

- a) By November 15th of each year, the actuary computes the probable net cost for the upcoming Fund year by line of coverage and for each prior Fund year. The actuary includes all budget items in these computations. The annual assessment of each participating municipality is its pro rata share of the probable net cost of the upcoming Fund year for each line of coverage as computed by the actuary.
- b) The calculation of pro rata shares is based on each municipality's experience-modified manual premium for that line of coverage. The total amount of each member's annual assessment is certified by majority vote of the Fund's Executive Committee or Board of Commissioners at least one (1) month prior to the beginning of the next fiscal year (usually at the GSMJIF's budget hearing).
- c) The treasurer deposits each member's assessment into the appropriate accounts, including the administrative account, and the claim or loss retention trust fund account by Fund year for each type of coverage in which the member participates.
- d) If a local unit becomes a member of the Fund or elects to participate in a line of coverage after the start of the Fund year, such participant's assessments and supplement assessments are reduced in proportion to that part of the year which had elapsed.
- e) The Fund's Executive Committee may by majority vote levy upon the participating municipalities additional assessments wherever needed or so ordered by the Commissioner of Insurance to supplement the Fund's claim, loss retention or administrative accounts to assure the payment of the Fund's obligations. All supplemental assessments are charged to the participating municipalities by applicable Fund year and shall be apportioned by the year's assessments for that line of coverage.
- f) Should any member fail or refuse to pay its assessments or supplemental assessments, or should the Fund fail to assess funds required to meet its obligations, the chairman or in the event by his or her failure to do so, the custodian of the Fund's assets, shall notify the Commissioner of Insurance and the Director of Community Affairs. Past due assessments shall bear interest at the rate established annually by the Fund's Executive Committee or Board of Commissioners.

**5) Procedures governing loss adjustment and legal expenses.**

- a) The Fund engages claims service companies to handle all claims. The performance of the claims adjusters is monitored and periodically audited by the Fund

Administrator/Executive Director's office, the GSMJIF's attorney's office, as well as the claims department of the GSMJIF's major insurers/reinsurers. Every three years, the GSMJIF's internal auditors also conduct an audit.

i) For Workers' Compensation claims, the Fund has engaged Qual-Lynx, Inc. as its approved claims service company.

(1) The following members, with the approval of the Fund, have selected a claims service company other than the Fund's appointed claims service company for Workers' Compensation claims ONLY:

- (a) Township of Bloomfield
- (b) City of Linden
- (c) Town of Morristown
- (d) Township of North Bergen
- (e) Township of Parsippany-Troy Hills
- (f) Township of Roxbury

(2) For any other member(s) not listed in 5) a) i) (1) et seq., in order to be eligible to select a claims service company for Workers' Compensation claims, other than the Fund's appointed claims service company, the member shall assume a self-insured retention of no less than \$25,000 per Occurrence and obtain written approval from the Fund Administrator prior to issuing any Requests for Qualifications or Requests for Proposals for such services.

ii) For all claims other than Workers' Compensation, the Fund has engaged NIP Management Services, Inc. (NIP) as its claims service company. No member selection of claims service company for claims other than Workers' Compensation is permitted.

iii) All claims service companies, including member-selected, are subject to approval by the Fund Administrator and must adhere to all guidelines as promulgated by the Fund Administrator's office and the applicable insurance carrier(s).

b) Each member local unit is provided with a claims reporting procedure and appropriate forms.

c) To provide for quality defense and control costs, the Fund has established an approved defense attorney panel with firms that specialize in Title 59 matters. Any member that carries a self-insured retention may appoint an approved defense attorney of its choice to the panel for purposes of defense of claims within that self-insured retention. The performance of the defense attorneys is overseen by NIP and the Fund Litigation Managers, as well as the various firms that audit the claims adjusters.

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

- a) Excess Workers' Compensation - The GSMJIF has purchased an excess specific Workers' Compensation policy from Safety National Group, Berkley Public Entity and Great American:
  - i) Workers' Compensation – Statutory in excess of \$1,000,000 Fund retention.
  - ii) Employer's Liability - \$15,000,000 in excess of \$1,000,000 Fund retention.
  - iii) USL&H - included in Workers' Compensation (for damages arising out of NJ state law).
  - iv) Merchant Marine Act / Jones Act- Included in Employer's Liability.
- b) Excess Liability - The GSMJIF has purchased excess General Liability, Automobile Liability, Law Enforcement Liability, Public Official's Liability and Employee Benefits Liability insurance from Safety National Group, Berkley Public Entity and Great American:
  - i) Excess General Liability - \$15,000,000 in excess of \$500,000 retention.
  - ii) Excess Automobile Liability- \$15,000,000 CSL in excess of \$500,000 retention.
  - iii) Excess POL and EPL (Claims-Made) - \$15,000,000 in excess of \$500,000 retention
  - iv) Excess Law Enforcement Activities Liability - \$15,000,000 in excess of \$500,000 retention
  - v) Excess Employee Benefits Liability (Claims Made) - \$15,000,000 in excess of \$500,000 retention
  - vi) Loss corridor – GSMJIF will retain up to \$500,000 per loss subject to a maximum of \$2,000,000 in the aggregate per annum of losses otherwise recoverable under coverages b) i) through v)
  - vii) Limits and retentions for b) i) through v) apply on a per member basis, however GSMJIF has purchased clash coverage so that the largest single retention per occurrence will apply, inclusive of workers compensation
- c) Property - The GSMJIF has purchased Property insurance (including Auto Physical Damage) from APIP at a limit of **\$600,000,000**, exceeding the probable maximum loss exposure of the Fund members.
- d) Boiler & Machinery - The GSMJIF has purchased Boiler & Machinery insurance from APIP, at a limit of \$100,000,000, exceeding the probable maximum loss exposure of the Fund members.
- e) Crime/ Statutory Position Bond - The GSMJIF has purchased Crime/ Statutory Position Bond insurance from Fidelity & Deposit Insurance Company, at a limit of \$1,000,000.
- f) Non-Owned Aircraft Liability - The GSMJIF has purchased Non-Owned Aircraft Liability insurance from Global Aerospace, Inc. at a limit of \$5,000,000.
- g) Cyber Liability - The GSMJIF has purchased Cyber Liability insurance from APIP (Beazley & XL) at an annual aggregate limit of \$3,000,000.

