

**GLOUCESTER COUNTY INSURANCE COMMISSION
AGENDA**

SPECIAL MEETING

THURSDAY, MAY 26, 2016

**2 SOUTH BROAD STREET
WOODBURY, NJ
9:00 AM**

**To attend the meeting via teleconference please dial 1- 866-921-5493
and enter passcode 6364276#**

OPEN PUBLIC MEETINGS ACT - STATEMENT OF COMPLIANCE

In accordance with the Open Public Meetings Act, notice of this meeting was given by:

- I. Sending sufficient notice to South Jersey Times and Courier Post, NJ**
- II. Filing advance written notice of this meeting with the Commissioners of the Gloucester County Insurance Commission,**
- III. Posting notice on the Public Bulletin Board at the office of the County Clerk.**

**GLOUCESTER COUNTY INSURANCE COMMISSION
AGENDA
OPEN PUBLIC MEETING: MAY 26, 2016
WOODBURY, NJ
9:00 AM**

- MEETING CALLED TO ORDER - OPEN PUBLIC MEETING NOTICE READ**
- ROLL CALL OF COMMISSIONERS**
- APPROVAL OF RESOLUTION 35-16.....Pages 2-6**
 - o Extending the Award of Professional Legal Services Contract to Archer & Greiner, PC in the matter of the Estate of Matthew McCloskey et al
- TREASURER – Tracey Giordano**
 - Resolution 36-16 May Bill List – Motion RequiredPage 7
 - Resolution 37-16 May Benefit Bill List – Motion RequiredPage 8
- CLOSED SESSION – Settlement Authorization Requests (SARS)Pages 9-10**
Resolution 38-16 Executive Session for purpose as permitted by the Open Public Meetings Act, more specifically to discuss SARS related to pending litigation as identified in the list of claims attached to this agenda.

Motion for Executive Session

- OLD BUSINESS**
- NEW BUSINESS**
- PUBLIC COMMENT**

-
- MEETING ADJOURNMENT**
 - NEXT SCHEDULED MEETING: June 23, 2016, 9:30 AM**
2 South Broad Street, Woodbury, NJ

RESOLUTION 35-16

**GLOUCESTER COUNTY INSURANCE COMMISSION EXTENDING THE
AWARD OF PROFESSIONAL LEGAL SERVICES CONTRACT TO
ARCHER & GREINER, PC IN THE MATTER OF THE ESTATE OF
MATTHEW McCLOSKEY et al.**

WHEREAS, the Gloucester County Insurance Commission (hereinafter the “Commission”) is duly constituted as a joint insurance fund and is subject to certain requirements of the Local Public Contracts Law; and

WHEREAS, there exists a need by the Commission for professional legal services in connection with the Estate of Matthew McCloskey, et al. v. Gloucester County, et al.

WHEREAS, upon request and recommendation, Gloucester County Prosecutor, Sean Dalton and the Gloucester County Prosecutor’s Office shall be represented by a third party defense counsel.

WHEREAS, Archer & Greiner, PC represents that it is qualified to perform services and desires to perform pursuant to the terms and provisions of the Retainer Agreement dated May 26, 2016, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A”, between the Commission and Archer & Greiner, PC;

WHEREAS, pursuant to the request and recommendation, Archer & Greiner, PC proposes to act as third party defense counsel for Gloucester County Prosecutor, Sean Dalton and the Gloucester County Prosecutor’s Office;

WHEREAS, the New Jersey Attorney General’s Office has acknowledged such recommendation of representation and has approved the engagement of Archer & Greiner, PC to provide such legal representation;

WHEREAS, there exists the need by the Commission to approve the Retainer Agreement for legal services to be performed by Archer & Greiner, PC to provide representation to Gloucester County Prosecutor, Sean Dalton and the Gloucester

County Prosecutor's Office pursuant to the terms and provisions of the of the Retainer Agreement dated March 26, 2016 and attached hereto as Exhibit "A".

NOW THEREFORE BE IT RESOLVED, by the Gloucester County Insurance Commission that Archer & Greiner, PC provide professional legal services to Gloucester County Prosecutor, Sean Dalton and the Gloucester County Prosecutor's Office in the matter of the Estate of Matthew McCloskey, et al. v. Gloucester County, et al.

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on May 26, 2016.

ADOPTED:

GERALD A. WHITE, CHAIRMAN

ATTEST:

MICHAEL BURKE, VICE CHAIRMAN

Archer & Greiner P.C.
ATTORNEYS AT LAW

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www.archerlaw.com

May 12, 2016

Gerald White, Chair
GLOUCESTER COUNTY INSURANCE COMMISSION
2 South Broad Street
Woodbury, NJ 08096

**Re: Michelle Harding as Administratrix ad Prosequendum for the heirs-at-law of Matthew McKloskey, et al. v. Franklin Township, et al.; Docket No. 15-cv-04171-NLH-AMD
Legal Representation**

Dear Mr. White:

Thank you for having the Gloucester County Counsel's Office contact me regarding our law firm providing representation to Gloucester County Prosecutor's Office and Sean Dalton in reference to the lawsuit of Michelle Harding as Administratrix ad Prosequendum for the heirs-at-law of Matthew McKloskey, et al. v. Franklin Township, et al., Docket No. 15-cv-04171-NLH-AMD.

