

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

RESOLUTION #2026-144

Title: **A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND MICHAEL MAJANE, LOWER TOWNSHIP DEPUTY CHIEF OF POLICE**

WHEREAS, extensive negotiations were conducted by the Township Manager and Labor Counsel with Lower Township Deputy Chief of Police Michael Majane; and

WHEREAS, the parties have reached an agreement; and

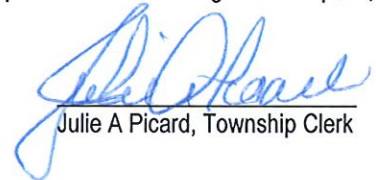
WHEREAS, the Township Manager and Labor Counsel recommend the Township Council's approval of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the attached Agreement between the Township of Lower and Michael Majane, Lower Township Deputy Chief of Police is hereby approved.

BE IT FURTHER RESOLVED that the Mayor, Township Manager and Township Clerk are hereby authorized and directed to execute the Agreement attached hereto on behalf of the Township.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
WAREHAM							X
ROY		X	X				
COOMBS			X				
SIPPEL			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 April 6, 2026


Julie A Picard, Township Clerk

AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER
AND
MICHAEL MAJANE
THE DEPUTY CHIEF OF POLICE
OF THE TOWNSHIP OF LOWER

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THE TOWNSHIP OF LOWER AND THE DEPUTY CHIEF OF POLICE OF
THE TOWNSHIP OF LOWER

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**EMPLOYMENT CONTRACT BY AND BETWEEN
THE TOWNSHIP OF LOWER AND THE DEPUTY CHIEF OF POLICE OF
THE TOWNSHIP OF LOWER**

THIS AGREEMENT dated _____, 2026 is by and between the **Township of Lower**, a municipal corporation of the County of Cape May, State of New Jersey, (herein after referred to as the “**Township**”) and **Michael Majane**, of Del Haven, New Jersey 08251, (herein referred to as “**The Deputy Chief**”).

RECITALS

WHEREAS, the Township and the Deputy Chief wish to continue this relationship for the foreseeable future upon terms deemed acceptable to both parties;

WHEREAS, the parties further seek to memorialize the terms of this employment relationship in writing; and

NOW THEREFORE the parties agree as follows:

ARTICLE 1

EMPLOYMENT: The Township agrees to employ **Michael Majane** as the Deputy Chief of Police of the Township of Lower Police Department, during good behavior and in accordance with New Jersey State Statute and New Jersey Civil Service Regulations subject to the terms and conditions of employment set forth in this agreement.

ARTICLE 2

MANAGEMENT RIGHTS: The Township hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it prior to the signing of this agreement, by the laws and constitution of the State of New Jersey and of the United States, except those limited by the specific and expressed terms of this agreement and then only to the extent that such specific and expressed terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

ARTICLE 3

DUTIES AND RESPONSIBILITIES OF THE DEPUTY CHIEF: The Deputy Chief shall perform his duties in a diligent manner in conformance with New Jersey State Statutes in compliance with Township ordinances and the regulations and policies established by the New Jersey Attorney General's office. The Deputy Chief shall perform all duties assigned by the Chief of Police

ARTICLE 4

WORK WEEK: The position of Deputy Chief is a salaried position compensated pursuant to the salary paragraph in this contract.

This shall mean that the Deputy Chief shall dedicate himself to performing his duties without respect to a specific minimum or maximum number of hours worked per day of each week.

However, the Deputy Chief shall work on average a minimum of 40 hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands, or other factors. All parties endorse a policy of flexibility which allows the Deputy Chief to adjust normal working hours as conditions require to include all hours which enable the Deputy Chief to complete routine duties of his office and to perform special duties as assigned, attend meetings as assigned, to work hours as required in order to complete critical work tasks or handle emergency conditions as they arise.

Prior to scheduling any time off, the Deputy Chief shall make every effort to coordinate with the Chief of Police to ensure sufficient leadership is available if/when needed.

