

TOWNSHIP OF HARDWICK  
WARREN COUNTY, NEW JERSEY

**December 26, 2017**

The Year End Meeting of the Hardwick Township Committee was held on this date at the Municipal Building, 40 Spring Valley Road, Hardwick, New Jersey. This meeting was called to order at 4:06PM by the Township Clerk Judith Fisher who noted that this meeting was being held in compliance with the "Open Public Meetings Act":

In accordance with Chapter 231 of the Public Laws of 1975, notice of this meeting was given by way of notice with the New Jersey Herald and/or the Express-Times, filed in the Municipal Clerk's Office and posted in the Hardwick Municipal Building.

**Roll Call:**

**Present:** Mayor James J. Perry, Deputy Mayor Kevin Duffy and Committeeman Alfred Carrazzone

**Absent:** None

**Also present:** Township Attorney Richard Wenner, CPWM Thomas Campbell and Municipal Clerk Judith Fisher

**Absent:** Engineer Ted Rodman and Christine Rolef, CFO

**Payment of the Bills:**

**A motion** was made by Mr. Carrazzone, seconded by Mr. Duffy and carried to authorize the payment of the bills in the amount of \$20,413.60

**Roll Call**

**Ayes:** Mr. Carrazzone, Mr. Duffy, Mayor Perry

**Nays:** None

**Abstentions:** None      **Absent:** None

**Resolution**

Motion made by Mr. Carrazzone, seconded by Mr. Duffy and carried to approve the following transfers:

**2017-48 Transfers as recommended by Christine Rolef, CFO**

WHEREAS, there appears to be insufficient funds in the below listed account(s) to meet the demands thereon for the balance of the current year, and

WHEREAS, there appears to be a surplus in the below listed account(s) over and above the amount deemed necessary for the balance of the current year.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Hardwick that, in accordance with the provisions of N.J.S.A. 40A: 4-58, part of the surplus in the account(s) heretofore mentioned be and same are hereby authorized as transfers to the account(s) mentioned as being insufficient, and

BE IT FURTHER RESOLVED, that the Finance Officer is hereby directed to make the following transfers:

FROM		TO	
Administration S/W	2,500.00	Tax S/W	2,960.00
Tax O/E	800.00	Tax Assessor O/E	186.00
Engineering	1,556.50	Legal	3,500.00
Electric	2,000.00	Planning O/E	275.00
Gas	1,200.00	Zoning O/E	10.50
Streets and Roads O/E	6,400.00	Streets & Roads S/W	6,400.00
Professional Codification	1,900.00	Building and Grounds	1,700.00
Finance S/W	400.00	Telephone	425.00
Animal Control O/E	100.00	Fica -Social Security	1,400.00
	<u>\$ 16,856.50</u>		<u>\$ 16,856.50</u>

**Roll Call**

**Ayes:** Mr. Carrazzone, Mr. Duffy, Mayor Perry

**Nays:** None

**Abstentions:** None      **Absent:** None

**OLD BUSINESS:**

**Insurance: RFP carried over from December 20 meeting**

Mr. Duffy noted that he reviewed both proposals, Statewide and PAIC. Statewide proposal for 2018 was \$49,549 and PAIC was \$37,382; both for the same coverage. After a brief discussion the Committee agreed to award the Insurance to PAIC for \$37,382.

Motin was then made by Mr. Duffy, seconded by Mr. Carrazzone and carried to award the Insurance to Sharon Cooper, agent for PAIC- \$37,382.

**Roll Call**

**Ayes:** Mr. Carrazzone, Mr. Duffy, Mayor Perry

**Nays:** None

**Abstentions:** None     **Absent:** None

**Resolutions:**

Motion made by Mr. Duffy, seconded by Mr. Carrazzone and carried to approve the following Resolutions. Voice vote was unanimous

**2017-49 PUBLIC ALLIANCE INSURANCE COVERAGE FUND RESOLUTION TO JOIN**

WHEREAS, a member of local units have joined together to form the Public Alliance Insurance Coverage Fund, hereinafter referred to as "**FUND**", as permitted by N.J.S. 40A:10-36; and

WHEREAS, the statutes governing the creation and operation of a Joint Insurance Fund contain elaborate restrictions and safeguards concerning the sale and efficient administration of the public interest entrusted to such a **FUND**; and

WHEREAS, the Township of Hardwick, here in after referred to as "**PUBLIC ENTITY**" has determined that membership in the Public Alliance Insurance Coverage Fund is in the best interest of the local unit; and

WHEREAS, the **Public Entity** agrees to be a member of the **FUND** for a period of three (3) years, effective January 1, 2018 at 12:01am standard time and said membership to terminate on January 1, 2021 at 12:01am standard time, and

WHEREAS, the **Public Entity** 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.

