**BOROUGH OF LAKE COMO**
**1740 MAIN STREET**
**LAKE COMO, NJ 07719**
**(732) 681-3232**
**AGENDA**

**DATE: JULY 21, 2026**
**7:30 PM REGULAR MEETING**

## MEETING CALLED TO ORDER

## SALUTE TO FLAG AND MOMENT OF SILENT REFLECTION

## SUNSHINE LAW

Introduction as required under the Sunshine Law: Adequate notice of this meeting has been provided by the adoption of a Resolution by the Mayor and Council on the sixth day of January 2026 in which Resolution the time and place of Agenda and Regular Meetings commencing with January 6, 2026 were set forth. Notice of same was delivered to the Asbury Park Press, the Coast Star and TAPinto and a copy of the notice was posted on the borough website at www.lakecomonj.org and on the bulletin board in Borough Hall. All meetings are open to the public.

## ROLL CALL

Hawley Scull
Christopher D'Antuono
Peter Ventrice
Heather Albala-Doyle
Andrew Reiners
Shannon McIntyre

## APPROVAL OF MINUTES

Minutes from the July 7, 2026 Meeting

## COMMUNICATIONS, PROCLAMATIONS & PRESENTATIONS

## REPORTS OF COMMITTEES

## UNFINISHED BUSINESS

## PUBLIC COMMENTS ON NEW BUSINESS

## CONSENT AGENDA

All items listed under this section are considered to be routine by the Borough Council and will be enacted by one motion. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

## NEW BUSINESS

Special Events Application
Lake Como Day 5k

Special Events Application
Shillelagh 5k

Ordinance 2026-6
Second Reading and Public Comments
Conveying Open Space Easement to the County of Monmouth
Offered by Councilman Ventrice

Resolution 2026-97
Payment of Bills
Offered by Councilwoman Albala-Doyle

Resolution 2026-98
Payment of NJNG Bill
Offered by Councilwoman Scull

Resolution 2026-99
Extending Tax Grace Period
Offered by Councilman D'Antuono

Resolution 2026-100
Approving the Bylaws of the Monmouth Municipal Joint Insurance Fund
Offered by Councilman Reiners

Resolution 2026-101
Executive Session
Offered by Councilman Ventrice

## PUBLIC COMMENTS

## ALCOHOLIC BEVERAGE CONTROL BOARD

Social Affairs Permit Application
Lake Como Day

## NEXT MEETING

The next regular meeting of the Mayor and Council will be held on Tuesday, July 21, 2026, at 7:30 PM in the Lake Como Meeting Room. All meetings are open to the public.

## MOTION TO ADJOURN

# Borough of Lake Como

1740 Main Street • Lake Como, New Jersey 07719
(732) 681-3232 • FAX (732) 681-8981

Kevin G. Higgins
*Mayor*

Andrew Huisman
*Administrator*

*****MUST BE TYPED OR PRINTED NEATLY*****

**SPECIAL EVENTS PERMIT APPLICATION**

PLEASE COMPLETE THE FOLLOWING INFORMATION, AS REQUIRED BY BOROUGH ORDINANCE NO. 93-576.

EVENT NAME: Lake Como Day 5K

DATE OF EVENT: September 26, 2026

TIME OF EVENT: 9:00 am/pm until 10:30 am/pm
**Events must begin by 9:00am**

APPLICANT/ORGANIZATION: Jersey Shore Running Club/Dan Napoliton

APPLICANT ADDRESS: 1731 Pascal Pl
Wall, NJ 07719

TELEPHONE NUMBER: [redacted]

**DAY OF EVENT CONTACT INFORMATION**

PERSON RESPONSIBLE FOR EVENT: Dan Napoliton

NUMBER OF VOLUNTEERS FOR EVENT: 30

(Volunteers must be over the age of 18 and must be wearing safety vests at all times)

ADDRESS: 1731 Pascal Pl
Wall, NJ 07719

PHONE NUMBER: [redacted]

WILL THERE BE AN ADMISSION CHARGE TO ATTEND?: ✓ YES ____ NO

IF YES, HOW MUCH?: $ 30 – $40

LIABILITY INSURANCE COVERAGE? ✓ YES ____ NO

AMOUNT OF COVERAGE: $ 1,000,000

HAVE YOU APPLIED TO BELMAR & SPRING LAKE? ✓ YES ____ NO

EVENTS WITH MORE THAN 500 PARTICIPANTS MUST APPLY TO WALL TWP.

IF NO, WHY? ______

***Certificate of Insurance MUST be submitted with the application before application will be reviewed***

Insurance Certificate will be provided prior to the event

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(732) 681-3232 • FAX (732) 681-8981

Kevin G. Higgins
*Mayor*

Andrew Huisman
*Administrator*

## SPECIAL EVENTS PERMIT APPLICATION

LOCATION OF EVENTS AND COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY AND TRAFFIC CONTROL. EVENTS WITH OVER 500 PARTICIPANTS CANNOT USE VOLUNTEERS:

Course map attached
Course marshals & Belmar PD will provide traffic control at all intersections along the race course

DESCRIBE ALL BOROUGH RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:

DPW for barricades
Belmar PD for traffic control

APPROXIMATE NUMBER OF CONTESTANTS, PARTICIPANTS, SPECTORS, AND/OR OTHER PEOPLE THAT COULD RESONABLY BE ANTICIPATED TO ATTEND THE EVENT: 300

**THE BOROUGH OF LAKE COMO RESERVES THE RIGHT TO CANCEL ANY SPECIAL EVENT DUE TO CIRCUMSTANCES BEYOND ITS CONTROL, SUCH AS STORMS OR ANY NATURAL DISASTER.**

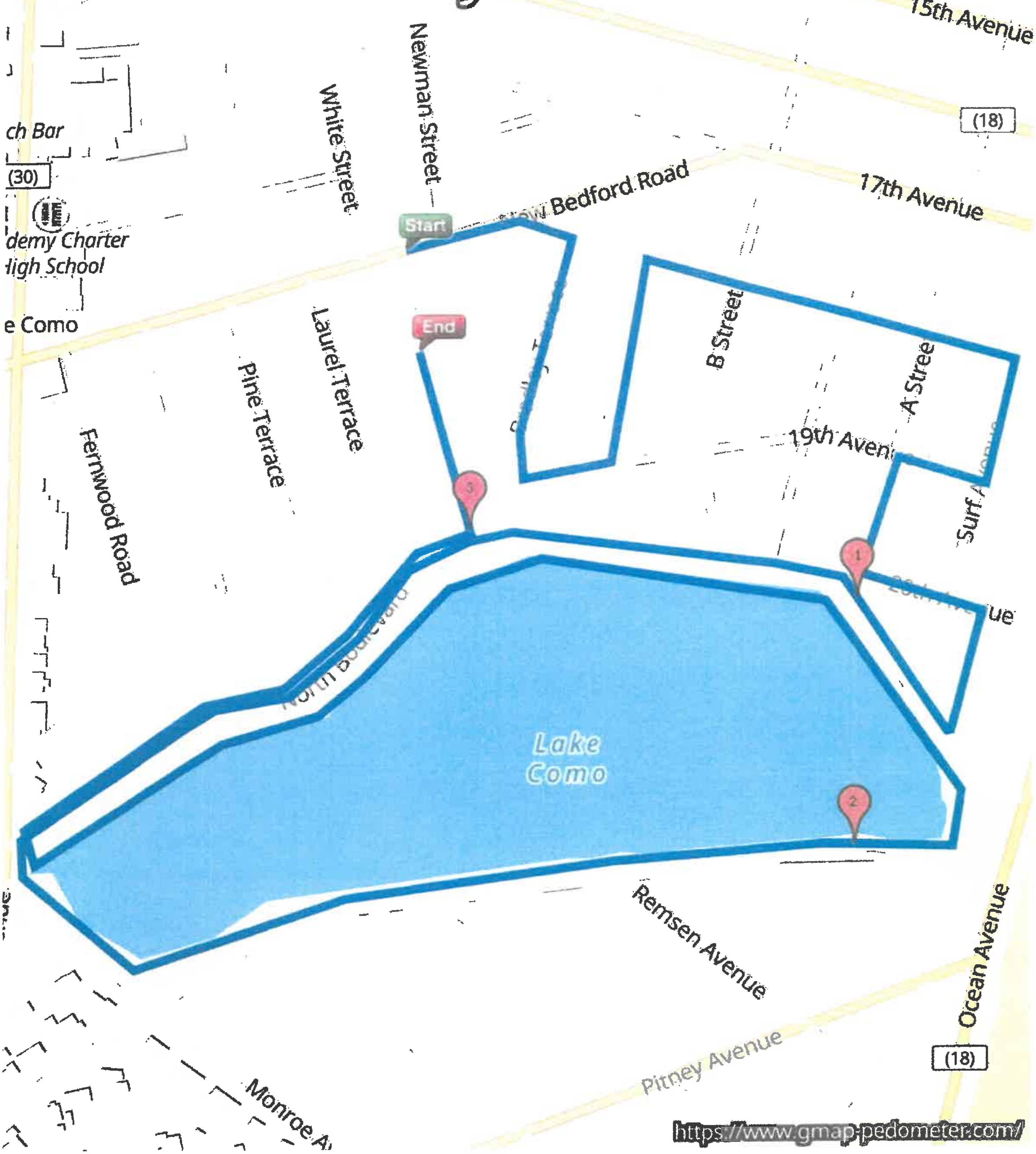
Daniel Napolitano
SIGNATURE OF APPLICANT

7/13/26
DATE

**FOR OFFICE USE ONLY**

| | |
|---|---|
| Date Application Received | 7/16/26 |
| Received by | ABoney |
| Date Application Reviewed & Approved by DPW | |
| Reveiwed by | |
| Date Application Reviewed & Approved by Police | |
| Reviewed by | |
| Price from Police Department | |
| Date Approved by Mayor & Council | |

# 3.1002 mi
# Lake Como Day 5k 26



Borough of Lake Como
1740 Main Street • Lake Como, New Jersey 07719
(732) 681-3232 • FAX (732) 681-8981

Kevin G. Higgins
Mayor

Louise A. Mekosh

*****MUST BE TYPED OR PRINTED NEATLY*****

## SPECIAL EVENTS PERMIT APPLICATION

PLEASE COMPLETE THE FOLLOWING INFORMATION, AS REQUIRED BY BOROUGH ORDINANCE NO. 93-576.

DATE OF EVENT: Saturday 10/03/2026

TIME OF EVENT: 9am am / pm until 10:30am am / pm

**Events with more than 500 participants must begin at 9:00am**

APPLICANT/ORGANIZATION: The Friendly Sons of the Shillelagh of the Jersey Shore

APPLICANT ADDRESS: 815 16th Avenue - PO Box 148
Belmar, NJ 07719

TELEPHONE NUMBER: [redacted]

**DAY OF EVENT CONTACT INFORMATION**

PERSON RESPONSIBLE FOR EVENT: Bill Ryan [redacted]

ADDRESS: Ryan Lavender [redacted]

PHONE NUMBER:

WILL THERE BE AN ADMISSION CHARGE TO ATTEND?: X YES ___ NO

IF YES, HOW MUCH?: $ $35 BEFORE 9/5 then $40 after

LIABILITY INSURANCE COVERAGE? X YES ___ NO

AMOUNT OF COVERAGE: $ 1,000,000

HAVE YOU APPLIED TO BELMAR & SPRING LAKE? X YES ___ NO

IF NO, WHY?

