WORKSESSION/REGULAR MEETING OF THE DENNIS TOWNSHIP COMMITTEE - MAY 07, 2013 – 7:00 P.M.

Meeting called to order.

Opening Announcement
Pledge of Allegiance & Moment of Silence/List of the Fallen
Roll Call & Determination of Quorum

Work Session:

Discuss the Request for Waiver of the Performance Guarantee associated with the South Seaville United Methodist Church Construction Project.

Discuss the Vandalism at the Recreation Complex.

Discuss Conducting MVR Checks on Municipal Employees and Volunteers that operate municipal vehicles and fire company vehicles.

Discuss the use of Experience Works, Inc. Program to fill the need of various services.

Discuss Assembly Bill Nos. A-2756 & A-1196.

Discuss preliminary results of the Municipal Energy Procurement bids.

Presentation:

Representatives of the Borough of Avalon will be present to extend their thanks to the Ocean View Volunteer Fire Company for their role in backing up the Avalon Fire Company.

Public Comment on Agenda Items:

Review of Consent & Regular Agenda Items:

Consent Agenda

Res. #2013-75	Authorizing the Budget to be Read by Title only at the Hearing.
Res. #2013-76	Authorizing the Hiring of Seasonal Part-Time Employees for the Recreational Summer Camp Program.
Res. #2013-77	Authorizing a Refund of a Tax Overpayment on Block 88.03, Lot 2.

Res. #2013-78	Authorizing the Refund of a Planning/Zoning Escrow Fee.
Res. #2013-79	Opposing Assembly Bill No. A-2756 (possible adoption after discussion).
Res. #2013-80	Opposing Assembly Bill No. A-1196 (possible adoption after discussion).
Res. #2013-81	Authorizing the Purchase of Energy Generation Services for Public Use via an Online Reverse Auction with Commercial Utility Consultants, Inc. (possible adoption after discussion).

Regular Agenda:

Ord. #2013-02	An Ordinance of the Township of Dennis, County of Cape May, and State of New Jersey Entitled the Calendar Year 2013 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A:4-45.14). (For public hearing and second reading).
Res. #2013-82	Adopting the 2013 Municipal Budget.
Res. #2013-83	Certifying that the 2013 Municipal Budget has met the Necessary Requirements in Accordance with N.J.A.C. 5:30-7.6a & 7.6b.

Motion for the Bills

Motion authorizing the payment of the bills, providing that proper vouchers have been filed and that funds are available. **General Account $**

Administrative Reports

Municipal Clerk's Report	April, 2013
Registrar's Report	April, 2013
Construction Official's Report	April, 2013
Engineer's Report	05/07/2013

General Public Comments

Committee Comments

Adjournment

Jackie Justice

From: Jim Pickering [picklaw@comcast.net]
Sent: Wednesday, May 01, 2013 11:09 AM
To: Jackie Justice
Cc: Mark Gibson
Subject: Agenda Item Request - South Seaville United Methodist Church

Jackie,

I am the chairman of the Board of Trustees of the South Seaville United Methodist Church. We are about to award a contract and to begin construction; our anticipated groundbreaking date is June 2, 2013. We appreciate the support that Township Committee has given us to date; I come once again hat in hand.

The engineers estimate for the site work is $100,000.00. With the additional 20%, we would be required to post a bond or other performance guarantee in the amount of $120,000.00.

We also would have to post as much as 5% for inspection fees / escrow.

Finally, at the end of the project, we would have to post a maintenance guarantee for 15%.

(For your reference, this is all located in NJSA 40:55D-53.)

Providing these guarantees and the inspection fees was money that we were hoping to spend on the building. We are therefore asking that the Township Committee waive the guarantee requirements.

Let me tell you about the project so that Township Committee will feel comfortable granting this request. First, the money to pay the cost of construction and the site work is in the bank. Second, almost all of the site work is at the beginning of the project; Township Committee can feel secure that the site work is going to get done and that there will be money to pay for it. Third, none of the site work issues impact any public infrastructure. We are not doing any new curb cuts, we are not connecting to any drainage. All of the site improvements are on our site, and do not impact our neighbors property or public infrastructure. For these reasons, we do not believe that the performance guarantee and the maintenance guarantee are necessary. We therefore ask that the guarantee requirements be waived by Township Committee.

We are not asking that you waive the inspection fees. We understand that the Township would want our work inspected by its engineer, and have no problem paying him or her. The statute allows us to post just 50% of the required amount of the fees to start because the entire amount is less than $10,000. We will post that first 50%, and hope that it is sufficient for the entire project, as we believe that the site work is very limited in scope. If it is not, we will post the remainder.

