

**OWNSHIP OF BYRAM
SPECIAL REMOTE MEETING
OF THE BYRAM TOWNSHIP COUNCIL,
ON TUESDAY, DECEMBER 29, 2020 – 2:00 P.M.**

TAKE NOTICE that a Special Meeting of the Byram Township Council, will take place on Tuesday, December 29, 2020 starting at 2:00 p.m., by remote audio / video connection only, using Zoom. The public may connect using a computer or smart device by clicking on the following link <https://us02web.zoom.us/j/85175951528> or by calling any of the following numbers US: +1 267 831 0333 or +1 646 518 9805 to participate. When prompted, enter the Meeting ID Number: 851 7595 1528 followed by the # sign. Public will have the opportunity to comment at appropriate times during the meeting. Formal action will be taken.

AGENDA

- 1. CALL TO ORDER**
- 2. OPEN PUBLIC MEETING STATEMENT**

This meeting is called pursuant to the provisions of the Open Public Meetings Law. This meeting has been electronically sent to the newspapers and uploaded to Byram's website, <https://www.byramtwp.org/index.php/meetings/council> not less than 48 hours in advance of the meeting. In addition, a copy of this notice is on file in the office of the Municipal Clerk.
- 3. ROLL CALL**
- 4. FLAG SALUTE**
- 5. CONSENT AGENDA:** These items are considered to be routine by the Members of the Township Council and will be enacted on by one motion. There will be no separate discussion of these items unless a citizen or Council member so requests in which event the item may be removed from the general order of business and considered in its normal sequence on the agenda.
 - A. Resolution No. 215-2020 – Resolution Appointing the Commissioner of the Statewide Insurance Fund for Byram Township
 - B. Resolution No. 216-2020 – Resolution to Join (Renew) the Fund – Statewide
 - C. Resolution No. 217-2020 – Resolution Appointing Risk Management Consultant
- 6. OPEN TO THE PUBLIC**
- 7. EXECUTIVE SESSION**

Contract Negotiations
- B.A.R.K.S. contract renewal
Attorney Client Privilege Communication
- General
- Municipal Building
- 8. ADJOURN**

Doris Flynn, RMC
Municipal Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 215 – 2020**

**RESOLUTION APPOINTING THE COMMISSIONER OF THE STATEWIDE
INSURANCE FUND FOR BYRAM TOWNSHIP**

WHEREAS, the Township of Byram is a member of the Statewide Insurance Fund (hereinafter the “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 et seq; and

WHEREAS, the Bylaws of the Fund require, as a condition of membership in the Fund, that each participating member enact a resolution appointing a commissioner to serve on the Fund’s Board of Commissioners.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Byram, in the County of Sussex, and State of New Jersey, that Joseph W. Sabatini, Township Manager, is hereby appointed as Commissioner of the Fund for the year 2021, and shall continue in capacity until a new appointment shall be made by the governing body.

BE IT FURTHER RESOLVED that Philip Crosson is hereby appointed as the Alternate Fund Commissioner for the Local Unit for the year 2021; and

BE, IT FURTHER RESOLVED that the Local Unit’s Fund Commissioner is authorized and directed to execute all such documents as required by the Fund.

BYRAM TOWNSHIP COUNCIL

	Councilman Bonker	Councilwoman Franco	Councilman Gallagher	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on December 29, 2020.

Doris J. Flynn, RMC
Township Clerk

TOWNSHIP OF BYRAM

Resolution No. 216-2020

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, Byram Township ("LOCAL UNIT") has complied with the 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, 2021** terminating on **January 1, 2024** 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 Joseph Sabatini 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 Philip Crosson 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:

ATTEST:

By: _____

Print Name

Title: _____

Clerk

This Resolution agreed to the _____ day of _____, 20____, by a
vote of:

_____ Affirmative _____ Abstain _____ Negative _____ Absent

STATEWIDE INSURANCE FUND

INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT made this _____ day of _____ 20
_____, in the

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, 2024, 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:

ATTEST:

By: _____

Print Name

Title: _____

Clerk

STATEWIDE INSURANCE FUND

By: _____

Chairman

ATTEST: _____

Secretary

Dated: _____

Resolution 217-2020

RESOLUTION APPOINTING RISK MANAGEMENT CONSULTANT

WHEREAS, Township of Byram (hereinafter "Local Unit") has joined the Statewide Insurance Fund (hereinafter "Fund"), a joint insurance fund as defined in N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the Bylaws require participating members to appoint a Risk Management Consultant, as those positions are defined in the Bylaws, if requested to do so by the "Fund"; and

WHEREAS, the Local Unit has complied with relevant law with regard to the appointment of a Risk management Consultant; and

WHEREAS, the "Fund" has requested its members to appoint individuals or entities to that position; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of "Local Unit", in the County of Sussex and State of New Jersey, as follows:

- 1. Township of Byram (Local Unit) hereby appoints Skylands Risk Management, Inc. its Risk Management Consultant.
2. The Mayor (authorized representative of the public entity) and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant's Agreement for the year 2021 in the form attached hereto.