- h) Disaster Management Services - The GSMJIF has purchased Disaster Management Services Insurance with limits of \$10,000,000 per occurrence subject to an annual aggregate limit (Fund-wide) of \$20,000,000. The insurance is provided by XLC Syndicate 2003 (Lloyd's of London).
- i) Site Pollution Liability - The GSMJIF has made available optional Site Pollution Liability insurance outside the GSMJIF budget for participating Members from the Allied World Assurance Company, at limits of \$1,000,000 per Pollution Incident, \$3,000,000 per Member Aggregate Limit, and a Fund-wide Aggregate Limit of \$25,000,000.
- j) Underground Storage Tank Liability - The GSMJIF has made available optional Underground Storage Tank Liability insurance outside the GSMJIF budget for participating Members from the ACE American Insurance Company, for participating Members, with limits of \$1,000,000/ Incident and an Aggregate Limit that varies by policy, subject to a \$1,000,000 Legal Defenses Aggregate Limit, inclusive of Member deductible/SIR (per SIR Exhibit on file with the Administrator's office).
- k) Marina Operators Package – The GSMJIF has purchased outside the GSMJIF budget, optional Marina Operators Package insurance for participating members from the Atlantic Specialty Insurance Company at limits of \$5,000,000 Limits for Liability/ Protection & Indemnity, and Hull limits per a Schedule of Vessels
- l) Unmanned Aircraft Systems Insurance – The GSMJIF has purchased outside the GSMJIF budget, optional Unmanned Aircraft Systems insurance for participating members from Global Aerospace, Inc. at limits of \$1,000,000 Limit for Aircraft Liability, and Hull limits per a Schedule of Aircraft and Equipment.

**Please Note:** The GSMJIF follows the policy forms of its excess insurers in determining coverage for its retained layers (SIRs) noted in Section 2. In the event that the excess insurer determines that no coverage exists for all or part of a claim made against or by a Member of the GSMJIF, the Member shall be responsible for all or a portion of any uncovered claims expense, indemnity settlement or other costs associated with such claim. Please also note that the coverage descriptions herein, in all particulars, are superseded by the applicable policy wordings including all limits, terms, conditions, exclusions and endorsements. This document is not intended to be all-inclusive, and does not alter, amend or change the Fund's coverage. Please refer to specific policies for limits, terms, conditions and exclusions.

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

- a) The Fund adopts a resolution closing the year and transfers all remaining assets to the closed Fund year account. This amount is allocated by member local units using the same procedure as is used to calculate a dividend. Each month, interest is credited to the closed Fund year account by member.

- b) Each year, the Fund's Executive Committee will determine if a dividend is appropriate from the closed Fund year account and will make application to the Department of Insurance as appropriate. Further, in the event an open Fund year incurs a deficit, the Fund's Executive Committee will consider an inter-year transfer from the closed Fund year account to offset the deficit. In either case, the dividend or inter-Fund year transfer will be calculated on a member by member basis.
- c) A member may apply to the Fund's Executive Committee for a return of that member's remaining share of the closed Fund year account when five (5) years have passed since the last Fund year in which the member participated has been closed. The Fund's Executive Committee will decide on the former member's request after evaluating the likelihood of any additional assessments.
- d) The Fund will retain all records in accordance with the Fund's record retention program.

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

- a) The general approach in estimating the loss reserves of the Fund is to project ultimate losses for each Fund year using paid and incurred loss data. At least two traditional actuarial methodologies are used: the paid loss development method and the incurred loss development method. From the two different indications resulting from these methods the Fund Actuary chooses a "selected" estimate of ultimate losses. Subtraction of the paid losses from the select ultimate losses yields the loss reserve liability or funding requirement.
- b) The following is an overview of the two actuarial methods used to project the ultimate losses.

Paid Loss Development Method - This method uses historical accident year paid loss patterns to project ultimate losses for each accident year. Because this method does not use case reserve data, estimates from it are not affected by changes in case reserving practices. However, the results of this method are sensitive to changes in the rate of which claims are settled and losses are paid and may underestimate ultimate losses if provisions are not included for very large open claims.

Case Incurred Loss Development Method - This method is similar to the paid loss development method except it uses historical case incurred loss patterns (paid plus case outstanding reserves) to estimate ultimate losses. Because the data used includes case reserve estimates, the results from this method may be affected by changes in case reserve adequacy.

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

- a) \$10,000, but up to \$25,000 with verbal or written approval from the affected municipality commissioner or alternate commissioner.
- b) \$25,000 Emergency Court House Authority upon the joint authorization of the Fund Attorney and Executive Director, but up to \$50,000 with verbal or written approval of a majority of the Executive Committee.
- c) Any and all actions must be ratified by the entire Board of Fund Commissioners at the meeting immediately following the authorization.

10) **Member Deductible Drop Down and Close Out Program**

- a) The GSMJIF offers Members with self-insured retentions the option of eliminating (“Drop Down”) a self-insured retention (“SIR”) in the ensuing policy year with a deferred assessment payment feature and/or transferring future payments on prior accident years outstanding claims liabilities to the Fund (“Close Out”) in exchange for a fixed assessment payable equally over 10 budget years, including 10% adverse claims development coverage.
- b) **Drop Down** – The Fund will calculate the loss fund differential between the Member SIR and the first dollar equivalent and divide that amount into four equal annual installments payable by the Member in the ensuing Fund year in conjunction with the standard assessment. Should the Member leave the Fund or fail to pay any installment during the life of the Drop-Down plan, all remaining future installments become immediately due and payable.
- c) **Close Out** - The Fund’s actuary calculates the Ultimate Claims Liabilities (UCL) within the Member’s SIR plan for each prior year of fund membership at a high confidence level as of 12/31. The total amount of paid losses as of 12/31 is deducted from the total UCL to arrive at the expected outstanding claims result (EOCR). To this result is added a 5% risk charge, a 3% Administration fee and a 2% Risk Manager fee. The result is divided into 10 equal installments, which the Member will pay in each successive year as part of the standard annual assessment (two annual installments).
- d) Should the Member leave the Fund or fail to pay any installment during the 10-year period, any remaining unpaid installments in the subject year become immediately due and payable and all future claim liabilities become the Member’s responsibility. Concurrently, if the claims paid under the Close Out plan exceed the Member paid installments, the member will be obligated to immediately pay a final assessment equal to the difference.