If there are any questions, please do not hesitate to contact me or Mark Gibson. Mark is the Chairman of our Building Committee, and his firm has also done all of the site plan work.

We can come to a Township Committee to make a presentation if necessary.

We greatly appreciate Township Committee's kind consideration of our request.

Please forward this to Township Committee members and to any other official you feel appropriate.

Jim

James H. Pickering, Jr., Esquire

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January 2013

Conducting MVR Checks

Do you know who's behind the wheel of your municipal vehicles? As an employer you have the right and the responsibility to know that the persons operating motor vehicles on behalf of your municipality have a valid license and acceptable driving record.

Drivers with a history of violations and accidents in their personal vehicles are not going to change their driving habits just because they are driving your vehicle. Checking the license and driving record of prospective new and existing employee drivers will help identify possible problems before they result in serious accidents.

It is the JIF's recommendation that MVRs (Motor Vehicle Records) be obtained and reviewed once a year on all full time, part time or seasonal employees and volunteers who drive a municipal or personal vehicle on municipal business. MVR's should be reviewed on new employees before they are assigned to drive municipal vehicles. Before approving a "Blue Light" application, we recommend reviewing the driver's MVR. Here are answers to some frequently asked questions:

IS IT LEGAL TO OBTAIN MVR'S?

The legal opinion is that the Employer can order MVRs on their employees under the Federal Driver's Privacy Act (effective 9-13-97). The Act defines "permissible uses" [of an MVR] as including one, but not limited to the following:

a) For use by any governmental agency...in carrying out its functions...
b) For use by any insurer or insurance support organization or by a self-insured entity...in connection with claims investigation activities, antifraud activities rating or underwriting.
c) For use in the normal course of business... only to verify the accuracy of personal information submitted to the business...
d) For use by an employer ... to obtain or verify information relating to a holder of a commercial drivers license (CDL) that is required under Chapter 313 of Title 49.

WHO SHOULD OBTAIN THE MVR ABSTRACTS?

You should designate one or two authorized people to order the MVRs from the Motor Vehicle Commission as described in this bulletin. This can be the Clerk, the Administrator, a Human Resource representative or the Police Chief. Whoever it is must understand that they are not to share the information with unauthorized individuals. Someone in authority, who is capable of enforcing the policy, should review the MVRs and take any necessary action. ***Remember, these are confidential reports.*** To respect individual privacy rights, MVRs should only be obtained through the New Jersey Motor Vehicle Commission, not through local Police Department resources or by Insurance Risk Consultants.

WHAT ABOUT VOLUNTEERS AND SEASONAL EMPLOYEES?

You should ensure that all full time, part time or seasonal employees and volunteers who are driving municipal vehicles or personal vehicles on municipal business are aware of this policy. The policy must be enforced consistently and without discrimination.

This bulletin is intended for general information purposes only. It should not be construed as legal advice or legal opinion regarding any specific or factual situation. Always follow your organization's policies and procedures as presented by your manager or supervisor. For further information regarding this bulletin, contact your Safety Director at 877.398.3046.

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HOW DO I ORDER MVRS?

New Jersey Municipalities and/or Authorities can order MVR abstracts from the NJ Motor Vehicle Commission (NJMVC). If you ***are ordering less than 25 MVRs per year and your town has not received notification from the NJMVC of the new CAIR system then you are still eligible to request MVRs by mail. Mail your request on municipal / authority letterhead to New Jersey Motor Vehicle Commission, Business and Government Services, 225 East State Street, 3rd Floor East Wing, P.O. Box 122, Trenton, New Jersey 08666-0122. (609) 292-4572. Faxed requests WILL NOT BE ACCEPTED. If you have any questions please call 609-292-4572.***

Municipalities requiring more than *25* MVRs will need to establish a CAIR account by applying on-line at www.NJMVC.gov/CAIR. There is a $150.00 annual fee. This allows the municipality to request up to 5000 MVR in the year.

HOW DO I EVALUATE INFORMATION ON THE MVR?

Here is a **sample policy for evaluating MVR information.** It is up to each municipality / authority to establish their evaluation system. Be sure to apply standards consistently among all drivers.

Acceptable: No moving violations and/or preventable accidents over the last 36 months. **Marginal:** Up to 2 moving violations and/or preventable accidents in the last 36 months. **Probation**: Up to 3 moving violations and/or preventable accidents within the last 36 months.