***Certificate of Insurance MUST be submitted with the application before application will be reviewed***

Borough of Lake Como
1740 Main Street • Lake Como, New Jersey 07719
(732) 681-3232 • FAX (732) 681-8981

Kevin G. Higgins
Mayor

Louse A. Mekosh

## SPECIAL EVENTS PERMIT APPLICATION

LOCATION OF EVENTS AND COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY AND TRAFFIC CONTROL. EVENTS WITH OVER 500 PARTICIPANTS CANNOT USE VOLUNTEERS:

The Friendly Sons of the Shillelagh of the Jersey Shore will supply at least 40 volunteers

DESCRIBE ALL BOROUGH RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:

Police and perhaps First Aid squad to be on hand in case of an injury

attached see copy of map of the course

APPROXIMATE NUMBER OF CONTESTANTS, PARTICIPANTS, SPECTORS, AND/OR OTHER PEOPLE THAT COULD RESONABLY BE ANTICIPATED TO ATTEND THE EVENT: 300

**THE BOROUGH OF LAKE COMO RESERVES THE RIGHT TO CANCEL ANY SPECIAL EVENT DUE TO CIRCUMSTANCES BEYOND ITS CONTROL, SUCH AS STORMS OR ANY NATURAL DISASTER.**

SIGNATURE OF APPLICANT

06/17/2026
DATE

**FOR OFFICE USE ONLY**

| | |
|---|---|
| Date Application Received | 7/10/26 |
| Received by | ABoney |
| Date Application Reviewed & Approved by DPW | |
| Reveiwed by | |
| Date Application Reviewed & Approved by Police | |
| Reviewed by | |
| Price from Police Department | |
| Date Approved by Mayor & Council | |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/27/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Sage Risk Management Corp<br>187 Washington Avenue<br>Suite 2A<br>Nutley NJ 07110-3935 | CONTACT NAME: Certificate Department<br>PHONE (A/C, No, Ext): 732-906-3920 FAX (A/C, No): 732-906-3921<br>E-MAIL ADDRESS: certificates@srmcorp.net |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : PHILADELPHIA IND INS CO | 18058 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
The Order of the Friendly Sons of Shillelagh
815 16th Ave
Belmar NJ 07719

**COVERAGES** CERTIFICATE NUMBER: 2026-011 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X SPECIAL EVENTS POLICY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | PHPK10296344 | 02/27/2026 | 02/27/2027 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ XXXX |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS SCHEDULED AUTOS<br>HIRED AUTOS NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 5K Run
The certificate holder is included as additional insured.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Borough of Lake Como<br>1740 Main St<br>PO BOX 569<br>Lake Como NJ 07719 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>Joseph Tasconi |

**BOROUGH OF LAKE COMO**
**ORDINANCE 2026-6**

**ORDINANCE APPROVING CONVEYANCE OF OPEN SPACE EASEMENT TO MONMOUTH COUNTY**

**WHEREAS**, the Borough of Lake Como ("Borough") is the owner of property in the Borough of Lake Como, County of Monmouth, State of New Jersey, more particularly described as Block 36, Lots 28 and 29 on the tax map of the Borough of Lake Como, Monmouth County, New Jersey (the "Property"); and

**WHEREAS**, the County of Monmouth ("County") has made a financial investment in the Property through the Monmouth County Municipal Land Preservation Incentive Program; and

**WHEREAS**, the Property possesses park, recreation and open space values of great importance to the people of the County; and

**WHEREAS**, the Borough agrees that the park, recreation and open space values of the Property be preserved in perpetuity; and

**WHEREAS**, the Borough further agrees, as owner of the Property, to convey to the County the open space easement herein described to preserve and protect the park, recreation and open space values of the Property in perpetuity;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Lake Como, County of Monmouth, State of New Jersey, as follows:

**SECTION I.** In recognition of the foregoing and in consideration of the Municipal Land Preservation Incentive Program Grant made to the Borough, the Borough does hereby grant and convey to the County an easement over, under and right in perpetuity to restrict as set forth herein the use of the real property designated as Block 36, Lots 28 and 29 on the tax map of the Borough of Lake Como, Monmouth County, New Jersey, as more particularly shown on the Deed of Easement attached hereto as Exhibit "A".

**SECTION II.** If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudicated and the remainder of the Ordinance shall be deemed valid and effective.

**SECTION III.** All ordinances or parts of ordinances inconsistent with or in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

**SECTION IV.** This Ordinance shall take effect 20 days after final passage, adoption and publication according to law.

Adopted on First Reading
Dated: June 7, 2026

_______________________________________

Amy L. Boney, RMC
Borough Clerk

Adopted on Second Reading
Dated: ____________________

_______________________________________

Amy L. Boney, RMC
Borough Clerk

Approval by the Mayor on This ____ Day Of _______________, 2026

________________________________

Kevin G. Higgins, Mayor

Resolution 2026 - 97

Be it resolved by the Mayor and Council of the Borough of Lake Como that the proper officers be directed and authorized to make payment from the following accounts:

| | | |
|---|---|---|
| CURRENT ACCOUNT: | | |
| Per Attached Bill List: | $ | 20,780.95 |
| WATER ACCOUNT: | | |
| Per Attached Bill List: | $ | 995.08 |
| GRANT FUND ACCOUNT: | | |
| Per Attached Bill List: | $ | 26,987.24 |
| ESCROW ACCOUNT: | | |
| Per Attached Bill List: | $ | 2,946.30 |
| TOURISM ACCOUNT: | | |
| Per Attached Bill List: | $ | 4,676.58 |
| ACH WIRE PAYMENTS: | | |
| Per Attached Bill List: | $ | 45,780.12 |
| **TOTAL:** | **$** | **102,166.27** |

Dated: July 21, 2026

Kevin G. Higgins
Mayor

Hawley Scull
Council President

Certification

I hereby certify that the foregoing Resolution to be a true and exact copy of the Resolution adopted by the Lake Como Borough Council at its meeting held on July 21, 2026.

Amy L. Boney, RMC
Borough Clerk

BILL LIST 7-21-26

PURCHASE ORDER LIST:

| Vendor Name | Description | Amount |
|---|---|---|
| AMAZON BUSINESS | HP 58A CARTRIDGE FOR M404N | 45.99 |
| AMAZON BUSINESS | SMALL FARMERS MARKET SIGNS | 9.39 |
| AMAZON BUSINESS | LARGE FARMERS MARKET SIGN | 39.19 |
| AMAZON BUSINESS | JUMP START BATTERY | 57.36 |
| AMAZON BUSINESS | SHIPPING FOR LARGE SIGN | 8.00 |
| AMAZON BUSINESS | TALL KITCHEN BAGS | 37.30 |
| AMAZON BUSINESS | DOG WASTE BAGS | 142.82 |
| AMAZON BUSINESS | GRACO THROAT SEAL LIQUID | 12.39 |
| ATLANTIC SECURITY & FIRE | QUAR MAINT 8/1/26 TO 10/31/26 | 839.70 |
| BRANDED MUSIC GROUP | WED ON THE WATER 7/9/26 | 825.00 |
| THE COAST STAR | LEGALS AND AFF 6/4/26 | 34.52 |
| THE COAST STAR | LEGALS & AFFIDAVIT 6/18/26 | 34.52 |
| THE COAST STAR | DAY & NIGHT AD FARMERS MARKET | 195.00 |
| CELEBRATION FIREWORKS, INC | LC DAY 2025 FIREWORKS DEPOSIT | 3,600.00 |
| NJ DCA-DEPT OF COMMUNITY AFFAI | PERMIT CHARGES 4/1/26-6/30/26 | 934.00 |
| DELISA WASTE SERVICES | TIPPING FEES JUNE 16-30, 2026 | 3,124.01 |
| DELTA DENTAL OF NEW JERSEY | GROUP DENTAL INS AUG 2026 | 1,018.41 |
| ELLICOTT NETWORK CONSULTANTS | QUART. MAINTENANCE AGREEMENT | 703.08 |
| ELLICOTT NETWORK CONSULTANTS | QUART. MAINTENANCE AGREEMENT | 703.08 |
| FRANK'S TRUCK CENTER, INC. | 2026 GMC TERRAIN | 35,982.98 |
| GARDEN STATE LABORATORIES, INC | WATER TESTING 6/8/2026 | 292.00 |
| H2M ASSOCIATES, INC. | SKORA MAJOR SUBDIVISION | 840.00 |
| H2M ASSOCIATES, INC. | REUTHER 708 20TH PLAN REVIEW | 207.00 |
| H2M ASSOCIATES, INC. | TONELLI 1808 FERNWOOD REVIEW | 756.00 |
| H2M ASSOCIATES, INC. | SKORA MAJOR SUBDIVISION | 517.50 |
| H2M ASSOCIATES, INC. | REUTHER 708 20TH PLAN REVIEW | 289.80 |
| H2M ASSOCIATES, INC. | DEBLASIO 1817 PINE TERR REVIEW | 336.00 |
| MUNICIPAL CLERKS ASSOC OF NJ | 2026-27 MEMBERSHIP-AMY BONEY | 100.00 |
| COUNTY OF MONMOUTH | STREET SWEEPING JUNE 2026 | 924.02 |
| MONMOUTH COUNTY SPCA | ANIMAL CONTROL SERVICE JUNE 26 | 231.00 |
| NJ NATURAL GAS CO | GAS SERVICE BORO | 69.77 |
| NJ NATURAL GAS CO | GAS SERVICE DPW | 74.70 |
| NJ NATURAL GAS CO | GAS SERVICE DPW REAR GARAGE | 55.00 |
| Quill LLC | REGISTER TAPE | 180.89 |
| RAINONE COUGHLIN MICHELLO LLC | ATTORNEY FEES | 2,470.50 |
| SCREEN STYLES | PARADE MERCH | 82.00 |
| STORR TRACTOR COMPANY | CALIPER | 189.17 |
| TREASURER, STATE OF NJ | MARRAIGE LIC.REPORT APR/MAY/JU | 100.00 |
| VERIZON WIRELESS | OFFICE CELLULAR SERVICE JULY | 243.26 |
| VERIZON | DISPATCH PHONE JUNE | 80.80 |

| | |
|---|---|
| **PURCHASE ORDER TOTAL:** | **56,386.15** |
| **ACH PAYMENT LIST:** | |
| PAYROLL 7-15-26 | 45,780.12 |
| **ACH TOTAL:** | **45,780.12** |
| **GRAND TOTAL:** | **102,166.27** |

Resolution 2026 - 97

Be it resolved by the Mayor and Council of the Borough of Lake Como that the proper officers be directed and authorized to make payment from the following account:

CURRENT ACCOUNT:

| | | |
|---|---|---|
| NJ Natural Gas Co. | PB&G OE | **$ 199.47** |

Dated: July 21, 2026

Kevin G. Higgins
Mayor

Hawley Scull
Council President

Certification

I hereby certify that the foregoing Resolution to be a true and exact copy of the Resolution adopted by the Lake Como Borough Council at its meeting held on July 21, 2026.

Amy L. Boney
Borough Clerk

Resolution 2026 - 98

Be it resolved by the Mayor and Council of the Borough of Lake Como that the proper officers be directed and authorized to make payment from the following account:

CURRENT ACCOUNT:

| | | |
|---|---|---|
| NJ Natural Gas Co. | PB&G OE | **$ 199.47** |

Dated: July 21, 2026

Kevin G. Higgins
Mayor

Hawley Scull
Council President

Certification

I hereby certify that the foregoing Resolution to be a true and exact copy of the Resolution adopted by the Lake Como Borough Council at its meeting held on July 21, 2026.

Amy L. Boney
Borough Clerk

**RESOLUTION 2026-99**
**RESOLUTION OF THE BOROUGH OF LAKE COMO, COUNTY OF MONMOUTH, STATE OF NEW JERSEY EXTENDING THE GRACE PERIOD FOR TAX DUE DATE**

**WHEREAS,** the Municipal budget has been adopted, and the Tax Rate has been struck, and

**WHEREAS,** pursuant to N.J.S.A.54:4-66.3, if tax bills are issued after the statutory mailing dates, the bills must include notice of the payment date after which interest will be charged back to the statutory due dates, and

**WHEREAS,** no interest may be charged for 25 days after mailing, through August 18, 2026, and

**WHEREAS,** the Borough of Lake Como did not provide adequate notice to property owners of the amount of taxes owed for the third quarter of 2026 until August 18, 2026; and

**WHEREAS,** the Council for the Borough of Lake Como believes that the grace period for the payment of taxes should be extended for 25 days, through August 18, 2026.

**NOW THEREFORE BE IT RESOLVED** by the Council of the Borough of Lake Como that the grace period for the payment of property taxes in the Borough of Lake Como for the third quarter of 2026 be and the same is hereby extended to twenty-five days after the mailing of the tax bills, after which statutory due date interest shall be charged retroactive to the due date.

**BE IT FURTHER RESOLVED** that interest shall only be charged on third quarter property taxes by the Tax Collector for payments received after the twenty-five-day grace period.

Dated: July 21, 2026

Kevin G. Higgins
Mayor

Hawley G. Scull
Council President

Certification

I hereby certify that the foregoing Resolution to be a true and exact copy of the Resolution adopted by the Lake Como Borough Council at its meeting held on July 21, 2026.

Amy L. Boney, RMC
Borough Clerk

**RESOLUTION 2026-100**
**APPROVING THE BYLAWS OF THE**
**MONMOUTH MUNICIPAL JOINT INSURACE FUND**

**WHEREAS,** the Borough of Lake Como is a member of the Monmouth Municipal Joint Insurance Fund, hereinafter the "FUND"; and

**WHEREAS,** the "FUND" Bylaws were adopted in 1988; and

**WHEREAS,** the "FUND" Bylaws have not been amended since adoption; and

**WHEREAS,** the "FUND" Attorney recommended that the "FUND'S" Bylaws be revised; and

**WHEREAS,** after a public hearing conducted on June 18, 2026 the Executive Committee of the "FUND" adopted revised Bylaws; and

**WHEREAS,** there revised Bylaws must be ratified by at least three fourths of the forty-one member towns before they become effective.

**NOW, THEREFORE, BE IT RESOLVED,** by the Mayor and Council of the Borough of Lake Como that the revised bylaws are hereby ratified.

Dated: July 21, 2026

Kevin G. Higgins
Mayor

Hawley G. Scull
Council President

Certification

I hereby certify that the foregoing Resolution to be a true and exact copy of the Resolution adopted by the Lake Como Borough Council at its meeting held on July 21, 2026.

Amy L. Boney, RMC
Borough Clerk

# MONMOUTH MUNICIPAL JOINT INSURANCE FUND

Date: June 22, 2026

To: Fund Commissioners, Municipal clerks
Monmouth Municipal Joint Insurance Fund

From: PERMA, Inc.