ARTICLE 5

SICK LEAVE: The Deputy Chief shall be entitled to utilize accumulated sick leave as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract.

ARTICLE 6

INJURY LEAVE: The Deputy Chief shall be entitled to injury leave as provided for in the current Township Police Superior Officers' Collective Bargaining Contract.

ARTICLE 7

FUNERAL LEAVE: In the event of the death in the Deputy Chief of Police's immediate family, the Deputy Chief of Police shall be given five (5) days leave

with pay for a family member within the State of New Jersey and seven (7) days leave with pay if not within the State of New Jersey.

Immediate family shall mean spouse, sibling, child or grandchild, parent, parent-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

ARTICLE 8

VACATION DAYS: The Deputy Chief shall be entitled to vacation days as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract.

Vacation time carried forward must be used by December 31st of the following year.

ARTICLE 9

HOLIDAY TIME: The Deputy Chief shall be entitled to the same holidays as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract.

ARTICLE 10

PERSONAL DAYS: The Deputy Chief shall be entitled to the same number of personal days as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract. (Such personal days shall not accumulate from year to year.)

ARTICLE 11

MEDICAL INSURANCE, HEALTH, AND EYE EXAMINATION PLAN:

1. The Deputy Chief shall have the same medical insurance, health, prescription, dental and eye examination coverage as specified in the then current Township Police Superior Officers' Collective Bargaining Contract.
2. Upon retirement the Deputy Chief of Police shall be entitled to receive retiree health, dental, prescription and eye insurance coverage consistent with the then current Township of Lower Police Superior Officers' Collective Bargaining Contract as of the date of his retirement, as though the Deputy Chief of Police was a retired member of that unit. Upon his death, his spouse will receive health, dental and eye insurance coverage along with the

drug prescription plan as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract as of the date of his retirement, as if the Deputy Chief of Police were still living so long as she does not re-marry.

3. Upon reaching the age of sixty-five (65) years or age or whenever the retired Employee is first eligible for Medicare, the Township shall provide to the Deputy Chief health benefits in accordance with the health benefits provided to retirees age sixty-five (65) or whenever the retired Employee is first eligible for Medicare as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract as of the date of his retirement.

ARTICLE 12

CLOTHING ALLOWANCE:

1. The Deputy Chief of Police shall not receive a clothing allowance.
2. It shall be left to the professional discretion of the Deputy Chief of Police as to when he should wear a formal or informal uniform or plain clothes unless otherwise directed by the Chief of Police.

ARTICLE 13

PERSONAL CAR:

1. Due to the nature of the employment conditions of the Deputy Chief of Police, the Township agrees to supply the Deputy Chief with an unmarked automobile to be used for police work and limited personal use. The make and model of the automobile shall be determined by the Township however, it shall be a full size four door car or SUV and shall be equipped with such safety equipment as needed for police work.
2. There shall be no limit on the use of the vehicle for police work or anything associated with police work, such as attending meetings, in-service training, conferences, and any other traveling needed to carry out the duties of the Deputy Chief.
3. The Township shall pay all expenses for the operation and upkeep of the vehicle such as car insurance, tires, gas, oil changes, etc.
4. The vehicle shall not be used by anyone other than the Deputy Chief of Police except that the Deputy Chief of Police may designate other members of the police department as appropriate, to use the vehicle for a designated police purpose.

ARTICLE 14
COLLEGE CREDITS:

The Deputy Chief of Police shall no longer be entitled to payment for college credits.

ARTICLE 15
COMPENSATION:

During the terms of this Agreement the Deputy Chief shall receive the following base wages:

1/1/2026 \$181,740.79

The Parties agree to meet and discuss in good faith the terms of this contract (90) days prior to the expiration of this Agreement, the terms and contractual obligations for a potential agreement covering the subsequent contract year.

ARTICLE 16
LONGEVITY PAY INCREASES:

The Deputy Chief of Police is not entitled to Longevity Pay.

