

MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND

9 Campus Drive, Suite 216
Parsippany, NJ 07054
Telephone (201) 881-7632

BULLETIN MEL 19-07

Date: January 1, 2019
To: Fund Commissioners of Member Joint Insurance Funds
From: Underwriting Manager, Conner Strong & Buckelew
Re: JIF Crime Policy and MEL Crime Policy

The bulletin does not apply to “workers compensation only” members of NJPHA JIF.

JIF CRIME POLICY

Coverage	Limit of Insurance
O: Public Employee Dishonesty	\$50,000
B: Forgery or Alteration	\$50,000
C: Theft, Disappearance & Destruction	\$50,000
D: Robbery & Safe Burglary	\$50,000
F: Computer Fraud with Funds Transfer	\$50,000

Member Entity Deductible: **As noted below*

Who Is Covered: All employees and volunteers. Does not provide Statutory Bond coverage (see Coverage Parts II and III in the MEL Crime Policy).

JIF	Deductible	JIF	Deductible
Atlantic	\$1,000	NJPHA	\$1,000
Bergen	\$2,500	NJSI	\$1,000
Burlington	\$1,000	Ocean	\$2,500
Camden	\$2,500	PAIC	\$1,000
Central	\$2,500	PMM	\$2,500
First	\$1,000	South Bergen	\$2,500
Mid Jersey	\$1,000	Sub Essex	\$2,500
Monmouth	\$2,500	Sub Municipal	\$2,500
Morris	\$1,250	TRICO	\$1,000

MEL CRIME POLICY

COVERAGE PART I: EXCESS CRIME POLICY

Coverage	Limit of Insurance
O: Public Employee Dishonesty	\$950,000
B: Forgery or Alteration	\$950,000
C: Theft, Disappearance & Destruction	\$950,000
D: Robbery & Safe Burglary	\$950,000
F: Computer Fraud with Funds Transfer	\$950,000

Excess of: JIF Crime Policy limits

Who Is Covered: All employees and volunteers. Does not provide coverage for statutory positions (see Coverage Parts II and III in the MEL Crime Policy).

COVERAGE PART II: EXCESS PUBLIC OFFICIALS BOND

Coverage	Limit of Insurance
O: Public Employee Dishonesty and Faithful Performance	\$1,000,000

Deductible:

- The amount said persons are required by statute to be individually bonded, whether or not such individual has a commercial crime insurance policy in place; or
- The amount of the individual commercial crime insurance policy in place.

Who Is Covered: All persons in positions required to be statutorily bonded who have not applied or have not been approved for Coverage under the MEL Statutory Positions Bond. ** Please see below for specific positions required to be underwritten prior to receiving coverage (see Addendums 1 and 2). **

COVERAGE PART III: STATUTORY POSITION BOND

Coverage	Limit of Insurance
O: Public Employee Dishonesty and Faithful Performance	\$1,000,000

Deductible: \$1,000

Who Is Covered: All persons in positions required to be statutorily bonded who have applied or have been approved for Coverage under the MEL Statutory Positions Bond. ** Please see below for specific positions required to be underwritten prior to receiving coverage (see Addendums 1 and 2). **

** POSITIONS REQUIRED TO BE UNDERWRITTEN **

- Treasurer
- Tax Collector
- Utility Collector
- Library Treasurer
- Chief Financial Officer, but only if such position assumes the duties of the treasurer

Please note, the positions of judge, magistrate, court administrator/clerk, and paid treasurers of fire districts are other typical positions required to be statutorily bonded, but they do not require underwriting. Volunteer treasurers of fire companies/districts and volunteer treasurers of volunteer ambulance corporations are covered under the JIF Blanket Bond.

As respects municipalities in Bergen County in the Bergen, South Bergen, Suburban Essex, and NJ Municipal Self-Insurers JIFs:

The attached memorandum from the New Jersey Superior Court requires each municipality to appoint a Municipal Court Administrator from another Bergen County municipality as Acting Court Administrator when the Municipal Court Administrator is out on a scheduled or unscheduled leave of absence. In accordance with NJSA 2B:12-10(b), the sending municipality must bond the Acting Municipal Court Administrator.