Re: Bylaws revision

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The Monmouth Municipal Joint Insurance Fund's Executive Committee recently conducted a public hearing on a bylaw revision. The current bylaws date to 1988 and do not conform to the numerous changes in the statute and regulations promulgated since then. The revised bylaws incorporate these revisions and reflect the Fund's actual operations. In other words, the revised bylaws will not result in any change in the way the Fund operates or is governed.

The redlined version of the bylaws can be found on the JIF's website, www.MonmouthJIF.org, and a 'clean', accepted version is attached to this memorandum.

**The Executive Committee is asking that every member adopt the attached resolution approving the revised bylaws as soon as possible.**

**Once your Resolution has been adopted by your governing body, please forward a copy to PERMA.**

If you have any questions or concerns, please feel free to reach out to us at any time.

Thank you.

# CLEARY | GIACOBBE | ALFIERI | JACOBS LLC

MITCHELL B. JACOBS, Partner
mjacobs@cgajlaw.com

Reply to: **Matawan Office**


**ATTORNEY-CLIENT COMMUNICATION**
**ATTORNEY WORK-PRODUCT**
**PRIVILEGED AND CONFIDENTIAL**
**ADVISORY, CONSULTATIVE & DELIBERATIVE**
**NOT A PUBLIC RECORD**

## MEMORANDUM

To: Fund Executive Committee
From: Steven A. Sacco, Fund Executive Director
Mitchell B. Jacobs, Esq.
Date: April 30, 2026
Re: Summary of Proposed Amended Bylaws

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The purpose of the attached outline is to assist you in identifying the key components of proposed amendments to the current Monmouth County Joint Insurance Fund ("MJIF") Bylaws.

The Bylaw review process included an examination and review of: similar Joint Insurance Fund ("JIF") Bylaws and recent updates; process, procedure, and substantive nature of the current MJIF operation; the current law and grammatical, syntax and organizational structure of the MJIF's current Bylaws.

While the outline provides a more in-depth description of the proposed changes, the following subject areas, which have been discussed at prior Executive Committee meetings, have been addressed accordingly:

1. Risk Management Consultant;
2. Establishing the Office of Vice Chair;
3. Providing the Executive Committee Chair with additional power;
4. The establishment of Committees; both standing and ad hoc;
5. Update of Bylaws to reflect actual practice; and
6. Update of Bylaws to reflect present day realities.

The following is a summary of each of the Bylaw components where suggested amendments have been made.

## RECITALS CLAUSES

Several of the recitals clauses have been amended in a more organized and concise manner.

## DEFINITIONS

The Definitions section has been amended to more closely reflect other JIF Bylaws and more accurately reflect current JIF operation and structure.

## INITIAL MEMBERSHIP PROVISION

This provision has been deleted as it is no longer necessary.

## RISK MANAGER

Significant changes have been made to the Risk Manager provisions. Payment to a Risk Management Consultant shall now read that the Risk Management Consultant fee shall be "**up to** six (6%) percent". The existing Bylaw provisions provide for a payment "equal to six (6%) percent".

An additional responsibility added to the proposed Bylaws is "such other services as required by the Member and or the Fund".

The Risk Management Consultant for the Fund shall be determined by the Executive Committee on an annual basis.

## MEMBERSHIP RENEWALS

A new provision is provided regarding the standard for denying a membership renewal application.

## TERMINATION/WITHDRAWAL NOTICE

The Bylaw has been amended to provide for certified mail, return receipt requested, in lieu of the antiquated registered mail requirement as set forth in the existing Bylaws.

## OFFICERS

The Office of the Vice Chair has been established in the proposed Bylaws. The Vice Chair shall preside in the absence of the Chair. In the absence of the Vice Chair, the Secretary shall preside.

## EXECUTIVE COMMITTEE

The Executive Committee provisions have been amended to include the Office of the Vice Chair. The number of alternates has been reduced from five (5) to four (4) due to the inclusion of the Vice Chair on the Committee.

Absence from three (3) consecutive meetings by an Executive Committee member an automatic vacancy. The vacancy will then be filled by a majority vote of the remaining Fund Commissioners.

**FUND PROFESSIONALS**

The Fund Professionals section has been modified to reflect the Fund Professionals currently serving the Fund. The duties, responsibilities, and functions of each Fund Professional have been refined.

**SERVICING ORGANIZATIONS**

The Servicing Organizations section has been refined and modified to presently reflect those Servicing Organizations currently utilized by the Fund. The proposed changes include language for qualification of Servicing Organizations, disqualification from appointment provisions, and the addition to the list of Servicing Organizations duties to include "any and all other services that the Fund may deem appropriate for the benefit and protection of the Fund".

**INDEMNIFICATION OF OFFICERS AND EMPLOYEES**

This provision has been modified to be more aligned with other JIF Bylaw revisions.

**ADVISORY COMMITTEES**

Under the existing Bylaws, there is no provision for the establishment of Advisory Committees. A provision has now been added to allow the Fund Chairperson to create and appoint individuals to standing and ad hoc advisory committees.

**OPERATION OF THE FUND**

Additional provisions have been added to this section to reflect similar provisions in other JIF Bylaws.

**RISK MANAGEMENT PLAN**

This provision was simplified to state that the Risk Management Plan shall include all information required by law pursuant to New Jersey Administrative Code and will be adopted by the Fund by resolution.

**FINANCIAL STATEMENT AND REPORTS**

This provision is amended to more closely reflect other JIF Bylaws, to reference New Jersey law for compliance purposes, and to provide for certain types of reports and the frequency of reporting.

**COVERAGES**

The proposed Bylaws now specifically include coverage for environmental impairment liability, cyber liability and also include a general provision for "any and all other coverages that the Fund may offer from time to time".

**MEETINGS AND RULES OF ORDER**

The Special Meeting process has been clarified and refined, and has further clarified that a quorum of the Executive Committee shall be a majority of the Commissioners then appointed to the Executive Committee. The proposed Bylaws also provide for paper ballot voting.

**AMENDMENTS TO THE BYLAWS**

Amendments are adopted by three-fourths of the Fund Members and must be approved within six (6) months of a public hearing on the proposed amendments. The procedure for amendment is governed by N.J.S.A. 40A:10-43, which is referenced in the Bylaw provision.

**BUDGET PREPARATION AND ADOPTION**

This provision has been amended to more closely reflect similar provisions of other JIFs and to simplify the provisions for purpose of clarity. The budget process is statutorily governed by N.J.S.A. 40A:4-1 et sq. and reference thereto has been included.

**SUPPLEMENTAL/ADDITIONAL ASSESSMENTS**

Slight procedural clarifications have been made to accurately reflect the manner in which assessments are currently determined. Language has also been added to reflect that the Fund has the authority to establish additional premium assessments.

**REFUNDS AND INTERYEAR FUND TRANSFERS**

Amendments have been made to more closely reflect the similar provisions contained in other JIF Bylaws and to simplify the process by reference to N.J.A.C. 11:15-2.21 which governs same.

**EXCESS INSURANCE AND REINSURANCE**

Amendments have been made to more closely reflect similar provisions contained in other JIF Bylaws and to simplify the process by reference to N.J.A.C. 11:15-2.6(a)4 and 11:15-2.23.

**DEDUCTIBLES**

This provision has been deleted because this is not a function of the MJIF.

**ESTABLISHMENT OF TRUST FUND ACCOUNTS**

Additional language has been added to more closely reflect similar provisions in other JIF Bylaws.

**CONFLICT OF INTEREST**

A provision was added to reference, for compliance purposes, the "Local Government Ethics Law," N.J.S.A. 40A:0-22.1 et seq.

**VOLUNTARY DISSOLUTION OF THE FUND**

Additional language was added to clarify the manner and process for dissolution.

**CLAIMS HANDLING PROCEDURE**

This provision has been simplified, clarified, and made more generalized to allow for flexibility in amending the claim handling process as may deemed to be more efficient or necessary from time to time.

# MONMOUTH COUNTY MUNICIPAL JOINT INSURANCE FUND

# BYLAWS

**MONMOUTH MUNICIPAL JOINT INSURANCE FUND**

**9 Campus Drive, Suite 216**
**Parsippany, NJ 07054**

**Organized January 1, 1988**

**BYLAWS**
**Adopted - 1/14/88**

**WHEREAS -** N.J.S.A. 40A:10-36 et seq. permits local units to join together to form a joint insurance fund; and

**WHEREAS -** Said statute was designed to give local units the opportunity to use alternative risk management techniques, providing they are based on sound actuarial principles; and

**WHEREAS -** Public Law 1983, c.372 (N.J.S.A. 40A:10-36 et seq) permits municipalities to join together to form a joint insurance fund.

**WHEREAS -** Said statute and the regulations promulgated by the Department of Banking and Insurance pursuant thereto require the members to adopt bylaws.

**WHEREAS -**

**WHEREAS -** It has been concluded that the formation of a "Municipal Joint Insurance Fund" will result in significant savings in insurance cost as well as providing stability in coverage.

**NOW THEREFORE,** in consideration of the premises and in order to create said fund to be known as the Monmouth Municipal Joint Insurance Fund, hereinafter called the "Fund", it is mutually understood and agreed as follows:

ARTICLE I - DEFINITIONS

**"ACTUARY"** means a person who is a Fellow in good standing of the Casualty Actuarial Society with three years recent experience in loss reserving; an associate in good standing of the Casualty Actuarial Society with five years recent experience in loss reserving; or an associate in good standing of the American Academy of Actuaries who has been approved as qualified for signing loss reserve opinions by the Casualty Practice Council of the American Academy of Actuaries and who has seven years recent experience in loss reserving.

**"ADMINISTRATOR"** means a person, partnership, corporation or other legal entity engaged by the Fund to act as Executive Director, to carry out the policies established by the fund commissioners or executive committee and to otherwise administer and provide day-to-day management of the Fund.

**"ALLOCATED CLAIMS EXPENSE"** means attorneys' fees, expert witness fees (i.e. engineering, physicians, etc.), medical reports, professional photographers' fees, police reports and other similar expenses. The exact definition of "Allocated Claims Expense" or similar terms for any line of insurance coverage shall be the definition in the excess insurance policy purchased by the JIF.

**"CHAIRPERSON"** means the chairperson of the Fund commission, elected by the Fund Commissioners pursuant to N.J.S.A. 40A:10-37 and these bylaws.

**"COMMISSIONER"** means the Commissioner of Banking and Insurance where the context so indicates. Elsewhere in these bylaws, the term commissioner refers to the local unit's representative known as a commissioner or Fund Commissioner.

**"DEPARTMENT"** means the Department of Banking and Insurance.

**"EMPLOYER'S LIABILITY"** means the legal liability of an employer to pay damages because of bodily injury or death by accident or disease at any time resulting therefrom sustained by an employee arising out of and in the course of his employment by the employer, which is not covered by a workers' compensation law. The exact definition of "Employer's Liability" or similar terms shall be the definition used in the excess insurance policy purchased by the Fund.

**"ENVIRONMENTAL IMPAIRMENT LIABILITY FUND"** means a joint insurance fund formed for the sole purpose of insuring against bodily injury and property damage claims arising from environmental liability and legal representation therefore to the extent and for coverages set forth in N.J.A.C. 11:15-2 et seq.

**"EXCESS INSURANCE"** means insurance purchased from an insurance company authorized or admitted in the State of New Jersey or deemed eligible by the Commissioner as a surplus lines insurer or from any other entity authorized to provide said coverage in this state pursuant to law, covering losses in excess of an amount set forth in insurance contracts on a specific occurrence, or per accident or annual aggregate basis.

**"EXECUTIVE COMMITTEE"** means the governing body of the Fund. When membership of the Fund is in excess of seven (7) municipalities, as soon as possible after the beginning of the year, the Fund Commissioners shall meet and elect five (5) commissioners to serve and up to four (4) alternates, along with the chairperson and the secretary as the Executive Committee of the Fund, as provided in N.J.S.A. 40A:10-36 et seq. During their terms of office, members of the Executive Committee shall exercise the full power and authority of the Fund Commissioners, except as otherwise provided.

**"FUND"** means the Monmouth Municipal Joint Insurance Fund (hereinafter referred to as "Fund").

**"FUND YEAR"** means the Fund's fiscal year of January 1st through December 31st.

**"GENERAL LIABILITY"** means any and all liability which may be insured under the laws of the State of New Jersey, excluding workers' compensation, employer's liability, motor vehicular and equipment liability. The exact definition of a "General Liability" or similar terms is the definition used in the excess insurance policy purchased by the Fund.

**"INCURRED CLAIMS"** means claims which occur and are reported during a Fund year, including claims reported or paid during a later period. The exact definition of "Incurred Claims" or any similar term is the definition used in the excess insurance policy purchased by the Fund.

**"INDEMNITY AND TRUST AGREEMENT"** means a written contract signed by and duly adopted by the members of the Fund under which each agrees to jointly and severally assume and discharge the liabilities of each and every party to such agreement arising from their participation in the Fund. The agreement shall specify the extent of the member's participation in the Fund with respect to the types of coverage to be provided by the Fund and shall include the duration of Fund membership which shall not exceed three years pursuant to N.J.S.A. 40A: 11-15 (6). The agreement shall also specify that the member has never defaulted on claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to application to the Fund.