As required by the New Jersey Rules of Professional Conduct, this letter will set forth the terms upon which Archer & Greiner has agreed to provide representation.

Scope of Representation. Our engagement to represent you is limited to the specific matters described above. We are happy to assist with other legal matters and will do so upon written confirmation. Unless otherwise agreed in writing, the financial terms of any other legal work we perform will be as set forth in this letter.

Attorney Time Charges. We will bill you for the services of our attorneys, including partners and associates, based on a blended hourly rate of \$325.00, and \$110.00 for paralegals. This is a substantial discount from our standard hourly rates. For example, my current billing rate is \$450.00 per hour.

Staffing Time Charges. I will coordinate with partners, associates or paralegals who will be required to assist in our representation of you as necessary. To the extent other attorneys or other legal professionals assist in our representation of you, they will bill at the hourly rates noted above.

Disbursements. In addition to charges for the time of our attorneys and other legal personnel, you will be responsible to pay all out-of-pocket expenses incurred during our

Haddonfield, NJ • Philadelphia, PA • Hackensack, NJ • Princeton, NJ
Flemington, NJ • Wilmington, DE • Shrewsbury, NJ • Georgetown, DE • New York, NY

Gerald White, Chair
May 12, 2016
Page 2

representation, including computerized legal research fees, experts' fees, postal and express mail charges, travel expenses, court filing fees, court reporters' fees and copying expenses. These costs will be included in our bills. When we foresee that a particular cost may be substantial, we may request either that you pay that expense directly or that you fund it in advance. We will attempt to provide you with as much advance notice as possible of any such situations.

Billing Statements. We will forward our statements for Time Charges and Disbursements on a monthly basis unless there has been only minimal activity in a particular month. Our statements will detail our charges by date and will describe the tasks performed and the amount of time devoted to each task. Our invoices are due and payable within thirty (30) days of the date of each invoice. You will be charged interest at a rate of 1% per month, or an annual rate of 12%.

If you have concerns about any of the charges contained in our bills, we request that either you bring those concerns to my attention promptly, and in no circumstances more than 30 days after the date of any bill. If we do not hear from you within that time frame we will assume that you are satisfied with and do not intend to question any of our charges.

If any disputes arise relating to our bills and we are required to pursue litigation or other collection efforts, you will be responsible to pay the reasonable fees we incur in that regard.

Responsibility of Client. We cannot represent you effectively without your full and timely cooperation. You agree to provide all information relevant to the issues involved in this matter and to make yourself reasonably available to assist in our representation.

No Guarantee of Outcome or Cost. We cannot predict either what the total bill for legal services will be or the outcome of legal proceedings because costs and results are based upon many factors over which we will not have full control. We pride ourselves on performing efficiently and cost-effectively, and will provide conscientious, competent and diligent services. Any cost estimates or billing projections that we provide are only estimates and are not guarantees. We will communicate with you throughout the course of our representation so that you are aware of how we are progressing and can be involved in decisions which may have an impact on both cost and outcome.

Withdrawal. If you fail to comply with the terms of our engagement or to cooperate with Archer & Greiner in any respect, including by failing to pay our bills as they become due, we reserve the right to cease performing legal services and to withdraw from this representation in accordance with applicable court rules and rules of professional conduct.

Complete Agreement. This engagement letter sets forth the entire agreement between Archer & Greiner and you concerning the matter it addresses. There are no oral agreements concerning any of the issues discussed in this letter. The terms of this agreement can only be modified in a written document signed by both of us.

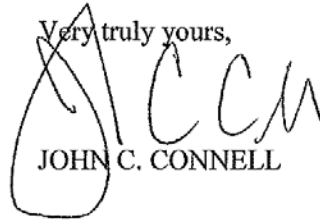
Confidentiality. You should be careful to maintain the confidentiality of all communications with this firm, such as this letter. Sharing such documents (e.g., providing

Gerald White, Chair
May 12, 2016
Page 3

copies to others or telling others about the substance of our communications) may be deemed a waiver of the attorney-client privilege, so please be very careful in this regard.

Please confirm your agreement to the terms of this letter-agreement by signing the copy that I have enclosed and returning it to me in the enclosed stamped self-addressed envelope. Kindly contact me if you have any questions about any of the terms of our representation.

We look forward to working with you toward a successful result.

Very truly yours,

JOHN C. CONNELL

JCC/tg
Enclosures

I have read and agree to the terms of representation set forth above.

Dated: _____, 2016

Gerald White, Chair
GLOUCESTER COUNTY INSURANCE COMMISSION

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**GLOUCESTER COUNTY INSURANCE COMMISSION
BILLS LIST**

Resolution No. 36-16

MAY 2016

WHEREAS, the Treasurer has certified that funding is available to pay the following bills:

BE IT RESOLVED that the Gloucester County Insurance Commission's hereby authorizes the Commission Treasurer to issue warrants in payment of the following claims; and

FURTHER, that this authorization shall be made a permanent part of the records of the Commission.

