

Signed Resolutions - August 15, 2016

- Res. #2016-231 Payment of Vouchers \$ 207,907.71
- Res. #2016-232 Bid Acceptance and Award of one (1) New Giant Vac TM 6600 JD 30 Yard Vacuum Unit or Equivalent (Granturk Equipment Co Inc \$44,572.)
- Res. #2016-233 Authorization for Refund of Taxes (1 property \$56.26)
- Res. #2016-234 Authorization for Aarts Transportation, Inc to Transfer Taxi License (to new vehicle)
- Res. #2016-235 A Resolution Adopting Personnel Policies and Procedures for Lower Township (updated as required by JIF)
- Res. #2016-236 Amendment to the Municipal Engineer Contract Due to Name Change (Mott MacDonald)
- Res. #2016-237A Appointments to the Zoning Board of Adjustments – Michael P Kennedy
- Res. #2016-267B Appointments to the Zoning Board of Adjustments – George Doherty
- Res. #2016-238 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. **POSSIBLE LITIGATION – COUNCIL MAY RETURN TO TAKE ACTION**
- Res. #2016-239 A Resolution Approving the Agreement of Sale of Certain Real Property Located in the Township of Lower

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01171 VERIZON WIRELESS - TOWNHALL Continued	16-02191	08/10/16	IPHONE BILL 7/29/16-8/28/16	Open	<u>1,084.48</u>	0.00		
					1,604.89			
01200 DELTA DENTAL PLAN OF NJ	16-02097	07/29/16	JULY ADMIN	Open	1,142.40	0.00		
	16-02144	08/04/16	JULY 2016 DENTAL	Open	<u>14,638.95</u>	0.00		
					15,781.35			
01480 E-Z PASS	16-02141	08/04/16	E-Z PASS/DPW	Open	200.00	0.00		
01492 F THOMAS HILLEGASS	16-00805	03/18/16	DRY CLEANING - JUDGE'S ROBE	Open	21.00	0.00		
01519 TOM FOLS ELECTRICALCONTRACTOR*	16-01969	07/14/16	ELECTRIC BOX - BENNETTS	Open	300.00	0.00		
01690 GRANTURK EQUIPMENT CO*	16-00961	04/08/16	PARTS FOR RECYCLING/MAY	Open	1,857.28	0.00		
	16-01892	07/08/16	NEW PACKER BLADE TR#37	Open	<u>3,785.83</u>	0.00		
					5,643.11			
01781 HATCH MOTT MACDONALD LLC*	15-02866	11/16/15	ENGINEERING FOR ROSEANN AVE	Open	23,406.34	0.00		B
	16-00341	02/03/16	RENOVATIONS @ DOUGLASS PARK	Open	2,814.29	0.00		B
	16-01224	05/05/16	RES#16-117 BIKE PATH ADDITIONS	Open	5,378.16	0.00		B
	16-01554	06/08/16	RES#16-171 BID SER NATURAL GAS	Open	8,439.00	0.00		
	16-02180	08/10/16	PROFESSIONAL ENGINEERING	Open	159.00	0.00		
	16-02181	08/10/16	PROFESSIONAL ENGINEERING	Open	<u>1,712.20</u>	0.00		
					41,908.99			
01806 ANTHONY J HARVATT, II, ESQ	16-00783	03/15/16	ZBA SOLICITOR SALARY	Open	625.00	0.00		
	16-02178	08/10/16	RESOLUTIONS	Open	<u>300.00</u>	0.00		
					925.00			
01807 MARLIN HEDUM	16-02139	08/04/16	CONTRACTUAL REIMBURSEMENT-M	Open	206.65	0.00		
	16-02143	08/04/16	CONTRACTUAL REIMBURSEMENT-V	Open	155.00	0.00		
	16-02161	08/09/16	CONTRACT REIMB	Open	<u>43.68</u>	0.00		
					405.33			
01873 HOME DEPOT*	16-01547	06/08/16	SUPPLIES/DPW	Open	75.78	0.00		
01898 HERITAGE BUSINESS SYSTEMS, INC*	16-02011	07/21/16	COPIER SERVICE 7/1/16-10/1/16	Open	85.54	0.00		
02025 HUNTER JERSEY PETERBILT*	16-01524	06/07/16	PARTS FOR TRUCKS /JULY	Open	911.83	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02125 KDI*	16-01873	07/07/16	2/11/16-5/10/16 COPIER USAGE	Open	47.29	0.00		
02136 TED KINGSTON INC*	16-00294	01/26/16	MARCH 2016 MAINT. DPS	Open	547.50	0.00		
02140 KINDLE FORD LINC/MERC., INC.*	16-01550	06/08/16	PARTS FOR POLICE VEHICLES/JUNE	Open	1,056.28	0.00		
	16-01876	07/07/16	ENGINE FOR PD T-2/2012 CHARGER	Open	3,896.00	0.00		
					<u>4,952.28</u>			
02183 KLENSWITE POOL SPA SUP.CO INC*	16-01822	06/27/16	POOL TEST KIT CHEMICALS	Open	112.90	0.00		
	16-02016	07/21/16	FEED TUBES FOR POOL	Open	72.00	0.00		
					<u>184.90</u>			
02220 LIFESAVERS INC*	16-01754	06/16/16	AED UNITS	Open	5,593.00	0.00		
02228 DAVID LASERRE	16-02164	08/09/16	CONTRACT REIMB	Open	402.00	0.00		
02402 MGL PRINTING SOLUTIONS	16-02013	07/21/16	MARRIAGE BINDER/INDEX	Open	77.50	0.00		
02517 BRIAN MARKER	16-02096	07/29/16	CONTRACTUAL REIMBURSEMENT-M	Open	137.80	0.00		
02538 MARSH & MCLENNAN AGENCY, LLC*	16-01310	05/12/16	RES#16-115 BROKER SERVICES	Open	2,222.22	0.00		B
02541 ROBERT D. MARTIN, JR	16-02098	07/29/16	CONTRACTUAL REIMBURSEMENT-M	Open	881.41	0.00		
02590 ARTHUR MASON	16-02162	08/09/16	CONTRACT REIMB	Open	329.66	0.00		
02725 THOMAS MILLS	16-02146	08/04/16	CONTRACTUAL REIMBURSEMENT-M	Open	830.00	0.00		
02756 PHILADELPHIA TURF CO INC*	16-01549	06/08/16	PARTS FOR MOWERS	Open	357.59	0.00		
02809 MORPHOTRAK, INC*	16-01110	04/25/16	PRINTER MAINT. 8/16-8/18/17	Open	299.24	0.00		
03022 PRICE CHOPPER, INC*	16-01958	07/13/16	POOL WRISTBANDS	Open	120.08	0.00		
03109 TRU GREEN CHEMLAWN	16-00720	03/14/16	RES# 16-70 FERTILIZER/SLICE SE	Open	1,190.00	0.00		B

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03158 NYSCA*	16-01937	07/12/16	FOOTBALL COACHES RENEWALS	Open	160.00	0.00		
03280 PARAMOUNT SANITARY SUPPLY*	16-01805	06/23/16	TERRY RAGS/DPW	Open	249.45	0.00		
	16-01852	06/29/16	TOILET PAPER DISPENSERS	Open	<u>730.00</u>	0.00		
					979.45			
03285 PARA PLUS TRANSLATIONS, INC.*	16-01968	07/14/16	SPANISH INTERPRETER 6/28/16	Open	286.19	0.00		
03293 BLAINE PAYNTER	16-02124	08/04/16	CONTRACTUAL REIMBURSEMENT-M	Open	40.00	0.00		
03427 POLAR BEAR*	16-01971	07/14/16	RESCUE REPAIR AC UNIT	Open	318.00	0.00		
03466 R & R SPECIALTIES	16-01420	05/25/16	MEDALS-CROSS COUNTRY & RIBBONS	Open	456.00	0.00		
03518 RIGGINS, INC.*	16-02140	08/04/16	OFF HIGHWAY DIESEL	Open	286.07	0.00		
03607 SEASHORE FOOD SUPPLY*	16-01566	06/08/16	BAYRUN SUPPLIES	Open	735.42	0.00		
03608 SEAWAVE CORPORATION*	16-01997	07/20/16	SPECIAL MTG NOTICE	Open	31.04	0.00		
03611 SERVICE TIRE TRUCK CENTERS*	16-01267	05/09/16	TIRES/RDS/SANT/RECY/DPW/JULY	Open	4,199.01	0.00		
03613 SEA ISLE ICE CO. INC.*	16-01943	07/12/16	REFILL ICE MACHINE/DPW/AUG	Open	190.00	0.00		
03810 MUNICIPAL UTIL AUTH USAGE COST	16-02189	08/10/16	SEWER DUE 9/4/16 POLICE	Open	160.00	0.00		
	16-02190	08/10/16	WATER BILL- DUE 9/4/16	Open	<u>2,084.75</u>	0.00		
					2,244.75			
03814 UNIVERSAL COMPUTING SERV., INC*	16-01961	07/13/16	mailers	Open	395.10	0.00		
03834 CAPE MAY COUNTY TREASURER/HAVE	16-02012	07/21/16	HAVEN HSE IN LIEU OF TAX 15/16	Open	1,511.85	0.00		
03844 GIACOMO TROMBETTA	16-02165	08/09/16	CONTRACT REIMB	Open	145.98	0.00		
03904 LOWE'S HOME CENTER INC*	16-01250	05/06/16	SUPPLIES /DPW/JUNE	Open	132.71	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03904	LOWE'S HOME CENTER INC*			Continued				
	16-02083	07/27/16	BLUE LIGHTS TOWNHALL	Open	<u>107.68</u>	0.00		
					240.39			
03971	VERIZON WIRELESS MDT POLICE							
	16-02142	08/04/16	VERIZON MDT'S	Open	691.17	0.00		
03985	VILLAS NAPA AUTO PARTS							
	16-01265	05/09/16	RDS/SANT/RECY/JULY	Open	3,736.80	0.00		
	16-01762	06/16/16	765-3172 DEC REMOVER	Open	<u>14.98</u>	0.00		
					3,751.78			
04075	BARBER CONSULTING SERVICES LLC							
	16-01009	04/12/16	RUN COMPUTER LINE	Open	527.49	0.00		
04097	CINTAS FIRST AID AND SAFETY*							
	16-02188	08/10/16	FIRST AID SUPPLY TOWNHALL/BOCA	Open	240.03	0.00		
04266	NJ DEPT OF HEALTH&SENIOR SVCS							
	16-02105	08/01/16	DOG LICENSE FEES JULY 2016	Open	234.60	0.00		
04300	W B MASON CO INC*							
	16-01523	06/07/16	CHAIRS	Open	1,086.00	0.00		
	16-01750	06/16/16	FILING CABINET	Open	<u>311.52</u>	0.00		
					1,397.52			
04445	TRICOMM SERVICES CORP*							
	16-01880	07/07/16	ADMIN MOVE TLEPEHONE	Open	637.50	0.00		
	16-01976	07/14/16	REPROGRAMMING IPOFFICE SYS	Open	<u>2,040.00</u>	0.00		
					2,677.50			
04504	MEDIA FIVE LTD*							
	16-01486	06/01/16	CONCERT SERIES @ DRBA	Open	3,500.00	0.00		
06021	MULTI-TEMP MECHANICAL INC*							
	16-02040	07/25/16	REC. DEPT. A/C ISSUES	Open	320.00	0.00		
4104	DOUGLASS LANDSCAPING LLC*							
	16-00721	03/14/16	RES# 16-71 LANDSCAPING SERVICE	Open	4,748.50	0.00		B
5032	NORTH WILDWOOD \$ CREST SHIRT*							
	16-01980	07/18/16	LIFEGUARD TANKS & STAFF SHIRTS	Open	50.00	0.00		
	16-02042	07/25/16	POOL UMBRELLAS	Open	<u>250.00</u>	0.00		
					300.00			
6061	AMERIHEALTH ADMINISTRATORS							
	16-02145	08/04/16	7/31/2016 HEALTH	Open	313.47	0.00		
	16-02166	08/09/16	8/8/16 HEALTH INS	Open	<u>169.30</u>	0.00		
					482.77			
6071	UNITED UNIFORMS LIMITED LIAB*							
	16-01945	07/12/16	UNIFORMS - FIRE SAFETY	Open	284.95	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
6088 CRAFT OIL CORPORATION*	16-01944	07/12/16	HYDRAULIC OIL	Open	1,450.34	0.00		
7044 A SHORE THING CLEANING*	16-01991	07/20/16	FULL SERVICE CLEANING	Open	175.00	0.00		
7119 ENGINEERING DESIGN ASSOC*	15-01760	07/06/15	2014-323 COASTAL RESIL GRANT	Open	5,391.25	0.00		B
	16-02177	08/10/16	PROFESSIONAL ENGINEERING	Open	95.00	0.00		
					<u>5,486.25</u>			
7120 ROBERT A VERRY*	16-01931	07/11/16	TRAINING-OPRA RECORDS 9/25/15	Open	150.00	0.00		
7142 LINDSAY BECHTLER	16-02127	08/04/16	ZUMBA INSTRUCTOR JULY 2016	Open	45.00	0.00		
7196 LAUREN HUGGINS SUIT*	16-02170	08/09/16	BALANCE DUE FROM HOUSE PRINT	Open	898.00	0.00		
7205 DREAMSCAPES POOLS LLC*	16-01730	06/14/16	HANDRAIL FOR POOL	Open	243.50	0.00		
7221 JB SPORTS TIMING LLC*	16-00184	01/13/16	BAY RUN TIMERS	Open	1,600.00	0.00		
7225 FARM-RITE, INC*	16-01778	06/20/16	VECHICLE MATERIAL/DPW	Open	152.14	0.00		
7440 RICKY BRANDS LLC*	16-01551	06/08/16	BAYRUN TSHIRTS	Open	2,116.00	0.00		
7478 WINDSTREAM COMMUNICATION INC*	16-02147	08/05/16	PHONE SERVICE- MILLMAN/PW/TOWN	Open	3,100.00	0.00		
7508 BLANEY & KARAVAN PC*	16-00061	01/07/16	2016-32 LABOR ATTORNEY \$25 DNE	Open	2,687.50	0.00		B
7532 HEATHER McNULTY*	16-02125	08/04/16	HIFITNESS ACADEMY JULY 2016	Open	615.00	0.00		
7549 THE SAFARILAND GROUP	16-00774	03/14/16	TRAINING 6/15-16 COOMBS/MICCIC	Open	470.00	0.00		
7613 PRIOR NAMI BUSINESS SYSTEMS*	16-01815	06/23/16	SHREDDER	Open	2,517.18	0.00		
7615 WILLIAMS SCOTSMAN INC*	16-01912	07/08/16	CONTAINER RENTALS FOR POLICE	Open	2,305.00	0.00		
7626 DANIELS REALTY	16-02100	07/29/16	REFUND-DUPLICATE REGISTRATION	Open	110.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7629 JEFFREY VAN MOURICK	16-02184	08/10/16	RES#16-227 RELEASE PERFORMANCE	Open	1,650.00	0.00		
BARGER GEORGE BARGER, JR	16-02160	08/09/16	CONTRACT REIMB V	Open	320.00	0.00		
BOSNA KAREN MANETTE BOSNA	16-02163	08/09/16	YOGA BEACH/AGUA JULY	Open	740.00	0.00		
G-YAP CENTER FOR COMMUNITY ARTS	16-01558	06/08/16	SUMMER ART PROGRAM - 2016	Open	3,500.00	0.00		B
REEB MICHAEL REEB	16-02126	08/04/16	DJ FOR BAY RUN	Open	200.00	0.00		

Total Purchase Orders:	118	Total P.O. Line Items:	0	Total List Amount:	207,907.71	Total Void Amount:	0.00
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	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						+
PERRY	+		+			
SIMONSEN		+	+			
CLARK			+			
BECK			+			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 15, 2016.


Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2016-232

Title: **BID ACCEPTANCE AND AWARD OF (1) ONE NEW GIANT VAC TM 6600JD 30 YARD VACUUM UNIT OR EQUIVALENT**

WHEREAS, the Notice to Bidders for (1) One 2016 Giant Vac 6600 -30 Yard Vacuum Unit or equivalent, was advertised on July 20, 2016 and accepted on August 2, 2016 at 11:00 a.m. prevailing time; and

WHEREAS, Two (2) sealed bids were submitted and reviewed by the QPA and Gary Douglass the Public Works Director; and

WHEREAS, the lowest qualified bidder complied with the specifications and supplied all required bid documents and the Assistant Treasurer has certified the availability of funds as evidenced by her signature below:


Colleen Crippen, Asst. Treasurer

Ord #16-04 C-04-55-418-220
Budget Account

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded:

AWARD TO: GRANTURK EQUIPMENT CO. INC.
TOTAL: \$44,572.00

BE IT FURTHER RESOLVED, upon approval of the resolution, the fully executed Purchase Order together with the official bid documents shall serve as the Contract for the award of the bid.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						X
PERRY	X		X			
SIMONSEN		X	X			
CLARK			X			
BECK			X			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 15, 2016.


Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2016-233

TITLE: AUTHORIZATION FOR REFUND OF TAXES

WHEREAS, the Township Tax Collector has certified an overpayment due to the reasons listed below;
and

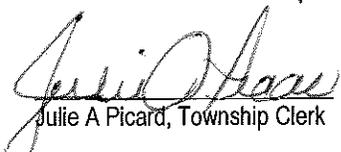
WHEREAS, a refund is due.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the CFO/Treasurer be and the same is authorized and directed to refund the overpayments according to the Tax Collector's certification on file with the CFO/Treasurer.

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
712	20 C-002	Michael Metchnik	Disabled Veteran	56.26

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						+
PERRY	+		+			
SIMONSEN		+	+			
CLARK			+			
BECK			+			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 15, 2016.


Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2016-234

TITLE: AUTHORIZATION FOR AARTS TRANSPORTATION, INC. TO TRANSFER TAXI LICENSE

WHEREAS, AARTS Transportation, Inc. applied for and received a taxi license for a 2000 Dodge Grand Caravan Vin #1B4GP44G0YB806796; and

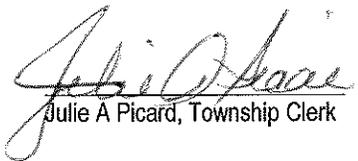
WHEREAS, AARTS Transportation, Inc. has replaced the above vehicle with a 2007 Dodge Grand Caravan Vin #2D4GP44L97R211657 and has requested the license be transferred to the new vehicle; and

WHEREAS, AARTS Transportation, Inc. has paid the required twenty five dollar (\$25) transfer fee and provided the required insurance certificate showing the new vehicle.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Lower that the license transfer is hereby approved.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						+
PERRY	+		+			
SIMONSEN		+	+			
CLARK			+			
BECK			+			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 15, 2016.


Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2016-235

TITLE: A RESOLUTION ADOPTING PERSONNEL POLICIES AND PROCEDURES FOR LOWER TOWNSHIP

WHEREAS, it is the policy of Township to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, (the New Jersey Civil Service Act,) (the New Jersey Attorney General's guidelines with respect to Police Department personnel matters,) the New Jersey Workers Compensation Act, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Open Public Meeting Act; and

WHEREAS, the Township Council has determined that there is a need for personnel policies and procedures to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations.

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the current Personnel Policy Manual is hereby replaced in its entirety with the new updated Personnel Policy Manual in the form attached hereto, which is hereby adopted. Each employee will receive a copy of the manual attached hereto and with the acknowledgment of receipt to be placed in their personnel file.

BE IT FURTHER RESOLVED that these personnel policies and procedures shall apply to all Township officials, appointees, employees, volunteers and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

BE IT FURTHER RESOLVED that this manual is intended to provide guidelines covering public service by Township employees and is not a contract. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Township Council.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						*
PERRY	*		+			
SIMONSEN		*	+			
CLARK			+			
BECK			+			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 15, 2016.


Julie A Picard, Township Clerk

**TOWNSHIP OF LOWER
EMPLOYEE HANDBOOK**

August, 2016

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General Personnel Policy

It is the policy of the Township to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations. The personnel policies and procedures of the Township shall apply to all employees, volunteers, (elected or) appointed officials and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract, or Federal or State law (including) (the Attorney General's guidelines with respect to Police Department personnel matters) (and) (the New Jersey Civil Service Act), the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

All employees, officers and Department Heads shall be appointed and promoted by the Township Manager. No person shall be employed or promoted unless there exists a position created by an ordinance adopted by the Township Council as well as the necessary budget appropriation and salary ordinance.

The Manager and all managerial/supervisory personnel are authorized and responsible for personnel policies and procedures. The Manager shall have access to the Labor Attorney appointed by the Township Council for guidance in personnel matters.

As a general principle, the Township has a "no tolerance" policy towards workplace wrongdoing. Township officials, employees and independent contractors are to report anything perceived to be improper. The Township believes strongly in an Open Door Policy and encourages employees to talk with their supervisor, Department Head or Township Manager concerning any problem

The Personnel Policies and Procedures Manual adopted by the Township Council is intended to provide guidelines covering public service by Township employees and is not a contract. This manual contains many, but not necessarily all of the rules, regulations, and conditions of employment for Township personnel. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Township.

Management Rights

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon by the Laws and Constitution of the State of New Jersey and of the United States, including:

- The executive, managerial and administrative control of the Township government and its properties and facilities and the activities of its employees;
- To hire all employees and subject to the provisions of law, to determine their qualifications and controls for continued employment or assignment and to promote and transfer employees;
- To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

Recognition of Unions

The Township recognizes the following unions as the exclusive bargaining representatives for the purpose of establishing salaries, wages, hours, benefits, and other conditions of employment within their membership:

- Lower Township Office Workers Association, AFSCME Local 3779
- Policemen's Benevolent Association (PBA), Local #59
- Lower Township Superior Officers Association
- Lower Township Supervisor's Union
- Teamsters Local Union #676
- Lower Township Recreation Aides Association, AFSCME Local 3779B

This recognition will not be interpreted as having the effect of or in any way voiding the rights of employees established under the Employer-Employee Relations Act (N.J.S.A. 34:13A-1 et seq.)

Anti-Discrimination Policy

The Township is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act as amended by the Equal Opportunity Act of 1972 and the New Jersey Law Against Discrimination (LAD) as amended by the New Jersey Pregnant Worker's Fairness Act (LAD). Under no circumstances will the Township discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), pregnancy (including pregnancy related medical condition), childbirth, liability for service in the United States armed forces, gender identity or expression and/or any other characteristic protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer their Department Head or the Township Manager.

Americans with Disabilities Act Policy/ New Jersey Pregnant Worker's Fairness Act

In compliance with the Americans with Disabilities Act, the ADA Amendments Act and the New Jersey Law Against Discrimination as amended by the New Jersey Pregnant Worker's Fairness Act (LAD), the Township does not discriminate based on disability, pregnancy, pregnancy related medical condition or childbirth. The Township will endeavor to make every work environment handicap assessable and all future construction and renovation of facilities will be in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines, as well as the ADA Amendments Act.

It is the policy of the Township to comply with all relevant and applicable provisions of the Americans with Disabilities Act, the ADA Amendments Act and the New Jersey Law Against Discrimination(LAD). We will not discriminate against any employee or job applicant with respect to any terms, conditions, or privileges of employment on the basis of a known or perceived disability, pregnancy, childbirth or pregnancy related medical condition. We will also make reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities or pregnant, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose undue hardship on the Township.

The Manager or his/her designee shall engage in an interactive dialogue with disabled/pregnant employees to identify reasonable accommodations. All decisions with regard to reasonable accommodation shall be made by the Manager. Employees who are assigned to a new position as a reasonable accommodation will receive the salary for their new position. The Americans with Disabilities Act does not require the Township to offer permanent "light duty", relocate essential job functions, or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc.

Employees should also offer assistance, to the extent possible, to any member of the public who requests or needs an accommodation when visiting Township facilities. Any questions concerning proper assistance should be directed to Manager.

Contagious or Life Threatening Illnesses Policy

The Township encourages employees with contagious diseases or life-threatening illnesses to continue their normal pursuits, including work, to the extent allowed by their condition. The Township shall make reasonable accommodations to known physical and mental limitations of all employees, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the Township.

The Township will take reasonable precautions to protect such information from inappropriate disclosure, including the following:

- Medical information may be disclosed with the prior written informed consent of the person who is the subject of the information.
- Information may be disclosed without the prior written consent to qualified individuals for the purpose of conducting management audits, financial audits, and program evaluations, but these individuals shall not identify, either directly or indirectly, the person who is the subject of the record in a report or evaluation, or otherwise disclose the person's identity in any manner. Information shall not be released to these individuals unless it is vital to the audit or evaluation.
- Information may be disclosed to the Department of Health as required by State or Federal law.

Managers and other employees have a responsibility to maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information shall be subject to disciplinary action.

Safety Policy

The Township will provide a safe and healthy work environment and shall comply with the Public Employees Occupational Safety and Health Act (PEOSHA). The Township is equally concerned about the safety of the public. Consistent with this policy, employees will receive periodic safety training and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules and using available safety devices including personal protective equipment. Failure to do so constitutes grounds for disciplinary action. Any occupational or public unsafe condition, practice, procedure or act must be immediately reported to the supervisor or Department Head. Any on-the-job accident or accident involving

Township facilities, equipment or motor vehicles must also be immediately reported to the supervisor or Department Head.

The Township has appointed a Safety Committee that meets on a regular basis to discuss and recommend solutions to safety problems. Employees are encouraged to discuss safety concerns with their Safety Committee Representative.

Transitional Duty Policy

The Township will consider and evaluate temporary light or modified duty assignments on a case-to-case basis, provided there is temporary or modified duty work available. The implementation of this policy is not to be used to create new positions but to provide a temporary assignment that will benefit both the employee and the department.

No transitional duty assignment shall be approved or ordered without the following:

- Endorsement for assignment by the employee's physician in cases on non-job related injury or illness or the endorsement of a physician designated by the Township and/or the Township insurance carrier in cases of job-related injury or illness.
- A statement from the physician with an estimated date that the employee may return to full duty. Such dates can be adjusted, based upon accelerated rehabilitation or recovery or a prolonged period due to aggravated circumstances.
- The understanding that this type of duty shall be determined on a case-to-case basis and long-term situations will not be allowed.

Transitional duty assignments may be in any department and not just the employee's normal department. Employees assigned to transitional duty shall receive the line supervision from the supervisor of the section to which the employee is assigned. The Department Head shall process the applications or directives for transitional duty and monitor the bulk of such assignments in terms of achieving the successful return of the employee to full duty under the general provisions of this order.

An employee may request transitional duty in writing or a Department Head may issue a directive to initiate the process. An employee's request should state the reasons for the request and should be submitted to the Department Head with the required documents. Each member of the chain of command shall recommend either approval or denial with appropriate explanation.

The employee or Workers Compensation Physician must keep the Township Manager informed of the medical progress. Employees assigned to transitional duty shall be re-evaluated every two weeks or at appropriate times as directed by the Department Head. A written report of the re-evaluation will be completed and a determination made based on the report as to the continuation of the employee's transitional duty status. If at the end of the transitional duty period the employee is not able to return to work without restrictions, the Township reserves the right at its sole discretion to extend the transitional duty or place the employee back on Workers Compensation or disability.

Employees on transitional duty will receive their regular salaries and are prohibited from engaging in any outside employment of any kind unless they receive prior written approval

from the Township Manager. The Township reserves the right to terminate the transitional duty assignment at any time without cause. Employees may not refuse transitional duty assignments that are recommended by the Workers Compensation Physician. In such cases, failure to report to work as directed shall constitute immediate grounds for dismissal. If the employee believes that the transitional duty assignment is beyond the employee's abilities, the employee may request a meeting with the Township Manager who will render a written response within 24 hours.

This policy does not affect an employee's rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life Threatening Illnesses Policy or other Federal or State law.

SPECIAL CONDITIONS REQUIRED OF THE PUBLIC SAFETY DEPARTMENT EMPLOYEES ASSIGNED TO TRANSITIONAL DUTY

Sworn officers assigned to transitional duty will report in civilian clothing unless otherwise directed by the Chief or his designee.

Sworn officers assigned to transitional duty shall retain their police officer status. However, since the intent of this order is to keep employees working but not expose them to situations that might aggravate their medical condition(s), employees and their supervisors are to use good judgment and confine direct intervention from situations that present an immediate and clear jeopardy to life or substantial property loss.

Transitional duty shall be confined mostly to non-line functions that would include, but not be limited to: complaint desk operation, evidence processing, communications, dispatching, records room work, ordinance enforcement, etc.... Assignments will be determined based upon the individual case and the injury/illness involved.

Drugs and Alcohol Policy

The Township recognizes that the possession or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. Any employee who is observed by a supervisor or Department Head to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or Department Head will immediately report any reasonable suspicions to the Manager.

An employee will be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug or controlled substance use, or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or Department Heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs on Township premises or during work hours by employees are strictly prohibited.

Employees must notify their supervisor immediately of conviction for a drug or alcohol related violation, whether or not the violation occurred in the workplace.

Employees who are required to maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

All law enforcement officers of the Township of Lower Police Department are eligible for random drug testing, regardless of rank or assignment. The Chief of Police shall conduct a random drug testing program in accordance with the guidelines established by the New Jersey Attorney General, procedures established by the Cape May County Prosecutor through the Cape May County Police Chief's Policy Manual, procedures established by the Chief of Police through General Order 92-05 and Resolution #2000-172.

Employees using prescription drugs that may affect job performance or safety must notify the Township Manager, who is required to maintain the confidentiality of any information regarding an employee's medical condition in accordance with the Health Insurance Portability and Protection Act. Township personnel who hold a Commercial Driver's License (CDL) are subject to the provisions of the Commercial Driver's Licenses Drug and Alcohol Testing Policy. (A program to assist employees who may have a drug/alcohol problem is provided through the Township's Employee Assistance Program.)

No prescription drug should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over-the-counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs that

are not prescribed in their name on Township property or while performing Township business. Soliciting or distributing prescription drugs for or to other employees is also strictly prohibited.

Workplace Violence Policy

The Township will not tolerate workplace violence. Violent acts or threats made by an employee against another person or property are cause for immediate dismissal and will be fully prosecuted. This includes any violence or threats made on Township property, at Township events or under other circumstances that may negatively affect the Township's ability to conduct business.

Prohibited conduct includes:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive, hostile, or bullying behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a weapon while on Township property or while on Township business except with the authority of the Police Chief; and
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

Any potentially dangerous situations must be immediately reported. The Township will actively intervene in any potentially hostile or violent situation.

General Anti-Harassment Policy

It is the Township's policy to prohibit harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee on the basis of actual or perceived sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), gender identity or expression, liability for service in the United States armed forces, and/or any other characteristic protected by law. Harassment of non-employees by our employees is also prohibited. While it is not easy to define precisely what harassment is, it includes slurs, epithets, threats, derogatory comments, unwelcome jokes, teasing, caricatures or representations of persons using electronically or physically altered photos, drawings, or images, and other similar verbal written, printed or physical conduct.

If an employee is witness to or believes to have experienced harassment, immediate notification of the supervisor or other appropriate person should take place. See the Employee Complaint Policy.

Harassment of any employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to the supervisor. Appropriate action will be taken against any non-employee.

Notification of appropriate personnel of any harassment problem is essential to the success of this policy and the Township generally. The Township cannot resolve a harassment problem unless it knows about it. Therefore, it is the responsibility of all employees to bring those kinds of problems to attention of the appropriate officials so that steps are taken to correct them.

Violation of this harassment policy will subject employees to disciplinary action, up to and including immediate discharge.

Anti-Sexual Harassment Policy

It is the Township's policy to prohibit sexual harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee. The Township prohibits sexual harassment from occurring in the workplace or at any other location at which Township sponsored activity takes place. Sexual harassment of non-employees by our employees is also prohibited. The purpose of this policy is not to regulate personal morality or to encroach upon one's personal life, but to demonstrate a strong commitment to maintaining a workplace free of sexual harassment.

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Regarding unwelcome sexual advances toward non-employees, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

- Submission to such conduct is made either explicitly or implicitly in exchange for a benefit;
- Submission to or rejection of such conduct by an individual is used as the basis for a decision affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's activities or creating an intimidating, hostile or offensive environment.

Sexual harassment may include unwanted sexual advances; offering employment benefits in exchange for sexual favors; visual conduct (leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters); verbal sexual advances, propositions or requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, caricatures or representations of persons using electronically or physically altered photos, drawings, or images; notes or invitations; and/or, physical conduct (touching, assault, impeding or blocking movements).

If an employee is witness to or believes that the employee has experienced sexual harassment, they must immediately notify their supervisor or other appropriate person. See the Employee Complaint Policy.

Harassment of Township employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to their supervisor. Appropriate action will be taken against any non-employee.

Notification by employee to appropriate personnel of any harassment problem is essential to the success of this policy and the Township generally. The Township cannot resolve a harassment problem unless it is reported. Therefore, it is the responsibility of all employees to bring those kinds of problems to the attention of management so that steps are necessary to correct them.

Violation of this sexual harassment policy will subject employees to disciplinary action, up to and including immediate discharge.

“Whistle Blower” Policy

Employees have the right under the “Conscientious Employee Protection Act (CEPA)” to complain about any activity, policy or practice that the employees reasonably believe is in violation of a law, rule, or regulation promulgated pursuant to law without fear of retaliation or reprisal. This right shall be communicated to all employees in an annual letter outlining the specific employee complaint procedure and in a posted notice. A written acknowledgement that the employee received, read, and understood this letter will be included in the employee’s official personnel file. The annual notice shall be in English and Spanish and must contain the name of the person who is designated to receive written notification of policies or practices that might violate CEPA. This right will also be communicated in the Employee Handbook. All complaints will be taken seriously and promptly investigated.

The Township shall not take any retaliatory action or tolerate any reprisal against an employee for any of the following:

- Disclosing or threatening to disclose to a supervisor, Department Head, the Manager, other official or to a public body, as defined in the Conscientious Employee Protection Act (N.J.S.A. 34:19-1 et seq.) an activity, policy or practice that the employee reasonably believes is in violation of a law, a rule or regulation promulgated pursuant to law;
- Providing information to, or testifying before any public body conducting an investigation, hearing, an inquiry into any violation of law, or a rule or regulation promulgated pursuant to law; or
- Objecting to, or refusing to participate in any activity, policy, or practice that the employee reasonably believes is a violation of a law, rule or regulation promulgated pursuant to law; is fraudulent or criminal; or is incompatible with a clear public policy mandate concerning the public health, safety, or welfare.

In accordance with the statute, the employee must bring the violation to the attention of the Manager. However, disclosure is not required where (1) the employee is reasonably certain that the violation is known to one or more officials; (2) where the employee reasonably fears physical harm; or (3) the situation is emergency in nature. Employees are encouraged to complain in writing using the Employee Complaint form. See Employee Complaint Policy. Under the law, the employee must give the Township a reasonable opportunity to correct the activity, policy or practice. The administration of whistle blower complaints is not subject to the limitations in the Grievance Policy.

Employee Complaint Policy

Employees who observe actions they believe to constitute sexual harassment, or any other workplace wrong-doing, should immediately report the matter to their supervisor, or, if they prefer, or do not think that the matter can be discussed with their supervisor, they should contact the Department Head or the Manager. Reporting of such incidents is encouraged both when an employee feels that he or she is subject to such incidents, or observes such incidents in reference to other employees. Employees should report incidents in writing using the Employee Complaint form, but may make a verbal complaint at their discretion. If the employee has any questions about what constitutes harassment, sexual harassment, or any other workplace wrongdoing, they may ask their supervisor or one of the individuals listed above. All reports of harassment, sexual harassment, or other wrongdoing will be promptly investigated by a person who is not involved in the alleged harassment or wrongdoing.