**"MANUAL PREMIUM"** means the premium computed according to the Experience Rating Plan provided for in the New Jersey Worker's Compensation and Employer's Liability Insurance Manual on file with the Commissioner and similar insurance industry rating plans for other lines of coverage.

**"MEL"** means the Municipal Excess Liability Joint Insurance Fund.

**"MOTOR VEHICULAR AND EQUIPMENT LIABILITY"** means liability resulting from the use or operation of motor vehicles, equipment or apparatus owned by or controlled by the participating municipality, or owned by or under the control of any subdivision thereof including its departments, boards, agencies or commissions. The exact definition of "motor vehicular and equipment liability" or any similar terms shall be the definition of the excess insurance policy purchased by the Fund.

**"OCCURRENCE"** means a single event. The exact definition of "occurrence" or any similar term shall be the definition used in the excess insurance policy purchased by the Fund.

**"PRODUCER"** means any person engaged in the business of an insurance agent, insurance broker, or insurance consultant as defined in N.J.S.A. 17:22 A-1 et seq.

**"PROPERTY DAMAGE"** means any loss or damage, however caused, to property including monies and securities, motor vehicles, equipment or apparatus owned by the member or owned by or under the control of any of its departments, boards, agencies, commissions, or other entities which the membership may provide coverage for. The exact definition of "property damage" or similar terms shall be the definition in the insurance policy issued by the Fund.

**"SERVICING ORGANIZATION"** means an individual, partnership, association, or corporation, other than the administrator, that has contracted with the Fund to provide, on the Fund's behalf, any function as designated by the Fund Commissioners including, but not limited to, actuarial services, claims administration, cost containment services, loss prevention/safety engineering services, legal services, auditing services, financial services, compilation and maintenance of the Fund's underwriting file, coordination and preparation of coverage documents, risk selection and pricing, excess insurance or reinsurance producer services, which include producer negotiations on behalf of the Fund for excess insurance or reinsurance from an insurer, member assessment and fee development, report preparation pursuant to N.J.S.A. 40A:10-36, et seq. and N.J.A.C. 11:15-2 et seq., and such other duties as designated by the Fund.

**"SURPLUS"** means that amount of monies in a trust account that is in excess of all costs, earned investment income, refunds, incurred losses and loss adjustment expenses and incurred but not reported reserves including the associated loss adjustment expenses attributed to the Fund net of any recoverable per occurrence or aggregate excess insurance or reinsurance for a particular year.

**"UNPAID CLAIMS" or "UNPAID LOSSES"** means case reserves and reserves for incurred but not reported claims attributed to the Fund net of any recoverable per occurrence or aggregate excess insurance or reinsurance for a particular year.

**"WORKERS' COMPENSATION"** means the provisions of N.J.S.A. 34:15-7 et seq. The exact definition of "Workers' Compensation" or similar terms shall be the definition in the excess insurance policy purchased by the Fund.

## ARTICLE II - MEMBERSHIP

Agreement To Join the Fund:

1. Pursuant to Section I of P.L. 1983, c.372, the governing body of a qualified municipality shall by resolution or ordinance, as appropriate, agree to join the Fund.

   a. The resolution or ordinance shall provide for execution of a written agreement specifically providing for acceptance of the Fund's bylaws as approved and adopted pursuant to Section 4 of the Act.

   b. The Agreement shall specify the extent of the municipality's participation in the Fund with respect to the types of insurance coverage to be provided by the Fund and shall include the duration of Fund membership, which in no event shall exceed three years pursuant to N.J.S.A. 40A:11-15 (6).

2. Any applicant who wishes to avail itself of Excess coverage available through the Municipal Excess Liability Joint Insurance Fund shall by resolution or ordinance, as appropriate, make application to said Excess Fund for membership to run concurrently with its membership in this Fund.

3. The agreement shall include an executed Indemnity and Trust Agreement.

4. All applicants to the Fund must also include a letter certifying that the municipality has never defaulted on claims if self-insured and has not been canceled for nonpayment of insurance premiums for a period of at least two years prior to the application.

Subsequent Membership:

1. Any municipality seeking membership after the Fund's initial approval by the Commissioner of Insurance and the Department of Community Affairs shall submit an application for membership to the Fund on a form approved by the Commissioner of Insurance. The application shall include an executed Indemnity and Trust Agreement and other documentation required under Section A above.

2. The Commissioners/Executive Committee may approve the application by a two-thirds vote of its full authorized membership based on the following criteria.

   a. The applicant's five (5) year claims history shows safety performance consistent with the Fund's objectives and the applicants physical location and makeup indicates a prospective likelihood of satisfactory future claim performance.

b. A safety inspection and evaluation conducted by the Fund's safety consultant at the expense of the applicant shows the applicant meets the Fund's safety standards.

c. The Fund has the administrative capability to absorb additional memberships without undue inconvenience or strain.

3. If the applicant is approved by the Fund, it shall be concurrently filed with the Department of Insurance and the Department of Community Affairs and shall be accompanied by such amendment to the Fund's bylaws, budget and plan of risk management as may be appropriate.

4. No new membership in the Fund shall become effective until the application and accompanying amendments to the Fund's Bylaws and Plan of Risk Management are approved by the Commissioners of Insurance and Community Affairs.

Conditions Of Membership:

As a condition of membership, each municipality shall:

1. Form a safety committee and actively participate in all Fund sponsored safety programs.

2. Hire a Risk Management Consultant, who shall not be a Fund Commissioner, to advise the municipality on matters relating to the Fund's operation and coverages. Said Risk Management Consultant shall be hired independently by each municipality or as a single appointment, as voted upon and established annually by the commissioners/executive committee. If the Fund commissioners/executive committee elect to appoint a single Risk Management Consultant, any member may for cause, upon written notice to the Joint Insurance Fund within 30 days of said appointment, reject the Funds' appointee and substitute one of its own choice. "For cause" shall be defined as any reasonable justification not necessarily related to the performance of the Fund's appointee. The Risk Management Consultant shall be paid a fee up to six (6%) percent of the municipality's assessment for the current year, as determined annually by the Executive Committee, subject to the availability of funds of the Fund's operating budget. The fee shall be paid on a biannual basis.

   a. The Risk Management Consultant shall be appointed in conformance with the Local Public Contracts Law.

b. The Risk Management Consultant's specific responsibilities shall include, but not be limited to:

(1) The evaluation of the town's exposure.

(2) The explanation of the various coverages available from the Fund and assisting the municipality in the selection of proper coverage.

(3) The preparation of applications, statement of values, etc., required by the Fund.

(4) The review of the town's assessment and assisting in the preparation of the town's insurance budget.

(5) The review of losses and engineering reports and providing assistance to the town's safety committee.

(6) Assisting in the claims settlement process.

(7) Attendance at the majority of meetings of the Fund commissioners/executive committee and the performance of such other services as required by the municipality or the Fund.

(8) Such other services as required by the member(s) and/or the Fund.

c. The Risk Management Consultant shall be a New Jersey licensed property/casualty insurance agent or broker who has demonstrated prior experience in the management of public insurance risks.

3. Participate in all the major lines of coverage offered by the Fund.

Membership Renewals:

1. Members may renew their participation in the Fund by execution of a renewal agreement and passage of a resolution no later than ninety (90) days prior to the expiration of the term period.

2. The Fund commissioners/executive committee must act upon any renewal application no later than forty-five (45) days prior to the expiration of the term period. Otherwise, the renewal application is automatically approved.

3. In order to deny a renewal application, the Fund's Commissioners/Executive Committee shall find by majority vote that the applicant has failed to fulfill its responsibilities as a member or no longer meets the Fund's risk management or underwriting standards or other reasons approved by the Commissioner as reasons for termination.

4. Non-renewal of a Fund member does not relieve the member of responsibility for claims incurred during its period of membership.

Termination and/or Withdrawal of Fund Members:

1. A participating municipality must remain in the Fund for the full term of membership unless earlier terminated by a majority vote of the Fund commissioners or a two-thirds vote of the Executive Committee for non-payment of assessments or continued non-compliance after written notice to comply with these Bylaws or other obligations. However, such participating municipality shall not be deemed terminated until:

    a. The Fund gives by certified mail, return receipt requested to the member a written notice of its intention to terminate the member in ten (10) days; and

    b. Like notice shall be filed with the Department of Insurance and Department of Community Affairs, together with a certified statement that the notice provided for above has been given; and

    c. Ten (10) days have elapsed after the filing required by "b" above.

2. A member of the Fund that does not desire to continue as a member after the expiration of its membership term shall give written notice of its intent ninety (90) days before the expiration of the term period. The Fund shall immediately notify the Department of Insurance and the Department of Community Affairs that the member has given notice to leave the Fund.

3. A member that has been terminated or does not continue as a member of the Fund shall remain jointly and severally liable for claims incurred by the Fund and its members during the period of its membership, including, but not limited to being subject to and liable for supplemental assessments.

4. The Fund shall immediately notify the Department of Insurance and the Department of Community Affairs if the termination or withdrawal of a member causes the Fund to fail to meet any of the requirements of P.L. 1983, c.372 or any other law or regulation of the State of New Jersey. Within fifteen (15) days of such notice, the Fund shall advise the Department of Insurance and the Department of Community Affairs of its plan to bring the Fund into compliance.

5. A Fund member is not relieved of the claims incurred during its period of membership except through payment by the Fund or member of those claims.

## ARTICLE III - ORGANIZATION

Commissioners:

1. Appointment:

   a. Commissioners: In the manner generally prescribed by law, each participating municipality shall appoint one (1) commissioner to the Fund. Each participating municipality shall select either a member of its governing body or one of its municipal employees.

   b. Alternate: Each participating municipality shall have the right to appoint one (1) alternate to attend either regular or special meetings on behalf of the municipality in the absence of the Fund Commissioner. Each participating municipality shall select either a member of its governing body or one of its municipal employees.

   c. Special Commissioner: In the event that the number of participating municipalities is an even number, one (1) additional commissioner shall be appointed by a participating municipality on a rotating basis determined in alphabetical order.

      "The municipality's privilege to appoint the special commissioner shall remain with that municipality for one entire Fund year and the subsequent admission to the Fund of a municipality with a preceding alphabetical prefix shall not deprive any municipality already a member of the Fund of its prerogative to appoint a special commissioner during a current Fund year."

2. Terms of Office and Vacancy:

   a. All terms of office shall expire on January 1st or until a successor is duly appointed and qualified.

   b. A commissioner, other than the special commissioner, who are members of the appointing municipality's governing body shall hold office for two years or for the remainder of there term of office as a member of the governing body, whichever shall be less.

c. Commissioners who are employees of the appointing municipality shall hold office at the pleasure of the municipality and can be removed by the municipality at any time without cause.

d. The special commissioner, if any, shall serve until January 1st of the year following appointment provided, however, that if the special commissioner is an employee of the appointing municipality, he can be removed by the appointing municipality at any time without cause.

e. The unexpired term of a commissioner other than the special commissioner, shall be filled by the appointing municipality in the manner generally prescribed by law.

f. In the event of vacancy of the special commissioner caused by reason other than the expiration of the term of office, the municipality which appointed the commissioner shall appoint the replacement for the unexpired term.

g. Any commissioner can be removed from office for cause by two-thirds vote of the full membership of the Fund commissioners. Upon such a vote it shall be incumbent upon the member municipality to replace the commissioner.

Commissioners shall serve without compensation.

3. Responsibilities:

a. The commissioners are hereby authorized and empowered to operate the Fund in accordance with these Bylaws and appropriate state laws and regulations.

b. Each commissioner shall have one vote provided, however the special commissioner, if any, shall only vote in the event of a tie.

Officers:

1. As soon as possible after the beginning of each year, the commissioners shall meet to elect the officers of the Fund from their own membership. Fund officers shall serve until January 1st of the following year, or until a successor is duly elected and qualified.

a. Chairperson: The Chairperson shall preside at all meetings of the commissioners and shall perform such other duties provided for in these bylaws and the laws and regulations of the State of New Jersey.

b. Vice Chairperson: The Vice-Chairperson shall serve as Acting Chairperson in the absence of the Chairperson and shall perform such other duties as provided for in these bylaws and the laws and regulations of the State of New Jersey.

c. Secretary: The Secretary shall serve as Acting Chairperson to preside over the meetings of the commissioners in the absence of the Chairperson and Vice Chairperson, maintain minutes of its meetings, retain all books, records, files and other documents of the Fund, and shall perform such other duties as provided for in these bylaws and the laws and regulations of the state of New Jersey.

"The Secretary shall have the responsibility to maintain the books and records of the Fund at the office of the Fund as from time to time designated by the Fund commissioners which office the Secretary shall have free access to."

2. In the event of a vacancy in any of the officer positions caused by other than the expiration of the term of office, the commissioners (or executive committee) shall by majority of vote fill the vacancy for the unexpired term.

3. Any officer can be removed without cause at any time by a two-thirds vote of the full membership of the Fund commissioners. In this event, the full membership of the Fund commissioners shall fill the vacancy for the unexpired term.