- 1) If the sending municipality is a member of the Bergen, South Bergen, Suburban Essex or NJ Municipal Self-Insurers JIF (all part of the MEL JIF), the sending municipality automatically has the required coverage in place. Attached are blanket certificates of insurance to share with the receiving municipality.
- 2) If the sending municipality is not a member of a MEL-affiliated JIF, the receiving municipality should request evidence of the appropriate coverage in place.

If you have any questions please contact your Risk Management Consultant, JIF Executive Director or the Underwriting Manager.

This bulletin is for information purposes only. It is not intended to be all-inclusive, but merely an overview. It does not alter, amend or change your coverage. Please refer to specific policies for limits, terms, conditions and exclusions.

ADDENDUM 1

Certain Statutory Positions Underwriting Submission

ONLY APPLICABLE TO the Treasurer, Tax Collector, Utilities Collector and Library Treasurer, including the Chief Financial Officer who handles monies as part of their responsibilities for the member entity normally handled by the treasurer; deputies or assistants to these positions **do not** need to be underwritten.

A completed application (Addendum 3) and FCRA Consumer Disclosure and Authorization Form (Addendum 4) are required for each employed position in order for the MEL to consider providing coverage. The application should be provided at the initial application for coverage, as well as 120 days prior to each of the entity's renewals with the JIF. Attached are copies of both documents as Addendums 3 and 4. The individual to be bonded must complete and sign the application. The MEL Underwriting Manager Unit is responsible for the administration of the Statutory Position Bond Program.

New applications and deletions (including the date of deletion) should be sent to:

Conner Strong & Buckelew
Attn: MEL Underwriting Service Center
Email: MELREQUEST@connerstrong.com
40 Lake Center Executive Park
401 Route 73 North
PO Box 989
Marlton, NJ 08053

The minimum requirements for coverage approval are:

- Fully completed application;
- Applicant has no pending bankruptcy, insolvency, lawsuits for non-payment, liens or judgments, including with any organization the applicant has an ownership interest of at least 10%;
- Financial history of the applicant;
- Completed FCRA Consumer Disclosure and Authorization Form; and
- Credit score of 600 or above.

Please note, if you submitted an application after July 1st of the same year, a new submission is not needed.

Certain Statutory Positions Underwriting Approval Process

Upon receipt of the signed and completed application and form, the MEL Underwriting Manager unit will review the application based on the established underwriting criteria. If approved, the MEL Underwriting Manager will notify the applicant by letter. The member town policy will be endorsed accordingly. A certificate of insurance will be sent to the Risk Management Consultant and or JIF Executive Director, or Town Clerk in absence of a Risk Management Consultant.

If declined, a declination letter will be sent to the applicant. A copy will go to the member entity (municipal clerk) and the member's RMC. The letter will also outline the appeal process. The applicant is allowed to file an appeal with the MEL Appeal Board.

Appeal Submission Requirements

The applicant's appeal is required to include the following. Additional information may also be requested.

1. Personal testimony from the Applicant in writing detailing exactly what circumstances led to your current financial status and detailed steps you are taking to improve it.
2. Letter of Recommendation from the Town Councilman/Finance Chairman on the Applicant's quality of work.
3. Either:
 - a. Letter from the town auditor discussing the internal controls in place with respect to the Applicant's handling of monies to address the situation, including a resolution from the Governing Body adopting those controls; or
 - b. A letter from the CFO outlining changes in the position (Treasurer, Tax Collector, etc.) that would prevent a future loss by the applicant.

This information should be sent by the applicant directly to the Underwriting Manager's attention.

After initial bond approval, an underwriting review will be conducted on an existing official upon renewal of the employers' term of membership with the JIF. An application must be submitted for each renewal the employer has with the JIF.

Renewal certificates of insurance will be sent to the current Risk Management Consultant (or Town Clerk, in the absence of a Risk Management Consultant), JIF Executive Director, and Applicant.

