

RESOLUTION 2017-60
STATEWIDE INSURANCE FUND

RESOLUTION TO JOIN (RENEW) THE FUND

WHEREAS, a number of local units have joined together to form the Statewide Insurance Fund ("FUND"), a joint insurance fund, as permitted by N.J.S.A. 40A:10-36, *et seq.*; and

WHEREAS, the Township of Franklin ("LOCAL UNIT") has complied with relevant law with regard to the acquisition of insurance; and

WHEREAS, the statutes and regulations governing the creation and operation of joint insurance funds contain elaborate restrictions and safeguards concerning the safe and efficient administration of such funds; and

WHEREAS, the LOCAL UNIT has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

WHEREAS, the LOCAL UNIT agrees to be a member of the FUND for a period of three (3) years, effective from January 1, 2018 terminating on January 1, 2021 at 12:01 a.m. standard time; and

WHEREAS, the LOCAL UNIT has never defaulted on claims, if self-insured, and has not been canceled for non-payment of insurance premiums for two (2) years prior to the date of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the LOCAL UNIT does hereby agree to join the Statewide Insurance Fund; and

BE IT FURTHER RESOLVED that to the extent required by law, the Local Unit shall provide notice of the Indemnity and Trust Agreement to the Office of the State Comptroller; and

BE IT FURTHER RESOLVED that the LOCAL UNIT will be afforded the following coverage(s) :

Workers' Compensation & Employer's Liability
Comprehensive General Liability
Automobile Liability and Physical Damage
Public Officials and Employment Practices Liability
Pollution Liability
Property
Inland Marine Boiler and Machinery
Crime-Faithful Performance and Fidelity
Cyber Liability
Non Owned Aircraft

BE IT FURTHER RESOLVED that Catherine Innella (name of ENTITY's elected official or employee) is hereby appointed as the LOCAL UNIT's Fund Commissioner and is authorized to execute the application for membership and the accompanying certification on behalf of the LOCAL UNIT; and Ursula Stryker (second ENTITY employee) is hereby appointed as the LOCAL UNIT's Alternate Fund Commissioner.

BE IT FURTHER RESOLVED that the LOCAL UNIT's Fund Commissioner is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying the membership in the FUND as required by the FUND's Bylaws and to deliver same to the Administrator of the FUND with the express reservation that said documents shall become effective only upon the LOCAL UNIT's admissions to the FUND following approval of the FUND by the New Jersey Department of Banking and Insurance.

Name of Member Entity:

Township of Franklin

ATTEST:

By: Ka Blew

Kathryn Blew

Print Name

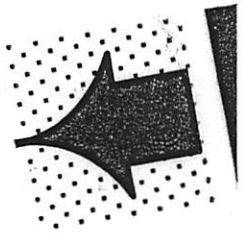
Title: Mayor

Ursula V. Stryker
Clerk

Ursula V. Stryker, RMC

This Resolution agreed to the 14th day of September, 20 17, by a vote of:

5 Affirmative 0 Abstain 0 Negative 0 Absent



STATEWIDE INSURANCE FUND
INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT made this 14th day of September 2017, in the County of Morris, State of New Jersey, by and between the Statewide Insurance Fund (hereinafter "FUND"), and the Township of Franklin in the County of _____ a duly constituted local unit of government (hereinafter "LOCAL UNIT");

WHEREAS, two or more local units have collectively formed a joint insurance fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the LOCAL UNIT 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; and

WHEREAS, the LOCAL UNIT has complied with relevant law with regard to the acquisition of insurance;

NOW, THEREFORE, it is agreed as follows:

1. The LOCAL UNIT, upon entering the FUND, agrees to be bound by and to accept and comply with each and every provision of the FUND's Bylaws, Risk Management Program, as it applies to the LOCAL UNIT and the applicable statutes and administrative regulations pertaining to joint insurance funds.
2. The LOCAL UNIT agrees to participate in the FUND with respect to the coverage listed in the LOCAL UNIT's "Resolution to Join" in accordance with the FUND's Bylaws and Risk Management Program.
3. The LOCAL UNIT agrees to become a member of the FUND until January 1, 2021, at 12:01 a. m. eastern standard time. The commencement date shall be the effective date as established by the FUND's Bylaws and policies.
4. The LOCAL UNIT certifies that it has not been canceled for non-payment of insurance premiums for a period of at least two (2) years prior to the date hereof, or, if self-insured, that it has never defaulted on any claims.
5. In consideration of membership in the FUND, the LOCAL UNIT agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND in accordance with statute and regulation, and by execution hereof the full faith and credit of the LOCAL UNIT is pledged to the punctual payment of any sums which shall become due to the

FUND in accordance with the Bylaws thereof, this Agreement or any applicable statute or regulation.

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 LOCAL UNIT agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.
7. The LOCAL UNIT and the FUND agree that the FUND shall hold in trust all monies paid by the LOCAL UNIT to the FUND and those monies will be used in accordance with all applicable statutes, the FUND's Bylaws and the Risk Management Program.
8. If required by the Commissioner of Insurance or applicable statutes or regulations, the FUND shall establish separate trust fund accounts in accordance with N.J.S.A. 40A:10-36, et seq. and any other statutes or regulations that may be applicable. Said trust accounts shall be used solely for the payment of claims made against members of the FUND, excess insurance premiums and/or the administration of the FUND, or for such other purposes as now or hereunder permitted by statute or regulation.
9. Each LOCAL UNIT which shall become a member of the FUND shall be obligated to execute an agreement similar in form to this Agreement.
10. To the extent required by law, the LOCAL UNIT shall provide notice of this Agreement to the Office of the State Comptroller.

Name of Member Entity:

Township of Franklin

By:

Kathryn Blew

Kathryn Blew

Print Name

Title: Mayor

STATEWIDE INSURANCE FUND

By: _____

Chairman

ATTEST:

Ursula V. Stryker
Clerk

Ursula V. Stryker, RMC

ATTEST: _____

Dated: _____

Secretary





STATEWIDE INSURANCE FUND

A JOINT INSURANCE FUND SERVING NEW JERSEY'S COMMUNITIES SINCE 1994

ONE SYLVAN WAY
PARSIPPANY, NJ 07054
862-260-2050 FAX 862-260-2058

Let Statewide Insurance Fund better serve you by reaching the right people in your Entity. Please provide information for the individuals we should contact regarding the following Statewide Insurance Fund membership benefits:

Entity Name *

TOWNSHIP OF FRANKLIN - Hunterdon

The Primary Contact is the main point of contact for communication from Statewide

Primary Contact

Primary Contact Name

URSULA STRYKER

Primary Contact Professional Title

Municipal Clerk

Primary Contact Phone

908-735-5215 x 2

Primary Contact Email Address

ftclerk@franklin-twp.org

OR

ustryker@franklin-twp.org

The Fund Commissioner is the person who represents members for official Fund business and is appointed by the member's governing body via resolution.

Fund Commissioner

Fund Commissioner Name

Catherine Innella

Fund Commissioner Email

cinella@franklin-twp.org

or ftadmin@franklin-twp.org

The Alternate Fund Commissioner is the backup for the Fund Commissioner governing body, appointed via resolution by the governing body of the member.

Alternate Fund Commissioner

Alternate Fund Commissioner Name

URSULA STRYKER

Alternate Fund Commissioner Email

ftclerk@franklin-twp.org

or ustryker@franklin-twp.org

Billing Contact

The Billing Contact will receive future invoices.

Billing Contact Name

URSULA STRYKER

Billing Contact Professional Title

Municipal Clerk

Billing Contact Phone

908-735-5215 x 2

Billing Contact Email Address

ftclerk@franklin-twp.org

Billing Contact Address if different

Billing Contact City

Billing Contact Location

Billing Contact Zip/Postal Code

Claim Contact

The Claim Contact receives claims related correspondence.

Claim Contact Name

URSULA STRYKER

Claim Contact Professional Title

Municipal Clerk

Claim Contact Phone

908-735-5215 x 2

Claim Contact Email Address

ftclerk@franklin-twp.org