4. The Chairperson and the Secretary shall serve without compensation.

Executive Committee:

1. If the total number of commissioners exceeds seven (7), as soon as possible after the beginning of the year they shall meet and elect five (5) commissioners to serve with the Chairperson, Vice-Chairperson, and the Secretary and up to four (4) alternates as the executive committee of the Fund. During their term of office, members of the executive committee shall exercise the full power and authority of the commissioners except as otherwise provided. Wherever the term "commissioner/executive committee" appears in these Bylaws, that term shall be interpreted to mean "executive committee", except in those cases where the express language and content of these Bylaws or applicable statutes dictate otherwise.

2. The executive committee shall serve until January 1st of the following year, or until their successors are duly elected and qualified.

3. If a member of the executive committee misses three consecutive regular meetings, which absences are unexcused, that seat will be deemed vacant and the vacancy filled.

4. Vacancies on the executive board caused by a reason other than the expiration of the term of office shall be filled by a majority vote of the full remaining membership of the Fund commissioners.

Fund Professionals:

As soon as possible after the beginning of each year, the commissioners/executive committee shall meet and select individuals to serve in the following appointed positions. These individuals shall serve until January 1st of the following year, or until a successor is duly elected and qualified.

1. Treasurer: The Treasurer shall not be a commissioner. The treasurer shall be a Certified Municipal Finance Officer or Certified County Finance Officer and have the following duties and responsibilities: The Treasurer shall have the following duties and responsibilities.

    a. The Treasurer shall be the custodian of the Fund's assets and shall maintain the various trust funds.

    b. The Treasurer shall approve all receipts, payments, and financial records.

    c. The Treasurer shall prepare the Fund's cash management plan and shall invest all balances.

    d. Serve as the Fund's representative to the MEL Investment Committee.

    e. Certify availability of sufficient unencumbered funds in any account to fully pay all charges or commitments prior to any payment or commitment.

    f. Responsible for providing Investment information.

    g. Treasurer shall be responsible for providing the Executive Committee, on a regular basis, a report on the sum of all cash transactions and reconciliation of payments.

    h. The Treasurer shall perform such other duties as provided for by the Fund commissioners/executive committee, these Bylaws and in the laws and regulations of the State of New Jersey.

i. The Treasurer shall provide a fidelity bond protecting the Fund's assets in a form and amount to be determined annually by the commissioners. Said bond to be paid for by the commissioners.

2. Executive Director/ Administrator:

The Administrator shall serve as Executive Director of the Fund and shall be experienced in risk management matters and self-funded entities.

a. The Administrator shall have the following duties and responsibilities:

i) Carry out the policies established by the Fund Commissioners and to otherwise supervise the management of the Fund.

ii) Advise the Fund Commissioners on risk management matters and prepare a draft Risk Management Plan.

iii) Prepare the Fund's budget, compile and bill assessments.

iv) Maintain underwriting files, prepare new members submissions for review of the commissioners.

v) Prepare draft requests for proposals for services to be provided by servicing organizations and monitor the performance of the service companies.

vi) Prepare filings required by State regulations.

vii) Coordinate the Fund's meeting agenda, minutes, elections, contracts, and maintain the Fund's official records and office.

viii) Maintain the Fund's general ledger, accounts payable and accounts receivable function.

ix) Perform such other duties as provided for by the Fund Commissioners, these bylaws, and the laws and regulations of the State of New Jersey.

b. The Administrator shall assume overall executive responsibility for the operations of the Fund except that the Administrator shall not be responsible for the errors and omissions of any other servicing organization except as to generally monitor the compliance of said organization with the directives of the Fund Commissioners, its Service Provider contract, or the applicable statutes and regulations as to the form and timeliness of said undertaking. For example, the Executive Director shall be responsible to verify the issuance of excess or reinsurance policies, and the timely receipt of said policies by the Fund, however, the Executive Director shall not be responsible for the content of the policies or the adequacy of the coverage.

c. The Administrator shall be bonded in a form and amount acceptable to the Commissioner. The Administrator shall also be covered by Errors and Omissions insurance as provided by N.J.A.C. 11:15-2. Said coverage is to be paid by the Fund.

3. Auditor:

The auditor shall be an independent Certified Public Accountant (CPA) or a registered municipal accountant (RMA) who has evidenced the ability and experience to properly examine a joint insurance fund. The auditor shall conduct the annual audit of the Fund in accordance with, N.J.S.A. 40A:10-36, and N.J.A.C. 11:15-2.24, and shall perform such other duties as provided for by the Fund Commissioners/Executive Committee, these bylaws and the laws and regulations of the State of New Jersey.

4. Fund Attorney:

a. The Fund attorney shall be admitted to the New Jersey Bar and shall provide advice to the Fund on legal matters such as advising the Fund Commissioners of their obligations and responsibilities under N.J.S.A.40A:10-36, et seq., the regulations and other pertinent laws such as the Open Public Meetings Act.

b. The attorney shall have the following responsibilities:

i) The attorney shall advise the Fund and the appropriateness of claim settlements recommended by the Claims Administrator.

ii) The attorney shall advise the Fund Commissioners on the selection of counsel to represent the Fund in the defense of claims. The Fund attorney may also provide representation concerning incidental aspects of claim matters such as motions where it is more expeditious, cost effective or otherwise to do so. However, the attorney or any member of the attorney's law firm shall not defend claims which are the responsibility of the Fund without the authorization of the Commissioners.

iii) The attorney shall perform such other duties as provided for by the Fund Commissioners, these bylaws and the laws and regulations of the State of New Jersey

5. Actuary:

The actuary shall certify the actuarial soundness of the Fund and shall report to the Fund Commissioners in a manner and at such times established by them, and shall provide such actuarial reports as required by the Department. The actuary shall certify claim reserves, reserves for "Incurred but Not Reported" (IBNR) losses, and unearned assessments and shall comment on the adequacy of the budget.

6. Service Agent:

The Fund shall designate and appoint an agent in New Jersey to receive service and process on behalf of the Fund.

7. All Fund professionals shall be retained on a contractual basis, which shall be approved by the Fund and submitted to the Commissioner of Insurance and the Commissioner of Community Affairs as required.

8. Fund professionals shall be compensated for their services pursuant to written fee guidelines submitted annually and approved by the Fund. The written fee schedule shall be part of the official contract.

**Servicing Organizations:**

1. The Fund may contract to have the following services performed:

   a. Actuarial services
   b. Claims Administration
   c. Cost containment services
   d. Loss prevention/safety engineering services
   e. Legal services
   f. Auditing services
   g. Financial services
   h. Compilation and maintenance of the Fund's underwriting file
   i. Coordination and preparation of coverage documents
   j. Risk selection and pricing
   k. Excess insurance or reinsurance producer services
   l. Member assessment and fee development
   m. Report preparation pursuant to N.J.S.A. 40A:10-36 et seq. and N.J.A.C. 11:15-2 et seq.
   n. Right to Know Services
   o. Any and all other services that the Fund may deem appropriate for the benefit and protection of the Fund.

2. The Fund may at its option contract for these services from different servicing organizations.

3. a.) No Servicing Organization retained by the Fund, or producer that may be appointed pursuant to N.J.A.C. 11:15-2.6(c) 10, or their employees, officers or directors shall have either a direct or indirect financial interest in the Administrator of the Fund or be an employee, officer or director of the Administrator unless notice of such interest has been provided to the Fund Commissioners and members.

   b.) No Administrator of the Fund, or its employees, officers or directors shall be an employee, officer or director of, or have either a direct or indirect financial interest in, a Servicing Organization of the Fund, or the insurance producer that may be appointed by that fund pursuant to N.J.A.C. 11:15-2.6(c) 10-1 unless notice of such interest has been provided to the Fund Commissioners and members.

   c.) Any employee, officer or director of the Administrator, Servicing Organization or insurance producer that may be appointed pursuant to N.J.A.C. 11:15-2.6(c)10 shall disclose to the Fund Commissioners or Executive Committee, as applicable, any direct or indirect financial interest such employee, officer or director has in any other Administrator, Servicing Organization or insurance producer.

4. Each service contract shall include a clause stating "unless the Fund Commissioners otherwise permit, the Servicing Organization shall handle to their conclusion all claims and other obligations incurred during the contract period."

5. Each Servicing Organization shall provide a surety bond and Errors and Omissions coverage if required by law, in a form and amount acceptable to the Commissioner.

6. All officers, employees and agents, including the Administrator and Servicing Organization of the Fund, on the final day of their contract or employment shall surrender and deliver to their successors all accounts, funds, property, records, books and any other material relating to their contract or employment, or if no successor has been designated, delivery shall be made to the Administrator or Fund Chairperson.

7. All Servicing Organizations shall be retained on a contractual basis which shall be approved by the Fund commissioners and submitted to the Commissioner of Insurance and the Commissioner of Community Affairs.

8. Servicing Organizations shall be compensated for their services pursuant to written fee guidelines submitted annually and approved by a majority of the commissioners/executive committee. The written fee schedule shall be part of the official's contract.

**Indemnification of Officers and Employees:**

1. The Administrator, Claims Service Provider(s), Producer, Risk Management Consultant(s) and such others as are required by regulation to do so, shall provide Errors and Omissions coverage in a form satisfactory to the Commissioner. The Fund Commissioners/Executive Committee may also require other professionals to provide evidence of Errors and Omissions coverage, and any other coverage as a requirement of their contract.

2. Except to the extent covered by Errors and Omissions insurance as may be required, as set forth above, the Fund shall indemnify any past, present or future Fund Commissioner, and may indemnify such other officials or professionals or service providers as the Fund Commissioners determine, for claims arising from an act or omission of such Fund Commissioner, official or employee within the scope of the performance of such individuals' duties as Fund Commissioner, officials, professional or employee. Such indemnification shall include reasonable costs and expenses incurred in defending such claims. Nothing contained herein shall require the Fund to pay punitive damages or exemplary damages or damages arising from the commission of a crime by such an individual and the Fund shall not be required to provide for the defense or indemnification of such an individual when the act or omission which caused the injury was the result of actual fraud, malice, gross negligence or willful misconduct of such individual or in the event of a claim against such an individual by the State of New Jersey or if such Fund Commissioner, official, professional or employee is either covered, or required to be covered by Errors and Omissions liability insurance. The determination as to whether an individual's conduct falls within any of the above exceptions shall be made by the Fund Commissioners/Executive Committee. Nothing herein contained is intended to shield omissions or wrongdoing which would not customarily be covered by Errors and Omissions insurance if same had been required of said employee or appointed official.

3. A present, past or future Fund Commissioner, official, professional or employee of the Fund shall not be entitled to defense or indemnification from the Fund unless:

   a. Within ten (10) calendar days of the time he or she is served with the summons, complaint, process, notice or pleading, he or she delivers the original or exact copy to the Fund Chairman with a copy to the Fund attorney, together with a request that the Fund provide for his or her defense;

b. In the event the Fund provides defense or indemnification, he or she cooperates in the preparation and presentation of the defense with the attorney selected to defend the case; and

c. Except in those instances where a conflict of interest exists, as determined by an attorney selected by the Fund to handle such matters, the past, present or future Fund Commissioner, official, professional or employee shall agree that the Fund and its counsel shall have exclusive control over the handling of the litigation.

4. The foregoing right of indemnification shall not be exclusive of any other rights to which any Fund Commissioner, official, professional or employee may be entitled as a matter of law or which may be lawfully granted to him or her; and the right to indemnification hereby granted by this Fund shall be in addition to and not in restriction or limitation of any other privilege or power which the Fund may lawfully exercise with respect to the indemnification or reimbursement of a Fund Commissioner, official, professional or employee; except that in no event shall a Fund Commissioner, official, professional or employee receive compensation in excess of the full amount of a claim and reasonable costs and expenses incurred in defending such claim.

5. Expenses incurred by any Fund Commissioner, official, professional or employee in defending an action, suit or proceeding may be paid by the Fund in advance of final determination of such action, suit or proceeding as authorized by the Fund in a specific case upon receipt of an undertaking by or on behalf of such member or officer to repay such amount in the event of an ultimate determination that his or her conduct was such as to fall outside the scope of coverage under this indemnification provision.

**Advisory Committees:**

From time to time, the Fund Chairperson may establish advisory committees, either standing or ad-hoc, and may appoint any individual to serve on these committees except that only Fund Commissioners may serve on a Nominations Committee, if any, established for the purpose of proposing candidates to stand for election as a Fund officer or member/alternate of the Executive Committee.

## ARTICLE IV - OPERATION OF THE FUND

General Operation:

1. The Fund shall be subject to and operate in compliance with the provisions of the Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq), the Local Public Contracts Law

(N.J.S.A. 40A:11-1 et seq.) and the various statutes authorizing the investment of public funds, including but not limited to N.J.S.A. 40A:10-10(b), 17:12B-241 and 17:9-4.1.

2. The Fund shall be considered a local unit for purposes of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) and shall be governed by the provisions of that law in the purchase of any goods, materials, supplies and services.

3. The Fund shall be operated with sufficient aggregate financial strength and liquidity to assure that all obligations will be promptly met. The Fund shall prepare a financial statement on a form acceptable to the Commissioner of Insurance showing the financial ability of the Fund to meet its obligations. The members may, upon majority vote, request that the Commissioner of Insurance order an examination of any Fund member which the Fund commissioners or executive committee, if any, in good faith believes may be in a financial condition detrimental to other Fund members or to the public.