New Jersey

A SUMMARY OF YOUR RIGHTS UNDER THE NEW JERSEY FAIR CREDIT REPORTING ACT

The State of New Jersey Fair Credit Reporting Act (NJFCRA) is designed to promote accuracy, fairness, consumer confidentiality, and the proper use of credit data by each consumer reporting agency ("CRA") in accordance with the requirements of the NJFCRA.

The NJFCRA is modeled after the Federal Fair Credit Reporting Act. You have received a Summary of Your Rights under the Federal Fair Credit Reporting Act. The two Acts are almost identical, as are your rights under them. You can find the complete text of the NJFCRA at the Department of Consumer Affairs. You may seek damages for violations of the NJFCRA. If a CRA, a user, or (in some cases) a provider of CRA data violates the NJFCRA, you may have a legal cause of action.

For questions or concerns regarding the NJFCRA, please contact:

DIVISION OF CONSUMER AFFAIRS

Department of Law and Public Safety
124 Halsey Street
Newark, NJ 07102

Phone: 800-242-5846 / 973-504-6200

ADDENDUM 2

COVERAGE PART III Assessments

<u>Population</u>	<u>Annual Assessment</u>
Up to 10,000	\$ 500
10,001 to 20,000	\$1,000
20,001 to 30,000	\$1,250
30,001 to 40,000	\$1,500
40,001 to 50,000	\$2,000
50,001 and up	\$2,750

This assessment will cover all of the positions listed below and is the same no matter how many positions you elect to cover. Therefore, if you elect to include one position listed below, any additional positions listed below will be covered at no additional assessment.

- Treasurer
- Tax Collector
- Utilities Collector
- Library Treasurer
- Chief Financial Officer, where applicable

The assessment will be prorated to the date of the first bond's effective date.

ADDENDUM 3



Municipal Excess Liability Joint Insurance Fund

**Public Official Bond Surety Application
and Indemnity Agreement**

**MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND
PUBLIC OFFICIAL BOND SURETY APPLICATION and INDEMNITY AGREEMENT**

CERTIFICATE OF DESIGNATION OF DEPOSITORIES

Name of Applicant _____

Name of Member Entity (Obligee) _____

This is to certify that the following financial institutions are duly designated as depositories for the funds of: _____

Name of Financial Institution _____

Business Address: _____
 Street City State Zip

Name of Financial Institution _____

Business Address: _____
 Street City State Zip

Name of Financial Institution _____

Business Address: _____
 Street City State Zip

Member Entity _____ Signature of Secretary _____ Date _____

INDEMNITY AGREEMENT

The undersigned Applicant and Indemnitor (s) all hereinafter called the Indemnitor (s) hereby certify that the foregoing declarations made and answers given, are the truth without reservation and are made for the purpose of inducing Municipal Excess Liability Joint Insurance Fund (MEL) c/o PERMA Risk Management Services, 9 Campus Drive, Parsippany, NJ 07054 for itself and its affiliates, parents and subsidiaries, hereinafter called Surety, to issue the bond (s) or undertaking (s) applied for and any renewal and increase of the same or of any bond (s) or undertaking (s) of similar nature given in substitution or renewal thereof (all comprehended in the word “bond (s)” or “undertaking (s)” as herein used). The Indemnitor (s) agree that the Surety may decline the bond (s) applied for or may cancel or terminate the same without incurring liability whatsoever to the Indemnitor (s). In consideration of the Surety executing said bond (s) or undertaking (s) or the forbearance of cancellation of any bond (s), the Indemnitor (s) do undertake and agree as follows:

Indemnitor (s) hereby expressly authorize the MEL to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) to verify information supplied to MEL (b) for underwriting purposes; and (c) upon establishment of a reserve, for debt collection. The Indemnitor (s) will at all times indemnify and keep indemnified, the Surety and hold and save it harmless from and against any and all damages, loss, costs, charges and expenses of whatsoever kind or nature, including counsel and attorney’s fees, whether incurred under retainer or salary or otherwise, which it shall or may, at any time, sustain or incur by reason or in connection with furnishing any bond or undertaking. To deposit with the Surety on demand an amount sufficient to discharge any claim made against the Surety on the bond (s) or undertaking (s). This sum may be used by

**MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND
PUBLIC OFFICIAL BOND SURETY APPLICATION and INDEMNITY AGREEMENT**

Surety to pay such claim or be held by Surety as collateral security against loss or cost on the bond (s) or undertaking (s).