No employee will be penalized in any way for reporting a complaint. There will be no discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action up to and including discharge will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly. Actions taken internally to investigate and resolve harassment complaints will be conducted confidentially to the extent practicable and appropriate in order to protect the privacy of persons involved. Any investigation may include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have other relevant knowledge. The complaining employee will be notified of a decision at the conclusion of the investigation within a reasonable time from the date of the report an incident.

Grievance Policy

A grievance is any formal dispute concerning the interpretation, application and enforcement of any personnel policy or procedure of the Township. Grievances from union employees will be handled **pursuant to the terms of the applicable bargaining unit agreement**. All grievances from **non-union employees** must be presented within five working dates after arising and failure to report a grievance within such time shall be deemed as a waiver of the grievance. In the event of a settlement or ruling that results in a determination of monetary liability, such liability shall not exceed more than thirty working days prior to the date the grievance was first presented in writing.

- **Step One:** Any employee or group of employees with a grievance shall verbally communicate the grievance to the supervisor or Department Head who will discuss the matter with the Manager. The supervisor or Department Head will communicate the decision to the employee within two working days.
- **Step Two:** If the employee is not satisfied with the decision, the employee must submit a written grievance to the Manager detailing the facts and the relief requested. The decision in step one will be deemed final if the employee fails to submit a written grievance within five days working days of the step one decision. After consulting the Township Solicitor and/or Township Labor Attorney, as appropriate, the Manager will render a written decision to the employee within five working days after receipt of the written grievance.

These limitations do not apply to employee complaints made under the General Anti-Harassment Policy, the Anti-Sexual Harassment Policy or the Whistle Blower Policy.

Access to Personnel Files Policy

The official personnel file for each employee shall be maintained by the Township Manager. Personnel files are confidential records that must be secured in a locked cabinet and will only be available to authorized managerial and supervisory personnel on a need-to-know basis. Records relating to any medical condition will be maintained in a separate file. Electronic personnel and medical records must be protected from unauthorized access.

Upon request, employees may inspect their own personnel files at a mutually agreeable time on the Township's premises in the presence of the Township Manager or a designated supervisor. The employee will be entitled to see any records used to determine his or her qualification for employment, promotion or wage increases and any records used for disciplinary purposes. Employees may not remove any papers from the file. Employees will be allowed to have a copy of any document they have signed relating to their obtaining employment. Employees may add to the file their versions of any disputed item.

Personnel files do not contain confidential employee medical information. Any such information that the Township may obtain will be maintained in separate files and treated at all times as confidential information. Any such medical information may be disclosed under very limited circumstances in accordance with any applicable legal requirements.

The Township endeavors to maintain the privacy of personnel records. There are limited circumstances in which the Township will release information contained in personnel or medical records to persons outside the Township. These circumstances include:

- In response to a valid subpoena, court order or order of an authorized administrative agency;
- To an authorized governmental agency as part of an investigation of the Township's compliance with applicable law;
- To the Township's agents and attorneys, when necessary;
- In a lawsuit, administrative proceeding, grievance or arbitration in which the employee and the Township are parties;
- In a workers' compensation proceeding;
- To administer benefit plans;
- To an authorized health care provider;
- To first aid or safety personnel, when necessary; and
- To a potential future employer or other person requesting a verification of your employment as described in the following section titled, "Requests for Employment Verification and Reference Procedure."

Conflict of Interest Policy

Employees including Township officials must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of the Township. Violations of this policy will result in appropriate discipline including termination.

The Township recognizes the right of employees to engage in outside activities that are private nature and unrelated to Township business. However, business dealings that appear to create a conflict between the employee and the Township's interests are unlawful under the New Jersey Local Government Ethics Act. Under the Act, certain employees and officials are required to annually file with the Township Clerk a state mandated disclosure form. The Township Clerk will notify employees and Township officials subject to the filing requirements of the Act.

A potential or actual conflict of interest occurs whenever an employee including a Township official is in a position to influence a Township decision that may result in a personal gain for the employee or an immediate relative including a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are required to disclose possible conflicts so that the Township may assess and prevent potential conflicts. If there are any questions whether an action or proposed course of conduct would create a conflict of interest, immediately contact the Manager or the Township Solicitor to obtain clarification.

Employees are allowed to hold outside employment as long as it does not interfere with their Township responsibilities. Employees are prohibited from engaging in outside employment activities while on the job or using Township time, supplies or equipment in the outside employment activities. The Manager may request employees to restrict outside employment if the quality of Township work diminishes. Any employees who holds an interest in, or is employed by, any business doing business with the Township must submit a written notice of these outside interests to the Manager.

Employees may not accept donations, gratuities, contributions or gifts that could be interpreted to affect their Township duties. Under no circumstances accept donations, gratuities, contributions or gifts from a vendor doing business with or seeking to do business with the Township or any person or firm seeking to influence Township decisions. Meals and other entertainment valued in excess of \$5.00 are also prohibited. Employees are required to report to the Manager any offer of a donation, gratuity, contribution or gift including meals and entertainment that is in violation of this policy.

Political Activity Policy

Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. Employees are prohibited from engaging in political activities while performing their public duties and from using Township time, supplies or equipment in any political activity. Any violation of this policy must be reported to the supervisor, Department Head, Manager or the Township Solicitor.

Employee Evaluation Policy

The Department Head will complete a written evaluation and appraisal form for every employee to measure progress and to encourage self-improvement at least once a year. The evaluation will also record additional duties performed, educational courses completed as well as a plan to correct any weak points using the Employee Counseling form. After completing the evaluation, the supervisor or Department Head will review the results with the employee and return the form(s) with the signed acknowledgement to the Manager. After review by the Manager, the form(s) are to be forwarded to the Manager's Office for inclusion in the employee's official personnel file. As a part of the evaluation, employees have the right to request a conference with the Manager.

Employee Discipline Policy

An employee may be subject to discipline for any of the following reasons:

- Falsification of public records, including attendance and other personnel records.
- Failure to report absence.
- Harassment of co-workers and/or volunteers and/or visitors.
- Theft or attempted theft of property belonging to the Township, fellow employees, volunteers or visitors.
- Failure to report to work day or days prior to or following a vacation, holiday and/or leave, and/or any other unauthorized day of absence.
- Fighting on Township property at any time.
- Being under the influence of intoxicants (e.g., liquor) or illegal drugs (e.g., cocaine or marijuana) on Township property and at any time during work hours.
- Possession, sale, transfer or use of intoxicants or illegal drugs on Township property and at any time during work hours.
- Insubordination.
- Entering the building without the managers knowledge during non-scheduled work hours.
- Soliciting on Township premises during work time. This includes but is not limited to distribution of literature or products or soliciting membership in fraternal, religious, social or political organizations, and/or sales of products, such as those from Avon, Amway, , etc.
- Careless waste of materials or abuse of tools, equipment or supplies.
- Deliberate destruction or damage to Township or suppliers' property.
- Sleeping on the job.
- Carrying weapons of any kind on Township premises and/or during work hours, unless carrying a weapon is a function of your job duties.
- Violation of established safety and fire regulations.

- Unscheduled absence, and chronic or excessive absence.
- Chronic tardiness.
- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours.
- Defacing walls, bulletin boards or any other Township or supplier property.
- Failure to perform duties, inefficiency or substandard performance.
- Unauthorized disclosure of confidential Township information.
- Gambling on Township premises.
- Horseplay, disorderly conduct and use of abusive and/or obscene language on Township premises.
- Deliberate delay or restriction of your work effort, and/or incitement of others to delay or restrict their work effort.
- Conviction of a crime or disorderly persons offense..
- Violating any Township rules or policies.
- Conduct unbecoming a public employee.
- Violation of Township policies, procedures and regulations.
- Violation of Federal, State or Municipal laws, rules, or regulations concerning drug and alcohol use and possession.
- Misuse of public property, including motor vehicles.
- Unauthorized use of computers, Internet, and email.
- Other sufficient cause.

Major disciplinary action includes termination, disciplinary demotion or suspension or fine exceeding five working days. Minor discipline includes a formal, written reprimand or a suspension or fine of five working days or less. Employees who object to the terms or conditions of the discipline are entitled to a hearing under the applicable grievance procedure (and Civil Service procedure). In every case involving employee discipline, employees will be provided with an opportunity to respond to charges either verbally or in writing.

In cases of employee misconduct, the Township believes in corrective action for the purpose of correcting undesirable behavior and preventing a recurrence of that behavior. The corrective action taken will be related to the gravity of the situation, the number and kind of previous infractions and other circumstances. In every case, employees will be given an opportunity to state the situation from their point of view.

In order to correct undesirable behavior, supervisors and managers may utilize the following corrective tools: verbal reprimand; Manager review; written reprimand; suspension; fines, and, dismissal. At the discretion of Township, action may begin at any step, and/or certain steps may be repeated or by-passed, depending on the severity and nature of the infraction and the employee's work/disciplinary record.

Resignation Policy

An employee who intends to resign must notify the Department Head in writing at least two weeks in advance. After giving notice of resignation, employees are expected to assist their supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. During the last two weeks, the employee may not use paid time off except paid holidays. The payroll department will prepare an Employee Action form showing any pay or other money owed the employee. The Manager or his/her designee will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an open discussion with the employee. On the last day of work, and prior to receiving the final paycheck, the employee must return the Employee Identification Card, all keys and equipment. At this time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

Work Force Reduction Policy

Pursuant to N.J.A.C. 4A: 8-1.1 the Township may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. (Seniority, lateral or other re-employment rights for employees in Career Service titles will be determined by the New Jersey Department of Personnel.)

The Township may implement pre-layoff actions in order to lessen the possibility, extent or impact of layoffs. These pre-layoff actions may include but are not limited:

- A. Instituting temporary hiring or promotion freeze;
- B. Separating temporary, provisional, and unclassified employees;
- C. Returning provisionals to permanent titles in affected department;
- D. Reassigning employee;
- E. Assisting employees with transfers or other jobs.

The Township will post a general notice of a layoff in all affected departments and distribute individual notices of a layoff to affected employees at least forty-five days prior to the effective date of a layoff.

The New Jersey Department of Personnel will advise employees of appeal rights, layoff rights and identify employment opportunities available to the employee based on permanent title and seniority. Layoff rights may include lateral, demotional, and special re-employment rights.

The Township will consult with all affected unions prior to offering any alternatives to employees or initiating any pre-layoff actions.

Driver's License Policy

Any employee whose work requires the operation of Township vehicles must hold a valid New Jersey State Driver's License.

All new employees who will be assigned work entailing the operating of a Township vehicle will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment.

Annual checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks shall be made by Department Heads or Division Supervisors. Any employee who does not hold a valid driver's license will not be allowed to operate a Township vehicle until such time as a valid license is obtained.

Any employee performing work which requires the operation of a Township vehicle must notify the immediate supervisor in those cases where a license is expired, suspended or revoked and/or who is unable to obtain an occupational permit from the State Department of Licensing. An employee that fails to report such an instance, is subject to disciplinary action, including demotion or termination. An employee who fails to immediately report such revocation or suspension to their supervisor and continues to operate a Township vehicle shall be subject to possible termination.

Any information obtained by the Township in accordance with this section shall be used by the Township only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. S 2721 et seq.)

Job Description Policy

A job description including qualifications shall be maintained for each position pursuant to New Jersey Department of Personnel guidelines. Job titles are based on job qualifications, level of responsibility, difficulty, working conditions, skill, hazard, and amount of supervision required for the specific job title. Job specifications are used to describe examples of work for a particular title that are for illustrative purposes only and include a descriptive summary of duties and responsibilities of the position.

Job specifications are distributed to new employees or whenever there is a change in title. Since the job specifications do not describe all duties performed, assignments of specific duties are the responsibility of the supervisor. Copies of job specifications are available upon request

Attendance Policy

All employees are expected to be at work and ready to assume their duties at the beginning of the scheduled workday. Lateness and absence will be tolerated only in emergencies or when the supervisor gives prior approval. All absences must be reported to the supervisor prior to the start of the normal workday. The normal working hours for administrative departments are 8:30 AM to 4:30 PM. The working hours for other departments are established by departmental procedures and bargaining unit agreements.

Dress Code Policy

It is the policy of the Township that an employee's dress, grooming and personal hygiene shall be appropriate to the work situation. Radical departures from conventional dress, grooming and personal hygiene are not permitted.

(1) Office Appearance – Office workers must comply with the following personal appearance standards:

Employees are expected to dress in a manner that is normally acceptable in an informal business environment. Employee appearance shall be neat and professional.

Employees shall not wear suggestive attire, jeans, shorts, athletic clothing, novelty T-shirts and similar items of casual attire.

Professional skirts and “skorts” are permitted and shall be knee length (no cutoffs).

Hair shall be clean, combed and neatly trimmed or arranged.

Sideburns, moustaches and beards shall be neatly trimmed.

- Khaki pants and golf shirts are acceptable. Periodically, and on a voluntary basis, orders are taken for golf shirts embroidered with “Township of Lower.” These come in various colors and are paid for by the employee.
- At its discretion, the Township may allow “casual day” when jeans and knee-length walking shorts are permitted. Currently, “casual day” is Friday unless the Township offices are closed for a holiday, then it is Thursday. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, athletic wear, or similarly inappropriate clothing.

(2) Field Appearance – Certain non-uniformed employees may be required to perform field work (such as inspections, housekeeping, archiving, etc...) and shall follow basic requirements of safety and comfort, but shall still be as neat and professional as working conditions permit.

(3) Uniform Appearance – Certain employees are required by contract to wear uniforms and are expected to dress appropriately for the job, according to the standards established by their contracts and policies initiated within their departments. Altering a required uniform is not permitted. Standards shall be governed by requirements of safety, comfort and any designated uniform.

All the appearance requirements noted in this policy are minimum requirements. Department heads may establish more formal restrictions at their discretion if safety or professional situations require it.

If an employee reports for work improperly dressed or groomed, the supervisor shall instruct the employee to return home to change clothes or take other appropriate corrective action. The employee will not be compensated during such time away from work and repeated violation of this policy will be cause for disciplinary action.

No Smoking Policy

The New Jersey Legislature has declared that in all governmental buildings the rights of non-smokers to breathe clean air supersedes the rights of smokers. In accordance with State law, the Township has adopted a smoke-free policy for all buildings. Township facilities shall be smoke-free and no employee or visitor will be permitted to smoke anywhere in Township buildings. Employees are permitted to smoke only outside Township buildings and such locations as not to allow the re-entry of smoke into building entrances. Smoking inside vehicles owned by the Township and near equipment that may be sensitive to smoke is also prohibited. This policy shall be strictly enforced and any employee found in violation will be subject to disciplinary action.

Use of Township Vehicles Policy

Township Vehicles shall be used only on Official Business and all passengers must be on Township business. Personal use of Township vehicles is strictly prohibited.

The Township Manager may assign vehicles to employees to facilitate responses during after-hours for storms or other Township emergencies. Assignment of vehicles to employees is at the sole discretion of the Township and a unilateral right that can be withdrawn at any time. Employees assigned a vehicle will maintain a log detailing all responses after normal business hours. The log will include the date, time and a brief description of the incident. Any violations will result in the loss of privileges to use a vehicle.

For employees who use a non-tax exempt Township vehicle to commute to work, the Township will compute a daily value for the commuting. This will be calculated according to IRS publication 15-B and the amount will be included in the employee's W-2 form at the end of the calendar year (Resolution #2011-237).

All Township Vehicles are to be kept clean and free of trash at all times.

Telephone/Fax and Mail Usage Policy

Personal use of the telephone is not expected during work hours and all efforts should be made to handle personal business during non-working hours. This does not include emergency situations. Long distance calls are prohibited. The Township's fax machines are to be used for Township business only.

Any employee who violates this policy shall be subject to discipline and will be required to reimburse the Township.

The Township's mail system is to be used for official mail of the Township, not for personal use. Employees who use the Township's postage meter for personal mail will be subject to discipline in accordance with the Township's discipline policy.

Communication Media Policy

The Township's Communication Media are the property of the Township and, as such, are to be used for legitimate business purposes only. For purposes of this Communication Media Policy, "Communication Media" includes all electronic media forms provided by the Township such as cell phones, smart phones, computers, electronic tablets, access to the internet, voicemail, email, and fax.

All data stored on and/or transmitted through Communication Media is the property of the Township. For purposes of this policy, "Data" includes "electronically-stored files, programs, tables, data bases, audio and video objects, spreadsheets, reports and printed or microfiche materials which serve a Township business purpose, regardless of who creates, processes or maintains the data, or whether the data is processed manually or through any of the Township's mainframe, midrange or workstations; servers, routers, gateways, bridges, hubs, switches and other hardware components of the Township's local or wide-area networks."

The Township respects the individual privacy of its employees. However, employee communications transmitted by the Township Communication Media are not private to the individual. **All Communication Media and all communications and stored information transmitted, received, or contained in or through such media may be monitored by the Township. The Township reserves the absolute right to access, review, audit and disclose all matters entered into, sent over, placed in storage in the Township's Communication Media.** By using the Township's equipment and/or Communication Media, employees consent to have such use monitored at any time, with or without notice, by Township personnel. The existence of passwords does not restrict or eliminate the Township's ability or right to access electronic communications. However, the Township cannot require the employee to provide its password to his/her personal account.

All email, voicemail and Internet messages (including any technology-based messaging) are official documents subject to the provisions of the Open Public Records Act (NJSA 47:1A-1). Employees of the Township are required to use the assigned municipal email account for ALL Township business and correspondence.

Employees can only use the Township's Communication Media for legitimate business purposes. Employees may not use Township's Communication Media in any way that is defamatory, obscene, or harassing or in violation of any Township rules or policy. Examples of forbidden transmissions or downloads include sexually-explicit messages; unwelcome propositions; ethnic or racial slurs; or any other message that can be construed to be harassment or disparaging to others based on their actual or perceived age, race, religion, sex, sexual orientation, gender identity or expression, genetic information, disability, national origin, ethnicity, citizenship, marital status or any other legally recognized protected basis under federal, state or local laws, regulations or ordinances.