4. The minimum Workers' Compensation contribution of the members shall be at least $250,000 for the Fund's first year and at least $500,000 for each subsequent year of operation unless otherwise approved by the Commissioner of Insurance.

5. All monies, assessments, funds and other assets of the Fund shall be under the exclusive control of the Fund Commissioners.

6. The Fund shall adopt a resolution designating its fiscal year as January 1through December 31st.

7. The Fund shall adopt a resolution designating a public depository or depositories for its monies pursuant to N.J.S.A. 40A:5-14. The resolution shall also designate a person to be custodian of funds for the Fund and shall authorize the custodian to invest temporarily free balances of any claim or administrative accounts periodically as authorized by law. The custodian of funds shall possess a Certified Municipal Finance Officer certificate issued pursuant to N.J.S.A. 40A:9-140.2. The custodian shall quarterly report to the Fund Commissioners on investment and interest income.

8. All books, records, files, documents and equipment of the joint insurance fund are the property of the Fund and, except as provided at N.J.A.C. 11:15-2.22(e), shall be retained by the Fund Administrator at the discretion of the Fund Commissioners in accordance with a record retention program adopted by the Fund that shall be in compliance with the regulations of the New Jersey Division of Archives and History. All books, records, files and documents of the Fund shall be retained for not less than five years. The Fund shall also retain claims information as per N.J.A.C. 11:15-2.4(g).

Risk Management Plan:

1. The Fund shall prepare or cause to be prepared, a Risk Management Plan for the Fund including all information required in N.J.A.C. 11:15-2.6(e). The Risk Management Plan shall be adopted and approved by resolution of the Fund.

2. The Risk Management Plan and all amendments must be approved by the Commissioner of Insurance and the Commissioner of the Department of Community Affairs before it takes effect.

Financial Statement And Reports:

1. The Fund shall provide its members with periodic reports covering the activities and status of the Fund for the reporting period. The reports shall be made at least quarterly, and may be made more frequently at the direction of the Fund, and shall include, but not be limited to, the minutes, the Administrator's report, the Treasurer's report, and a summation of Fund activity, including comments on previously reported claims and newly reported claims, and any other information required by the Fund. The Treasurer's report shall include budget status, account balances, claims information, investment status, earnings and the costs of making investments. These reports shall also be submitted, with a copy of the minutes of the closed session, to the Department.

2. A certified annual report in a form prescribed by the Commissioner shall be prepared by the Fund, filed with the Department and be made available to each Fund member not later than one hundred eighty (180) days after the end of each Fund year. The report shall be accompanied by an annual audited statement of the financial condition of the Fund prepared by the Auditor and performed in accordance with generally accepted accounting principles and N.J.S.A. 40A:10-36 and shall otherwise comply with the requirements of N.J.A.C. 11:15-2.24 and these bylaws.

3. For the initial two fiscal years of the Fund, the Fund shall file with the Department unaudited statements of the financial condition of the Fund in a form acceptable to the Commissioner within 60 days of the end of each calendar quarter.

4. After the initial two years, the Fund shall file with the Department semi-annual unaudited statements of the financial condition of the Fund in a form acceptable to the Commissioner within 60 days after the end of each six-month period. The semiannual report covering the six-month period ending December 31 shall include a compilation of the results reported in the semiannual report for the period ending June 30 immediately preceding.

5. The Fund shall file such other information as may be required by the Department pursuant to N.J.A.C. 11:15-2.24.

Coverages:

The Fund shall offer the following coverages to the members:

1. Workers' Compensation and Employer's Liability. The Workers' Compensation benefits levels will equal those required by the Workers' Compensation law and other applicable statutes. The Fund shall make payment to Workers' Compensation recipients in a timely fashion in accordance with the regulations of the Department of Insurance.

2. Liability other than Motor Vehicles

3. Property Damage other than Motor Vehicle as well as comprehensive employee dishonesty including monies and securities.

4. Motor Vehicle Liability

5. Environmental impairment liability

6. Cyber Liability

7. Any and all other coverages that the Fund may offer from time to time.

ARTICLE V - MEETINGS AND RULES OF ORDER

Meetings:

1. Annual Organization Meeting. As soon as possible after the beginning of the year, the commissioners shall meet to elect officers and the executive committee, if any, to appoint officials and conduct such other business as is necessary. The time and place for the meeting shall be established by the Chairperson and the Secretary shall send written notice to the clerks of participating municipalities at least two (2) weeks in advance.

2. Monthly Business Meetings. The commissioners (or executive committee) shall establish a schedule of monthly meetings to conduct the business of the Fund. All commissioners may attend open or closed sessions of the executive committee.

3. Special Meetings. The Chairperson, Vice-Chairperson in the absence of the Chairperson, or three (3) commissioners may call a special meeting by notifying the Secretary at least three (3) days in advance. The Secretary shall notify the commissioners (or members of the executive committee) by telephone. If the Secretary is unable to reach a member as of forty-eight (48) hours before the meeting,

the Secretary shall telephone another official of the municipality using the following order: Business Administrator (if the Business Administrator is not the designated commissioner), Clerk, Mayor.

Notice shall state the purpose of the meeting and whether it is called for the executive committee only or full membership of commissioners.

4. Quorum. The quorum for full commissioner's meeting shall be as follows:

   a. A majority of the total commissioners unless the total number of members exceeds 25.

   b. If the total membership exceeds 25 in numbers, then a quorum shall be 13 plus a sum equal to 20% of the number of members in excess of 25 rounded to the next higher number.

5. A quorum for executive committee meetings shall be a majority of the commissioners then appointed to the executive committee.

6. Whenever an election is required, the Fund Chairperson may cause a paper ballot to be mailed to each Fund Commissioner which shall be counted at a time and place established by the Chairperson. In the event the number of valid ballots is less than a quorum, the vote shall be null and void.

7. The Secretary shall cause written minutes to be maintained of all Fund meetings and shall cause the minutes to be made available to the Commissioner upon request.

Conduct Of Meetings:

1. All meetings of the Fund shall be subject to the rules and regulations of the Open Public Meetings Act.

2. Unless otherwise provided in these Bylaws, or in the laws or regulations of the State of New Jersey, "Robert's Rules of Order" shall govern the conduct of all meetings.

Amendments To the Bylaws:

1. Any commissioner may propose an amendment to the Bylaws by filing the proposed amendment in writing with the Secretary.

2. Upon receipt of a proposed amendment, the Secretary shall notify the Chairperson who shall schedule a hearing to be held not more than forty-five (45) days from the

date the amendment was filed. The Secretary shall notify in writing all commissioners of the hearing date and shall send all Fund commissioners a copy of the proposed amendment.

3. The amendment is adopted by the Fund when the governing bodies of three-fourths (3/4) of the members approve the amendment within six (6) months of the hearing on the amendment. In the event N.J.S.A. 40A:10-43 is amended, the procedure and vote required by said statute as amended shall control. If after six (6) months the Secretary has not received written notice of approval from three- fourths (3/4) of the members, the Secretary shall notify the members that time has expired for the adoption of the amendment. If adopted, the amendment shall not take effect until approved by the Commissioner and the Commissioner of the Department of Community Affairs.

4. If adopted, the amendment shall not take effect until approved by the Commissioner of Insurance and the Department of Community Affairs.

## ARTICLE VI - BUDGETS

Budget Preparation & Adoption:

A. In November of each year, the Fund shall prepare the budget for the upcoming fiscal year. The budget shall identify the proposed items and amounts of expenditure for its operations, the anticipated amounts and sources of assessments and other income to be received during the fiscal year and the status of the self- insurance or loss retention accounts. The budget shall be prepared on a basis that does not recognize investment income or discounting of claim reserves but recognizes all anticipated or forecasted losses and administrative expenses associated with that fiscal year.

B. The budget will be reviewed by an actuary who will comment on its adequacy and recommend changes as appropriate.

C. A copy of the Fund's proposed budget shall be made available to each member at least two (2) weeks prior to the time scheduled for its adoption. No budget shall be adopted until a hearing has been held in accordance with N.J.S.A. 40A:4-1 et seq. giving all members the opportunity to present comments or objections.

D. Not later than December 31st of each year the Fund Commissioners/Executive Committee shall adopt by majority vote the budget for the Fund's operation for the coming fiscal year.

E. A copy of the adopted budget and actuarial certification shall be filed with the Department and the Department of Community Affairs within 30 days of its adoption and with the governing body of each Fund member.

F. An adopted budget may be amended by majority vote of Fund Commissioners/Executive Committee.

G. A copy of any amendment to the budget shall be filed with the Commissioner, the Commissioner of the Department of Community Affairs and the governing body of each member within 30 days of the adoption of any budget amendment which either singly or cumulatively with other adopted budget amendments changes the total budget five (5) percent from the original budget or the latest filed amended budget.

## ARTICLE VII - ASSESSMENTS

Annual Assessment:

1. In November of each year, the Executive Director in conjunction with Fund Professionals shall compute the probable net cost for the upcoming Fund year by line of coverage for each prior Fund year. The actuary shall include all budget items in these computations.

2. The annual assessment of each participating municipality shall be its pro rata share of the probable net cost for the upcoming year for each line of coverage as computed by the actuary.

3. The calculation of pro-rate shares shall be based on each municipality's manual premium by Fund year for that line of coverage.

4. The total amount of each member's annual assessment shall be certified by majority vote of the Fund commissioners (or executive committee, as applicable) to the governing body of each participating municipality at least one (1) month prior to the beginning of the next fiscal year.

5. The annual assessment shall be paid to the Fund in two (2) equal installments to be determined by the commissioners (or executive committee), which shall conform with N.J.A.C. 11:15-2.15(a).

6. In the event the final budget passed in December necessitates changes in the annual assessment, the second installment shall be adjusted to reflect this difference.

7. The Treasurer shall deposit each member's assessment into the appropriate accounts, including the Administrative Account and the Claim or Loss Retention Trust Fund account by Fund year for each type of coverage in which the member participates.

8. If a municipality becomes a member of the Fund or elects to participate in a line of coverage after the start of the Fund year, such Member's assessments and supplemental assessments shall be reduced in proportion to that part of the year which had elapsed.

Supplemental/Additional Assessments:

1. The Fund shall by majority vote levy upon the participating municipalities additional assessments wherever needed or so ordered by the Commissioner of Insurance to supplement the Fund's Claim, Loss Retention or Administrative Accounts to assure the payment of the Fund's obligations.

    a. All supplemental assessments shall be charged to the participating municipalities by applicable Fund year and shall be apportioned by that year's manual premium for that line of coverage.

    b. All municipalities shall be given thirty (30) days advance written notice of the Fund's intention to charge an additional assessment, and the Fund shall conduct a public hearing before adopting the supplemental assessment.

    c. Municipalities shall have thirty (30) days to pay the Fund from the date any supplemental assessment is adopted.

2. The Fund shall submit to the Commissioner of Insurance and the Department of Community Affairs a report of the causes of the Fund's insufficiency, the assessments necessary to replenish it and the steps taken to prevent a reoccurrence of such circumstances.

3. The Fund may establish additional premium assessments to those members with an adverse loss ratio, determined by the Fund, and implemented during its budgetary cycle.

Failure Or Refusal to Provide Required Assessments:

Should any member fail or refuse to pay its assessments or supplemental assessments, or should the Fund fail to assess funds required to meet its obligations, the Chairperson or in the event by his or her failure to do so, the custodian of the Fund's assets, shall notify the Commissioner of Insurance and the Commissioner of Community Affairs. Past due assessments shall bear interest at the rate of interest to be established annually by the commissioners/executive committee.

Insolvency and/or Bankruptcy of Fund Members:

The insolvency or bankruptcy of a member does not release the Fund, or any other member, of joint and several liability for the payment of any claim incurred by the member during the period of its membership, including, but not limited to, being subject to and liable for supplemental assessments.

ARTICLE VIII - REFUNDS AND INTERYEAR FUND TRANSFERS

A. Any monies for a Fund year in excess of the amount necessary to fund all obligations for that fiscal year as certified by an actuary may be declared to be refundable by the Fund in accordance to N.J.A.C. 11:15-2.21. The Fund shall submit a written notification to the Department and the Department of Community Affairs at least 30 days prior to the proposed refund.

B. A refund for any fiscal year shall be paid only in proportion to the member's participation in the Fund for such year. Payment of a refund shall not be contingent on the members' continued membership in the Fund.

C. The Fund may apply a refund to any arrearage owed by the member to the Fund. Otherwise, at the option of the member, the refund may be retained by the Fund and applied towards the member's next annual assessment.

D. The Fund may seek approval from the Commissioner of Banking and Insurance to make inter-year fund transfers in accordance with N.J.A.C. 11:15-2.21(h).

ARTICLE IX - EXCESS INSURANCE AND/OR REINSURANCE

A. Consistent with N.J.A.C. 11:15-2.6(a) 4, and N.J.A.C. 11:15-2.23 the Fund shall secure excess insurance or reinsurance in a form, in an amount and by an insurer, or other entity authorized to provide such coverage in New Jersey pursuant to law, acceptable to the Commissioner, if commercially available and reasonably priced, as determined by the Fund Commissioners/Executive Committee for each Fund year, and as approved by the Department and the Department of Community Affairs.