I do also expressly relieve said MEL and all others from liability for disclosing or furnishing any information it may have obtained concerning me or my affairs and so also relieve said MEL from any compliance with any provisions of any laws concerning the disclosure of any knowledge or information which may have been obtained concerning me or my affairs and do release and discharge said MEL and every person, association, firm or corporation furnishing it with any information concerning me or my affairs from any and all liability or responsibility under or by reason of any of the provisions of any of said laws and from any and all claims, demands, causes of action and damages that may have, or purport to have, arisen by reason of any such laws, or any amendments thereof, or supplements thereto.

Regardless of the date of signature (s), this indemnity agreement is effective as of the date of execution of aforementioned bond (s) or undertaking (s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein.

Signed this _____ day of _____, _____.

The MEL shall have the right, at its option, to fill in any blanks left herein, to correct any errors in the description of said bond or bonds or any of them, or in said premium or premiums, it being hereby agreed that such insertions, or corrections, when so made shall be **prima facie** correct.

Applicant _____

Notary

Signature

Seal

**MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND
PUBLIC OFFICIAL BOND SURETY APPLICATION and INDEMNITY AGREEMENT**

GENERAL INFORMATION

(Please Print)

Name of Applicant _____ Social Security No. _____

Home Address _____
Street City State Zip

Position to be Bonded: _____

Name of Member Entity (Obligee): _____

Member Entity Address:

_____ Street City State Zip

Amount of Bond \$1,000,000 Effective Date _____

Have there been any Bond losses in the last 5 years? Yes No

If yes, please provide details:

Has applicant ever been insolvent, bankrupt, or has pending lawsuits for non payment, liens or judgments

Yes No

If yes, provide full details: _____

Official Title of Applicant _____ Elected Appointed

Term of Office _____ years Begins (date) _____ Ends (date) _____

Have you previously occupied this position? Yes No

If yes, during what period _____

Present/Prior Surety Company _____

Bond Limit _____ Position Held _____

Has any Surety Company ever canceled, refused, renewed or declined an applicant for you?

Yes No

**MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND
PUBLIC OFFICIAL BOND SURETY APPLICATION and INDEMNITY AGREEMENT**

FINANCIAL INFORMATION

1. Amount of money handled during an annual term \$ _____
2. Largest amount at any one time under your control \$ _____
3. Are funds deposited as received? Yes No
4. Have you agreed to use only depositories designated by your superiors?
 Yes No
5. Does the applicant have authority to withdraw funds from depository by check?
 Yes No
If yes, is countersignature required? Yes No
By whom? _____
6. Who reconciles Bank Statements? _____
7. Is applicant a custodian of securities? Yes No
If yes, what amount \$ _____
Where are securities kept? _____
Is there joint control? Yes No
If yes, by whom _____
8. Did the CPA make any recommendations during the last audit?
 Yes No
9. Are your accounts audited on an annual basis? Yes No
If yes, by whom? _____
10. Does the applicant collect taxes? Yes No
If yes, what amount is to be collected? _____
11. To whom and when does the applicant make a report of insolvencies and delinquencies? _____
12. Is the applicant responsible for investment of funds? Yes No
If yes, is there a published investment policy which has been approved by the Obligee? Yes No
13. Is there someone other than the applicant checking at least annually to be sure the investment policy is being followed? Yes No

**MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND
PUBLIC OFFICIAL BOND SURETY APPLICATION and INDEMNITY AGREEMENT**

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NEW JERSEY FAIR CREDIT REPORTING ACT**

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Department of Law and Public Safety