NOW, THEREFORE, BE IT RESOLVED that the **Public Entity** does hereby agree to join the Public Alliance Insurance Coverage Fund for all types of coverage offered by the Fund which are applicable to the Public Entity; and

NOW, THEREFORE, BE IT RESOLVED that the **Public Entity** will be afforded the following types of coverages:

Worker's Compensation

Package – Property, Boiler & Machinery, Crime, Cyber, Auto, General Liability, Police Professional & Environmental Impairment Liability

Public Officials Liability

BE IT FURTHER RESOLVED that Alfred Carrazzone is hereby appointed as the **Public Entity's** Fund Commissioner and that Judith Fisher is hereby appointed as the Alternate Fund Commissioner.

BE IT FURTHER RESOLVED that the **Public Entity's** Fund Commissioner is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership to the **Fund** as are 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 **Public Entity's** admission to the Fund.

**2017-50 PUBLIC ALLIANCE INSURANCE COVERAGE FUND INDEMNITY AND TRUST AGREEMENT**

This Agreement, made the 26<sup>th</sup> day of December, 2017, in the County of Warren. State of New Jersey, by and between the Public Alliance Insurance Coverage Fund, hereinafter referred to as "**FUND**", and the Governing Body of the Township of Hardwick hereinafter referred to as "**Public Entity**", and

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

Whereas, two or more public entities have collectively formed a joint insurance fund as is authorized and described in N.J.S.A. 40A:10-36 et.seq. as the regulations promulgated pursuant thereto; and

Whereas, the Public Entity has agreement to become a member of said 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, it is agreed as follows:

1. The Public entity 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 Public Entity's membership of the Fund.
2. The Public Entity hereby ratifies and affirms the bylaws and other organizational and operational documents of the Fund and as from time to time amended and altered by the Fund and/or Department of Banking and Insurance in accordance with the applicable statutes and regulations as if each and every one of said documents were executed contemporaneously herewith.

3. The Public Entity agrees to be a participating member of the Fund for the period provided for and to comply with all of the rules and regulations and obligations associated with said membership.
4. The Public Entity certifies that it has never defaulted on any claim if self-insured and has not canceled for non-payment of insurance premium for a period of at least two (2) years prior to the date hereof.
5. The Public Entity agrees that as a member of the Public Alliance Insurance Coverage Fund the Public Entity must purchase all types of coverage offered by the Fund which are applicable to the Public Entity.
6. In consideration of renewal of membership in the Fund, the Public Entity agrees that for those types of insurance in which it participates, the Public Entity 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 to this agreement. By execution hereof the full faith and credit of the Public Entity is pledged to the punctual payment of any sums which shall become due to the Fund in accordance with the bylaws thereof, the Agreement or any part applicable statute or regulation.
7. If the Fund, in the enforcement of any part of this Agreement, shall incur necessary expenses or become obligated to pay attorney's fees and/or court costs, the Public Entity agrees to reimburse the Fund for all such reasonable expenses, fees and costs on demand.
8. The Public Entity and the Fund agrees that the Fund shall hold all monies paid by the Public Entity to the Fund as Fiduciaries or the benefit of Fund claimants all in accordance the applicable statute and/or regulations.
9. The Fund shall establish and maintain Trust Accounts in accordance with N.J.S.C.11:15-2.13 and such other statutes and regulations as may be applicable.
10. Each Public Entity that becomes a member of the Fund shall be obligated to execute the agreement.
11. The Fund Commissions designated in the Resolution to Join is hereby authorized to execute this agreement.