Unacceptable: More than 3 moving violations and/or preventable accidents within the last 36 months, or more than 2 moving violations and/or preventable accidents within the most recent year, or **any** of the violations listed below:

- Driving while under the influence (DWI or DUI)
- Leaving the scene of an accident
- Reckless driving violations
- Homicide or assault through the use of a motor vehicle
- Drivers who currently have a revoked or suspended license
- Attempting to elude a police officer

All employees and their spouses authorized to drive vehicles owned, leased, or controlled by the municipality or their personal vehicles to conduct business on behalf of the municipality should have their MVRs reviewed annually and prior to entrustment of a vehicle.

Drivers with acceptable, marginal or probation grading ***may*** be allowed to operate municipal vehicles or their personal vehicles to conduct business on behalf of the municipality.

Drivers with marginal or probation grading should have their MVRs reviewed more frequently: semiannual or quarterly reports are recommended. Additional violations or accidents may result in suspension of driving privileges.

Drivers with unacceptable driving records will not be permitted to operate a municipal vehicle or their personal vehicle to conduct business on behalf of the municipality.

If an accident is shown on an MVR, it is assumed to be an "at-fault," chargeable accident. Any change to such a classification will be made only upon receipt of a police report or ruling from the Accident Review Panel showing that the driver in question was not at fault.

Please contact your Risk Control Consultant or JIF Safety Director if you have any additional MVR questions.

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Partnership Agreement

I. PARTIES This is a PARTNER AGREEMENT between:

Experience Works, Inc, - Patricia Greene,
Burlington, Camden, Gloucester, Salem, Cumberland and Cape May
NJ State Employment & Training Coordinator; Certified Job Developer
275 N Delsea Drive, 2nd Floor, Vineland NJ 08360
Telephone: (609) 742-7121 Fax: (856) 696-6572
Email: patricia_greene@experienceworks.org
and

Company Name _____(hereinafter referred to as Party B)
Address _____
_____
Telephone: _____ Fax: _____
Email: _____@ _____

The information in Section I may be updated as necessary by giving written notice to all parties.

II. PURPOSE AND SCOPE

The purpose of this PARTNER AGREEMENT is to identify the roles and responsibilities of each party as they relate to the provision of services to economically disadvantaged older workers in need of support services, community service work experience opportunities, training, and employment.

In particular, this PARTNER AGREEMENT is intended to establish community collaboration in providing services to these older workers through a team approach to case management and to stimulate the enhancement or development of effective service delivery systems that will address the complex problems facing older Americans who want and need to work, such as food, transportation, medication, training, job search assistance, counseling, and other challenges.

III. RESPONSIBILITIES UNDER THIS PARTNER AGREEMENT (PARTY A)

Develop an employment plan tailored to meet the individual needs of each older worker to develop, define and execute clear strategies and obtainable goals for supportive services, training, employment and retention of employment.

- Provide on the job and/or classroom training as determined in the employment plan, giving the older worker an opportunity to gain the skills needed to qualify for jobs currently available in the community.
- Assess job readiness at least twice annually, if needed, update his/her

employment plan.

- Stimulate the development of effective service delivery systems including utilizing JobReady, Experience Works online training, creating opportunities to gain new and updated existing skills with more than 400 courses offered, including: Essential Computer Skills, Customer Service Skills, Personal and Team Work Skills, Job Readiness and Job Retention, Living with Technology, Money Management Fundamentals, Personal and Health Management, etc.
- Enhance each individual's job search success by providing Job Club and/or job coaching to develop or update a resume, improve interviewing skills, encourage a winning attitude and learn the basics on how to best present his/her talents and expertise and get the job.
- Coordinate with local charities and businesses to make clothing available for job interviews, as well as clothing and tools for the job (steel toed shoes, uniforms, tools, etc.).
- Coordinate services to meet the physical needs of each individual in order to increase his/her opportunity to get a job including: eyeglasses, dental needs, etc.
- Provide information about supportive services and work with local organizations that can provide the services such as food stamps, clothing, furniture, dental repair, hearing aide, glasses, etc.
- Evaluate and coordinate transportation needs.
- Provide on-going support to each individual throughout the training-to-employment process.
- Monitor each employed individual to improve job retention.
- Administer applicable grants, taking the responsibility to meet or exceed all requirements, as well as maintaining any and all documentation.

IV. RESPONSIBILITIES UNDER THIS PARTNER AGREEMENT (PARTY B)

Partner ( ) will accept referrals from Experience Works and provide service that include but are not limited to:

- _____.
- _____.
- _____.
- _____.
- _____.
- _____.
- _____.
- _____.

V. UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

Modification of this PARTNER AGREEMENT must be made by mutual agreement and understanding as evidenced in writing. This PARTNER AGREEMENT may be modified at any time by written agreement of the parties. Any modification must be in writing,

signed and dated by all parties to be valid.

Termination: Any party may withdraw from this PARTNER AGREEMENT by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown in Section 1 of this PARTNER AGREEMENT and to the contract person so listed, including the persons added through any information updates received by the parties pursuant to

Section 1.

VI. FUNDING

This PARTNER AGREEMENT does not include the reimbursement of funds between the two parties.

VII. EFFECTIVE DATE AND SIGNATURE

This PARTNER AGREEMENT shall be effective upon the signatures of authorized officials for Parties A and B. It shall be in force for 24 months from the date of the signed PARTNER AGREEMENT.

Parties A and B indicate agreement with this PARTNER AGREEMENT by their signatures.

Signatures and dates:

For Experience Works

_____
Employment and Training Coordinator

Date _____

Company:_____

_____
Authorized Signatory

Date_____

HOST AGENCY ORIENTATION CHECKLIST

Describe the purpose of the Experience Works Senior Community Service Employment Program:

- ☑ The purpose is help participants set employment goals, receive training & experience, & obtain a job off the program.
- ☑ The SCSEP is not a job; it is a training program that is a stepping-stone to real employment with higher wages, benefits and opportunities for advancement.

Summarize how the Experience Works SCSEP operates:

- ☑ Participants work with staff to put together a plan about how they will get a job off the program.
- ☑ The plan reflects participant interests, training needs, realistic job opportunities available in the area, and the types of services Experience Works can provide through the SCSEP and community partnerships.
- ☑ While enrolled, participants must obtain skills (either at a host agency or in classroom training) and also always look for job opportunities or follow-up on job leads.
- ☑ Participants receive job search assistance from Experience Works and Host Agency staff and from their local One-Stop Service Center.
- ☑ All participants should be registered with the one-stop, attend workshops, and regularly check for job openings.
- ☑ Our field staff provide support, coordinate training plans, help develop jobs, and assist participants to achieve their goals.

Describe what participants will be doing in training:

- ☑ Once participants decide what specific type of employment they want, a training plan is developed that outlines the skills they will need to learn at their host agency.
- ☑ In addition to learning skills, the host agency assignment is helpful because it provides experience, builds confidence, and establishes a track record for a resume, and references.
- ☑ Participants may also go to other training that is needed to help them get a job, such as reading or math refresher classes, GED training, or English as a Second Language. Other participants may need special training for jobs they want to do and may receive training such as keyboarding, computer, Certified Nurses Aide, or Commercial Driver's License training.
- ☑ Once participants have achieved their training plan, they should be ready to get a job.
- ☑ If they don't have a job, the staff and participants discuss what additional services may be needed, and next steps. Next steps may include developing a new training plan or determining that the SCSEP services are not suitable for them and the participant may be exited from the program.
- ☑ The length of time on the program varies for each participant and is based on individual training needs.
- ☑ The number of Host Agencies and training sites varies for each participant and is based on individual training needs.

Explain the role of the Host Agency and the Host Agency Supervisor:

- ☑ Host Agency Supervisors provide an enormous service to their community and to the participant they train.
  Thank you!
- ☑ Most participants also provide a valuable service to their host agency through the tasks they perform. Their ultimate goal however, is to continue to learn and gain the skills they need to get a job off the program.
- ☑ Because low-income older individuals need more than the program can offer, we partner to help them achieve their goals.
- ☑ Host Agency supervisors and staff can help participants by providing needed support and skills training and ongoing supervision by reinforcing the SCSEP is a training program and by encouraging participants to find employment off the program.
- ☑ Participants may be referred to other training while still assigned to the host agency to supplement their training. They may also go to the one-stop and go on job interviews. Host Agency supervisors will receive prior notice if the participant's schedule changes or if they will be absent.
- ☑ In the unlikely event that a participant is absent from the assignment without prior notification, please contact the field staff.
- ☑ When a participant has learned all there is to learn on their assignment they may receive upgraded training at the host agency, or may be transferred to another host agency, get a job off the program, or leave the SCSEP.
- ☑ Whenever possible, host agencies are encouraged to hire participants for open positions for which they qualify.
- ☑ Host agencies can also help participants by referring them to positions they know are available in the community and provide references.
- ☑ Host agencies can also provide additional support to Experience Works by promoting the program with their peers and employers in the community, cosponsoring special events, or providing in-kind or direct support to the program.
- ☑ Whenever host agency supervisors would like to discuss the progress of the participant assigned to their agency, they should contact the field staff.