- e) If the claims paid under the Close Out agreement exceed the 10% corridor of protection at any time, future claims payments become the Member's responsibility.
  - f) If the 10-year Treasury bill yield exceeds 6% during the life of the plan, the Fund reserves the right to adjust the amount of future installments to compensate for the cost of the Close-Out program.
- 11) The following Retrospective Rating Endorsement is hereby included in the Plan of Risk Management:



**GARDEN STATE MUNICIPAL JOINT INSURANCE FUND  
900 ROUTE 9 NORTH, SUITE 503  
WOODBIDGE, NJ 07095  
PROPERTY/CASUALTY POLICIES**

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**POLICY ENDORSEMENT - RETROSPECTIVE RATING PLAN**

MEMBER: \_\_\_\_\_

This ENDORSEMENT modifies such insurance as is afforded by the provisions of the Policies for the **2023** fund year relating to the following:

WORKERS' COMPENSATION  
COMPREHENSIVE GENERAL, LAW ENFORCEMENT AND AUTO LIABILITY  
PROPERTY AND BOILER AND MACHINERY  
COMPREHENSIVE CRIME  
PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY

**RETROSPECTIVE RATING PLAN ASSESSMENT STANDARD ELEMENTS**

For the purposes of this ENDORSEMENT, the standard elements are explained here:

- A. STANDARD ASSESSMENT shall be the assessment we would charge during the rating plan period if you had not chosen a retrospective rating plan
- B. BASIC ASSESSMENT shall be less than STANDARD ASSESSMENT. It shall be STANDARD ASSESSMENT multiplied by the BASIC ASSESSMENT FACTOR. The BASIC ASSESSMENT FACTOR shall be the ratio of the following items to the STANDARD ASSESSMENT:

1. Excess Insurance Costs
2. General Expenses
3. Risk Management Expenses
4. Underwriting Expenses
5. Administrative Fees

The actual BASIC ASSESSMENT FACTOR will be determined after the STANDARD ASSESSMENT is determined.

- C. LIMITED PAID LOSSES RETAINED BY THE FUND shall mean the FUND'S financial responsibility for claims paid by the member after due credit for any excess insurance or subrogation receivable. Specifically, it shall include 1) losses paid and reserved, plus 2) allocated loss adjustment expense (ALAE), and 3) this total then limited to the FUND's retention.

## **RETROSPECTIVE RATING PLAN ASSESSMENT FORMULA**

- A. RETROSPECTIVE RATING PLAN ASSESSMENT is the sum of BASIC ASSESSMENT and LIMITED PAID LOSSES RETAINED BY THE FUND.
- B. The retrospective rating plan assessment shall not be more than the MAXIMUM ASSESSMENT. The maximum assessment is determined by applying the maximum retrospective rating plan assessment factor, shown in the Schedule, to the STANDARD ASSESSMENT.

## **PROVISIONS**

The provisions of the coverage form or policy to which this ENDORSEMENT is attached apply, unless modified by this ENDORSEMENT.

- A. In the fashion provided for in the Fund's by-laws, plan of risk management, cash management plan and policies and procedures, the MEMBER shall pay the FUND the STANDARD ASSESSMENT.
- B. As of a valuation date of Eighteen (18) months after the inception of the fund year, and every Twelve (12) months thereafter, the FUND shall compute the RETROSPECTIVE RATING PLAN ASSESSMENT, subject to the MAXIMUM ASSESSMENT.
- C. The final computation of the RETROSPECTIVE RATING PLAN ASSESSMENT shall be as of the valuation date when the FUND closes the fund year to which this ENDORSEMENT applies.
- D. Notwithstanding any subsection above, the MEMBER shall remain subject to FUND-wide dividends and additional assessments in accordance with the FUND's bylaws. These additional assessment or dividends, if any, shall be computed based on the MEMBER'S RETROSPECTIVE RATING PLAN ASSESSMENT, subject to the MAXIMUM ASSESSMENT.
- E. Upon computation of any RETROSPECTIVE RATING PLAN ASSESSMENT, the MEMBER shall owe the FUND or the FUND shall owe the MEMBER as the case may be, the difference between amount paid by the MEMBER to date and the MEMBER'S RETROSPECTIVE RATING PLAN ASSESSMENT, subject to the MAXIMUM ASSESSMENT.
- F. If the MEMBER owes the FUND an additional assessment under this ENDORSEMENT, this amount shall be payable to the FUND within 180 days after the FUND bills the MEMBER, or upon the MEMBER withdrawing from the FUND, whichever is earlier.
- G. If the FUND owes the MEMBER a return assessment under this ENDORSEMENT, this amount shall be payable to the MEMBER 180 days after the next meeting of the FUND's Board of Fund Commissioners, or Executive Committee thereof.

- H. This endorsement shall only be effective if approved by resolution of the MEMBER'S Governing Body.

## **SCHEDULE**

- A. Other policies subject to this Retrospective Rating Plan Endorsement

WORKERS' COMPENSATION  
COMPREHENSIVE GENERAL AND AUTO LIABILITY  
EXCESS LIABILITY  
PROPERTY AND BOILER AND MACHINERY  
COMPREHENSIVE CRIME  
PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES

- B. Maximum Retrospective Rating Plan Assessment Factor: \_\_\_\_\_

- C. The standard maximum assessment is based on estimates of standard assessment. The actual maximum assessment will be calculated based on the actual standard assessment and the factor, shown in the Schedule, Item B:

The coverage provided under this ENDORSEMENT is subject to all of the terms and CONDITIONS of this policy. All other terms and CONDITIONS of this Policy remain unchanged.

Effective Date:

- 12) **Special Assessments** - NJSA 11:15-2.16 provides for additional assessments "...to supplement the fund's claim or loss retention or administrative accounts to ensure payment of the fund's obligations..." Should the Fund levy a special assessment in accordance with such provision, each affected member shall have the option to pay the additional amount due in up to ten (10) equal annual installments, subject to adjustment each year based on actual incurred losses for the special assessment years. Should any member subject to such special assessment discontinue its membership in the GSMJIF, the full balance of any remaining unpaid installments shall become immediately due and payable to the GSMJIF.

## 12) Establishing Defense Counsel Guidelines

### **I - Selection of Counsel**

The Garden Statement Municipal Joint Insurance Fund (“JIF”) strives to provide the best possible legal defense of all litigated matters, both for the benefit of the member involved, and the membership in general.

Most importantly, the JIF views this as a collaborative process between the JIF, its membership, and the defense firms representing the members. Based on its 20 years of expertise in defending New Jersey Public Entities, the JIF can provide guidance and recommendations to its members as to which firms are suited to defend a particular type of case. Of course, the JIF also supports the members’ selection of firms to handle JIF litigated matters on their behalf.

The JIF may disallow a member’s selection of counsel in those matters that present the potential for a significant impact to the general membership, in terms of costs of litigation or indemnity, areas of particular expertise, or in matters in which more than one member is implicated. **Of particular note**, counsel who has participated, directed, or otherwise offered advice and counsel in any capacity during the course of an investigation of an employee’s complaint *may **not** serve as defense counsel in an employment practices liability matter that involves the same employee.*

Additionally, firms assigned to defend a JIF member may not prosecute a case against the JIF or another JIF member without the written consent of the Executive Director of the JIF.

### **II – Reporting Requirements**

#### **Conflicts Check**

Within 5 days of receipt of a case, a conflict check will be performed by Counsel with written notice of such findings to the assigned Claims Professional.

#### **Case Analysis and Litigation Plan**

Within 60 days of receipt of any JIF litigated matter or pre-suit investigation, and every 90 days thereafter, counsel will provide a Case Analysis and Litigation Plan (see template in Exhibit A) to the assigned Claims Professional.