Name of Entity: Township of Byram

Attest:

Name

Name and title
Alexander Rubenstein, Mayor

Certification

I, Clerk of the Township of Byram, County of Sussex, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the governing body on , 20

Clerk

Witness my hand and seal of the

of

This day of , 20

**2021 FUND YEAR
STATEWIDE INSURANCE FUND**

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 20____, among the Statewide Insurance Fund ("FUND"), a joint insurance fund of the State of New Jersey, _____ Township of Byram _____ ("MEMBER") and _____ Skylands Risk Management, Inc. _____ ("RISK MANAGEMENT CONSULTANT") through a fair and open process, pursuant to N.J.S.A.19:44A-20.4.

WHEREAS, the CONSULTANT has offered to the MEMBER professional risk management consulting services as required by the Bylaws of the FUND; and

WHEREAS, the CONSULTANT has advised the FUND that he/she is familiar with the terms, conditions and operations of the FUND; and

WHEREAS, the MEMBER desires these professional services from the CONSULTANT; and

WHEREAS, the MEMBER has complied with relevant law in regard to the appointment of a Risk Management Consultant; and

WHEREAS, the Bylaws of the FUND require that members engage a CONSULTANT and that the CONSULTANT comply with certain requirements set forth therein.

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - (a) assist in evaluating the MEMBER'S exposures and advise on matters relating to the Member's operation and coverage.
 - (b) explain to the MEMBER, or its representatives, the various coverages available from the FUND.
 - (c) explain to the MEMBER, or its representatives, the terms of the member's commitment and obligations to the FUND.
 - (d) explain to the MEMBER, or its representatives the operation of the FUND.

- (e) prepare applications, statements of values, etc., on behalf of the MEMBER, if required by the FUND.
- (f) review the MEMBER'S assessment and assist in the preparation of the MEMBER'S insurance budget.
- (g) review losses and engineering reports and provide assistance to the MEMBER'S safety committee, if required.
- (h) assist in the claims settlement process, if required, by MEMBER or FUND.
- (i) attend the majority of meetings of the Fund Commissioners or Executive Committee, if requested, and perform such other services as required by the MEMBER or the FUND.
- (j) comply with the obligations imposed upon Risk Managers in the FUND'S Bylaws.
- (k) act in good faith and fair dealing to the FUND.
- (l) perform other duties for the FUND as may be required from time to time by the FUND.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- (a) The CONSULTANT shall be paid by the FUND, on behalf of the MEMBER, a fee as compensation for services rendered. Said fee, an apportionment of the MEMBER'S assessment: 6% of workers' compensation (excluding any fees, PLIGA, and loss ratio apportionment); 7.5% of non WC assessment (excluding any fees, PLIGA, and loss ratio apportionment);
- (b) The CONSULTANT shall be entitled to compensation for services provided during any calendar year only if the CONSULTANT has been appointed and holds the position of Risk Management Consultant, as of January 31 of the said calendar year for counties and municipalities holding general elections and July 30 for municipalities holding regular elections.
- (c) For any insurance coverages authorized by the MEMBER to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND'S assessment in computing the fee set forth in 2(a).
- (d) If the MEMBER shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the MEMBER a fee at a rate to be negotiated by the parties.

3. The term of this Agreement shall be from **January 1, 2021** to **January 1, 2022**. However, this Agreement may be terminated by either party at any time by mailing to the other thirty (30) days written notice, certified mail return receipt.
4. The CONSULTANT shall comply with all laws applicable to producers who provide insurance products to public entities and shall comply with all applicable statutes and regulations relating to joint insurance funds.
5. The CONSULTANT agrees to comply with all affirmative action laws applicable in accordance with Exhibit A and to submit all necessary documentation establishing compliance within seven (7) days of this Agreement.

ATTEST:

Member Representative

ATTEST:

Risk Management Consultant Corporate Officer

ATTEST:

Statewide Insurance Fund Chairperson

**EXHIBIT A
STATEWIDE INSURANCE FUND**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

The successful professional service entity shall submit to the Statewide Insurance Fund, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of a completed Employee Information Report (Form AA302) provided by the Division of Contract Compliance and completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Statewide Insurance Fund during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: Skylands Risk Management, Inc.
Risk Management Consultant

SIGNATURE: _____

PRINT NAME: Wayne F. Dietz

TITLE: President

DATE: _____