FUND YEAR 2016

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
000538			
000538	INSERVCO INSURANCE SERVICES	CLAIMS ADMIN - 05/2016	6,650.00
			6,650.00
000539			
000539	PERMA RISK MANAGEMENT SERVICES	POSTAGE FEE 04/2016	3.46
000539	PERMA RISK MANAGEMENT SERVICES	EXECUTIVE DIRECTOR FEE 05/2016	11,612.84
			11,616.30
000540			
000540	HARDENBERGH INSURANCE GROUP	UNDERWRITING MANAGER FEE 05/2016	4,680.00
			4,680.00
000541			
000541	THE ACTUARIAL ADVANTAGE	ACTUARIAL SERVICES FEE 05/2016	663.25
			663.25
000542			
000542	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 04/2016	2,805.17
			2,805.17
000543			
000543	LONG MARMERO & ASSOCIATES, LLP	ATTORNEY FEE 05/2016	4,695.00
			4,695.00
000544			
000544	ROBERT SCOLPINO	REIMBURSE MEDICAL,PREScription - 4/16	600.25
			600.25
000545			
000545	VIOLA YEAGER	REIMBURSE MEDICAL,PREScription - 4/16	600.25
			600.25
000546			
000546	JUNE ATKINSON	REIMBURSE MEDICAL,PREScription - 4/16	600.25
			600.25
000547			
000547	HARDENBERGH INSURANCE GROUP	RMC FEE 05/2016	21,320.00
			21,320.00

TOTAL PAYMENTS FY 2016 54,230.47

TOTAL PAYMENTS ALL FUND YEARS \$ 54,230.47

Chairperson

Attest:

Dated: _____

I hereby certify the availability of sufficient unencumbered funds in the proper accounts to fully pay the above claims.

Treasurer

**GLOUCESTER COUNTY INSURANCE COMMISSION HEALTH INSURANCE FUND
BILLS LIST**

Resolution No. 37-16

MAY 2016

WHEREAS, the Treasurer has certified that funding is available to pay the following bills.

BE IT RESOLVED that the Gloucester County Insurance Commission Health Insurance Fund's hereby authorizes the Commission Treasurer to issue warrants in payment of the following claims; and

FURTHER, that this authorization shall be made a permanent part of the records of the Commission.

FUND YEAR 2016

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
W0516			
W0516	CONNER STRONG & BUCKELEW	CSB CONSULTING FEE 05/2016	530.50
W0516	CONNER STRONG & BUCKELEW	PERMA CONSULTING FEE 05/2016	2,820.00
			3,350.50
		TOTAL PAYMENTS FY 2016	3,350.50

TOTAL PAYMENTS ALL FUND YEARS \$ 3,350.50

Chairperson

Attest:

Dated: _____

I hereby certify the availability of sufficient unencumbered funds in the proper accounts to fully pay the above claims.

Treasurer

RESOLUTION 38-16

**GLOUCESTER COUNTY INSURANCE COMMISSION
AUTHORIZING A CLOSED SESSION TO DISCUSS
PAYMENT AUTHORIZATION REQUESTS (PARS) & SETTLEMENT (SARS)
RELATED TO PENDING OR ANTICIPATED LITIGATION**

WHEREAS, the GLOUCESTER COUNTY INSURANCE COMMISSION (hereinafter “GCIC”) is duly constituted as an Insurance Commission pursuant to N.J.S.A. 40A:10-6 et seq.; and

WHEREAS, the GCIC is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.; and

WHEREAS, the Open Public Meetings Act requires all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides a public body may permissibly exclude the public from a portion of a meeting at which the public body discusses items per the Open Public Meetings Act at N.J.S.A. 10:4-12.b.(1) thru (9) recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the GCIC to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12.b.(7); and

NOW THEREFORE BE IT RESOLVED by the Commissioners of said Gloucester County Insurance Commission pursuant to the Open Public Meetings Act as follows:

The GCIC shall hold a closed session from which the public shall be excluded on May 26, 2016.

The general nature of the items to be discussed at said closed session shall include the following: the appropriateness of payment of statutorily required workers’ compensation benefits, settlement authority if any or continuing defense of pending or anticipated litigation, discussion of litigation strategy, position the GCIC will take in said litigation, strengths and weaknesses of GCIC’s position in said litigation.

The specific litigation is identified by name of the claimant, included in this Resolution which is included in the GCIC monthly meeting agenda for May 26, 2016 which agenda has been timely posted per the Open Public Meetings Act.

The minutes of said closed session shall be made available for disclosure to the public consistent with N.J.S.A. 10:4-13 when the items which are the subject of the closed session discussions are resolved and the reasons for confidentiality as to both the GCIC and the claimant no longer exist.

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on May 26, 2016.

ADOPTED:

GERALD A. WHITE, CHAIRMAN

ATTEST:

MICHAEL BURKE, VICE CHAIRMAN

<u>Claimant</u>	<u>Type of Claim</u>	<u>PAR/SAR</u>	<u>C.P or DO #</u>
Malessia Lacy	EPL	SAR	GLO-L-931-15
Michael J. Scannell	Property Damage	SAR	