The expectation for your initial report is that you will provide an analysis of the claims being asserted, including the relevant legal standard the plaintiff will need to satisfy in order to succeed. Your initial report should also identify any potential legal/factual defenses to the claims asserted. Additionally, the JIF requires that you meet with relevant member employees within the first 45 days to investigate and gather background information. Meeting with the member early in the case is critical to understanding the exposure and building the defense of the case. Your report should summarize, in detail, the substance of the information gleaned from the member employees.

Each subsequent 90-day report should be a stand-alone summary of the file, without the need to reference other documents. Further, *new information in 90-day reports should be denoted in some fashion*, e.g., bold face type, for ease of identifying developments or changes since the last reporting interval.

Importantly, the *90-day reports must not simply become an increasingly longer and longer document as the case progresses*. The attorney must review and revise as appropriate given the circumstances. For example, if a motion to dismiss has been filed and decided, the 90-day reports should not still include *prospective* discussions about filing a motion to dismiss. The updates should reference that the motion was filed and the outcome. The 90-day reports should capture the status of the case *at present*, not 90 days ago or at the outset of the case.

Additionally, important or time-sensitive information, should be communicated on an as needed basis with the Claim Professional, rather than waiting for the next 90-day reporting interval.

Counsel must also provide a **Trial Report 60 days in advance of any scheduled trial date** (see Exhibit B template).

For “inactive” matters, a short report or email in lieu of a formal Case Analysis and Litigation Plan is acceptable with the assent of the Claim Professional.

- **Workers’ Compensation Hearing Summary**

In lieu of providing 90-day reports, counsel for workers’ compensation matters shall prepare a Workers’ Compensation Initial Analysis (Exhibit C) and then prepare Workers’ Compensation Hearing Analysis (Exhibit D) forms within 10 days of every hearing appearance thereafter. Counsel will also be required to prepare a pre-trial report (Exhibit F) at least 15 days before trial (as well as to report on any other significant developments in the life of the file). All such forms and correspondence shall be forwarded to the assigned Claims Professional.

It is expected that counsel will avoid unnecessary hearing appearances whenever possible by adjourning same with the court upon the consent of their adversary. A Hearing Summary is expected for every appearance made, and if nothing of substance takes place at a hearing, an explanation of why the appearance was made is expected.

## **OTHER REPORTING REQUIREMENTS**

- **Notice of Key Calendar Events**

Counsel will notify the Claims Professional upon receipt of any key calendar dates including but not limited to dates for trial, motions, workers’ compensation hearings, court-ordered arbitrations, court-ordered mediations, voluntary mediation, party, fact and expert depositions and submission of expert reports. Notification by email is sufficient.

**It is critically important that we be notified *immediately* of any trial date.**

### **III. Other Provisions**

- **Lead Counsel**

In cases in which more than one attorney is assigned due to a conflict of interest, the JIF will designate one attorney to serve as “lead counsel.” Typically, the firm representing the entity, itself, fills this role. It is the expectation that all defense counsel retained by the JIF will cooperate, to the extent practically and ethically possible, with each other. If an overlap of effort and/or appearances is required, same will be discussed and approved in advance by the JIF. It is expected that the billing of attorneys not serving as lead counsel will be commensurately less than that of lead counsel. However, non-lead counsel must still provide reports to the Claim Professional relative to their specific client, unless other directed. Joint defense agreements should be utilized as early in multi-counsel litigation as practicable, and same shall be approved prior to execution by the JIF.

- **Alternative Dispute Resolution (ADR)**

The JIF is in favor of early dispute resolution whenever practicable. However, the JIF requires the following from counsel relative to either court-ordered or voluntary mediation:

- Notification to the appropriate JIF Claims Professional seeking approval of the proposed mediation; and
- Written consent from the JIF Claims Professional on the choice of the mediator and the fees.

The JIF strongly encourages the use of its selected mediators in place of the mediators assigned by the courts in those venues that have mandatory mediation programs.

The JIF requires that counsel submit for review and approval the arbitration or mediation statement prior to service.

### **IV. Discovery and Settlements**

- **Motion Practice**

All motion practice must be pre-approved, in writing, by the JIF.

- **Insurance Production Requests**

Because the JIF has various insurance coverages, retentions, deductibles and attachment points, the preferred response to discovery requests for insurance information is to indicate “self-insured” and to provide the applicable limits of the relevant excess policy. A request should then be made to the JIF for a copy of the relevant excess policy which may be produced with all premium, classification and risk information redacted.

- **Experts**

Experts may be retained by counsel only after securing the written approval of the Claim Professional. Counsel must submit the expert’s CV, the proposed rate, and a proposed budget to the JIF. Counsel and the Claim Professional must agree on a fee “cap” that cannot be exceeded without further discussion and written approval by the Claim Professional. If an expert exceeds that cap without additional authority provided by the JIF, responsibility for the excess fees rests with the law firm, not the JIF.

- **Settlement Offers**

Counsel is prohibited from extending any offer of settlement in any matter without the prior written consent of the JIF. Counsel, the Claim Professional and the member must have a call to discuss any potential settlement offer or resolution strategy. This is a collaborative effort in which all three parties need to be involved. Counsel handling workers’ compensation matters shall complete the JIF Workers’ Compensation Settlement Authorization Request Form (Exhibit E) and submit same both to the assigned Claims Professional before seeking approval of a proposed settlement from a member. Likewise, counsel handling all other litigated matters must first seek settlement authority from the JIF. If the amount of the settlement is wholly within the member’s SIR or deductible, the JIF must be notified of the settlement.

- **Settlements**

- *In cases settling for \$25,000 or more of JIF funds the settlement must be approved by the JIF Commissioners. Accordingly, all settlement documents must contain a provision allowing for the payment of the settlement no sooner than 60 days following the settlement;*
- All cases in which Medicare or Medicaid payments have been made or in which a formal lien has been asserted for recovery of such payments shall be brought to the attention of the assigned Claims Professional and will require specific release language;

- **Email Only Communication**

Counsel is required to submit any and all communications to the JIF via email as the exclusive means of communication absent specific direction to the contrary. Emails should identify the file name by plaintiff/petitioner, member, JIF file number, and have a brief description of its substance.

Email attachments should be labeled in such a way that the content of the attachments is clear from the name of the document.

## **V. Rates and Billing Procedures**

- **Rate Schedule**

All JIF cases are subject to the standard prevailing rate structure for the life of the file.

- **Billing Procedures**

Counsel shall submit invoices for assigned matters to Bottomline Technologies (“Bottomline”), the approved billing payment vendor for the JIF. All billing submissions must be presented in a form acceptable by Bottomline for processing and are subject to compliance with the JIF guidelines. These detailed guidelines are available on the Bottomline website once a firm is registered.