124 Halsey Street

Newark, NJ 07102

Phone: 800-242-5846 / 973-504-6200

ADDENDUM 4



Municipal Excess Liability Joint Insurance Fund

Fair Credit Reporting Act Consumer Disclosure and Authorization

FAIR CREDIT REPORTING ACT CONSUMER DISCLOSURE AND AUTHORIZATION

In connection with your employment with _____ (the "Employer"), the Employer may obtain one or more consumer reports or investigative consumer reports (or both) about you, as defined in the Federal Fair Credit Reporting Act, 15 U.S.C. 1681 *et seq.*, for employment purposes. These purposes may include hiring, bonding, contract, assignment, volunteering, promotion, re-assignment, and termination. The reports will include information about your credit, character, general reputation, personal characteristics, and mode of living.

We will obtain these reports through a consumer reporting agency. It may be a "consumer report" bearing on your credit worthiness, credit standing, and credit capacity which is used or expected to be used as a factor in making an employment-related decision about you. It may be an "investigative consumer report" that includes information as to your character, general reputation, personal characteristics, and mode of living obtained through personal interviews with your prior employers or with others who may have knowledge concerning any such items of information. If the Employer obtains an investigative consumer report, you have the right to request disclosure of the nature and scope of the report, which involves personal interviews with sources such as your neighbors, friends, or associates.

The Employer may not obtain any consumer report on you for employment purposes without your written authorization. Also, the Employer may not obtain medical information about you without your express consent to the release of medical information. Consent to the release of medical information is *not* covered by the authorization contained in this document.

Consent and General Authorization to Obtain Consumer Report as Described Above

I hereby authorize the Employer, now or at any time while I am in a relationship with the Employer, to obtain a consumer report, or an investigative consumer report, on me. This authorization does not authorize the release of medical information. I also acknowledge receipt from the Employer on this date of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "A Summary of Your Rights Under the New Jersey Fair Credit Reporting Act."

Employee's/Applicant's Signature

Today's Date

Employee's/Applicant's Name Printed

SUPERIOR COURT OF NEW JERSEY

BONNIE J. MIZDOL
ASSIGNMENT JUDGE




BERGEN COUNTY JUSTICE CENTER
SUITE 425
HACKENSACK, NJ 07601-7699
(201) 527-2280
FAX (201) 371-1110

Memorandum

To: Bergen Municipal Court Judges
Bergen Mayors

cc: Hon. Roy F. McGeady, PJMC
Laura Simoldoni, TCA
Brendis Montijo-Wrigley, MDM
Bergen Municipal Court Administrators

From: Hon. Bonnie J. Mizdol, AJSC 

Subject: Orders of Provisional Authority and Designation

Date: November 29, 2016

In furtherance of our efforts to secure seamless and continuous accessibility to a Bergen Vicinage Municipal Court Administrator during this critical time of implementation of Criminal Justice Reform, Bergen shall be instituting a policy which requires appointment on a provisional basis of an Acting Municipal Court Administrator to undertake court duties when the Municipal Court Administrator is out on a scheduled¹ and/or unscheduled² leave of absence. The policy is designed to satisfy statutory obligations of each municipal court to meet the requirements of Criminal Justice Reform.

Attached you will find the proposed designation order and a "sample" written consent and agreement³ between the two (2) municipalities involved to ensure compliance with Code of Conduct provisions. Each municipality must complete the compensation provision before execution.

The Administrator provisionally appointed as an Acting Municipal Court Administrator shall be a Municipal Court Administrator in another Bergen municipal court, who is fully accredited with certification in good standing. All such judicial officers exercising the functions of the Acting Municipal Court Administrator shall sign documents as "Acting Municipal Court Administrator." In accordance with N.J.S.A. 2B:12-10(b) the Acting Municipal Court Administrator shall be paid at a rate established by the judge but not exceeding that established for the Municipal Court Administrator. The Acting Municipal Court Administrator shall be bonded or insured⁴ against loss and misappropriation of public funds by the sending municipality.

Kindly transmit a copy of the Order of Provisional Authority and the written consent and agreement to myself and Brendis Montijo-Wrigley, MDM not later than January 16, 2017.