All employees, who have been granted access to electronically-stored data, must use a logon ID assigned by the Township. Certain data, or applications that process data, may require additional

security measures as determined by the Township. Employees must not share their passwords; and each employee is responsible for all activity that occurs in connection with their passwords.

All employees may access only data for which the Township has given permission. All employees must take appropriate actions to ensure that Township data is protected from unauthorized access, use or distribution consistent with these policies. Employees may not access or retrieve any information technology resource and store information other than where authorized.

Employees must not disable anti-virus and other implemented security software for any reason, in order to minimize the risk of introducing computer viruses into the Township's computing environment.

Employees may not install *or Modify* ANY hardware device, software application, program code, either active or passive, or a portion thereof, without the express written permission from the Township. Employees may not upload, download, or otherwise transmit commercial software or any copyrighted materials belonging to parties outside of the Township, or licensed to the Township. Employees shall observe the copyright and licensing restrictions of all software applications and shall not copy software from internal or external sources unless legally authorized.

The Township encourages employees to share information with co-workers and with those outside the Township for the purpose of gathering information, generating new ideas and learning from the work of others to the extent such sharing is permitted by the Township. Social media provide inexpensive, informal and timely ways to participate in an exchange of ideas and information. However, Social Media and its uses in government and daily life are expanding each year however, information posted on a website is available to the public; therefore, employees must adhere to the following guidelines for their participation in social media. Employees may engage in social media activity during work time through the use of the Township's Communication Media, provided that it is directly related to their work and it is in compliance with this policy.

Employees must not reveal or publicize confidential Township information. Confidential proprietary or sensitive information may be disseminated only to individuals with a need and a right to know, and where there is sufficient assurance that appropriate security of such information will be maintained. Such information includes, but is not limited to the transmittal of personnel information such as medical records or related information. In law enforcement operations, confidential, proprietary or sensitive information also includes criminal history information, confidential informant identification, and intelligence and tactical operations files.

No Township employee shall post internal working documents to social media sites. This includes, but is not limited to, screenshots of computer stations, pictures of monitors and/or actual documents themselves without the prior approval of the Manager. In addition employees are prohibited from releasing or disclosing any photographs, pictures, digital images of any crime scenes, traffic crashes, arrestees, detainees, people or job related incident or occurrence

taken with the Township's Communication Media to any person, entity, business or media or Internet outlet whether on or off duty without the express written permission of the Manager. Except in "emergency situations, "Employees are prohibited from taking digital images or photographs with media equipment not owned by the Township. For purposes of this section, an "emergency situation" involves a sudden and unforeseen combination of circumstances or the resulting state that calls for immediate action, assistance or relief, and may include accidents, crimes and flights from accidents or crimes and the employee does not have access to the Township's Communication Media. If such situation occurs, employee agrees that any images belong to the Township and agree to release the image to the Township and ensure its permanent deletion from media device upon direction from the Township.

No media advertisement, electronic bulletin board posting, or any other posting communication accessible via the Internet about the Township or on behalf of the Township, whether through the use of the Township's Communication Media or otherwise, may be issued unless it has first been approved by the Manager. Under no circumstances may information of a confidential, sensitive or otherwise proprietary nature be placed or posted on the Internet or otherwise disclosed to anyone outside the Township. Such unauthorized communications may result in disciplinary action.

Because (authorized) postings placed on the Internet through use of the Township's Communication Media will display on the Township's return address, any information posted on the Internet must reflect and adhere to all of the Township's standards and policies.

All users are personally accountable for messages that they originate or forward using the Township's Communication Media. Misrepresenting, obscuring, suppressing, or replacing a user's identity on any Communication Media is prohibited. "Spoofing" (constructing electronic communications so that it appears to be from someone else) without a legitimate authorized purpose and authorized by the Manager is prohibited.

Employees must respect the laws regarding copyrights, trademarks, rights of public and other third-party rights. Any use of the Township's name, logos, service marks or trademarks outside the course of the employee's employment, without the express consent of the Township is strictly prohibited. To minimize the risk of a copyright violation, employees should provide references to the source(s) of information used and cite copyrighted works identified in online communications.

If employees choose to identify themselves as a Township employee on their personal social media accounts and even those that do not should be aware that he or she may be viewed as acting on behalf of the Township, as such no employee shall knowingly represent themselves as a spokesperson of the Township, post any comment, text, photo, audio, video or other multimedia file that negatively reflects upon the Township, expresses views that are detrimental to the Township's mission or undermine the public trust or is insulting or offensive to other individuals or to the public in regard to religion, sex, race or national origin. Township

employees are encouraged to exercise extreme caution posting photographs of themselves in uniform or in situations where they can be readily identified as Township employees.

Nothing in these policies is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment. Township employees have the right to engage in or refrain from such activities.

Video Surveillance

The Township may install video surveillance camera systems within public buildings and throughout public areas within the Township, primarily as visual deterrents of criminal behavior and for the protection of employees and municipal assets. In implementing these video camera systems, the Township will ensure compliance with federal, state and local laws governing such usage.

The Township's video surveillance camera systems are a significant tool to which the employees of the Township will avail themselves in order to complete the goals and objectives of the Township. Employees are only permitted to use the video surveillance camera systems for a legitimate purpose and with proper authorization. The Manager's designee will be responsible for authorization of users. The improper use of these systems can result in discipline up to and including termination.

No employee is permitted to view, continually watch, search, copy or otherwise use one of the Township's video surveillance camera systems or tamper with access, archive, alter, add to, or make copies of any data that has been recorded and stored within any of these systems without (1) a specific legitimate purpose and (2) permission from the Township Manager.

The Manager shall designate a person to be responsible for the maintenance and administration of the video surveillance camera system. Such designee will be responsible for maintaining a user access log detailing the date and name of individuals who view/access a stored recording.

Any employee who becomes aware of any unauthorized disclosure of a video record in a contravention of this policy and/or a potential privacy breach has the responsibility to ensure that the Township Manager is immediately informed of such breach.

Bulletin Board Policy

The bulletin boards located in the Township administrative building and other facilities are intended for official notices regarding policies, procedures, meetings and special events. Only personnel authorized by the Manager may post, remove, or alter any notice.

Employee Dating Policy

The Township recognizes the right of employees to engage in social relationships with each other, including relationships of a romantic or intimate nature. However, the municipality also recognizes that such relationships can be a problem in the workplace. They may result in favoritism, discrimination, unfair treatment, friction among coworkers, or the perception that they generate such problems.

To try to achieve a balance between employee rights and workplace needs, the Township has adopted the following policy on the subject of supervisor/subordinate dating.

If such a relationship exists or develops, both parties involved shall report the fact to their immediate supervisor or Township Manager.

For the purposes of this policy, a supervisor/subordinate status means a situation where one employee, irrespective of job title [or civil-service classification], makes or has the authority to make decisions or to take action concerning another employee's compensation, promotion, demotion, discipline, daily tasks, or any other terms, conditions or privileges of employment with the municipality.

If the employees involved in the relationship are also in a supervisor/subordinate status, management may take any action which it deems appropriate, up to and including transferring one of the parties so that there is no longer a supervisor/subordinate relationship between them.

In Addition, management reserves the right to address any workplace issues that may result from that relationship in the manner it deems appropriate.

Any employee who violates this policy will be subject to disciplinary action, up to and including discharge. The municipality regards a violation of this policy as particularly serious because such workplace relationships can cause favoritism, discrimination, unfair treatment for other interference with municipal operations.

Nothing in this policy alters an employee's at will status.

Paid Holiday Policy

Pursuant to the terms of the applicable bargaining unit agreement Employees are entitled to the following paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving (except Sanitation personnel who receive one extra day)
- Christmas Day

A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday. Holiday practices for certain departments and the method of compensation for working on holidays is detailed in the appropriate collective bargaining agreement.

Vacation and Personal Leave Policy

Employees will be entitled to vacation leave according to the terms of collective bargaining agreements. New employees will only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, employees will receive one working day for each month of service. Thereafter, vacation leave will be credited at the beginning of each calendar year in anticipation of continued employment, based on their years of continuous service.

Permanent part time employees will be entitled to a proportionate amount of paid vacation leave.

Vacation leave not used in a calendar year will be used during the next succeeding year only and will be scheduled to avoid loss of leave.

Vacation leave will not accrue during a leave of absence without pay or suspension. An employee who leaves the Township will be paid for unused earned vacation leave. Vacation leave credits will not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave. Employees are liable for vacation leave days taken in excess of their entitlements and will reimburse the Township for days taken in excess of their prorated and accumulated entitlements.

Requests for vacation and personal leave are to be submitted to an employee's immediate supervisor on an approved Request for Leave form.

Vacation and personal leave requests are scheduled with the approval of the employee's supervisor. The Township reserves the right to refuse vacation requests if administrative pressures so require.

Sick Leave Policy

Employees will be entitled to sick leave according to the terms of the collective bargaining agreements. New employees will receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, employees will be credited with one working day for each month of service. Thereafter, sick leave will be credited at the beginning of each calendar year in anticipation of continued employment.

Permanent part time employees will be entitled to a proportionate amount of paid sick leave.

Employees who are unable to work may use sick leave because of:

- Personal illness or injury
- Exposure to contagious disease
- Care, for a reasonable period, of a seriously ill member of the employee's immediate family
- Death in the employee's immediate family, for a reasonable period

Unused sick leave will accumulate from year to year without limits. Employees are liable for sick leave days taken in excess of their entitlements.

Paid sick leave will not accrue during a leave of absence without pay or suspension. Sick leave credits will not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

Employees are required to submit proof of illness after use of 3 consecutive sick days. The Township may require proof of illness or injury when there is a reason to believe that an employee is abusing sick leave or has been absent on sick leave for an aggregate of more than fifteen days in a 12-month period. Abuse of sick leave will be cause for disciplinary action.

Employees are required to report all absences to the Police Department Communication Center at 886-2711, prior to the start of the workday. The communications operators will complete a sick report that they will fax to departments fifteen minutes prior to their respective start time.

When/If the Township goes to County Dispatch, the Township will provide a number for employees to call to report all absences prior to the start of the workday. In addition, all employees are required to notify their Department Head of their intended absence.

Jury Duty Policy

An employee required to render jury service shall be entitled to be absent from work during that service.

Leave of Absence Policy

Employees may be granted a personal leave of absence for up to six months at the sole discretion of the Township Manager if the leave does not cause undue operational disruption. The leave must include the use of any accrued vacation and sick leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay or longevity credit. In exceptional circumstances, the Township Manager may extend a leave of absence for an additional six months, if such extension is considered in the best interests of the Township.

Employees on a leave of absence must continue the bi-monthly contribution towards their health insurance. If the payment is not received within ten (10) days of the due date, the benefit will be cancelled.

Personal leaves are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Employees on personal leave of absence for more than two weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for that month. A personal leave is granted with the understanding that the employee intends to return to work for the Township. If the employee fails to return within five business days after the expiration of the leave, the employee shall be considered to have resigned.

Family and Medical Leave Act Policy

Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical Leave Act ("FMLA"). Employees may also be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act ("FLA"). In order to be eligible for such leave, employees must have: one (1) year of service with the Township; and, at least 1,000 hours of work (for New Jersey leave) and 1,250 hours of work (for Federal leave) during the previous twelve (12) months and is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of the worksite (for Federal leave). Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months (FLA).

During the leave period, the employee's health benefits will be continued on the same conditions as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick or personal days for the period of the leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. At the conclusion of the leave period, an eligible employee is entitled to reinstatement to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave.

Upon written notice, eligible employees are entitled to a family or medical leave for up to twelve weeks to care for a newly born or adopted child or a seriously ill immediate family member, including civil union partner, or for the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position. Eligible employees who take leave under this policy must use all accrued available vacation and personal days during the leave. The use of accrued time will not extend the leave period. After exhausting accrued time, the employee will no longer be paid for the remainder of the leave.

The period of leave must be supported by a physician's certificate. An extension past twelve weeks can be requested, but medical verification of the need must be submitted prior to the expiration of the leave. The Township reserves the right to deny any request for extended leave. Additional information concerning the Family Leave Policy and eligibility requirements are available from the Township Manager.

Commencing July 1, 2009, Family Temporary Disability ("FTD") payments for up to six (6) weeks in a twelve (12) month period will become available for eligible employees who are caring for a seriously ill immediate family member who is incapable of self-care or care of a newborn or adopted child. To be eligible, the employee must have worked at least 20 weeks at minimum wage within the last 52 weeks or earned 1000 times the minimum wage. The weekly benefit is 2/3 of weekly compensation up to a maximum of \$524 per week (this amount is subject to change). FTD will run concurrently with FMLA and/or FLA leaves and there is a one week waiting period. Employees may also be required to use accrued sick, vacation or personal leave for up to two weeks.

Employees taking paid family leave in connection with a family member's serious health condition may take leave intermittently or consecutively. Intermittent leave may be taken in increments necessary to address the circumstances that precipitated the need for leave. An employee seeking intermittent paid family leave is required to provide the Township with 15 days notice unless an emergency or other unforeseen circumstance precludes prior notice. The employee seeking intermittent leave shall make a reasonable attempt to schedule leave in a non-disruptive manner. Employees requesting such leave shall provide the Township with a regular schedule of days for intermittent leave.

Employees may also be eligible for an unpaid leave for up to twenty-six (26) workweeks in a year to care for a family member on active duty in the military or a covered veteran (a covered veteran is an individual who was discharged or released under conditions other than a dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran) with a serious injury or illness incurred in the line of duty on active duty for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, or up to twelve (12) weeks in a year for a qualifying exigency. A qualifying exigency occurs when a military member is called to covered active duty (requires deployment to a foreign country) and a close member of his/her family must attend official ceremonies or family support or assistance meetings, there is a short-notice deployment, to attend to childcare matters, attend to financial and/or legal matters, or counseling. A serious injury or illness means an injury or illness incurred by a covered service-member in the line of duty on active duty that may render the service-member medically unfit to perform the duties of his or her office, grade, rank, or rating

A serious injury or illness also means an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:

1. a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service-member unable to perform the duties of the service-member's office, grade, rank, or rating; *or*
2. a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the need for military caregiver leave is related to that condition; *or*
3. a physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; *or*
4. an injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Any *one* of these definitions meets the FMLA's definition of a serious injury or illness for a covered veteran regardless of whether the injury or illness manifested before or after the individual became a veteran.

Upon employer's request, an employee must provide a copy of the covered military member's active duty orders to support request for qualifying exigency leave. In addition, upon an employer's request, certification for qualifying exigency leave must be supported by a certification containing the following information:

- statement or description of appropriate facts regarding the qualifying exigency for which leave is needed;
- approximate date on which the qualifying exigency commenced or will commence;
- beginning and end dates for leave to be taken for a single continuous period of time;
- an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; and
- if the qualifying exigency requires meeting with a third party, the contact information for the third party and description of the purpose of the meeting.

Eligible employees may also take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

Employees who request qualifying exigency leave to spend time with a military member on Rest & Recuperation may take up to a maximum of 15 calendar days. Upon an employer's request, an employee must provide a copy of the military member's Rest and Recuperation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave.

Domestic Violence Leave

The New Jersey Security and Financial Empowerment Act, also known as the "NJ SAFE Act" provides protection for employees and their family members who have been the victim of domestic violence or sexual assault. Employees are entitled to twenty (20) days of unpaid protected leave from work to:

- Seek medical attention for physical or psychological injuries;
- Obtain services from a victim services organization, pursue psychological or other counseling;
- Participate in safety planning for temporary or permanent relocation;
- Seek legal assistance to ensure health and safety of the employee or the employee's relative; or
- Attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

To be eligible for the leave, an employee must meet the following criteria:

- The employee or their child, parent, spouse or domestic partner must be a victim of domestic violence or a sexually violent offense;
- The employee must have worked for the employer for at least twelve months and for at least 1,000 hours during the twelve (12) month period immediately preceding the requested leave; and
- The twenty (20) day leave must be taken within one (1) year of the qualifying event.

Employees may take leave on an intermittent basis but such leave can not be shorter than one (1) full day. To the extent the leave is foreseeable, employees must provide advance notice. In addition, employee seeking leave must provide proof that they qualify for the leave. Such proof may include restraining order, letter from a prosecutor, proof of conviction, medical documentation or a certification from an agency or professional involved in assisting the employee.

In certain circumstances, the basis for the leave may also qualify under the federal Family and Medical Leave Act and/or the New Jersey Family Leave act. If so, the Township will treat the leave concurrently with the leave under those statutes. Employees may be required to use accrued paid vacation leave, personal time or sick leave concurrently.

The Township shall protect the privacy of employees who seek leave by holding the request for leave, the leave itself or the failure to return to work "in the strictest confidence."

The Township shall not retaliate, harass or discriminate against any employee exercising his/her right to take the leave provided by this policy.

Military Leave Policy

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary. The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty days calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the Township group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

Donated Leave Program

It is the policy of the Township to institute a donated leave program to support employees who are suffering from a catastrophic illness or injury or are needed to provide care to an immediate family member who is suffering from a catastrophic health condition or injury that requires a prolonged absence from work. The donated leave program is available to all eligible employees and permits employees to voluntarily donate a portion of their accumulated earned vacation, personal or compensatory time to other employees who have exhausted their own accumulated earned leave time and are suffering from a catastrophic health condition or injury or are needed to provide care to an immediate family member who is suffering from a catastrophic health condition or injury, requiring an employee's prolonged absence from work..

While using donated leave time, the leave recipient will continue to accrue sick, vacation, holiday leave and guaranteed overtime and be entitled to retain such leave upon his or her return to work.

Any unused donated leave will be returned to the leave donor or donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time will not be returned.

A leave recipient must receive at least five days in vacation, personal or compensatory time or a combination thereof from one or more leave donors to participate in the donated leave program. A leave recipient will receive no more than 180 days leave and will not receive any such days on a retroactive basis.

A leave donor may donate only whole days and may not donate more than 10 days to any recipient. A leave donor will have remaining at least 12 days of accrued vacation leave if donating vacation leave. A leave donor will not revoke the leave donation.

An employee is prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but not be limited to promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.