*All work you perform for the Garden State Municipal JIF must be billed through Bottomline regardless of the TPA handling the case, e.g., NIP, Qual-Lynx, CRC, D & H, Inservco, and PMA. Additionally, you must receive direction from the TPA to handle a case before setting up and attempting to bill the file through Bottomline. Do not set up and attempt to bill the file simply because a JIF member has sent the firm a claim or suit.*

Firms are required to submit invoices on a rolling quarterly basis. In other words, a case must first be billed 90 days after it is assigned, and then every 90 days thereafter.

**All fees must be submitted within 6 months of being incurred; otherwise, the JIF reserves the right to deny payment.**

For matters that are ready to be closed, a final bill shall be presented as soon as applicable, with “**FINAL INVOICE**” clearly identified across the top of the bill, so that Bottomline knows to close the file.

- **Defense Counsel Budget Proposal**

Counsel shall include with every Case Analysis and Litigation Plan and Workers’ Compensation Hearing Summary, a proposed budget for the remaining life of the file. The budget should provide a reasonable range of estimated fees and costs based on the particular needs of the case and should become more focused as the case progresses.

- **Bottomline Technologies Protocols**

New firms are directed to [addfirms@bottomline.com](mailto:addfirms@bottomline.com)

Thereafter, the vendor implementation team will contact counsel to arrange training.

General questions should be directed to [legalxsupport@bottomline.com](mailto:legalxsupport@bottomline.com)

The relevant contact person for Bottomline is:

Brittany McKenna – Client Advisor: [Brittany.McKenna@bottomline.com](mailto:Brittany.McKenna@bottomline.com)



## Exhibit A

# **Case Analysis and Litigation Plan**

**(submitted 60 days after assignment and every 90 days thereafter)**

Date:

Case Name:

JIF Claim No.:

Defense Attorney:

Plaintiff counsel:

Venue:

### **I. Parties Involved**

Identify all the parties and provide a brief description of their involvement. If one of the parties is a member employee, please describe her/his role.

For the plaintiff, provide the following information:

- Date of birth
- Marital status and dependents
- Employment status and wages

### **II. Summary of the Complaint**

Provide a summary of the causes of action set forth in the complaint. You do not need to provide a factual summary as that will be provided in the next section. Provide only the claims set forth, e.g., Count I – Negligence, Count I – Respondeat Superior, etc.

### **III. Factual Overview**

Detailed outline of the claims tied to the causes of action and what is alleged in the complaint. This should include information developed through your meeting(s) with the member and documentation you have reviewed. Please highlight any divergence in the “story” that member employees tell.

### **IV. Liability Evaluation**

This is perhaps the most critical section of your report. You must provide a detailed liability analysis of plaintiff’s claims, setting forth the law applicable to each claim, as well as the standard of proof required. Additionally, please discuss any potential defenses. In

this section, you must explain how the facts of the case intersect with the relevant law and provide your opinion as to the member's potential exposure.

Issues that should be addressed in this section include the following. Not all need to be discussed, but any that are relevant to the particular case must be included:

- Frivolous litigation analysis
- Early dismissal analysis
- Notice of claim analysis (timely or not)
- Immunities (Title 59 defenses, Qualified Immunity, etc.)
- Identification of other potentially relevant/responsible parties
- Comparative negligence, contributory negligence, joint and several liability

## **V. Damage Evaluation**

Provide an overview of plaintiff's damages, both those currently claimed and those that potentially could be asserted. Economic and non-economic. If there are any damage caps, please outline them. Please also discuss whether any of the claims include a fee-shifting provision providing for an award of plaintiff's legal fees.

## **VI. Evaluation of Venue and Judge**

Please comment on the venue, and the judge (if known)

## **VII. Relevant Dates**

- Discovery End Date
- Mediation/Arbitration Date
- Settlement Conference Date
- Trial date

## **VIII. Evaluation of Settlement Potential**

Although it is difficult to comment on settlement potential early in a case, it is critical from the very initial stages of litigation to consider whether a case is one where settlement should be considered.

## **IX. Case Management/Litigation Plan**

List, with specificity, all proposed litigation tasks or activities to be completed in the next 90 Days and the rationale for same:

## **X. Budget**

Initial proposed budget:

Last quarter's updated budget:

Current proposed budget (life of file):

**Exhibit B**  
**Liability Case Trial Report**

(Trial report is due 60 days prior to any scheduled trial date)

**I. Case caption**

- a. Venue
- b. Evaluation of the venue and potential jury pool

**II. Plaintiff Counsel**

- a. Name of plaintiff counsel
- b. Description of her/his expertise and litigation history/outcomes

**III. Court**

- a. Name of Judge
- b. Evaluation of Judge – experience, reputation, history

**IV. Facts**

- a. Triable issues of fact and law
- b. Standards of proof

**V. Liability Evaluation**

This section should mirror in substance the liability section of the 90-day reports.

**VI. Witnesses**

Identify all witnesses expected to testify, expected testimony of each, and your impression of how each witness will present to the jury/judge

**VII. Motions**

- a. Identify all motions in limine filed, or to be filed, by both sides
- b. Discuss potential impact of these motions

**VIII. Proposed Jury Charge/Verdict Form**

**IX. Anticipated Result**

- a. Estimate chance of defense verdict
- b. Like verdict range in the event of an adverse verdict

**X. Settlement**

- a. Jury/Settlement Verdict Summary
- b. History and current status of negotiations
- c. Provide your recommended settlement range

## Exhibit C

### **Workers' Compensation Initial Analysis**

**(within 30 days of assignment)**

Date:

Case Name:

Claim No.:

Your File No.:

Name and address of opposing counsel:

1. Fact Summary with Compensability Review:
2. District, Judge and Adversary:
3. Investigation Review:
4. Defense/Settlement Strategy:
5. Permanency Evaluation: (including review of findings from all permanency expert reports)
6. Time Lost From Work:
7. Credits/Offset Analysis: (Abdullah credit, accidental/ordinary disability pension, SSD)
8. Prior/Subsequent Accidents/Injuries:
9. Section 20 Dismissal Prospects:
10. Section 40 lien: (identify and preserve interest in 3<sup>rd</sup> party recovery)
11. Return to Work Issues: (FCE, FFD, light duty)
12. Defense/Settlement Strategy:
13. Proposed Budget for Life of File:
14. Authorized Lead Attorney: no substitution of the Authorized Lead Attorney is permitted without the prior consent of the Claims Director or Litigation Manager)

**Exhibit D**  
**Workers' Compensation Hearing Analysis**  
**(within 10 days of hearing)**

Date:

Case Name:

Claim No.:

Date of Hearing:

Place of Hearing:

Hearing Official:

Name and Address of Opposing Counsel:

1. Allegations of Each Claim Petition:
2. Permanency evaluation: (including review of findings from all permanency expert reports)
3. Time Lost From Work:
4. Credits/Offset Analysis: (Abdullah credit, accidental/ordinary disability pension, SSD)
5. Prior/Subsequent Accidents/Injuries:
6. Section 20 Dismissal Prospects:
7. Section 40 lien: (identify and preserve interest in 3<sup>rd</sup> party recovery)
8. Return to work issues: (FCE, FFD, light duty)
9. Hearing Result:
10. Litigation Status:
11. Defense/Settlement Strategy:
12. Initial Proposed Budget:
13. Updated Proposed Budget (life of file):

14. Authorized Lead Attorney: no substitution of the Authorized Lead Attorney is permitted without the prior consent of the Claims Director or Litigation Manager)

**Exhibit E**

**Workers' Compensation Settlement Request Form**

Date:

Case Name:

Claim No.:

Your File No.:

Name and address of opposing counsel:

1. Fact Summary with Compensability Review:
2. District, Judge and Adversary:
3. Investigation Review:
4. Permanency Evaluation (including review of findings from all permanency expert reports):
5. Time Lost From Work:
6. Credits/Offset Analysis: (Abdullah credit, accidental/ordinary disability pension, SSD):
7. Prior/Subsequent Accidents/Injuries:
8. Section 40 lien: (identify and preserve interest in 3<sup>rd</sup> party recovery):
9. Return to Work Issues: (FCE, FFD, light duty):
10. Settlement Recommendation:
11. Petitioner's Demand:
12. Hearing Officer and Settlement Recommendation:
13. Authorized Lead Attorney:

**EXHIBIT F****Workers' Compensation Trial Report**

(due 15 days before trial date)

Date:

Case Name:

Claim No.:

Your File No.:

Trial Date:

Past Trial Dates, if Applicable:

Name and address of opposing counsel:

Name of Attorney Who Will Be Trying This Case:  
(cannot be changed after pre-trial report without the express written consent of the  
Litigation Manager)

Hearing Official:

Name and Address of Opposing Counsel:

Recommendation of Hearing Official for Resolution:

Name of Attorney Who Will Be Trying This Case:  
(cannot be changed after pre-trial report without the express written consent of the  
Litigation Manager)

**PART I. CASE SUMMARY**

- Brief Summary of Case:
  - a. Allegations of Each Claim Petition
  - b. Permanency evaluation
  - c. Time Lost From Work
  - d. Credits/Offset Analysis (Abdullah credit, pension, SSD)
  - e. Prior/Subsequent Accidents/Injuries
  - f. Section 20 Dismissal Prospects
  - g. Section 40 lien (identify and preserve interest in 3<sup>rd</sup> party recovery)
  - h. Return to work issues (FCE, FFD, light duty)

**PART II. RESOLUTION EFFORTS**

- Present Demand:



- Present Authority:
- Last Offer Date and Amount:
- Present Settlement Value, If Any, and Basis for Same:
- Present Likely “Bottom line” of Plaintiff:
- Present Resolution Recommendation and Strategy:

### **PART III. TRIAL**

- Identify all experts and summarize their findings; identify all expected fact witnesses and summarize their anticipated testimony):
- Other Insurance or Applicable Credits:
- Evaluation of Case:
  - a. Venue and Trial Judge
  - b. Strengths & Weaknesses of Each Party’s Case
  - c. Verdict Range of Case

### **PART IV. BUDGET**

- Initial File Analysis Budget
- Amount Billed to Date
- Predicted Billing to Try Case to Verdict
- Additional Costs and Expenses to Try Case (and itemize, such as expert testimony)

***Adopted: this day by the Board of Fund Commissioners***

\_\_\_\_\_  
Chairman -

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary –

\_\_\_\_\_  
Date

## RESOLUTION NO. 07-23

### GARDEN STATE MUNICIPAL JOINT INSURANCE FUND (Hereinafter referred to as the "FUND")

#### APPOINTING CERTAIN PROFESSIONALS AND SERVICE ORGANIZATIONS

**WHEREAS**, the FUND is duly constituted as a Municipal Joint Insurance Fund, as permitted under the laws promulgated by the State of New Jersey, (N.J.S.A. 40A-36, et seq.); and

**WHEREAS**, the FUND finds it necessary and appropriate to obtain certain professional services and other extraordinary and other unspecifiable services, as defined in the Local Public Contracts Law, (N.J.S.A. 40A-11, et seq.) for the 2023 Fund Year.

**NOW, THEREFORE BE IT RESOLVED**, by the FUND's Board of Commissioners that the following professional services are being awarded under a fair and open process:

- **Pringle Quinn Anzano** is hereby appointed as **Fund Attorney** and shall serve at an hourly rate of \$155 not to exceed \$20,000 annually.
- **Mercadien, P.C.** is hereby appointed as **Fund Auditor** for the Audit of the Financial Statements for the Year Ended December 31, 2022, with services to be performed in 2023, and shall serve at an annual fee not to exceed \$20,000, which includes administrative costs.
- **Qual-Lynx, Inc.** is hereby appointed as **WC Claims Service Organization** for an annual amount not to exceed \$634,588 for claims management services and to adjust all WC claims for current Fund Year.
- **NIP Management Services, LLC** is hereby appointed as **Liability Claims Service Organization** for an annual amount not to exceed 2.75% of members' gross joint insurance fund assessment.
- **Milliman, Inc.,** is hereby appointed as **Fund Actuary** and shall be appointed and qualified at an annual amount not to exceed \$41,500.
- **PMA Management Corporation** is hereby appointed to provide **Loss Control Services** to the Fund and shall serve at an annual fee not to exceed \$470,400.
- **QualCare** is hereby appointed to provide the **Medical Provider Network** to the Fund and shall serve at an annual fee not to exceed \$433,500.
- **Business and Governmental Insurance Agency** is hereby appointed as Underwriting Manager/Insurance Broker for the Fund and shall serve at an annual fee not to exceed 2.0% of members' gross joint insurance fund assessment.
- **Bob Smith & Associates** is hereby appointed as **Litigation Manager - Liability** for the Fund and shall serve at an annual fee not to exceed \$41,000.
- **John Geaney, Esq. of Capehart Scatchard** is hereby appointed as **Litigation Consultant – Workers' Compensation** for the Fund and shall serve at an annual fee not to exceed \$15,000.
- **Patrick J. DeBlasio, CPA, CFMO** is hereby appointed as **Fund Treasurer** and shall serve at an annual fee not to exceed \$18,500.
- **Princeton Public Affairs Group** is hereby appointed as **Governmental Affairs Consultant** for the Fund and shall serve at an annual fee not to exceed \$10,000.