B. The policies of excess insurance and/or reinsurance issued by an insurer to the Fund shall provide single accident (single occurrence) excess insurance and aggregate excess insurance.

C. Certificates of excess insurance and/or reinsurance showing policy limits, specific and aggregate retention, and other information shall be available for the inspection by each member and shall be filed with the Commissioner.

D. Losses in excess of the established self-insured retention shall be borne by the excess carrier(s) according to the terms and conditions of the excess contract(s).

E. Any proposed change in the terms or limits of excess insurance and/or reinsurance shall be submitted to the Department and the Department of Community Affairs for approval at least 30 days prior to the effective date of the proposed change.

F. Notwithstanding, A through E above:

1. The Fund is not required to maintain single accident (single occurrence) excess insurance if the Fund's single accident limit is equal to or less than its single accident (single occurrence) self-insured retention as approved by the Department.

2. The Fund is not required to maintain aggregate excess insurance if its accumulated budgeted losses pursuant to N.J.A.C. 11:15-2.23(g) qualify the Fund for an exemption pursuant to N.J.A.C. 11:15-2.23 (f), or the Fund maintains an excess loss contingency balance in the Claims Account in conformance with N.J.A.C. 11:15-2.23(f).

## ARTICLE X - TRUST FUND ACCTS., INVESTMENTS & DISBURSEMENTS

Establishment Of Trust Fund Accounts:

1. By resolution, the Fund shall designate a public depository or depositories for its monies pursuant to N.J.S.A. 40A:15-14.

2. The Fund shall establish a separate Trust Fund Account from which monies shall be disbursed solely for the payment of claims, allocated claim expenses and excess insurance premiums for each line of coverage by Fund year. Such accounts shall be designated as Claims or Loss Retention Fund Accounts.

   a. Other than for claims, allocated claims expense, or excess insurance premiums, no transfers or withdrawals may be made from a Claim or Loss Retention Account without the prior written approval of the Commissioner of Insurance.
   b. The Fund shall maintain accounting records allocating all income, disbursements, and assets in the Claims account by line of coverage and by Fund year. Accounting records for closed Fund year(s) shall be allocated by member. Accounting records for loss fund contingency or excess loss contingency shall also be allocated by member.

3. The Fund shall also establish an Administrative Account which shall be utilized for payment of the Fund's general operating expenses, loss prevention activities, data processing services, and general legal expenses. The Fund shall maintain accounting records for the administrative account per 2(b) above.

Investments:

1. The balance of any account shall be invested to obtain the maximum interest return practical. All investments shall be in accordance with the Fund's cash management plan and consistent with the statutes and rules governing the investment of public funds by local governments and pursuant to N.J.S.A. 40A:10-10b.

2. The investment and interest income earned by the investment of the assets of each Claim or Loss Retention account shall be credited to each account.

3. The investment and interest income earned by investment of the assets of the Administrative Account shall be credited to that account.

Disbursements:

1. Prior to any commitment or agreement requiring the expenditure of funds, the custodian of the Fund's assets shall certify as to the availability of sufficient unencumbered funds to fully pay charges or commitments to be accepted.

2. All disbursements, payments of claims or expenditure of funds must be approved by a majority vote of the Fund commissioners (or executive committee.

3. Notwithstanding numbers 1 and 2 above, the Fund may provide for the expeditious resolution of certain claims by designating the Fund's Administrator or Service

Organization as "certifying and approving officer" pursuant to N.J.S.A. 40A:5-17. The Fund may authorize the "certifying and approving officer" to approve for payment any or specified claims in an amount not to exceed $5,000 per claim payment. The Fund shall establish such other procedures and restrictions on the exercise of this authority as the Fund deems appropriate.

4. Upon approval, the "certifying and approving officer" shall certify the amount and particulars of such approved claims to the custodian of the Fund's assets, directing that a check for payment be prepared.

5. Each month, the certifying and approving officer shall prepare a report of all claims approved since the last report, detailing the nature and the amount of the claim, the payee, the reasons supporting payment and any other pertinent information. This report shall be reviewed and approved or rejected by vote of the Fund commissioners/executive committee at their next regularly scheduled meeting. If any payment is not approved, appropriate action shall be taken.

6. All requests for payments must be accompanied by a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct, and must carry the certification of some officer or duly designated agent or employee of the Fund having knowledge of the facts that the goods have been received by, or the services rendered to the Fund. In the case of claims or losses to be charged against any loss fund, the Fund's claims administrator shall certify as to the claim's correctness and validity.

7. All claims shall be paid by check. The checks shall be signed by two persons so designated by the joint insurance fund commissioners/executive committee.

8. All claims or other disbursements approved for payment by the Fund shall be recorded in a claims register maintained by the custodian of the Fund's assets.

## ARTICLE XI - CONFLICT OF INTEREST

A. No official or employee of a participating municipality or any members of the family of such officials or employees, or any businesses in which such officials, employees or family members have a beneficial interest shall seek to obtain or participate in any contract to be entered into by the Fund for administration, loss control, investment or depository services, insurance coverage or any other service, commodity or material without first fully disclosing in writing the nature and extent of such interest, financial or otherwise, to the Joint Insurance Fund Commissioners. It shall be the responsibility of the Fund commissioners to determine if the interest so disclosed is such as to constitute an actual or potential conflict of such degree as to impair the ability of the officer, employee, family member or business from fully and impartially performing the duties required by the Fund. If so, the officer, employee, family member or business shall be prohibited from entering into such contract until the cause of such conflict is removed.

B. Any contract entered into between the Fund and any individual, firm, corporation or agency which fails to disclose an actual or potential conflict situation shall be void.

C. There shall be no collusion or evidence or appearance of collusion, between any official or employee of the members or employees of the Fund and any official or employee of any contractor, vendor, insurance company, bank, consultant, brokerage firm or any other profit making or non-profit firm attempting to solicit a contract with the Fund or awarded a contract by the Fund.

D. All officials or employees of a member local unit or any members of the family of such officials or employees shall comply with N.J.S.A. 40A:9-22.1 et seq. (the "Local Government Ethics Law").

## ARTICLE XII - VOLUNTARY DISSOLUTION OF THE FUND

A. If the Fund commissioners/executive committee deem it in the best interest of the members to dissolve the Fund, they shall by majority vote direct that a written plan of dissolution be prepared.

B. The plan of dissolution must provide for the payment of all incurred losses of the Fund and its members, including all incurred but not reported losses, as certified by an actuary, before any assets of the Fund or the Trust Fund Accounts may be used for any other purpose.

C. Upon completion of the plan, the Chairperson shall call a general meeting of all Fund commissioners/executive committee who shall review the plan and make any appropriate amendments. By majority vote, the Fund commissioners may recommend to the members that the Fund be dissolved in accordance with the plan of dissolution.

D. A majority of the governing bodies of the participating municipalities must by resolution vote to accept the plan of dissolution in order to dissolve the Fund.

E. Such Plan of Dissolution shall contain a statement of the Fund's current financial condition computed both on a statutory basis and according to generally accepted accounting principles as attested to by an independent certified accountant.

F. The Plan of Dissolution and other such information as may be required, must be filed with and approved in writing by the Commissioner and the Commissioner of the Department of Community Affairs not later than 90 days prior to the proposed effective date of dissolution.

## ARTICLE XIII - CLAIMS HANDLING PROCEDURE

**Claims Reporting:**

Upon receipt of the initial notice of a claim, the member shall immediately forward the notice of claim and any other information available to the claims administrator and, where appropriate, to the member's Risk Management Consultant for initial contact, investigation, court actions or other appropriate response.

**Notice of Request for Settlement Authority:**

Whenever an investigation discloses that the prompt, fair and equitable settlement of a claim is appropriate and possible, and such settlement exceeds the authority of the claims administrator, the claims administrator shall submit to the Fund administrator for review at a Fund Commissioners/Executive Committee meeting, a request for settlement authority. This notice shall be on forms approved by the Fund Commissioners/Executive Committee and shall set forth identifying information concerning the claim, recommendations where appropriate concerning the legal liability of the Fund, a summary of investigative work concerning the merits of the claim and the reasons underlying the recommended settlement authority.

**Approval Of Payments and Settlements:**

Whenever the Fund shall make any payment or settlement of any claim, a notation thereof identifying the claim, the amount paid and the reasons underlying the payment shall be approved by the Fund commissioners/executive committee and entered upon a ledger of claims paid.

## ARTICLE XIV - COMPLAINT HANDLING PROCEDURE

A. Whenever any interested party shall submit a complaint in writing to the "FUND", the administrator, or any member of the Fund, a copy thereof shall be forthwith communicated to the Fund commissioners/executive committee for consideration at its next regularly scheduled meeting.

B. At said meeting the Fund commissioners/executive committee shall consider the complaint, and by recorded vote take such action as might be appropriate.

C. The complaining party, and the commissioner from the municipality wherein the complaining party resides (if the complaining party is a resident of a member municipality) shall receive written notice of the commissioners' findings. The written notice to the complaining party, may where appropriate, include an opportunity for the complaining party to have a hearing concerning its complaint before the Fund commissioners/executive committee.

D. The Fund shall keep a separate record of all complaints received and the disposition of same.

## ARTICLE XV - OTHER CONDITIONS

Inspection And Audit:

The Fund shall be permitted but not obligated to inspect, at any reasonable time, the workplaces and operations of each Member covered by this agreement. Neither the right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Member or others, to determine or warrant that such workplaces, operations, are safe or healthful, or are in compliance with any law, rule or regulation.

The Fund shall be permitted to examine and audit the Member's payroll records, general ledger, disbursements, vouchers, contracts, tax reports and all other books, documents and records at any reasonable time as far as they show or tend to show or verify the amount of remuneration or other premium basis, or relate to the subject matter of this agreement.

Notice of Injury:

When an injury occurs, written notice shall be given by or on behalf of the Member to the Fund or any of its authorized agents as soon as practical. Such notice shall contain particulars sufficient to identify the Member and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the injured and of available witnesses.

Notice of Claim or Suit:

If claim is made or formal petition or a suit or other proceedings are brought against the Member, the Member shall immediately forward to the Fund every demand, notice, summons or other process received by him or his representative.

Assistance and Cooperation of the Member:

The Member shall cooperate with the Fund, and upon the Fund's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits or proceedings. The Member shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and other services at the time of injury as are required by the Workers' Compensation Law.

Action Against Fund:

No action shall lie against the Fund unless, as a condition precedent thereto, the Member shall have fully complied with all the terms of this agreement, not until the amount of the Member's obligation to pay shall have been finally determined either by judgment against the Member after actual trial or by written agreement of the Member, the claimant and the Fund. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this agreement to the extent of the protection afforded by this agreement. Nothing contained in this agreement shall give any person or organization any right to join the Fund as a co-defendant in any action against the Member to determine the Member's liability.

Bankruptcy or insolvency of the Member shall not relieve the Fund of any of its obligations.

Subrogation:

In the event of any payment under the agreement, the Fund shall be subrogated to all rights of recovery therefore of the Member and any person entitled to the benefits of this agreement against any person or organization and the Member shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Member shall do nothing after loss to prejudice such rights.

Conformance With Statute:

In the event any portion of these Bylaws conflict with any statute or administrative regulation covering joint insurance funds, the provision of any such regulation shall control to the extent it conflicts.

THUS DONE, READ AND PASSED in my office in ____________, state of New Jersey.

MONMOUTH MUNICIPAL JOINT INSURANCE FUND

By:

Chairman

Attest:

Secretary

By:

Executive Director/Administrator

**RESOLUTION 2026-101**
**RESOLUTION OF THE BOROUGH OF LAKE COMO COUNCIL**
**EXECUTIVE SESSIONS**

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**WHEREAS,** the Borough Council of the Borough of Lake Como must discuss matters which are not appropriate for discussion in a public meeting; and

**WHEREAS,** these subjects are within the exceptions to the Open Public Meetings Act and are permitted to be discussed in Closed Session pursuant to N.J.S.A. 10:4-12b; and

**WHEREAS,** the Borough Council intends to discuss matters as follows:

☐ Pursuant to N.J.S.A. 10:4-12b(l), "any matter which, by provision of federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of subsection a." of N.J.S.A. 10:4-12, public meetings. The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:

☐ Pursuant to N.J.S.A. 10:4-12b(2), "any matter in which the release of information would impair a right to receive funds from the Government of the United States". The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:

☐ Pursuant to N.J.S.A. 10:4-12b(3), "any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly." The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:

☐ Pursuant to N.J.S.A. 10:4-12b(4), "any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body." The collective bargaining contract(s) discussed are between the Commission and:

☐ Pursuant to N.J.S.A. 10:4-12b(5), "any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matter were disclosed." The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:

☐ Pursuant to N.J.S.A. 10:4-12b(6), "any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law." The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:

☒ Pursuant to N.J.S.A. 10:4-12b(7), "any pending or anticipated litigation or contract negotiation other than in subsection b. (4)" of N.J.S.A. 10:4-12 "in which the public body is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer." The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is: legal advice and attorney-client privilege

☐ Pursuant to N.J.S.A. 10:4-12b(8), "any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of, promotion or discipline of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting." The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is: personnel matters

☐ Pursuant to N.J.S.A. 10:4-12b(9), "any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act or omission for which the responding party bears responsibility." The nature of the matter, described as specifically as possible without undermining the need for confidentiality, is:

**WHEREAS,** the length of the Closed Session is estimated to be **30 minutes** after which the public meeting of the Borough Council shall reconvene, and action may be taken.