ARTICLE 17
RETIREMENT:

The Deputy Chief shall retain all pension rights under New Jersey Law. Upon retirement, the Deputy Chief shall receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of 180 days and subject to any statutory cap or limitation. The Deputy Chief may elect that such payments be made over two (2) budget years prior to the Deputy Chief's 25th year of service and/or retirement date. Just prior to retirement, an Employee shall receive in a lump sum, all unused vacation time which had accumulated in the year of retirement and immediately preceding calendar year, together with all compensatory or other time off due him, or the time off at the Employees' option but, in either case, subject to approval of the Chief of Police and the Township Manager. If the lump sum option is not approved, the Employee shall be paid the amount due in equal monthly installments over a period not to exceed 12 months.

ARTICLE 18
LEGAL DEFENSE:

1. The Township shall supply the Deputy Chief of Police with necessary legal advice and counsel in the defense of legal claims filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. A

selection of an attorney may be made by the Deputy Chief of Police subject to the approval of the Township and such approval shall not be unreasonably withheld by the Township. The Township shall similarly be responsible for indemnification and counsel, in connection with all claims including compensatory and punitive damages for actions filed subsequently to the expiration of this agreement.

2. In the event that the Deputy Chief of Police utilizes counsel other than that supplied by the Township, the fees and costs shall be agreed upon by the attorney and the Township prior to the attorney performing such services.

ARTICLE 19

PROFESSIONAL DEVELOPMENT/LAW ENFORCEMENT CONFERENCES

The Deputy Chief shall be considered to attend and be compensated for his regular salary to attend schools, seminars, conferences, or in-service training conducted or sponsored by the International Association of Chiefs' of Police, the New Jersey State Association of Chiefs' of Police, the New Jersey State Police, the Federal Bureau of Investigation, or any other educational program of a management or supervisory nature provided that the same is approved by the Township Manager in advance. All expenses such as travel, room, food, tuition, special clothing, books, or any other charges connected with these educational programs, must be approved in advance by the Township Manager. The professional development mentioned above will be considered on a case by case basis and in some circumstance approved based on the absence of the Chief. All requests must be approved by the Township Manager.

ARTICLE 20

NON-PRECEDENT:

This contract shall not be interpreted or used as a guide or benchmark for any other employment contract or terms and conditions of any other employee including Collective Bargaining Agreements and shall not be deemed an increase in salary given to all other municipal Officers and employees.

ARTICLE 21

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT:

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Township Ordinances or the then current Township Police Superior Officers' Collective Bargaining Contract however, the parties agree that unless a benefit is

specifically referred to in this agreement, the Deputy Chief will not be entitled to the benefit.

ARTICLE 22

ENTIRE AGREEMENT:

This agreement represents and incorporates the complete and final understanding between the parties on all issues which form the subject matter of this contract.

ARTICLE 23

SEPARABILITY AND SAVINGS AND APPLICATION:

If any provision of the Agreement or any application of this Agreement to said employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

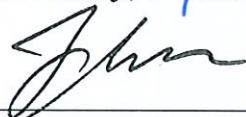
ARTICLE 24

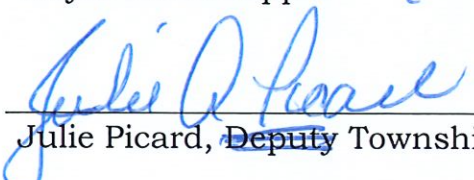
TERM: The term of this Agreement shall commence on January 1, 2026 through December 31, 2026, no separation of the Deputy Chief shall occur except under the requirements of the State of New Jersey Statutes and the New Jersey Civil Service Regulations. The terms of this Agreement may only be modified by the mutual consent of the parties.

IN WITNESS THEREOF, the parties hereto have caused this document to be properly signed and sealed this 6 day of April, 2026.

BY: Michael Majane  3-23-26
Michael Majane, Deputy Chief of Police

BY: Michael Laffey  3/24/26
Michael Laffey, Township Manager

BY: John 
Mayor Frank Sippel

BY: Julie Picard 
Julie Picard, Deputy Township Clerk