

RESOLUTION

**TO RELEASE CERTAIN PERFORMANCE GUARANTEES
AND ESCROWS**

BE IT RESOLVED that certain performance guarantees and escrows have been recommended by the Planning Board and Township Engineer to be reduced,

NOW, THEREFORE BE IT RESOLVED that the following refunds be issued:

Amount	Block / Lot	Street Address	Applicant	Type of Permit
\$2,000.00	3/15.08	11 Ramsey Rd	Denise Hucke	Perf.Guarantee
\$ 53.73	63/3.19	22 Sunrise Circle	Esthela Freire	Escrow
\$2,265.20	63/3.19	22 Sunrise Circle	Esthela Freire	Perf.Guarantee

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: January 27, 2021

RESOLUTION

RESOLUTION TO CARRY OVER VACATION DAYS FROM 2020

WHEREAS, “Vacation (f)” of the Clinton Township Personnel Policies, Practices and Regulations permits employees to carry over vacation days for the year 2020; and,

WHEREAS, permission to do so must be granted by Mayor and Council; and,

WHEREAS, current vacation days carried over into the subsequent year must be used by June 30, 2021 pursuant to Resolution 166-2020 approved by Mayor and Council December 9, 2020.

<u>First Name</u>	<u>Last name</u>	<u>Carry-over Vacation Hours</u>
Mike	Akers	261
Larry	Anthes	77.5
Joe	Borowski	76
Scott	Bowerbank	16
Harry	Bugal	31.5
James	Burke	56
Shane	Carle	90
Patty	Centofanti	66
Carla	Conner	184
Thomas	DeRosa	40
Brian	Dickson	199
Deb	Dominijanni	101
Brian	Eick	64
Denise	Filardo	103
Jeff	Glennon	23.5
Tracey	Housel	53
Terri	Howell	93.5
Steve	Indyk	48
Umair	Latif	100

<u>First Name</u>	<u>Last name</u>	<u>Carry-over Vacation Hours</u>
Lynn	Lorenz	186
Drew	MacQueen	36
Kim	Marino	67
Marty	Martinson	60
William	Musacchio	150
Frank	Praino	138
Nicholas	Praino	18
Jenn	Petruzziello	68
Chris	Ramos	108
Sean	Ross	130.5
Lisa	Saharic	35
Joe	Sangiovanni	48
Peter	Schlesier	80
Tom	Silva	90
Jeff	Smith	24
John	Tiger	12
Jeff	Ward	27.5
Steve	Will	178.5
Mike	Wright	116.5

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: January 27, 2021

RESOLUTION

RESOLUTION FOR RENEWAL OF MEMBERSHIP

WHEREAS, the Township of Clinton is a member of the Somerset County Joint Insurance Fund (hereinafter the “Fund”); and

WHEREAS, effective December 31, 2020, said membership will expire unless earlier renewed; and

WHEREAS, the Township of Clinton desires to renew said membership.

WHEREAS, the Township of Clinton is afforded the following types of coverages:

- Commercial General Liability Insurance, including Law Enforcement Liability & Emergency Responder Liability; Employee Benefits Liability,
- Automobile Liability Insurance;
- Workers' Compensation and Employer's Liability;
- Property, Inland Marine, Mobile Equipment, Boiler & Machinery, and Automobile Physical Damage (specified & scheduled vehicles);
- Educator’s Legal Liability or Public Entity Liability & Employment Practices Liability;
- Non-Owned Aircraft Liability (specified & scheduled drones);
- Crime Coverage
- Pollution Coverage
- Student Blanket and Educator’s Medical Professional Liability, if applicable

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Township of Clinton hereby renews its membership in the Fund for a three (3) year period, beginning January 1, 2021 and ending December 31, 2023.
2. The Township of Clinton hereby ratifies and reaffirms the Indemnity and Trust Agreement, By-Laws and other organizational and operational documents of the Fund as from time to time may be amended by the Fund and/or the Department of Banking and Insurance in accordance with the applicable statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. The Township of Clinton agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
4. The Township of Clinton agrees that as a member of the Fund the Township of Clinton must purchase all types of coverages offered by the Fund which are applicable to the Township of Clinton.

I hereby certify that the above resolution was adopted by the Township of Clinton at their meeting held on the 27th day of January, 2021.