- **NIP Management Services, LLC** is hereby appointed as **Administrator** for the Fund and shall serve at an annual fee not to exceed 6% of members' gross joint insurance fund assessment.
- **NIP Management Services, LLC** is hereby appointed to provide **Claims and Risk Control Management Services** at an annual fee not to exceed 3% of members' gross joint insurance fund assessment.
- **Bottomline Technologies** is hereby appointed as **Legal Bill Auditor** and shall serve at a fee not to exceed 2% of the gross legal bill amount.
- **SLC Management dba: Prime Advisors, Inc.** is appointed as **Investment Advisor** for the Fund and shall serve at a fee of 0.00025 of the Account Balance, not to exceed \$20,000 annually.
- **Rutgers/UMDNJ** is appointed **Employee Assistance Provider** for participating Members of the Fund and shall serve at a fee not to exceed \$103,200, adjustable due to member participation.

All Professionals and Service Organizations appointed pursuant to this Resolution shall serve the Fund pursuant to the terms of their Professional Services Contract(s) attached hereto.

**ADOPTED:** *this day by the Board of Fund Commissioners,*

_____	_____ <u>January 25<sup>th</sup>, 2023</u>
Chairman	Date

_____	_____ <u>January 25<sup>th</sup>, 2023</u>
Secretary	Date



**RESOLUTION NO. 08-23**

**RESOLUTION APPOINTING APPROVED DEFENSE COUNSEL  
FOR THE GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**  
(Hereinafter referred to as the “FUND”)

**WHEREAS**, the FUND is responsible for providing a defense to certain claims brought against its members in accordance with the FUND’s coverage documents; and

**WHEREAS**, in order to appoint defense counsel, a law firm must be on the approved counsel list of the FUND to defend any members of the FUND; and

**WHEREAS**, the law firms shown in this resolution have been proposed as Defense Counsel for the FUND for the year 2023

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Fund Commissioners of the FUND that the law firms named in this resolution be and the same are hereby appointed as an approved counsel for the Garden State Municipal Joint Insurance Fund for the year 2023:

**(See Attached Counsel Listing)**

**BE IT FURTHER RESOLVED** that the Chairman of the Garden State Municipal Joint Insurance Fund is hereby authorized to execute this resolution.

**GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

January 25<sup>th</sup>, 2023

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

January 25<sup>th</sup>, 2023

**GARDEN STATE MUNICIPAL JOINT INSURANCE FUND  
2023 DEFENSE PANEL & SPECIALTY/CONFLICTS COUNSEL  
(WITH BILLING CONTACTS)**

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**A**

Adelson, Testan, Brundo & Jimenez  
Aloia Law Firm, LLC  
Gene J. Anthony, Esq. – For Neptune Township  
Antonelli Kantor, P.C.  
Azzolini & Benedetti  
Apruzzese, McDermott, Mastro & Murphy, PC

**B**

Bevan, Mosca & Giuditta LLC  
Eric Bernstein & Associates, LLC

**C**

Campbell, Foley, Delano & Adams, LLC  
Capehart Scatchard  
Chasen, Leyner & Lamparello, PC

Childress & Jackson, LLC  
Chiesa Shahinian & Giantomasi  
Christopher J. Dasti, P.C.  
Carlson, Siedsma, Warner  
Casha & Casha, LLC– for Borough of New Providence  
Cataldo F. Fazio LLC  
Cleary Giacobbe Alfieri Jacobs, LLC  
Law Offices of Brenda Coppola Cuba  
The Choi Law Group  
Michael Collins – for Holmdel Township

## **D**

Daniel McNerney, Esq.  
Charles Daglian, Esq. (CDaglian@aol.com)  
Dario, Yacker, Suarez & Albert, LLC  
Dasti, Murphy, McGuckin, Ulaky, Cherkos & Connors  
DeCotiis, Fitzpatrick & Cole, LLP  
DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer  
Dilworth Paxson LLP  
Law Offices of Michael S. Doran, LLC  
Douglas A. Stevinson, Esq. Windels Marx Lane & Mittendorf, LLP  
Dvorak & Associates, LLC

## **E**

Eckert Seamans

## **F**

Fernandez Garcia, LLC  
Ricci Fava  
Fishman McIntyre  
Florio & Kenny, L.L.P  
Foster & Mazzie LLC  
Florio, Perucci, Steindhart & Caperlli, LLC.  
Friend & Wenzel

## **G**

Genova Burns Giantomasi Webster, LLC  
Gertner & Gertner. LLC  
Gilmore & Monahan  
Gluck Walwrath LLC  
Golden, Rothschild, Spagnola, Lundell, Boylan & Garubo, PC

## **H**

Hanrahan & Pack, LLC  
Hagerty & Bland-Tull Law LLC – Added May 2016  
Hardin, Kundla, McKeon & Poletto  
Hatfield Schwartz LLC – For Morris  
Hiering, Gannon & McKenna  
Hill Wallack  
Huntington & Bailey

## **I**

Iacullo Martino, LLC  
Iaciofano & Perrone, Esq. – for Township of Morris  
Inglesino, Pearlman, Wyciskala & Taylor, LLC

## **J**

Jalloh & Jalloh  
Jardim, Meisner & Susser, P.C.

## **K**

Kaufman, Semeraro & Leibman, LLP  
Kologi Simitz  
Kluger Healey, LLC  
Krovantin Nau LLC

## **L**

La Corte, Bundy, Varady & Kinsella  
Leitner, Tort, DeFazio & Brause  
Lentz & Gengaro

## **K**

King, Moench, Hirniak & Mehta, LLP  
Kingston Coventry LLC

## **L**

Leodori & Voorhees, PC  
Leyden, Capotorto, Ritacco & Corrigan, PC  
Lite DePalma Greenberg, LLC

## **M**

Mabie, Ben  
Patrick J. Madden, Esquire  
Malamut & Associates, LLC  
Mandelbaum Salsburg  
Mattleman, Weinroth & Miller PC  
Margolis Edelstein  
Margolis Edelstein  
Marshall Dennehey Warner Coleman & Goggin  
Maraziti Falcon  
McKenna, DuPont, Higgins & Stone  
McCusker, Anselmi, Rosen & Carvelli  
McManimon, Scotland & Baumann, LLC  
Jose B. Moreira, PC



Rhea Moore  
Murphy Hubner McKeon, P.C.

## **N**

Netchert Dineen & Hillman

## **P**

Palumbo & Renaud  
Pawar, Gilgallon & Rudy, LLC  
Plosia Cohen Law Firm  
Post, Polak, Goodsell, MacNeill & Strauchler, PA  
James J. Plaia, Esq.

## **R**

Riker, Danzig, Scherer, Hyland & Perretti  
Rainone Coughlin Minchello, LLC  
Rudderman & Roth  
Rothstein, Mandell, Strohm, Halm and Cipriani, PA.