As always, thank you in advance for your prompt attention to this matter.

¹ Vacation Leave, Administrative/Personal Leave, Disciplinary Suspension, Comp. Days

² Sick Leave, Family and Medical Leave

³ Code of Conduct – Cannon - Dual Employment

⁴ N.J.S.A. 2B:12-12 Bond and Insurance

Municipality of [_____] and Municipality of [_____]

County of Bergen

State of New Jersey

DATE: _____

CONSENT AND AGREEMENT

TO THE EXECUTION OF AN ORDER OF PROVISIONAL AUTHORIZATION AND DESIGNATION OF AN ACTING MUNICIPAL COURT ADMINISTRATOR BETWEEN THE MUNICIPALITY OF _____ AND THE MUNICIPALITY OF _____

WHEREAS, pursuant to N.J.S.A. 2B:12-10 the Municipality of _____ and the Municipality of _____ are required to provide for a Municipal Court Administrator; and

WHEREAS, pursuant to N.J.S.A 40A:65-1 et. seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities to share services that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, in accordance with N.J.S.A. 2B:12-1(c) the Municipality of _____ and the Municipality of _____ consent and agree to share the professional services of the Municipal Court Administrator on a provisional basis to undertake the duties of the absent Municipal Court Administrator during scheduled and/or unscheduled leaves, within the two respective municipalities; and

WHEREAS, [insert the pay rate as required by N.J.S.A. 2B:12-10(b)]

NOW THEREFORE BE IT RESOLEVD, this ____ day of _____ 2016, that the Municipality of _____ and the Municipality of _____ consent to the above agreement.

Witness/Attest

Municipality of _____

Clerk/Administrator

Mayor

Witness/Attest

Municipality of _____

Clerk/Administrator

Mayor

ORDER
OF PROVISIONAL AUTHORITY TO THE POSITION
[name of municipality] ACTING MUNICIPAL COURT
ADMINISTRATOR

This document provides for the continuity of essential functions through the orderly succession and provisional appointment of an Acting Municipal Court Administrator to the _____ Municipal Court within the Bergen Vicinage on an interim basis to provisionally undertake the duties of the court's Municipal Court Administrator during scheduledⁱ and/or unscheduledⁱⁱ leaves of absence, a disaster or national security crises, until the absence or inability ceases.

IT IS ORDERED, on this _____ day of _____, 20____, _____, [Fully Accredited or Certified], is hereby designated Acting Court Administrator to serve temporarily in the absence of the _____ Municipal Court Administrator until the further order of the court and to have the following powers:

- _____ JMC Initial a) Issue, process and sign arrest warrants pursuant to Rule 7:2-1(c);
- _____ JMC Initial b) Issue arrest warrants or summonses in citizen complaints pursuant to Rule 7:2-2(a);
- _____ JMC Initial c) Set bail in the _____ Municipal Court pursuant to Rule 7:4-2(a) in non-indictable and municipal ordinance offenses;
- _____ JMC Initial d) On motor vehicle offenses, perform ministerial acts set forth in N.J.S.A. 39:5-6;
- _____ JMC Initial e) Have the attestation and signatory powers on process orders, warrants or judgments as set forth in N.J.S.A. 2B:12-13;
- _____ JMC Initial f) Exercise the powers to administer oaths for complaints, and issue warrants and summonses and to set conditions of pre-trial release as set forth in N.J.S.A. 2B:12-21.

This order shall remain in full force and effect from the _____ day of _____, 20____, and shall remain so unless revoked, amended, or modified by the undersigned.

_____, J.M.C. _____ Date

I, _____, certify that the above mentioned acting municipal court administrator has been bonded or insured by the municipality from the _____ day of _____, 20__ until the _____ day of _____, 20__.

Borough Administrator/Clerk (Signature) _____ **Date**

ⁱ Vacation Leave, Administrative/Personal Leave, Disciplinary Suspension, Comp. Days
ⁱⁱ Sick Leave, Family and Medical Leave