Upon retirement, or resignation if applicable, a leave recipient's terminal sick leave payment will be reduced by the number of days used through the donated leave program.

Recipient Eligibility

Employees will be eligible to receive donated leave if the employee meets all of the following criteria:

- Must be suffering from a catastrophic health condition or injury that is expected to require a prolonged absence from work by the employee or is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury.
- Must produce acceptable medical verification from a physician or other licensed health care provider. The medical verification must indicate the nature, severity, and anticipated duration of the disability resulting from the serious health condition or injury involved
- Must have completed at least one year of continuous service.
- Must have exhausted all accumulated earned sick, vacation, personal and compensatory time off.
- Must have received at least 5 donated days from one or more leave donors to participate in the program.

Donor Eligibility

Employees will be eligible to donate leave to another employee if the employee meets the following:

- May donate up to 10 days to any recipient. Only whole days may be donated.
- Must have remaining to his or her credit following any donations at least 12 days of accrued vacation, if donating vacation leave.
- Must not have solicited or accepted anything of value for the donation

PROCEDURE

An Employee must submit a written request to participate in the donated leave program through their supervisor, at least 20 days before exhausting their accumulated earned leave. Acceptable medical verification must accompany this request. The employee's supervisor may make a request on behalf of the employee for his or her participation in the program as a leave recipient. The supervisor will forward the request and medical verification to the Township Manager for approval.

When an employee is approved as a leave recipient, the Township will post or circulate the employee's name in a conspicuous manner to encourage the donation of leave time, and will provide notice to all Union Representatives.

An employee must sign a Recipient Affidavit consenting to participate in the donated leave program. Employees wishing to donate leave to another employee must complete a Donor Transfer Form authorizing the transfer of leave. Recipient Affidavits and Donor Transfer Forms are available in each department. Completed Donor Transfer Forms should be forwarded to the Township Manager or his/her designee for processing.

TOWNSHIP OF LOWER DONATED LEAVE PROGRAM

RECIPIENT AFFIDAVIT

I have read the procedures regarding the donated leave program and I consent to participation in this program.

I understand that the number of days used through the donated leave program will reduce my terminal sick leave payment at retirement or resignation if applicable.

I hereby request to participate in the donated leave program for the following reason (s):

I have attached a doctor's certification to this affidavit attesting to the nature of my catastrophic health condition or injury. According to my doctor, I expect to be absent from work until:

I certify that I have not solicited or accepted anything of value for the donation of paid leave time.

I have not directly or indirectly intimidated, threatened or coerced, or attempted to intimidate, threaten or coerce any employee for the purpose of obtaining a donation of paid leave.

I have not interfered with any right that another employee may have with respect to contributing, receiving or using paid leave under this program.

I understand that I cannot receive temporary disability (TDI) benefits for the same period that I am paid wages from donated leave or while using any of my own leave time.

I also understand that the temporary disability benefits law requires that I use all of the donated leave before benefits can be paid.

Name (Print)

Signature

Social Security Number

Home Telephone Number

Date

TOWNSHIP OF LOWER DONATED LEAVE PROGRAM

DONOR TRANSFER FORM

I hereby direct the Payroll Department to transfer leave credit as indicated below to be used by the recipient.

DONATION SECTION:

Name of Recipient: _____

_____ I wish to donate_____ **VACATION DAYS.** This will not reduce my vacation leave balance below 12 accrued vacation days.

_____ I wish to donate_____ **PERSONAL DAYS**

_____ I wish to donate_____ **COMP DAYS**

CERTIFICATION SECTION:

I certify that I have not solicited or accepted anything of value for the donation of paid leave time.

Signature

Date

FOR USE BY TOWNSHIP

_____ Your request to transfer the above leave is approved.

This is to advise you that your request to transfer the above leave is not approved the following reason (s):

_____ Employee has already received the maximum number of 180 donated days.

_____ Your vacation leave balance is below the required 12 days.

Exchange of Time

The Township recognizes that some personal matters create a need for time in excess of the benefits granted by collective bargaining agreements. When an employee is off due to illness or other problems that are permissible to charge to sick time and the employee has exhausted their sick time allocation, the time will be charged to the remaining time accrued as vacation, personal or compensatory time. When requested, the Township will consider these problems on a case by case basis.

Employment Application Form Policy

The Township will provide a standardize employment application to be utilized for all job applicants. The Township considers applicants for all positions without regard to race, color, religion, creed, gender national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status.

The Township relies upon the accuracy of information contained in the employment application. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Training/Education/Travel Reimbursement

The Township will provide training to all employees in the proper use and safety of any equipment required in the performance of job duties. The Township encourages employees to attend seminars, conferences and courses providing information and instruction relative to the performance of duties including administrative and statutory requirements. The employee must receive approval from the department head prior to submitting an application to attend any aforementioned program.

The Township will pay for the cost of approved program fees subject to available budget appropriations. Use of a Township vehicle for transportation to an approved program is allowed, with prior approval. Reimbursement for travel expense is available for the following:

- Mileage - when personal vehicle is used, at the current IRS rate,
with mileage worksheet
- Tolls - amount paid, with receipt
- Parking - amount paid, with receipt
- Meals - up to the following amounts:
 - \$ 7.00 breakfast, with detailed receipt – for classes which require overnight accommodations only
 - \$ 10.00 lunch, with detailed receipt – when class is scheduled for 8 hours or more out of County
 - \$ 17.00 dinner, with detailed receipt – for classes which require overnight accommodations only

Overnight accommodations may be reimbursed in certain circumstances, with prior approval from the Township Manager. All reimbursements are subject to available budget appropriations and prior approval from the department head.

Payment to eligible employees for approved college credits is covered in the collective bargaining agreement(s), if applicable.

Township sponsored and required training shall generally be arranged during regularly scheduled work hours. A department head may change the standard work hours to accommodate or require attendance at such training activities. Such required training shall be recorded as “training” time worked.

When Training for a certification or other training in addition to required training, at a college or certified training facility that requires payment for said training, it shall be the responsibility of the Township Employee receiving the training to complete the course with a passing grade. If the employee does not receive a passing grade, it is the responsibility of the employee to reimburse the Township for all costs associated with the training unless their direct Supervisor and the Township Manager have agreed to an exception. (10/01/2007)

For training/educational programs that are sponsored by someone other than the Township, an application is submitted to the department head for approval. It is the responsibility of the department head to determine adequate budget appropriations, personnel scheduling and appropriateness of program content when authorizing application. If application is approved, a

requisition is submitted by the department head to appropriate the funds necessary to pay program fees. The purchase order is signed by the Treasurer and the Township Manager and returned to the department. The application may then be sent to the appropriate vendor.

The Township will permit employees attending authorized training/educational programs to count those hours as “training” time worked.

If overtime is earned due to training, the employee should notify the department head as soon as possible. Every effort should be made to use the time earned prior to the end of that pay period.

For reimbursement of travel expenses, submit a completed reimbursement worksheet signed by the department head along with receipts and a completed requisition.

Payroll Policy

Salary ranges are established by ordinance, and the salary must fall within the minimum and maximum ranges for the employee's title. Employees are paid every two weeks on Thursday.

The Township will not accept responsibility for any employee's personal finances. The Township will acknowledge judgments against an employee's pay, but will not act as a mediator between the employee and creditors.

Health Insurance Policy

Pursuant to the terms of the applicable bargaining unit agreement Health Insurance is a benefit and is set forth in such agreement.

Dental Benefits Policy

Pursuant to the terms of the applicable bargaining unit agreement Dental Insurance is a benefit and is set forth in such agreement.

Drug Prescription Benefit Policy

Pursuant to the terms of the applicable bargaining unit agreement Health Insurance is a benefit and is set forth in such agreement.

Prescription Eye Glasses Benefit Policy

Pursuant to the terms of the applicable bargaining unit agreement Health Insurance is a benefit and is set forth in such agreement.

Retirement Policy

Under State law, all employees must enroll in the New Jersey Public Retirement System, DCRAP or the Police and Fire Fighters Retirement System as applicable. The employee's contribution to the Plan will be deducted from the employee's pay. An employee who has completed the required number of years and who has reached the required age under the Plan may retire by notifying the Department Head in writing. The State retirement plans request six months advance notice to process the application. After giving notice of retirement, employees are expected to assist their supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. The Payroll Department will prepare an Employee Action form showing any pay or other money owed the employee. The Township Manager, or his designee, will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an open discussion with the employee. On the last day of work, and prior to receiving the final paycheck, the employee must return the Employee Identification Card, all keys and equipment. At this time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

Workers Compensation Policy

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The Township covers workers compensation benefits through its membership in a joint insurance fund. Any occupational injury or illness must be immediately reported to the supervisor or Department Head. All required medical treatment must be performed by a Workers Compensation Physician appointed by the joint insurance fund and payment for unauthorized medical treatment may not be covered pursuant to the Act.

Unless explicitly provided for in a bargaining agreement, the Township will only pay, either directly or through its Workers' Compensation insurer, those benefits that are specifically provided for under the Workers' Compensation Act and will not supplement these benefits with additional benefits pursuant to NJSA 11A:6-8.

Employee Assistance Policy

The Township recognizes the need for an Employee Assistance Program (EAP) for its employees. The Township EAP program provides assessment, evaluation, intervention, referral and case management services for employees and their families. Employees may access EAP services through self-referral or supervisor referral. All calls and conversations with the EAP coordinator are private and confidential.

Employment Procedure

- **Recruitment:** The Township Manager in conjunction with the Department Heads will coordinate the employment recruitment process for all vacancies to ensure compliance with contractual, legal, (Civil Service) and equal opportunity requirements. When a vacancy occurs, it is the responsibility of the Department Head to notify the Township Manager who will distribute notification of the vacancy to all departments. The Township Manager will undertake to recruit qualified applicants in accordance with applicable Federal and State law (including New Jersey Department of Personnel regulations if the position is subject to Civil Service.) Where positions are advertised, the media or other periodical utilized must have as wide circulation as possible to encourage applications from candidates from diverse backgrounds and must prominently state that the Township is an equal opportunity employer.
- **Applications:** All candidates must fully complete an application form. A resume will not be considered as a substitute for this form. The application is a confidential document and will not be available to anyone who is not directly involved in the hiring process, except as required by law.
- **Interviews:** The Township Manager or Department Head will coordinate the interview process including the scheduling of applicants, development of interview questions and standards to measure candidate responses. All questions must be in accordance with the New Jersey Division of Civil Rights Guidelines for Pre-Employment Inquiries. The Township will make reasonable accommodations to known physical and mental limitations of all applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided the accommodation does not impose an unreasonable hardship on the Township.
- **Physical Examinations:** Pursuant to the Americans with Disabilities Act, after an offer of employment is made and prior to commencing employment, the Township Manager may require applicants to pass a physical examination in order to insure that they can perform the duties of their position without injury to themselves or others. The same post-offer physical examination must be performed on all applicants for a particular position. The Township Manager may require periodic physical examinations to determine the employee's continued ability to perform the duties of the position. All physical examinations must be performed by a physician chosen by the Township at the expense of the Township. All medical records of employees and prospective employees are confidential and are to be maintained by the Township Manager separate from the employee's official personnel file. Medical exams may include tests for drug and alcohol use.
- **Criminal Background Checks:** Criminal background checks are required of all candidates, whether paid or volunteer, that may work directly or indirectly with children/youth/minors in accordance with the procedures outlined in the Section of this ordinance entitled "Background Checks and Procedures for Candidates, Employees and Volunteers".

- **Job Offers:** The final decision will be made by the Township Manager after all references and other information has been verified. Every effort shall be made to offer reasonable accommodations to known physical and mental limitations of all applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the Township. The employment offer must be made in a letter to the candidate outlining all terms and conditions of the offer. The letter will also establish a deadline for acceptance.
- **Acceptances and Rejections:** If the first offer is rejected, the Township Manager will decide to hire another candidate or re-open the position. Once a candidate accepts the employment offer, all other candidates will be notified in writing that they were not accepted for the position.
- **Record Retention:** All applications, notes made during interviews and reference checks, job offers and other documents created during hiring process must be returned to the Township Manager. Documents related to the successful candidate will be placed in the employee's official personnel file except medical records including physical examinations must be maintained in a separate file. All records documents related to other candidates must be retained for at least one year. Records and documents created during the hiring process are confidential and must be retained in a locked cabinet.

**Open Public Meetings Act Procedure Concerning Personnel Matters
(RICE NOTICE)**

Discussions by the governing body of the Township of Lower concerning appointment, termination, terms and conditions of employment, performance evaluation, promotion or discipline of any current or prospective officer or employee shall be in closed session unless the individual requests in writing that the discussion be held in open session. Such request must be granted. Prior to the discussion by the governing body of the Township of Lower concerning such matters, the Clerk shall notify the affected person(s) of the meeting date, time and place, the matters to be discussed and the person's right to request that the discussion occur in open session. In the event more than one person is affected by the discussion and one of the affected persons does not request that the discussion be in open session, then the discussion shall be in closed session. If the individual(s) does not request that the discussion be held in open session, the governing body of the Township of Lower may at its sole discretion invite the affected individual(s) to attend the applicable portion of the closed session.

TOWNSHIP OF LOWER

**NOTICE OF PERSONNEL DISCUSSION
(RICE NOTICE)**

To: _____

Address: _____

This is to notify you, pursuant to the Open Public Meeting Act, that the (body name) plans to discuss the subject matter(s) checked below relating to your employment.

- Application for Employment
- Promotion or Transfer
- Compensation
- Performance Evaluation
- Special Leave Request
- Grievance
- Discipline
- Possible Termination
- Other(Specify): _____

The discussion will take place at the following meeting(s):

Date of Meeting(s): _____

Time: _____

Location: _____

The discussion will be in closed session, not open to the public, unless before the meeting the Township, the Township Clerk receives a request, in writing, in which you ask that the discussion be held in public. If the discussion will affect other employees or potential employees, it may be closed to the public unless all such affected persons submit such signed requests. You are not required to attend this meeting.

Notice Date: _____

Signed: _____ Date: _____

Initial Employment Period Procedure

Except where State Requirements direct otherwise, new employees (or present employees transferring to new positions) will be hired subject to a three month working (provisional) test period specified in the Employee Evaluation Policy. The working test period shall begin on the date of regular employment. During the working test period, an employee shall perform the duties of the title for which appointment was made with training and guidance from the supervisor. At the end of the working test period, the supervisor will conduct an employee evaluation. New employees may be discharged at any time during this period if the Township Manager concludes that the employee is not progressing or performing satisfactorily.

Performance Evaluation Procedure

Progress reports are critical to create a formal record of an employee's performance during the working test period and establish a foundation for personnel actions such as promotion and termination. The completed report becomes part of an employee's permanent record.

Performance discussions must also provide employees with guidance regarding their ability to meet job standards. Extraordinary skills or abilities should be recognized in addition to areas for improvement. Supervisors or Department Heads should review future training needs and career planning. The reviewer should also encourage the employee to make suggestions about how the department can improve. The reviewer should ask employees for feedback regarding the employee's skills as they relate to communication, team building, delegation, and sensitivity to needs of subordinates. Open communication is the key to improvement.

- **Setting the Stage:** The reviewer must create a productive climate for the discussion. In preparing the evaluation form, prior evaluations should be reviewed to identify trends. Employees must be notified in advance of the meeting and should be given a copy of the blank evaluation form. The meeting should be private without interruptions in a comfortable environment.
- **Confirm Expectations:** The reviewer should start the discussion of each performance area by reviewing expectations. Ask the employee to confirm the employee's understanding of job requirements. Refer to the job description as appropriate.
- **Rating:** Continue the discussion by giving the employee's rating in each performance area. The supervisor should be prepared to refer to documentation. Employees should be evaluated based on set standards, not as they compare to other employees. It is rare that any person's rating in all areas is either high or low. The evaluation should consider performance during the entire period, not just the recent past. Care should be taken to avoid allowing one aspect of a person's performance to overshadow all other performance factors be it positive or negative. Ideally, each performance area should be evaluated individually based on specific behaviors exhibited.
- **Discussing Future Plans:** This is where the reviewer should turn to the discussion to the future performance and development of the employee. A Counseling Action Plan form must be completed if any item is rated "Needs Improvement" or "Does Not Meet Minimum Standards." Specific performance goals must be established for the next review period along with plans for achieving those goals.
- **Closing the Discussion:** When all performance areas have been discussed, close the discussion by summarizing all of ratings in an overall rating for the review period.

It is crucial that all reviewers complete the evaluation forms with care and with complete candor. Although reviewers are encouraged to set forth areas of strength and utilize tact in presenting criticism, it is important that all performance issues of any significance be addressed thoroughly and in unambiguous terms in the evaluation form, and verbally with the employee.

Exceeds Expectations means consistently exceeds established standards in most areas of responsibility. All requirements must be met and objectives achieved above the established standards.

Meets Job Requirements means all job requirements were met and planned objectives accomplished within established standards. There were no critical areas where accomplishments were less than planned.

Needs Improvement means performance in one or more critical areas does not meet expectations. Not all planned objectives were accomplished within the established standards and some responsibilities were not completely met.

Does Not Meet Minimum Standards means performance is unacceptable and important objectives have not been accomplished. Needs immediate improvement.

After completing the evaluation, the reviewer will return the form(s) with the signed acknowledgement to the Township Manager. After review by the Township Manager, the form(s) are to be placed in the employee's official personnel file. As a part of the evaluation, employees have the right to request a conference with the Township Manager.

Disciplinary Action Procedure

All employees are expected to meet the Township's work performance standards. The intent of the Disciplinary Action Procedure is to formally document problems and provide the employee with a reasonable time to improve performance. The process should encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the Township's policies and procedures and other disciplinary problems.

Should a supervisor believe that an employee is not conforming to the Township's policies and rules or to specific instructions, or has acted improperly, the supervisor will first privately discuss the matter with the employee to obtain the employee's view. If the supervisor determines that the employee has acted improperly, the supervisor shall take one of the following actions depending upon the gravity and the employee's past record. At the discretion of the supervisor and the Township Manager, action may begin at any step, and/or certain steps may be repeated or by-passed.