(Authorized Representative(s) of Public Entity)

SCJIF Representative

Date: _____

SOMERSET COUNTY JOINT INSURANCE FUND
INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT, is made this _____ day of _____, 20____, by and between the Somerset County Joint Insurance Fund ("Fund") and the Governing Body of the _____ hereinafter referred to as ("Local Unit, and/or Member"),

WHEREAS, the Fund seeks to provide its members with insurance coverage; and

WHEREAS, N.J.S.A. 40A:10-36 et. seq., and the regulations enacted pursuant thereto allow local units of government to join together to establish a joint insurance fund; and

WHEREAS, the Department of Banking & Insurance and Department of Community Affairs approved the Fund effective January 1st, 1994; and

WHEREAS, the Local Unit has agreed to become a member of the Fund in accordance with and to the extent provided in the By-Laws of the Fund and in consideration of such obligations and benefits to be shared by the membership of the Fund.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Local Unit hereby agrees to be a member of the Fund for an initial period of three (3) years, the commencement of which shall coincide with the effective date of the Local Unit's membership of the Fund.
2. The Local Unit hereby ratifies and affirms the Indemnity and Trust Agreement, By-Laws and other organizational and operational documents of the Fund as from time to time may be amended by the Fund and/or the Department of Banking and Insurance in accordance with the applicable statutes and administrative regulations as if each and every one of said documents were executed contemporaneously herewith.
3. The Local Unit agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
4. The Local Unit agrees that as a member of the Fund, the Local Unit must purchase all types of coverages offered by the Fund which are applicable to the Fund Member, including all the types of insurance listed in the Resolution to Join, attached hereto and incorporated herein.
5. The Local Unit certifies that it 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 this Resolution.
6. In consideration of the membership in the Fund, the Local Unit agrees that it shall jointly and severally assume and discharge the liabilities 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 Local Unit is pledged to the punctual payment of any sums which shall become due to the Fund in accordance with the By-Laws thereof. However, nothing herein shall be construed as an

obligation of the Local Unit for claims and expenses which are not covered by the Fund, or in any amount which exceeds the Fund's limit of liability.

7. If the Fund in the enforcement of any part of this Agreement shall incur necessary expenses or become obligated to pay attorneys' fees and/or court costs, the Local Unit agrees to reimburse the Fund for all reasonable expenses, fees, and costs on demand.

8. The Local Unit and the Fund agree that the Fund shall hold all monies, in excess of the individual Local Unit's retained loss fund, paid by the Local Unit to the Fund as fiduciaries for the benefits of Fund claimants.

10. The Fund shall establish separate Trust Accounts for each of the following categories of risk and liability, if applicable.

- a. Commercial General Liability Insurance, including Law Enforcement Liability & Emergency Responder Liability; Employee Benefits Liability,
- b. Automobile Liability Insurance
- c. Workers' Compensation and Employer's Liability;
- d. Property, Inland Marine, Mobile Equipment, Boiler & Machinery and Automobile Physical Damage (specified & scheduled vehicles);
- e. Educator's Legal Liability or Public Entity Liability & Employment Practices Liability and Medical Professional Liability, if applicable

The Fund shall maintain Trust Accounts aforementioned as in accordance with N.J.S.A. 40A:10-36 et seq., N.J.S.A. 40:5-1, and such other statutes and regulations as are applicable to joint insurance funds. More specifically, each of the aforementioned separate Trust Accounts shall be utilized solely for the payment of claims, allocated claims expense and excess insurance or reinsurance premiums for each such risk or liability.

11. The Local Unit is authorized and directed to execute the Resolution to Join and other such documents signifying membership in the Fund as are required by the Fund's By-Laws.

12. Each Local Unit who shall become a member of the Fund shall be obligated to execute this Agreement.

(Authorized Representative(s) of Public Entity)

(SCJIF Representative)

Date: _____

RESOLUTION

RESOLUTION RESCINDING THE APPLICATION FOR THE REVENUE DEFICITS DUE TO COVID-19

WHEREAS, on November 12, 2020, the Township Council of the Township of Clinton approved Resolution # 157-2020 allowing application for Revenue Deficits due to Covid-19 to made to the Division of Local Government Services, and

WHEREAS, this application was subsequently approved by the Division of Local Government Services in the amount of \$312,000.00, and

WHEREAS, it has been determined by the Township of Clinton that there is no need for this application or special provision for Revenue Deficits due to Covid-19,

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Clinton that the application for Revenue Deficits due to Covid-19 approved by Resolution #157-2020 is hereby rescinded and,

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the Division of Local Government Services upon approval to show that the application is hereby rescinded.

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: January 27, 2021

RESOLUTION

RESOLUTION TO ESTABLISH A PETTY CASH FUND

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of a petty cash fund in any county of municipality by application and resolution, and,

WHEREAS, it is the desire of the Township of Clinton, County of Hunterdon, to establish such a fund for the Finance Department in the amount of \$250.00; and,

WHEREAS, the custodian for this fund is, Gregory Fehrenbach, who is bonded for the amount of \$2,000,000; such custodian shall maintain records for this fund in a manner conducive to proper accounting and auditing procedures;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Township of Clinton, County of Hunterdon, hereby authorizes such action and that two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval.

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: January 27, 2021

RESOLUTION

RESOLUTION TO RESCIND PETTY CASH FUND

WHEREAS, it is the desire of the Township of Clinton, County of Hunterdon, that the petty cash fund for the Recreation Department be rescinded,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Township of Clinton, County of Hunterdon, hereby authorizes such action and two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval.

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: January 27, 2021