

RESOLUTION AUTHORIZING THE MAYOR OR BUSINESS ADMINISTRATOR TO EXECUTE AN AGREEMENT TO JOIN THE GARDEN STATE JOINT INSURANCE FUND FOR THE PERIOD OF JANUARY 1, 2023, THROUGH DECEMBER 31, 2025

WHEREAS, several local governmental units have collectively formed or are in the process of forming the Garden State Joint Insurance Fund, hereafter referred to as the “FUND”, as such an entity authorized and described in NJSA 40A:10-36 et seq. and the administrative regulations promulgated pursuant thereto and:

WHEREAS, the TOWNSHIP OF WEST ORANGE has agreed to become a member of the FUND in accordance with and to the extent provided for in the bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND;

NOW THEREFORE, be it resolved;

1. The TOWNSHIP OF WEST ORANGE accepts the FUND’S bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of the said bylaws and the pertinent statutes and Administrative Regulations pertaining to same and as set forth in the Risk Management Plan.
2. The TOWNSHIP OF WEST ORANGE agrees to participate in the FUND with respect to the types of insurance listed in West Orange Township’s Resolution.
3. The TOWNSHIP OF WEST ORANGE agrees to become a member of the FUND for an additional period not to exceed three (3) years, beginning January 1, 2023, to December 31, 2025, the commencement of which shall coincide with the effective date of the FUND’S operation and coverage, or the effective date of membership, whichever occurs later.
4. The TOWNSHIP OF WEST ORANGE certifies that it has never defaulted on any claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to the date thereof.
5. In consideration of membership in the FUND the TOWNSHIP OF WEST ORANGE agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, all of whom as a condition of membership in the FUND shall execute a verbatim counterpart of this Agreement and by execution hereof the full faith and credit of the TOWNSHIP OF WEST ORANGE is pledged to the punctual payment of any sums which shall become due to the FUND in accordance with the bylaws thereof, this Agreement, the Fund’s Risk Management Plan or any applicable Statute.
6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expense or become obligated to pay attorney’s fees and/or Court costs the TOWNSHIP OF WEST ORANGE agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.
7. The TOWNSHIP OF WEST ORANGE and the FUND agree that the FUND shall hold all monies paid by the TOWNSHIP OF WEST ORANGE to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with NJAC 11:15 2.1 et seq.

8. The FUND shall establish separate Trust Accounts for each of the following categories of risk and liability:

- Workers' Compensation and Employer's Liability.
- General Liability including law enforcement and public officials' liability.
- Motor vehicle liability.
- Property damage (buildings, contents, equipment, and motor vehicle).
- Inland Marine Coverage.
- Non-Owned Aircraft Liability.
- Cyber Liability.
- Disaster Management Services.
- Unmanned Aerial Systems (optional)*
- Hull and P&I (optional)*
- Marina Liability (optional)*
- Site Pollution Liability (optional)*
- UST Liability (optional)*

**Optional, subject to underwriting approval and receipt, review, and acceptance of separate completed applications*

The FUND shall maintain Trust Accounts aforementioned in accordance with NJSA 40A: 10-36, NJAC 11:15.2 et seq., NJSA 40A: 5-1 and such other statutes as may be applicable. More specifically, each of the aforementioned separate Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and excess insurance or reinsurance premiums for each such risk or liability or as "surplus" as such term is defined by NJAC 11:15-2.2.

9. The Mayor or Business Administrator is hereby authorized to execute the agreements necessary to effectuate the Township's membership in the FUND.

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: December 20, 2022