- **Verbal Reprimand:** Depending on the circumstances, the supervisor may verbally notify the employee that the employee's actions have been improper and warn the employee against further occurrences. The supervisor will prepare a record of the verbal reprimand including the date, time and what was discussed with the employee. This record must be forwarded to the Township Manager for the employee's official personnel file.
- **Township Manager Review:** Should the supervisor consider the offense sufficiently serious to warrant consideration by the Township Manager, the employee will be so advised and a meeting arranged with the Township Manager at the earliest possible date. All facts should be detailed at this meeting and, if possible, a determination will be made at that time of disciplinary action, if any.
- **Written Reprimand:** When a supervisor determines that a written reprimand is appropriate, the situation must be discussed with the Township Manager. The reprimand should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (i.e., termination) if the problem is not corrected or reoccurs. The employee should acknowledge receipt of the warning and may include additional comments. A copy of the written reprimand with the signed acknowledgement and comments must be placed in the employee's official personnel file.
- **Suspension:** Whenever an employee is recommended for suspension, the Township Manager will make the decision and may seek the advice of the Employment Attorney if appropriate. Suspended Employees may request a hearing under the applicable grievance procedure (and Civil Service procedure).
- **Dismissal:** Whenever an employee is recommended for dismissal, the Township Manager will make the decision only after seeking the advice of the Employment

Attorney and/or Township Solicitor. There must be a complete review of the employee's personnel file and all other facts to determine if there is sufficient cause for the dismissal. Terminated employees may request a hearing under the applicable grievance procedure (and Civil Service procedure).

Employee Complaint Investigation Procedure

Employees have the right to formally or informally report any statement, act, or behavior by a co-employee, supervisor, elected official or visitor that they believe to be improper.

- **Reporting:** Employees should be asked to report complaints in writing utilizing the Employee Complaint form, but are not compelled to do so.
- **Identification/Screening:** The supervisor, Department Head and/or Township Solicitor must report all written or verbal complaints to the Township Manager unless the complaint is against the Township Manager. Upon receipt, the Township Manager will determine if the complaint was made pursuant to the General Anti-Harassment Policy, the Anti-Sexual Harassment Policy, the Whistle Blower Policy, a grievance procedure or is another form of complaint. A file will be established including the written complaint, the investigation procedure followed and the response action plan. As soon as possible but no later than ten days after receiving the complaint, the Township Manager or investigator appointed by the Township Manager will interview the employee. If the employee is reluctant to sign a written complaint, the Township Manager or investigator will prepare written notes of the date, time and place of the complaint and the specific allegations. These notes will be read back to the employee who will be asked to affirm, preferably in writing the information's accuracy.
- **Investigation:** The Township Manager will seek the advice of the Employment Attorney/Township Solicitor when planning the investigation. The investigation should be conducted by the Employment Attorney/Township Solicitor or county prosecutor if it involves potential criminal charges. The investigation should establish the frequency and nature of the alleged conduct and whether the complaint coincides with other employment events such as a poor performance evaluation. The investigation should also determine if other employees were subjected to similar misconduct. It is important to protect the rights of both the person making the complaint and the alleged wrongdoer.
- **Response Plan – No Corrective Action Required:** The Township Manager will discuss the conclusions with the Employment Attorney/Township Solicitor and render a decision within fourteen days after the investigation is complete. If the validity of a complaint cannot be determined or the complaint is groundless, the complaining employee should be notified in writing. Care should be taken to avoid being too specific, confrontational or accusatory and to avoid any language that might be construed as defamatory. A general statement is usually more appropriate that the claim was thoroughly investigated, but could not be sufficiently documented or confirmed to justify taking formal action. The employee should be assured that future complaints will be investigated and that the Township is committed to eliminating wrongful employment practices when they are found to exist. If the investigation reveals that the complainant intentionally and maliciously levied false charges against the alleged wrongdoer, the complainant must be notified of the seriousness of filing a false complaint, and the appropriate disciplinary penalty under the circumstances, up to and including termination.

- **Response Plan – Corrective Action Required:** If the investigation reveals that the complaint is justified and substantiated, the Township Manager will formulate with the advice of the Township Solicitor a corrective action plan as well as possible disciplinary action. The complaining employee will be notified, in writing that it appears that the complaint was justified and an appropriate response plan has been formulated. A copy of the response plan should be attached to the letter. The response plan should provide for appropriate remedial action to prevent a recurrence of the wrongful act or behavior.

Requests for Employment Verification and Reference Procedure

Inquiries and written requests for references or employment verification regarding a current or former employee must be referred to the Township Manager. No employee may issue a reference letter without the permission of the Township Manager. Under no circumstances should any information be released over the phone.

In response to a request for information, the appropriate Township Official will only verify an employee's name, dates of employment, job title, department and final salary. No other data or information will be furnished unless (1) the Township is required to release the information by law or (2) the employee or former employee authorizes the Township in writing to furnish this information and releases the Township from liability.

Continuing Education Procedure

The Township, in conjunction with the Township Solicitor will arrange for employment practices seminars at least annually to train all managerial/supervisory personnel. The Township will also offer non-mandatory training to all other employees with special emphasis on employee rights and protections under various Federal and State laws as well as Township employment practices. Records will be maintained in the official personnel files of all employees trained under this procedure.

Managerial and supervisory personnel will also update employees periodically by department meetings and memos that should address specific problems and concerns that may arise. Every effort will be made to encourage employee suggestions about ways to avoid employer-employee disputes and violations of employment rights.

Conscientious Employee Protection Act "Whistleblower Act"

Employer retaliatory action; protected employee actions; employee responsibilities

1. New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:
 - a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
 - b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
 - c. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
 - (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 - (2) is fraudulent or criminal; or
 - (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment.
N.J.S.A. 34:19-3.
2. The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergency in nature.

CONTACT INFORMATION

The following contact person has been designated to answer your questions or provide information regarding your rights and responsibilities under this act (N.J.S.A. 34:19-4):

Primary Contact: _____

Address: _____

Telephone Number: _____

This notice must be conspicuously displayed.

Once each year, employers must distribute notice of this law to their employees.
If you need this document in a language other than English
or Spanish, please call (609) 292-7832.



La Ley de protección al empleado consciente

"Ley de protección del denunciante"

Acciones de represalia del empleador; protección de las acciones del empleado

1. La ley de New Jersey prohíbe que los empleadores tomen medidas de represalia contra todo empleado que haga lo siguiente:
 - a. Divulgue o amenace con divulgar, ya sea a un supervisor o a una agencia pública toda actividad, directriz o norma del empleador o de cualquier otro empleador con el que exista una relación de negocios y que el empleado tiene motivos fundados para pensar que violan alguna ley, o en el caso de un trabajador licenciado o certificado de la salud y que tiene motivos fundados para pensar que se trata de una manera inadecuada de atención al paciente;
 - b. Facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la violación de alguna ley, regla o reglamento que el empleador o algún otro empleador con el que exista una relación de negocios; o en el caso de un trabajador licenciado o certificado de la salud que facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la calidad de la atención al paciente; o
 - c. Se opone o se niega a participar en alguna actividad, directriz o práctica que el empleado tiene motivos fundados para pensar que:
 - (1) viola alguna ley, o regla o reglamento que dicta la ley o en el caso de un empleado licenciado o certificado de la salud que tiene motivos fundados para pensar que se trata de la atención inadecuada al paciente;
 - (2) es fraudulenta o delictiva; o
 - (3) es incompatible con algún mandato establecido por las directrices públicas relacionadas con la salud pública, la seguridad o el bienestar o la protección del medio ambiente. Artículo 34:19-3 de las Leyes comentadas de New Jersey de protección del empleado consciente (N.J.S.A., por sus siglas en inglés)
2. No se puede acoger a la protección contra la represalia, cuando se hace una divulgación a un organismo público, a no ser que el empleado le informe al empleador de tal actividad, política o norma a través de un aviso por escrito y le haya dado al empleador una oportunidad razonable para corregir tal actividad, política o norma. Sin embargo, no es necesaria la divulgación en los casos en que el empleado tenga indicios razonables para creer que un supervisor o más de un supervisor del empleador tienen conocimiento de tal actividad, política o norma o en los casos en los que el empleado teme que tal divulgación pueda traer como consecuencia daños físicos a su persona siempre y cuando la naturaleza de la situación sea la de una situación de emergencia.

Información del Contacto

La persona siguiente para ha sido designada a contestar sus preguntas o, proporcionar información adicional relacionada con sus derechos y responsabilidades según lo indica esta ley (N.J.S.A. 34:19-4):

Nombre:

Dirección:

Número de teléfono:

Este aviso se debe exponer a la vista de todos.

Una vez por año, los empleadores deben de distribuir un aviso de esta ley a sus empleados. Si necesita este documento en algún otro idioma que no sea inglés o español, sírvase llamar al (609) 292-7832. Posiblemente, una carga nominal puede ser cobrada.



TOWNSHIP OF LOWER EMPLOYEE COMPLAINT FORM

Date _____

Attach additional sheets if necessary to fully complete all questions

NAME: _____ DEPARTMENT: _____

TITLE: _____ SUPERVISOR: _____

Time period covered by this complaint: _____

Individuals who allegedly committed the acts being complained of:

Describe the nature and dates of the acts allegedly committed by each individual:

Identify all persons with knowledge of the complained conduct:

Are there any documents or other evidence that supports the occurrences described above?

If you previously complained about this or related acts to a supervisor or official, please identify the individual to whom you complained, the date of the complaint, and any action taken.

Have you missed any time from work or incurred any un-reimbursed medical expenses as a result of the alleged acts?

Are you afraid that someone may retaliate against you because you filed this complaint? If so, please identify the person(s) and indicate the reasons why you feel the person(s) may retaliate against you.

What is your requested remedy for this complaint?

ACKNOWLEDGMENT

The information provided above is true and correct to the best of my knowledge.

BY _____ DATE: _____

To investigate your complaint, it will be necessary to interview you, the accused party, and any witnesses with knowledge of the allegations or defenses. All persons involved in the investigation will be notified that (1) the complaint is confidential, (2) that any unauthorized disclosures of information concerning the investigation or retaliation could result in disciplinary action up to and including discharge.

I am willing to cooperate fully in the investigation of my complaint and to provide whatever evidence is deemed relevant.

BY: _____ DATE: _____

Receipt for Employee Handbook

I acknowledge that I have received a copy of the Township of Lower's Employee Handbook. I agree to read it thoroughly. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from my supervisor, Department Head or Township Manager. I understand that this Handbook states Lower Township's personnel policies in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with Lower Township for benefits or for any other purpose. I also understand that these policies are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date this receipt and return it to the Manager.

Date: _____

Signature: _____

Print Name: _____

Department: _____

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2016-236

TITLE: AMENDMENT TO THE MUNICIPAL ENGINEER CONTRACT DUE TO NAME CHANGE

WHEREAS, the Township of Lower ("Township") per Resolution #2016-24 appointed Hatch Mott MacDonald as the Lower Township Municipal Engineer for the year 2016 on January 4, 2016; and

WHEREAS, effective August 1, 2016 Hatch Mott MacDonald was branded the name Mott MacDonald Group LLC d/b/a Mott MacDonald LLC; and

WHEREAS, the name change will not affect the terms of the original contract; and

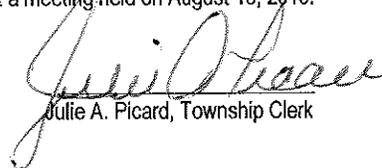
WHEREAS, any existing purchase orders or projects will be transferred to Mott MacDonald LLC under a new tax identification number; (see Exhibit A,); and

WHEREAS, the term of this contract will maintain the expiration date of December 31, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the contract awarded to Hatch Mott MacDonald is hereby transferred to Mott MacDonald LLC.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						+
PERRY	+		+			
SIMONSEN		+	+			
CLARK			+			
BECK			+			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 15, 2016.


Julie A. Picard, Township Clerk



Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Subject: Our New Beginning and Name Change

August 1, 2016

Dear Valued Client

I am writing to let you know about an important change at our company.

111 Wood Avenue South
Iselin NJ 08830-4112
United States of America

T +1 (800) 832 3272
F +1 (973) 376 1072
mottmac.com/americas

For twenty years, we have done business in North America as a joint venture company called Hatch Mott MacDonald. As of April 26, 2016, we are branding ourselves as simply Mott MacDonald. In due course you'll see our name change and a new logo appear on our communications with you. Please update your files with our new name.

This change gives us a much stronger platform to expand our services into more sectors and markets across the whole of North America and globally, enabling us to bring even more value for our clients and teaming partners.

As far as the Lower Township is concerned, very little will change – we're the same team with the same unwavering commitment to our partnership and to working with you to give you, our client, the highest quality service.

I am attaching a copy of our W-9 to ensure your records are correct.

Thank you very much for your time and for your continuing partnership and collaboration. I look forward to your continued support as we move forward as Mott MacDonald.

Sincerely,

Michael Sattan

Divisional Accountant

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mott MacDonald Group, Inc.

2 Business name/disregarded entity name, if different from above
Mott MacDonald, LLC

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Other (see instructions) ▶
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) **5**
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
111 Wood Avenue South

6 City, state, and ZIP code
Iselin, NJ 08830

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								
2	2	-	3	7	8	9	7	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an Individual Retirement Arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ **4/23/16**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN); individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

MOTT MACDONALD, LLC
STATEMENT OF OWNERSHIP

Mott MacDonald, LLC, a Delaware limited liability corporation, is a wholly-owned subsidiary of Mott MacDonald Group, Inc., a Delaware corporation. Mott MacDonald Group, Inc. is 100% owned by Mott MacDonald International, Ltd., a corporation of the United Kingdom.

MOTT MACDONALD, LLC

By: Albert N. Beninato
Albert N. Beninato, P.E.
Executive Vice President



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MOTT MACDONALD LLC
Trade Name:
Address: 111 WOOD AVENUE SOUTH
ISELIN, NJ 08830-4112
Certificate Number: 1169109
Effective Date: August 01, 2005
Date of Issuance: July 25, 2016

For Office Use Only:
20160725083242072

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2015** to **15-AUG-2018**

**MOTT MACDONALD, LLC
111 WOOD AVE. SOUTH, 5T FLOOR
ISELIN NJ 08830**



Ford M. Scudder
FORD M. SCUDDER
Acting State Treasurer

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTIUN #2016-237A

TITLE: APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT

WHEREAS, there are currently four (4) vacancies as Alternate Members on the Zoning Board of Adjustment with two (2) year staggered term expiration dates (September, 2017 and September, 2018); and

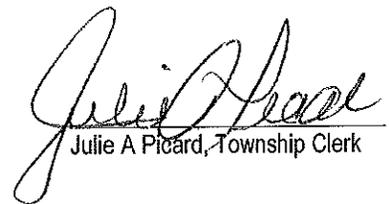
WHEREAS, Council has reviewed the applications currently on file in the Clerk's office.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the following appointments be made:

<u>NAME</u>	<u>TYPE</u>	<u>TERM EXP</u>
Michael P Kennedy	Alternate Member	Sept., 2018

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						X
PERRY	X		X			
SIMONSEN		X	X			
CLARK			X			
BECK			X			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 15, 2016.


Julie A Picard, Township Clerk

FOR TOWNSHIP USE ONLY

Res. # _____

Board/Comm./Auth. _____

Term Exp. _____

Replaced _____ or Reappointed

TOWNSHIP OF LOWER
CITIZEN LEADERSHIP FORM

RECEIVED
8-11-16

NAME Michael P Kennedy

CITY AND STATE North Cape May, NJ

YEARS OF RESIDENCY IN TOWNSHIP 45 OCCUPATION Cape May County

Please number in order of preference which ones you wish to be considered for.

- Cable Television Advisory Board
- Environmental Commission
- Historic Preservation Commission
- Citizen Advisory Board

- Municipal Utilities Authority
- Planning Board
- Recreation Advisory Board
- Zoning Board of Adjustment

I hereby apply to perform public service on the following municipal authority, boards or commissions. List any education, prior volunteer experience or work related experience, or other civic involvement which could be of use to the authority, board or commission you have listed above.

I WAS A MEMBER OF THE MUA FOR 12 YEARS & CHAIRMAN

Date: 8/11 Signature: [Signature]

(VALID FOR ONE YEAR FROM DATE OF RECEIPT)

Return to: Clerk's Office, 2600 Bayshore Road, Villas, NJ 08251

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTIUON #2016-237B

TITLE: APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT

WHEREAS, there are currently four (4) vacancies as Alternate Members on the Zoning Board of Adjustment with two (2) year staggered term expiration dates (September, 2017 and September, 2018); and

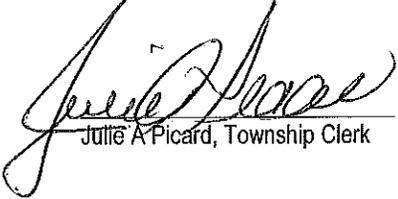
WHEREAS, Council has reviewed the applications currently on file in the Clerk's office.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the following appointments be made:

<u>NAME</u>	<u>TYPE</u>	<u>TERM EXP</u>
George Doherty	Alternate Member	Sept., 2017

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						X
PERRY		X	X			
SIMONSEN	X		X			
CLARK			X			
BECK			X			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 15, 2016.


Julie A. Picard, Township Clerk

FOR TOWNSHIP USE ONLY

Res. # _____ Board/Comm./Auth. _____

Term Exp. _____ Replaced _____ or Reappointed _____

TOWNSHIP OF LOWER
CITIZEN LEADERSHIP FORM

RCVD JUN 27 '16

NAME GEORGE DOHERTY

CITY AND STATE 552 SEASHORE RD ERMA NJ 08204

YEARS OF RESIDENCY IN TOWNSHIP 18 OCCUPATION MAINTENANCE

Please number in order of preference which ones you wish to be considered for.