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council will recess into Closed Session for only the aforesaid subject(s); and

**BE IT FURTHER RESOLVED** that the Borough Council hereby declares that its discussion of the aforesaid subject(s) will be made public at a time when the public's interest in disclosure is greater than any privacy or governmental interest being protected from disclosure in accordance with the Open Public Meetings Act.

Dated: July 21, 2026

Kevin G. Higgins, Mayor

Hawley G. Scull, Council President

## CERTIFICATION

I hereby certify the foregoing Resolution to be a true and exact copy of a Resolution adopted by the Borough of Lake Como Council at its meeting held on July 21, 2026.

Amy L Boney, RMC
Borough Clerk

## Municipal Notification Regarding Application of Event Type Permit

P.O. Box 087, 140 East Front Street, Trenton, NJ 08625-0087 • 609-984-2830 • www.nj.gov/oag/al

FOR ALL APPLICANTS: You are receiving a courtesy copy of your application.

FOR APPLICANTS OF PREMISES EXPANSION PERMIT : You are responsible for ensuring that your application has been endorsed by the Chief of Police and the Clerk of the municipality in which the expanded premises that is the subject of this application is located.

FOR APPLICANTS OF SOCIAL AFFAIR, CATERING, EXTENSION OF PREMISES AND LIMITED BREWERY OFF-PREMISES EVENT PERMITS FOR EVENTS TO BE HELD ON MUNICIPAL OR PRIVATE PROPERTY: You are responsible for ensuring that your application has been endorsed by the Chief of Police and the Clerk of the municipality in which the event that is the subject of this application.

FOR APPLICANTS OF TEMPORARY STORAGE PERMITS: You are responsible for ensuring that your application has been endorsed by the Chief of Police and the Clerk of the municipality that is the subject of this application.

FOR MUNICIPAL ISSUING AUTHORITIES: A Special Permit (Social Affair or Catering or Extension of Premises or Limited Brewery Off-Premises or Premises Expansion) has been applied for in your jurisdiction. Please login to the Division website to review the Permit Application and provide your Endorsement of the application by the noted due date. If you have any questions regarding the application, please contact the Division at 609-984-2830, and request to speak with a representative of the Permit Unit.

FOR APPLICANTS OF SOCIAL AFFAIR, CATERING, EXTENSION OF PREMISE AND LIMITED BREWERY OFF-PREMISES PERMITS FOR EVENTS TO BE HELD ON PROPERTY OR PREMISES THAT ARE OWNED BY OR UNDER THE CONTROL OF A STATE OR COUNTY ENTITY: You are responsible for obtaining the Endorsements of the Chief Law Enforcement Officer and Chief Administrative Official with jurisdiction over the property or premises on which the event that is the subject of this application will be held. For instructions on obtaining the required Endorsements, please scroll down to the end of this Notification.

FAILURE TO OBTAIN THE REQUIRED ENDORSEMENTS WILL RESULT IN DENIAL OF YOUR APPLICATION.

This notification is being sent to the following email addresses:

- aboney@lakecomonj.org
- ahuisman@lakecomonj.org

| | |
|---|---|
| Permit Type: | Social Affair |
| File Number: | 887244 |
| Permittee: | BOROUGH OF LAKE COMO TOURISM COMMISSION |
| License Number: | N/A |
| Mailing Address: | PO Box 569<br>LAKE COMO, NJ 07719<br>USA |
| Physical Address: | 1740 MAIN STREET<br>LAKE COMO, NJ 07719<br>USA |
| Contact: | AMY L BONEY<br><br>(732) 681-3232 |
| Applicant Email: | ahuisman@lakecomonj.org |

Additional Permit Information

| | |
|---|---|
| County: | 13 - MONMOUTH COUNTY |
| Municipality: | 47 - LAKE COMO BOROUGH |

Was the Non-Profit Group/Organization formed as a Religious, Civic or Educational Entity?
Yes

Location
Location Description:
Lake Como lakefront
Address:
North Blvd & Main Street
Lake Como, NJ 07719
USA
lake front

Event Details
What is the specific event being held?
30th Annual Lake Como Day

Event Dates
Sep 26, 2026 from 2:00 PM to 10:00 PM

Rain Dates
Sep 27, 2026 from 2:00 PM to 10:00 PM

Application Questions

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| Question 1: | Please supply the person's name and phone number to contact should there be any questions related to this application. NAME PHONE NUMBER EMAIL ADDRESS |
| Response: | Amy Boney 732-681-3232 ext. 203 |
| Question 2: | Is the event premise owned by or under the control o a A) municipality, B) county, C) State or D) other? Please Identify the owner by one of the aforementioned codes. Provide the name of the owner, as well as a phone number for the owner and for what the premise is normally used. |
| Response: | municipality |
| Question 3: | By checking yes, the applicant is stating that they are in good standing and do not currently have their non-profit status revoked. |
| Yes / No Response: | Yes |
| Question 4: | Has the organization been issued a Social Affair Permit during the past three (3) years? |
| Yes / No Response: | Yes |
| Question 5: | Does the event premise hold an alcoholic beverage license or Winery Salesroom/Outlet issued by the New Jersey Division of Alcoholic Beverage Control? |
| Yes / No Response: | No |
| Question 6: | For what purpose is the premise normally used for? |
| Response: | public park |
| Question 7: | Does the premise conduct mercantile business? |
| Yes / No Response: | No |
| Question 8: | How is a charge assessed? Ticket, contribution or other; please specify. |
| Response: | no charge to attend, charged by drink |
| Question 9: | Who is the recipient of the proceeds? |

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| Response: | Lake Como Tourism Commission |
| Question 10: | Will you be dispensing Wine? |
| Yes / No Response: | Yes |
| | What is the cup size? |
| Response: | 4oz |
| Question 11: | Will you be dispensing Malt Alcoholic Beverages(Beer)? |
| Yes / No Response: | Yes |
| | What is the cup size? |
| Response: | 10oz-12oz |
| Question 12: | Will you be dispensing Distilled Spirits? |
| Yes / No Response: | Yes |
| | What is the cup size? |
| Response: | prepackage cans |
| Question 13: | How is the alcohol being obtained? Is it being donated or are you purchasing? Please explain: |
| Response: | purchased via distributor |
| Question 14: | Who will be pouring the alcoholic beverages at the event? |
| Response: | trained and licensed bar tenders |
| Question 15: | How many people are expected to attend the event on a daily basis? |
| Response: | 1,000 |
| Question 16: | What is the approximate age group of the attendees? |
| Response: | family event but 21+ in beer garden |
| Question 17: | Will persons under the legal age to consume alcohol be in attendance? |

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| Response: | yes, this is a family event but anyone under 21 will not permitted in the beer garden |
| Question 18: | Explain in DETAIL the security plans for the event. The plans should include the number of people checking for ID's, plans to prevent pass-offs to minors, the type of security at the event, the limit of alcoholic beverages per transaction, and any other relevant information pertaining to the event. |
| Response: | the area will be fenced off with a table at the entrance with 3+ trained people checking ID's/ Once ID's are checked the patrons will receive a wristband to enter the enclosed area. Experienced and licensed bar tenders will be serving drinks and understands that they are to use their experience to prevent over drinking. Beer will be served in 10-12oz cups with a 4 drink limit and wine will be serve in 4oz cups with a 4 drink limit. Distilled spirits will be served in prepackaged cans with a 4 drink limit. |
| Question 19: | Is the event being handled by a third party, promoter, production company, or other entity? |
| Yes / No Response: | No |
| Question 20: | By selecting yes, you understand that gambling, mock gambling and gambling paraphernalia are not permitted on the premise licensed by the Special Permit unless otherwise approved by the Legalized Games of Chance Control Commission. Contact the Commission at (973) 273-8000 |
| Yes / No Response: | Yes |
| Question 21: | Has this organization exceeded their limit of 12 Social Affair Permits for this calendar year? |
| Yes / No Response: | No |
| Question 22: | The Division must be notified for cancellation or rescheduling prior to the date of the event. Refunds will not be issued if cancellation is provided after the event date. Do you acknowledge the above statement and wish to submit your application. |
| Yes / No Response: | Yes |

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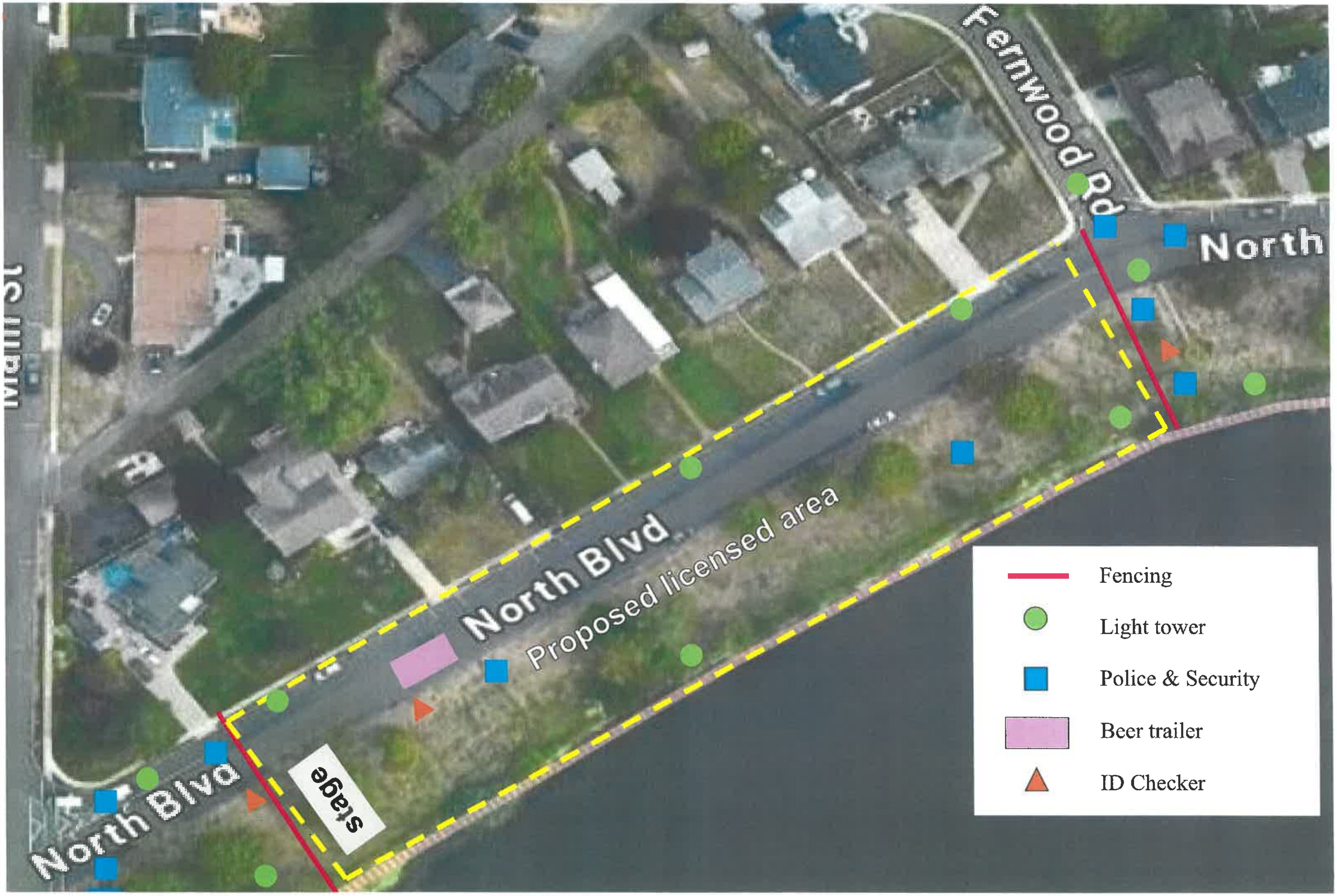
| Question 23: | By checking "yes" to this question, you are stating that you have obtained the necessary consent from the person so authorized at the premises where the affair is to be held, including property under the control of a unit of government, municipality, county or State, a church; or premises under license or other privately owned facility. |
| Yes / No Response: | Yes |
| Question 24: | Provide the full name, title, phone number and e-mail address of the person who provided the applicant with approval for the event being held at the location specified. |
| Response: | Andrew Huisman, Administrator 732-681-3232 ahuisman@lakecomonj.org |
| Question 25: | For verification purposes, please supply the mailing address of the non-profit organization. |
| Response: | 1740 Main Street Lake Como, NJ 07719 |


Main St
Fernwood Rd
North
North Blvd
Proposed licensed area
stage
North Blvd
Fencing
Light tower
Police & Security
Beer trailer
ID Checker