## **S**

Scott K. Seelagy  
Schafer Partners  
Schwartz & Posnock  
Schwartz, Simon, Edelstein & Celso, LLC  
Shapiro, Croland, Reiser, Apfel & DiLorio LLP  
Schenck, Price, Smith & King, LLP  
Shain Schaffer  
Sobel Han & Cannon

## **T**

Tesser & Cohen Attorneys at Law  
Traub Lieberman Straus & Shrewsberry LLP  
Trimboli & Prusinowski, LLC

## W

Waters, McPherson, McNeil, P.C  
Weber Gallagher Simpson Stapleton Fires & Newby, LLP  
Weiner Law Group  
Winne Banta  
Whipple Azzarello, LLC  
Wood Smith Henning & Berman LLP

## X

## Y

## Z

**RESOLUTION NO. 09-23**

**GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**  
(Hereinafter referred to as the "FUND")

**APPROVING APPLICATIONS FOR MEMBERSHIP**

**WHEREAS**, the FUND is duly constituted as a Municipal Joint Insurance Fund, as permitted under the laws promulgated by the State of New Jersey, (N.J.S.A. 40A-36, et seq.); and

**WHEREAS**, the following municipalities have made application to the FUND for membership effective January 1, 2023 for the 2023 Fund Year, such applications have been approved by the Fund Commissioners and have duly executed a Joint Indemnity and Trust Agreement and Resolution to Join,

**NOW, THEREFORE BE IT RESOLVED**, by the FUND's Board of Commissioners that the following municipalities are approved for membership in the FUND effective January 1, 2023:

- Borough of Jamesburg

**ADOPTED:** *this day by the Board of Fund Commissioners*

_____	January 25 <sup>th</sup> , 2023
Chairman	Date

_____	January 25 <sup>th</sup> , 2023
Secretary	Date

**RESOLUTION NO. 10-23****GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**

(Hereinafter referred to as the "FUND")

**APPROVING THE FUND BUDGET FOR FISCAL YEAR 2023**

**WHEREAS**, N.J.S.A. 11:15-2.4 requires that the Joint Insurance Fund commissioners approve the fund budget by a majority vote; and

**WHEREAS**, the adopted FUND budget must be filed with the Commissioner of Banking and Insurance and the Commissioner of Community Affairs; and

**WHEREAS**, copies of the Fund budget must be made available to the governing bodies of each member municipality;

**NOW, THEREFORE BE IT RESOLVED**, by the FUND's Board of Commissioners that the attached budget (adjusted to add new members) is approved for the 2023 FUND fiscal year.

**Adopted: *this day by the Board of Fund Commissioners***

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
January 25<sup>th</sup>, 2023  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
January 25<sup>th</sup>, 2023  
Date

**Garden State Municipal Joint Insurance Fund**  
**2023 Assessment Summary - Final**  
**January 13, 2023**

Loss Fund Assessments

WC	8,567,864	
GL	2,004,521	
LEL	1,226,680	
AL	2,148,512	
Property	1,711,181	
EPL/POL	1,605,050	
Cyber	195,449	
5X10 Liab 30% Allocation	152,806	
Managed Care	290,000	
Total Loss Fund Assessments		17,902,063

Excess Insurance

WC	1,439,774	
GL	1,076,304	
LEL	2,590,900	
AL	1,291,860	
EPL/POL	6,423,588	
Property	1,267,159	
Cyber	557,210	
Other	57,550	
Total Excess Insurance		14,704,345

Expenses

General Expenses	4,224,772	
Risk Management Expenses	2,325,333	
Underwriting Expenses	787,530	
Administrative Fees	2,241,158	
Total Expenses		9,578,792

Environmental & EAJ Costs

Environmental Costs	226,402	
EANJ Membership Costs	50,457	
Other	97,172	
Total Environmental & EAJ Costs		374,031

Total Assessment		<u>42,559,231</u>
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**RESOLUTION NO. 11-23****GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**  
(Hereinafter the “FUND”)**APPROVING CERTAIN DISBURSEMENTS**

**WHEREAS**, the Bylaws of the GSMJIF require that the Fund Commissioners approve all disbursements by a majority vote, and

**WHEREAS**, the attached bill of items sets forth certain bills or demands for monies;

**NOW, THEREFORE BE IT RESOLVED**, by the FUND’s Board of Fund Commissioners that the attached bill of items totaling **\$7,768,827.30** for payment.

**Adopted: *this day by the Board of Fund Commissioners***

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
January 25<sup>th</sup>, 2023  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
January 25<sup>th</sup>, 2023  
Date

**RESOLUTION NO. 12-23****GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**

(Hereinafter referred to as the “FUND”)

**APPROVING CLAIMS PAYMENTS**

BE IT RESOLVED by the Board of Fund Commissioners of the Garden State Municipal Joint Insurance Fund, that confirmation and authorization approval is made in issuance of the attached claims payments totaling **\$3,458,928** against the fund.

**ADOPTED:** *this day before the Board of Fund Commissioners:*

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
January 25<sup>th</sup>, 2023  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
January 25<sup>th</sup>, 2023  
Date



**RESOLUTION NO. 13-20**

**GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**  
(Hereinafter referred to as the “FUND”)

**APPOINTING APPROVED PROPERTY EMERGENCY CLEANUP, REMEDIATION AND  
RESTORATION SERVICE ORGANIZATIONS**

**WHEREAS**, the FUND is duly constituted as a Municipal Joint Insurance Fund, as permitted under the laws promulgated by the State of New Jersey, (N.J.S.A. 40A-36, et seq.); and

**WHEREAS**, the FUND finds it necessary and appropriate to obtain certain professional services and other extraordinary and other unspecifiable services, as defined in the Local Public Contracts Law, (N.J.S.A. 40A-11, et seq.) for the 2023 Fund Year.

**WHEREAS**, the firm(s) shown in this resolution have been proposed as **Property Emergency Cleanup, Remediation and Restoration Service Organization(s)** for the FUND for the year 2023;

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Fund Commissioners of the Garden State Municipal Joint Insurance Fund that the firms named in this resolution be and the same are hereby appointed as approved **Property Emergency Cleanup, Remediation and Restoration Service Organization(s)** for the FUND for the year 2023:

**Rapid Recovery Services, LLC**  
375 North Street, Unit Q  
Teterboro, NJ 07608

**Insurance Restoration Specialists, Inc. – Insurance Restoration Specialists, Inc. (IRS)**  
30 Abeel Road  
Monroe Township, NJ 08831

**TERS Total Environmental Restoration Solutions**  
410 East Route 59  
Nanuet NY 10954

**BE IT FURTHER RESOLVED** that the Chairman of the Garden State Municipal Joint Insurance Fund is hereby authorized to execute this resolution.

**GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**

_____	January 25, 2023
Chairman	Date

_____	January 25, 2023
Secretary	Date