- | | |
|---|--|
| <input type="checkbox"/> Cable Television Advisory Board | <input type="checkbox"/> Municipal Utilities Authority |
| <input type="checkbox"/> Environmental Commission | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Citizen Advisory Board | <input checked="" type="checkbox"/> Zoning Board of Adjustment |

I hereby apply to perform public service on the following municipal authority, boards or commissions. List any education, prior volunteer experience or work related experience, or other civic involvement which could be of use to the authority, board or commission you have listed above.

I AM A HIGH SCHOOL AND COLLEGE GRADUATE
I AM VERY INTERESTED IN THE WELL BEING OF
MY COMMUNITY. I HAVE SOME KNOWLEDGE OF
CONSTRUCTION AND THINK THIS COULD BE HELPFUL
ALSO I TAKE ANY RESPONSIBILITY VERY SERIOUSLY
I HOPE YOU GIVE ME A CHANCE TO HELP OUR TOWN

Date: 6-24-16 Signature: George Doherty (VALID FOR ONE YEAR FROM DATE OF RECEIPT)

Return to: Clerk's Office, 2600 Bayshore Road, Villas, NJ 08251

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2016-238

TITLE:

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12

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

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Lower to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

_____ (1) Matters Required by Law to be Confidential: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.

_____ (2) Matters Where the Release of Information Would Impair the Right to Receive Funds: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.

_____ (3) Matters Involving Individual Privacy: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any 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.

_____ (4) Matters Relating to Collective Bargaining Agreement: 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.

_____ (5) Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds: 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 matters were disclosed.

_____ (6) Matters relating to Public Safety and Property: 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 of possible violations of the law.

 X (7) Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege: any pending or anticipated litigation or contract negotiation 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.

POSSIBLE LITIGATION

_____ (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

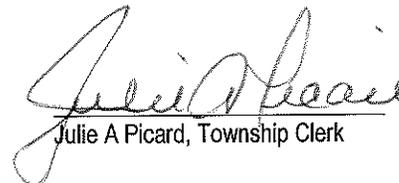
_____ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE, BE IT RESOLVED by the Township council of the Township of Lower, assembled in public session on August 15, 2016 that an Executive Session closed to the public shall be held on this date at approximately _____ P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Township Council that the public interest will no longer be served by such confidentiality.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						+
PERRY	+		+			
SIMONSEN			+			
CLARK		+	+			
BECK			+			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 15, 2016.


Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2016-239

TITLE: A RESOLUTION APPROVING THE AGREEMENT OF SALE OF CERTAIN REAL PROPERTY LOCATED IN THE TOWNSHIP OF LOWER

WHEREAS, the Township Council of the Township of Lower by way of Resolution #2016-177 approved an open public auction for the sale of certain real property located in Diamond Beach at the intersection of Seaview Avenue and Rochester Avenue, Block 703, Lot 1, more commonly known as 9600 Seaview Avenue, with an approximate lot Size 100 X 150 ft. to be held June 22, 2016 at 10 AM with a minimum bid of \$400,000; and

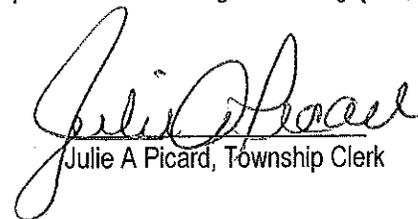
WHEREAS, the date of said public auction was advertised on Wednesday, June 8, 2016 and June 15, 2016 in the Cape May Star and Wave, and said auction was held on Wednesday, June 22, 2016 at 10AM with one bidder appearing; and

WHEREAS, the advertised minimum bid of \$400,000 was met.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the agreement of sale attached hereto for the publicly advertised auction is hereby approved.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						X
PERRY		X	X			
SIMONSEN	X		X			
CLARK			X			
BECK			X			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 15, 2016.


Julie A Picard, Township Clerk

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement") is made as of JULY ____, 2016, being the date the last of Buyer or Seller to execute this Agreement (the "Effective Date") between **THE TOWNSHIP OF LOWER, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY LOCATED IN THE COUNTY OF CAPE MAY**, with a mailing address of **2600 BAYSHORE ROAD, VILLAS, NEW JERSEY 08251** ("Seller") and **EUSTACE MITA OR HIS DESIGNEE** with a mailing address of **2501 SEAPORT DRIVE, SUITE SH400, CHESTER, PENNSYLVANIA 19013** ("Buyer"). Seller and Buyer may collectively be denominated as the "Parties" in the Agreement and each may be called, separately, a "Party."

WITNESSETH:

In consideration of the mutual covenants, representations, warranties, agreements, and provisions contained in the Agreement, the Parties hereto, intending to be legally bound, agree as follows:

1. PURCHASE AND SALE.

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all of the following described property (collectively, the "Property").

1.1. Land and Improvements. The foregoing is located at **9600 SEAVIEW AVENUE. CAPE MAY, NEW JERSEY 08251, ALSO KNOWN AS LOT 1 IN BLOCK 703**, on the municipal tax map, together with all right, title and, interest, if any, of Seller in and to all easements, estates, powers, rights and privileges relating or appurtenant thereto (collectively, the "Property").

2. DEPOSIT.

2.1. Delivery. Within three (3) business days after the Agreement is fully signed and circulated by all parties, the Buyer shall deliver to **SHORE TITLE AGENCY** located in **NORTH WILDWOOD, NEW JERSEY** (the "Escrow Agent") the sum of **\$29,500** (the "Deposit"), payable to the Escrow Agent. The parties further acknowledge that the Township of Lower is currently in possession of an additional **\$10,500** for a prior lease entered into between the parties and said monies will be applied to the purchase of this property and transferred to and held by the Escrow Agent, amounting to a total initial deposit of **\$40,000**.

2.2. Reliance. Escrow Agent shall be entitled to act upon any certificate, statement, notice, demand, request, consent, agreement or other instrument which it shall, in good faith, believe to be genuine and to have been signed and presented by the proper person or persons. Each party hereto shall indemnify, defend and hold Escrow Agent harmless from and against any loss, cost and expense arising out of or related to any action taken or thing done by Escrow Agent in connection with this Agreement, or any failure by Escrow Agent to take any action required to be taken by in connection herewith, provided that any action or failure to act shall have been taken or not taken in good faith and not as a result of the willful misconduct or gross negligence of Escrow Agent.

2.3. Investment of Deposit. The Escrow Agent shall invest the Deposit in a federally insured, interest-bearing account. If the sale contracted for herein is consummated, the Deposit shall be applied as partial payment of the Purchase Price. If the sale contracted for herein is not consummated, the Deposit shall be distributed as provided herein.

3. PURCHASE PRICE.

3.1. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be **\$400,000** and shall be paid by Buyer with deposit and check at closing.

3.1.1. Deposit. Payment of the Deposit in accordance with Article 2.

3.1.2. Cash at Closing. The balance of the Purchase Price, **\$360,000** shall be paid in cash or by cashier's check or title company check payable to the order of Seller at the Closing and passage of title to the Property in accordance with the terms and provisions of this Agreement.

4. TITLE, WARRANTIES, REPRESENTATIONS, AND COVENANTS; INDEMNITIES.

4.1 Title. The title shall be good, marketable and insurable at regular rates, by any reputable title insurance company, to be selected by Buyer; and shall be free and clear of encumbrances, including municipal liens and assessments and liabilities for assessments for improvements now constructed.

4.1.1 Title. The title to the Real Estate and the Surface Lot be delivered by Seller to Buyer at the Closing, as hereinafter defined, shall be good and marketable and insurable as such under an A.L.T.A. Owner's Policy (current form) by the Title Company, as hereinafter defined, at standard rates, and shall be free and clear of all liens and encumbrances, including without limitation municipal liens and assessments, liability for assessments from improvements now constructed, and assessments for work commenced but not assessed, subject only to (i) the lien for current property taxes and assessments which shall be prorated at Closing; (ii) rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Land and the Surface Lot next to the street or running to any structure or improvement on the Land and the Surface Lot; (iii) rights granted to Atlantic City Electric Company, if any; (iv) recorded agreements, which limit the use of the Real Estate and the Surface Lot, unless the agreements (x) are violated as of Closing; (y) provide that the Real Estate or the Surface Lot would be forfeited if they were violated; or (z) unreasonably limit the normal use of the Real Estate as a liquor store; and (v) applicable zoning ordinances.

4.1.2. Seller hereby make the following representations as of the date hereof, each of which have been relied upon by Buyer as a material inducement in entering into this Agreement and each of which shall be true and correct in all respects as of the Closing Date and shall terminate as of the Closing Date.

4.1.2.1. Authority/Consent. Seller is the owner of all legal and beneficial interests in the Property and possesses all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated by this Agreement.

4.1.2.2. Litigation. No material action, suit, claim or other proceeding is pending that concerns or involves, or may concern or involve, Seller or the Property adversely. With respect to potential and/or threatened material actions, suits, claims or other proceedings concerning or involving the Seller or the Property seller is aware of a potential appeal to and/or a possible request for an interpretation of the current zoning laws from the Lower Township Zoning Board of Adjustment concerning the objection to the current use of the Property as a parking lot from neighboring property owners represented by Michelle Donato, Esq.. At this time there has been no specific threat from said neighboring property owners to pursue litigation and said appeal and/or interpretation request has not been filed as of the date of the execution of this Agreement. It is anticipated that said neighboring property owners, through their attorney, will likely contest the Buyer's anticipated application seeking a use variance from the Lower Township Zoning Board of Adjustment and Buyer acknowledges this possibility. No actions, whether voluntary or otherwise, are pending or, to Seller's knowledge, threatened against Seller under the bankruptcy laws of the United States or any state thereof. As of the date hereof, there are no pending, or to Seller's knowledge, threatened, condemnation or eminent domain proceedings affecting the Property or the Improvements. There is no tax appeal currently pending that may affect the Real Estate. Seller is not subject to any judgment, order, decree, administrative ruling or other judicial or administrative mandate or arbitration proceeding. Seller has not received written notice from any governmental or administrative authority contending that Seller has not conducted, its Business in accordance with all applicable material federal, state and local laws. There is no suit or action, whether legal, administrative, arbitration or other proceeding or governmental investigation, or any change in the zoning or building ordinances affecting the Property or its operations, pending or contemplated to the knowledge of Seller, which may adversely affect the Property, or the use thereof as of the date of execution hereof.

4.1.2.3. Leases. There are no Leases at the Property.

4.1.2.4. Contracts. There are no Contracts that exist at the Property.

4.1.2.5. Environmental. Seller has not received any written notice, report or information regarding any violations of, or any corrective, investigatory or remedial obligations, arising under, applicable environmental laws with respect to the present operations of the Property, which remains unsatisfied in part or whole and which is outstanding.

4.1.2.6. Violations of Law. Seller has not received written notice from any governmental authority of any violations, of any federal, state, county or municipal laws, ordinances, orders, regulations and requirements affecting the Property or any portion thereof.

4.1.2.7. Foreign Person. Seller is not a "foreign person," "foreign trust" or "foreign corporation" within the meaning of the United States Foreign Investment in Real Property Tax Act of 1980 and the Internal Revenue Code.

4.1.2.8. Prohibited Persons and Transactions. Seller is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury.

4.1.2.9. Utilities. The Improvements on the Land are connected to and in use of public sewer and water lines, electric and other utility services, and all such utility services are adequate for the existing use of the Improvements. All utilities (including water, sewer, gas, electricity, trash removal and telephone service) are available to the Real Estate.

4.1.2.10. No Hazardous Materials. The Property has never been used or operated by Seller or any tenant or other person or entity by, through, and under Seller, directly or indirectly, in any manner in which Hazardous Materials, as hereinafter defined, have been refined, produced, stored, handled, transferred, processed, transported, or deposited on the Property or in the Improvements thereon except in accordance with applicable laws. The term "Hazardous Materials" shall mean (A) any wastes, toxic substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §9601, et seq., and in the regulations adopted and publications promulgated pursuant to such laws, (B) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substances or material, all as amended, (C) more than 100 gallons of crude or other oil which is liquid at standard conditions or temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), (D) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §2011 et seq., as amended or hereafter amended, and in the regulations adopted and publications promulgated pursuant to said law, and (E) asbestos in any form or condition.

4.1.2.11. Environmental Laws. Seller has received no notice that the Property (including underlying groundwater and areas leased to tenants, if any), the Improvements and the use and operation of each of the foregoing, is not in compliance with all applicable laws, ordinances, requirements, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including without limitation those statutes, laws, regulations, and ordinances identified in Section 4.1.2.20 above, all as may be amended and modified from time-to-time (collectively, "Environmental Laws"). There are no underground oil tanks which are located on the Land.

4.1.2.12. No Citations. Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any environmental or other public health agency or authority concerning any intentional or unintentional action or omission on Seller's part resulting in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters on onto any lands resulting in damage to the lands, waters, fish, shellfish, wildlife, biota, air and other resources owned, managed, held in trust or otherwise controlled by the State of New Jersey.

4.1.2.13. No Environmental Litigation. Seller has not received notice of any past or pending or threatened (A) actions, suits or proceedings by any governmental agency or any other entity or third parties regarding public health risks or the environmental condition of the Property, of the Improvements, or the disposal or presence of Hazardous Materials, or regarding any Environmental Laws, (B) liens or governmental actions, notices or violations of any kind that could impair the value of the Property or the Improvements or (C) liens attached to any revenues or any real or personal property owned by Seller and located in the State of New Jersey, including, but not limited to, the Property, as a result of any governmental agency or authority expending monies from any fund to pay for any damages or loss arising from an intentional or unintentional action or omission of Seller or any previous owner or operator of the Real Property, resulting in the releasing, spilling, pumping, pouring, emitting, emptying or dumping (collectively, a "Release") of Hazardous Substances, into the waters of the State of New Jersey or onto lands from which it might flow or drain into said waters, or into waters outside the jurisdiction of the State of New Jersey where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air and other resources owned, managed, held in trust or otherwise controlled by the State of New Jersey. Seller is not aware of any claims, or any facts which could be the basis of a claim, made in connection with the indoor air quality of the Property or any adverse health impacts allegedly suffered by anyone in connection therewith.

4.1.2.14. Certification. The representations and warranties set forth in this Agreement do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make such representations and warranties and information, in light of the circumstances under which they have been made, not materially misleading, and Seller has not knowingly withheld from Buyer its knowledge of any material fact or event that has occurred or is about to occur regarding the Property which has had or, so far as it can reasonably foresee, will or may have a material adverse effect on the Property. These representations and warranties shall be true and correct in all material respects at the time of Closing, and Seller shall sign a certification as to such as of the Closing Date.

4.2. Buyer. Buyer represents and warrants to Seller as follows, which representations and warranties are true and correct in all material respects as of the Effective Date and shall be true and correct in all material respects at the time of Closing and shall terminate as of the Closing Date.

4.2.1. Powers. Buyer has full power and authority to execute and deliver this Agreement and such other documents as are described herein to be executed and delivered, and to perform the transactions contemplated herein and therein;

4.2.2. Binding Effect. This Agreement and such other documents herein contemplated to be executed and delivered have been duly authorized, executed and delivered by Buyer, and constitute valid and binding obligations of Buyer enforceable in accordance with their respective terms. Buyer's execution and delivery of this Agreement and such other documents as are contemplated herein to be executed and delivered bind Buyer to perform, observe and comply with their respective terms and provisions. The undersigned signatory for Buyer has full power and authority to execute and deliver this Agreement in behalf of Buyer, and to bind Buyer to perform, observe and comply with the terms and provisions hereof.

4.2.3. No Conflict. Buyer's execution and delivery of this Agreement and any other documents contemplated hereunder to be executed and delivered, and Buyer's performance of and compliance with their provisions, do not conflict with or result in a violation of its operating agreement or any other agreements that affect or may affect Buyer, this Agreement, or Buyer's performance hereunder.

4.2.4. No Violations. Neither the execution or delivery of this Agreement, nor the consummation of the transaction contemplated hereby, will:

4.2.4.1. Conflict with or result in or breach any of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Buyer is a party; or

4.2.4.2. Violate any restriction to which Buyer is subject.

4.2.5. Financial Ability. Buyer has the financial ability to consummate the transactions contemplated by this Agreement.

4.3. Indemnities.

4.3.1. Indemnification by Buyer. Buyer hereby agrees to indemnify and hold harmless Seller from and against any and all loss, costs or damages (including reasonable attorneys' fees) with respect to the breach of any warranty or representation of Buyer herein, or Buyer's breach of any of the provisions of this Agreement which survive the Closing, or any claims regarding Buyer's use, ownership,

occupancy, operation and/or maintenance of the Property from and after the Closing, including without limitation (a) any obligation pertaining to taxes and property-related operating expenses, levies, charges, liens or assessments accruing after the Closing; and (b) any accident, injury, death or other damage whatsoever caused to any person or entity, occurring on or after the Closing in or about the Property or a portion thereof; and (c) the presence, release, discharge or contamination of or by the Property of any Hazardous Materials first occurring after the Closing. Buyer shall contest any demand, claim, suit or action against which Buyer has hereinabove agreed to indemnify and hold Seller harmless and to bear all reasonable costs and expenses of such contest and defense, including reasonable attorneys' fees. Buyer's obligations under this Section shall survive the Closing. Notwithstanding anything to the contrary this provision shall not apply to legal fees or costs associated with a timely zoning appeal in relation to the provisions of paragraph 8.3.

4.3.1.1. Buyer's indemnity shall not apply to claims, losses, or liabilities to the extent accruing on or prior to the Closing Date.

4.3.2. Indemnification by Seller. Seller hereby agrees to indemnify and hold harmless Buyer from and against any and all loss, costs or damages (including reasonable attorneys' fees) with respect to the breach of any warranty, representation or covenant of Seller set forth in Sections 4.1 and 4.2 above and Section 5 below, and also with respect to the following matters pertaining to the Property: (a) any obligation including a payment obligation or damages arising out of Seller's failure to comply for any period on or before the Closing with respect to the Leases and the Contracts or with respect to other obligations assumed by Buyer at the Closing; and (b) any obligation pertaining to taxes and property-related operating expenses, levies, charges, liens or assessments arising on or before the Closing Date or assumed by Buyer hereunder; and (c) any accident, injury, death or other damage whatsoever caused to any person or entity, occurring before the Closing in or about the Property or a portion thereof; and (d) the presence, release, discharge or contamination of or by the Property of any Hazardous Materials, occurring or accruing on or prior to the Closing Date. Seller shall contest any demand, claim, suit or action against which Seller has hereinabove agreed to indemnify and hold Buyer harmless and to bear all reasonable costs and expenses of such contest and defense, including reasonable attorneys' fees.