#### **2017-51 PUBLIC ALLIANCE INSURANCE COVERAGE FUND RESOLUTION APPOINTING A RISK MANAGEMENT CONSULTANT**

WHEREAS, the Township of Hardwick, has resolved to join the Public Alliance Insurance Coverage Fund ("PAIC") following a detailed analysis; and

WHEREAS, the Bylaws of PAIC require that each Entity designate a Risk Management Consultant to perform various professional services as detailed ion the Bylaws and Risk Management Plan; and

WHEREAS, the Bylaws indicate that PAIC shall pay each Risk Management Consultant a fee to be established by the Executive Committee;

NOW THEREFORE, BE IT RESOLVED that the Township of Hardwick hereby appoints Public Alliance Insurance Coverage Fund (PAIC), as its Risk Management Consultant in accordance with the Fund's Bylaws.

**SHARED SERVICE/RESOLUTION:** Agreement between the Township of Hardwick, the and the Township of Blairstown Volunteer Fire Department and Blairstown First Responders for the Provision of Fire Protection Services Pursuant to N.J.S.A. 40A:65-1, et. seq

**SHARED SERVICE/RESOLUTION:** Agreement between the Township of Hardwick, the and the Township of Stillwater Fire Department and Stillwater First Responders for the Provision of Fire Protection Services Pursuant to N.J.S.A. 40A:65-1, et. seq

Stillwater Fire Agreement still needs changes and will not be approved tonight.

Blairstown Fire Agreement has had the changes made and according to Chief Inscho, all is correct. Mr. Carrazzone asked about brush fires, which was explained by Chief Inscho. Mr. Duffy is still undecided to approve. After a brief discussion a motion was made to approve only the Blairstown Fire agreement.

Motion was made by Mr. Duffy, seconded by Mr. Perry and carried to approve only the Blairstown Fire agreement as written and presented tonight.

#### **Roll Call**

**Ayes:** Mr. Duffy, Mayor Perry

**Nays:** None

**Abstentions:** Mr. Carrazzone      **Absent:** None

**Public Comments:**

A motion was made by Mr. Duffy, seconded by Mr. Carrazzone and carried to open this portion of the meeting for comments from the Public.

Mr. Stires wanted to Committee to know that he purchased the wreath that is by the Flag to honor the Veterans.

Mr. William Gold thanked the Committee and Clerk for their tireless efforts.

A motion was made by Mr. Duffy, seconded by Mr. Carrazzone and carried to close this portion of the meeting to the Public.

**Committee Comments:**

Mr. Duffy commented on the reckless behavior of the Mayor as a member of the Township Committee on Social Media.

Mr. Perry talked about the year the Township had a low surplus and that we were under the 2% CAP and the recent discussion with the Blairstown Fire Company on renewing their fire service agreement. He said that he had heard complaints and wanted to let the public know the truth.

Mr. Carrazzone felt that this all started with Mr. Perry when he was in negotiations with Blairstown Fire Company.

Mr. Duffy referred to a closed session in which information from this meeting was later discussed with the Blairstown Fire Company. Understanding was that closed session material was confidential and not discussed with the public.

Attorney Mr. Wenner commented that this is correct but not illegal to do.

Mr. Perry noted that the minutes would show that Blairstown's Agreement is for \$25,000 and Stillwater is for \$20,000. Both would have a 5 year contract.

This portion of the meeting was then opened to the public on a motion made by Mr. Duffy, seconded by Mr. Carrazzone and carried.

Mrs. Cooper, Risk Manger noted she has a need to know if there are any complaints filed against the Committee.

Mr. Bill Hughes asked Mr. Perry about his Health Insurance that he has not made any repayments to as he agreed to do when he took it. Mr. Perry's comment was that he would pay when he could.

Mr. Perry made the following appointment to the Land Use Board:

Gilbert Nielsen, Alternate #3 Clerk will notify the Secretary on this appointment.

Mr. Gold noted that this is a thankless job and that everyone should put their differences aside and in 2018 work together.

**Adjournment:**

A motion was made by Mr. Duffy, seconded by Mr. Carrazzone and carried to adjourn tonight's meeting of the Hardwick Township Committee at 5:26PM

Respectfully submitted,

Judith M. Fisher, RMC