4.3.2.1 Notwithstanding the terms of Section 4.3.2, Seller's indemnity shall not apply to claims, losses or liabilities to the extent accruing on or after the Closing Date.

4.3.3. Survival. The terms and provisions of Sections 4.3.1 and 4.3.2 above shall survive the Closing indefinitely.

5. MANAGEMENT AND CONDITIONS PRIOR TO CLOSING.

5.1. Maintenance. Until Closing, Seller shall at its own expense, comply in its ordinary course of Business with all its obligations and relevant requirements of all governmental authorities or agencies having jurisdiction over the Property.

5.2. Notice of Litigation. Seller shall promptly notify Buyer of the commencement prior to Closing of any litigation, or written threat of commencement of litigation, affecting the Property, or impairing Seller's right to sell the Property.

5.3. Seller's Undertakings Pending Closing.

5.3.1. Operation of the Property. Until the earlier of the Closing or the termination of this Agreement, Seller shall not, without Buyer's prior written consent (which shall not be subject to a reasonableness standard):

(i) Do anything that would impair or adversely modify the status of title or an accurate survey of the Property.

(ii) Enter into any lease, service contract or other contract that, following Closing, will be binding upon Buyer or the Property.

(iii) Cause or permit transfer, conveyance, sale, assignment, pledge, mortgage, or encumbrance of any portion of the Property or cause or permit any other occurrence which might interfere with Buyer's intended use or might adversely affect the condition, repair, value, extent of operation or income potential of the Property.

(iv) Make any commitment, or enter into any transaction, which materially and adversely affects the Property.

5.3.2. Advise Buyer. Until the earlier of the Closing or the termination of this Agreement in accordance with the terms hereof, Seller shall notify Buyer in writing promptly upon learning, but in no event after the date that is two (2) business days of Seller receiving written notice, of any of the following occurring after the date hereof:

(i) Any event, transaction, or occurrence prior to Closing that would or could materially adversely affect any of the Property, or any other agreement with respect to the Property

(ii) Any fact or event that would make any of the representations or warranties of Seller contained in this Agreement untrue or misleading in any material respect or that would cause Seller to be in violation of any of its covenants or other undertakings or obligations hereunder.

(iii) Any violation of any law, ordinance, regulation or law that would or might materially affect any of the Property or the ordinary course of Seller's Business operations thereon.

(iv) Any proposed change in any zoning or law affecting the use or development of the Property.

(v) Any pending or threatened litigation that affects any of the Property, including any appeals or contests filed objecting or challenging any aspect of Seller's Business operation, or that could affect the transaction contemplated hereby.

(vi) Any threatened or pending proceedings in bankruptcy or insolvency that could affect Seller or any of the Property or any person owning any interest therein.

(vii) Any (a) enforcement, clean-up, removal or other governmental or regulatory action concerning the Property instituted, completed or threatened pursuant to any environmental law, (b) any claim made or threatened by any person against Seller, or the Property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Material in or about the Property, (c) reports generated and/or received by or on behalf of Seller made to or forwarded by any environmental agency arising out of or in connection with any Hazardous Material in, on or about the Property or with respect to any Hazardous Material removed from the Property, including any complaints, notices, warnings, reports or asserted violations in connection therewith; and (d) Hazardous Material that Seller knows has been, or will come to be, released or located within, under or about the Property.

5.4. Conditions. Without limiting any other conditions to Buyer's obligations to close set forth in this Agreement, the obligations of Buyer under this Agreement are subject to the satisfaction at the time of Closing of each of the following conditions (any of which may be waived in whole or in part by Buyer at or prior to Closing):

5.4.1. Representations. All of the representations by Seller set forth in this Agreement or any exhibit or schedule attached hereto shall be true and correct in all material respects.

5.4.2. Seller's Knowledge. With respect to any representation made to the best of Seller's knowledge, the conditions to Closing shall be not only that such representation still is true to the best of Seller's knowledge, after due inquiry and investigation, but that the specific fact or condition that was the subject of the representation also is true.

5.4.3. Performance. Seller shall have performed, observed, and complied with all material covenants and agreements required by this Agreement to be performed by Seller at or prior to Closing;

5.5. Deliveries. At the Closing, Seller shall have executed and/or delivered, as may be applicable, each of the documents described in Section 6.2(a) below.

6. CLOSING.

6.1. Closing. The closing ("Closing") of this transaction shall take place at **SHORE TITLE AGENCY** in **NORTH WILDWOOD, NEW JERSEY** within one (1) week of the Buyer receiving final approval for a use variance as set forth in paragraph 8.3 of this Agreement, or on a date mutually agreed upon by the parties.

6.2. Items to be Delivered at Closing.

(a) By Seller. At or prior to Closing, Seller shall deliver or cause to be delivered to Buyer, through escrow or directly to Buyer, each of the following items:

- (i) A Bargain and Sale Deed with Covenants Against Grantor's Acts, in recordable form;
- (ii) Evidence of Seller(s) authority to consummate this transaction;
- (iii) Any reasonable and customary certificates and affidavits that may be reasonably required by Buyer's title company in the normal course for Seller to convey marketable and insurable title, in form and substance reasonably satisfactory to Seller, duly executed by Seller;
- (iv) Any instrument required by any applicable environmental law to be obtained from any governmental agency or authority having jurisdiction over Seller and the Property;
- (v) Possession of the Land and Improvements;
- (vi) If the Improvements are located in a municipality which requires a certificate of occupancy, code letter, or similar certificate or document to be issued in connection with the transfer of the Property, Buyer shall make application for issuance of such certificate or letter and, at its expense, shall complete and pay for any repairs required by a municipal official to obtain the certificate, letter, or other document;
- (vii) The Tax Clearance Certificate, if same shall be issued prior to Closing.

(b) By Buyer. At or prior to Closing, Buyer shall deliver to Seller, or cause to be delivered to Seller, through escrow or directly to Seller, each of the following items:

- (i) The balance of the Purchase Price;
- (ii) If a business entity, evidence of Buyer's authority to consummate this transaction;
- (iii) Any customary certificates and affidavits that may be required in the normal course, in form and substance satisfactory to Seller, duly executed by Buyer.

(c) Escrow Agent. The Escrow Agent shall deliver the Deposit (with accrued interest) to Seller.

7. PRO-RATIONS AND ADJUSTMENTS. All pro-rations and adjustments required below at the Closing Date shall be applied to affect the amount of the cash payment by Buyer to Seller at Closing. All pro-rations and adjustments required after the Closing shall be deemed obligations surviving the Closing. The following pro-rations shall be made at the Closing Date:

7.1. Assessments and Other Charges. If at the time of Closing, the Property or any part thereof shall be or shall have been affected by a confirmed assessment or assessments for public improvements, then for purposes of this Agreement all unpaid installments of any such assessment which are due and payable prior to the Closing Date shall be deemed to be due and payable and to be liens upon the Property and shall be paid and discharged by Seller at or prior to the Closing. Unconfirmed improvements or assessments, if any, and any installments of any assessment which are due or payable on or after the Closing Date shall be paid and discharged by Buyer.

7.2. Seller's Costs. Seller shall pay for the following costs at Closing:

- (a) The New Jersey Realty Transfer Tax payable by a seller of real estate under New Jersey law;
- (b) The drawing of the deed and bill of sale;
- (c) Recording or discharge fees to extinguish any existing mortgage lien or financing statement as against Seller;
- (d) Such other documents and costs as are customarily prepared and paid by Seller in southern New Jersey, together with the cost of recordation thereof; and
- (e) Such other documents are may be reasonably required by Buyer's title insurance company.

7.3. Buyer's Costs. Buyer shall pay for the following costs at Closing:

- (a) All title insurance premiums and search charges;
- (b) Any survey of the Property
- (c) The cost of recordation of the deed and any financing documents;
- (d) Such other documents and costs as are customarily prepared and paid by Buyer in southern New Jersey, together with the cost of recordation thereof.

7.4. Other Pro-Rations. Real estate taxes and other governmental impositions, water, sewer, and other utility charges, and similar costs and expenses related to the ownership and operation of the Property, shall be adjusted as of Closing on a full calendar or fiscal year basis, as may be applicable. Seller and Buyer shall each pay their respective attorneys' fees with respect to this Agreement and the Closing and any rights and remedies hereunder. Any attendance fee charged by a title insurance company for conducting closing shall be divided equally between Buyer and Seller.

8. CONDITIONS TO CLOSING AND GOVERNMENTAL APPROVALS.

8.1. Due Diligence Period. If during the period (the "Due Diligence Period") commencing on the Effective Date and terminating on the thirtieth (30th) calendar day following the Effective Date, Buyer determines that the Property is unsatisfactory for any reason or for no reason, Buyer shall have the option to terminate this Agreement by written notice to Seller on or before the end of the Due Diligence Period, and in the event of such termination, the Deposit will be returned promptly to Buyer, and this Agreement shall be null and void and there shall be no further rights of the parties hereunder except for those provisions that specifically survive such termination.

8.2. Waiver. Upon the expiration of the Due Diligence Period, if Buyer has not then timely terminated this Agreement in accordance with the terms of Section 8.1 above, Buyer's option to terminate this Agreement under Section 8.1 above shall be deemed waived and extinguished without further act or notice, and Seller shall sell and Buyer shall purchase the Property in accordance with, but subject nevertheless to, the other terms and provisions of this Agreement.

8.3. Governmental Approvals. Independent of paragraphs 8.1 and 8.2 herein, this Agreement is subject to and contingent upon the Buyer obtaining from the Lower Township Zoning Board of Adjustment and from all other necessary governmental authorities, final approval of a use variance from the Lower Township Zoning Board of Adjustment allowing the Buyer to utilize the property as a parking lot. The word "Final" as used herein shall mean, as to any determination or approval, a written decision or approval issued by the governmental authority having jurisdiction over the Property, the proposed use thereof, which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which no timely request by a party in interest for stay, petition for rehearing, reconsideration, review or appeal shall be pending, and as to which the time for filing any such request, petition or appeal shall have expired or otherwise terminated. In the event the Buyer does not obtain final approvals with respect to the aforementioned use variance this agreement of sale shall be voided and all deposit monies will be returned to the Buyer.

8.3.1. In the event Buyer is unable to obtain the aforementioned use variance and final approvals this contract can be voided at Buyer's discretion in which case all deposit monies will be immediately returned to Buyer.

9. BREACH; REMEDIES.

9.1. Seller. If Seller defaults in the performance of any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, Buyer shall, at its option:

(a) receive an immediate refund of the Deposit and following which this Agreement shall be deemed null and void and there shall be no further rights hereunder except for any provisions that specifically survive a termination of this Agreement; or

(b) require specific performance in appropriate circumstances of the terms and conditions of the Agreement.

Notwithstanding the foregoing, in the event that any default is based upon a defect in title which consists of a lien or breach of warranty which can be cured forthwith by the payment of money, Buyer may, at its option, take title to the Property with an abatement of the Purchase Price equal to the aggregate amount necessary to satisfy or discharge any such lien or breach of warranty, and remit such monies directly or through the Title Company to the appropriate third parties.

9.2. Buyer. If Buyer defaults in the performance of any of Buyer's obligations hereunder, the Deposit shall be paid to Seller as fixed, agreed and liquidated damages (the said amount having been agreed to as liquidated damages due to the difficult and inconvenience of measuring and ascertaining actual damages) and there shall be no further rights hereunder except for any provisions that specifically survive a termination of this Agreement.

9.3. Escrow Agent and the Deposit. In the event either Seller or Buyer becomes entitled to the Deposit or any part thereof upon termination of this Agreement and/or default of the other Party, such Party may deliver a letter of instruction to the Escrow Agent directing disbursement of the Deposit to such Party. The Party delivering such notice to the Escrow Agent shall, simultaneously deliver a copy of such notice to the other Party hereto. Upon the expiration of ten (10) days after the Escrow Agent's receipt of the letter of instruction, the Escrow Agent may deliver the Deposit to the Party specified in the letter of instruction unless, within such ten (10) day period, the Escrow Agent shall have received a written objection to such delivery from the other Party hereto. In such event, the Escrow Agent shall not deliver the Deposit to either Party unless it has a written authorization to do so signed by both parties or a court order has been issued by a court of competent jurisdiction to deliver the Deposit to one of the Parties hereto. The Escrow Agent may deposit the Deposit into a court of competent jurisdiction and thereafter shall have no further interest in or responsibility for this Agreement or the Deposit.

10. CONDEMNATION.

10.1. Condemnation. If prior to the Closing Date, all or any portion of the Property becomes the subject of a condemnation proceeding or threat thereof by a public or quasi-public authority having the power of eminent domain with respect to the Property, Seller shall immediately notify Buyer orally and in writing thereof. In that event, Buyer may, at its option within ten (10) days following such notice from Seller (i) elect to terminate this Agreement by written notice of the proceeding, or (ii) elect to proceed with the transaction, in which event Buyer shall be entitled to all proceeds of any award or payment in lieu thereof resulting from the condemnation proceeding or threat thereof. If Buyer elects to proceed with the transaction, it shall receive a credit against the Purchase Price in an amount equal to the condemnation award, if such award is paid to Seller prior to Closing; otherwise, Seller shall execute and deliver to Buyer at Closing an assignment of all of its right, title and interest in and to such award, such assignment to be inform and content satisfactory to Buyer.

11. NOTICE

11.1. Manner of Notice. All notices hereunder shall be in writing and shall be delivered as follows: (i) on the date of confirmed facsimile or e-mail transmission, if transmitted before 5:00 P.M. prevailing eastern time on a regular business day, and if not than on the next following business day; or (ii) on the next business day following acceptance for delivery by a recognized overnight courier service with receipt confirmation.

All notices to Seller shall be directed as follows:

Eustace Mita
2501 Seaport Drive

With a copy to:

Frank Corrado, Esquire
Barry, Corrado & Grassi, P.C.
2700 Pacific Avenue
Wildwood, NJ 08260

All notices to Buyer shall be directed as follows:

Julie Picard, Municipal Clerk
2600 Bayshore Road
Villas, NJ 08251

With a copy to:

David Stefankiewicz, Esquire
Stefankiewicz & Belasco, LLC
111 East 17th Street, Suite 100
North Wildwood, New Jersey 08260
Facsimile No. (609) 729-0954
E-mail: dstef@sblawteam.com

Either party, from time to time, may change, add to, delete and change the address of persons to whom notices are to be sent by giving notice to the other party in the foregoing manner. Notices from a party may be given by such party's attorney.

12. MISCELLANEOUS.

12.1. Entire Agreement. This Agreement and the exhibits and schedules attached hereto constitute the entire agreement between Seller and Buyer, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Buyer unless in writing and signed by both Seller and Buyer.

12.2. Headings. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

12.3. Binding Effect. All of the provisions of this Agreement are hereby made binding upon the successors and assigns of the parties hereto. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa.

12.4. Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, unless such unenforceable provision materially affects any material covenants set forth herein or the material economic benefits intended to be realized by a party from this Agreement.

12.5. Counterparts; Faxes. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. Faxed or electronic signatures shall be accepted as original signatures for all purposes; original signature pages shall be forwarded by each party to the other at the earliest practicable date following the exchange of faxed or electronic signatures.

12.6. Applicable Law. This Agreement shall be construed under and in accordance with the internal laws of the State of New Jersey without giving effect to principles of conflicts of laws.

12.7. Authority. Each person executing this Agreement, by his or her execution hereof, represents and warrants that he or she is fully authorized to do so, however, the parties will cooperate in providing appropriate proof to the other party of the authority of the signing person to bind the party.

12.8. Further Assurances. In addition to the acts and covenants recited herein and contemplated to be performed at the Closing, Seller and Buyer agree to perform such other acts, and to execute and deliver such other instruments and documents as either Seller or Buyer, or their respective counsel, may reasonably request at Closing or subsequent thereto, but without cost to the non-requesting party, in order to effect the intents and purposes of this Agreement. The terms and provisions of this Section 12.8 shall survive the Closing.

12.9. Interpretation. The parties acknowledge that each party and its counsel have participated in the drafting of this Agreement and that the rule of construction to the effect that any ambiguities are to

be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in any amendments or exhibits thereto.

12.10. No Third Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of Seller and Buyer hereto and no other party shall have any right or claim against Seller and Buyer, or either of them, by reason of those provisions or be entitled to enforce any of those provisions against Seller and Buyer hereto, or either of them.

12.11. Provisions to Survive Closing. Any and all of the provisions of this Agreement which expressly require or specifically provide for the performance or liability of either party hereto following the Closing or earlier termination of this Agreement shall survive the Closing and the delivery of the Deed to Buyer, or such termination, as the case may be. Except for the foregoing, no other terms and provisions shall survive the Closing or termination of this Agreement.

12.12. No Attorney Review Period. This Agreement was drafted by attorneys at law. It creates a binding contract when executed, without regard to any period for attorney review and/or cancellation thereafter.

12.13. Assignment. Buyer may assign this Agreement to a corporate, or limited liability company or partnership nominee.

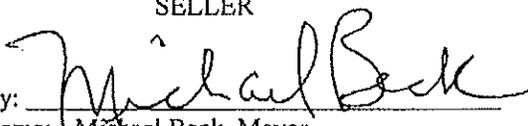
12.14. No Recording. This Agreement nor a memorandum thereof may not be recorded in any repository of public records.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seal the day and year first above written.

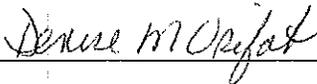
Witness:



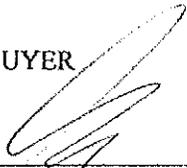
SELLER

By: 
Name: Michael Beck, Mayor
Township of Lower

Witness:



BUYER

By: 
Name: Eustace Mita