Customer Service and Satisfaction:

- ☑ We strive to provide the best possible services to our participants and community partners. If you have any questions or comments, please call the field staff or the Multi-State Office.
- ☑ You may receive a customer satisfaction survey from the Department. If you do, please take a moment to complete the survey and return it in the stamped, self-addressed envelope.

Review Experience Works SCSEP Policies and Procedures:

- ☑ The policies and procedures are outlined in the calendar/handbook. Staff should review the relevant pages of the handbook with the Host Agency supervisor and give him or her a copy for future reference.

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SCSEP HOST AGENCY AGREEMENT

State _____

County _____

Name of Host Agency			Host Agency Type ☐ Federal ☐ State ☐ Local ☐ 501(c)(3)	
Address	City		State	Zip
Telephone	Fax	Email		FEIN

A. **PURPOSE:** Host Agency and Experience Works enter into this Agreement for the purpose of joint engagement in the Senior Community Service Employment Program (SCSEP), in order to provide public benefit by providing training and work experience for SCSEP participant(s) while at the same time performing valuable community services. Host Agency agrees to provide meaningful work experience and training to participant(s) in exchange for federally subsidized hours of participant(s) assigned to Host Agency by Experience Works for community service. Host Agency agrees to support SCSEP objectives by actively providing training, supporting older workers, and, if possible, hiring participant(s) in permanent employment position(s). Host Agency has no right to participant assignment and Experience Works may reassign participant(s) and/or participant position(s) at any time in accordance with SCSEP rules, regulations, and polices.

B. **HOST AGENCY RESPONSIBILITIES:** Host Agency agrees to:

1. **Training Assignment:** Provide community service assignments for participant(s) commensurate with his/her abilities and skills, in accordance with participant(s) Training Assignment(s). Assist Experience Works in developing Training Assignment(s) for participant(s), which shall be attached and incorporated herein, and shall contain a description of assignment, duties and responsibilities, and training schedule, including hours per week, timeline and anticipated completion date. Immediately report and coordinate any changes in training duties or responsibilities with Experience Works and assist in amending Training Assignment(s) accordingly. All Training Assignments must be approved and authorized by Experience Works before performance by participant(s).

2. **Schedule and Authorized Hours:** Assure participant schedule(s) complies with number of hours specified in participant Training Assignment and that participant(s) is permitted to train twenty (20) hours per week, unless more or less hours are authorized in advance by Experience Works. Host Agency shall not permit participant(s) to or perform community service for any hours not in accordance with those expressly authorized by Experience Works or to volunteer hours. In the event that participant performs community service in excess of authorized hours, or permits participant to return to community service training assignment after being on Leave Without Pay (LOWP) for more than thirty (30) days without prior authorization from Experience Works, Host Agency shall compensate participant(s) for such time. In addition, Host Agency understands that in order to be eligible for SCSEP, participant(s) must be unemployed; therefore, Host Agency agrees and shall not maintain participant(s) on its payroll except upon permanent employment. Host Agency agrees to release Experience Works from liability for all wages, conduct, occurrences, or injuries occurring outside of authorized participant schedule(s) or scope of Training Assignment.

3. **Supervision and Training / Performance Evaluations:** Provide participant(s) with orientation, day-to-day direct supervision, instruction, and training at no cost to Experience Works (other than for subsidized hours performed by participant(s)). Follow policies, procedures, and practices established by Experience Works for the operation of SCSEP, including those in SCSEP Calendar Handbook. Meet with Experience Works representatives at least annually to discuss participant(s) performance and Host Agency responsibilities. Immediately report participant performance problems, failure to follow training schedule, absence without leave (AWOL), and any other like matters. Immediately notify Experience Works of change of Host Agency participant supervisor. Host Agency Supervision hours reported as SCSEP In-kind Contributions cannot be used as a match for other federal programs.

4. **Time and Attendance Reports:** Accurately record and report actual time and attendance of participant(s). Verify participant(s) time in training by signing participant time sheet(s) in ink and timely submit to Experience Works. Participant(s) and Host Agency supervisor must initial corrections to time sheets. Host Agency understands that inaccurate time and attendance reports may be a violation of False Claims Act, 31 U.S.C. §3729.

5. **Reports:** Report on a bi-weekly basis on participant time sheets a true and accurate statement of hours of participant supervision or other costs contributed to SCSEP by Host Agency. Host Agency understands that inaccurate supervision or contribution reports may be a violation of False Claims Act, 31 U.S.C. §3729. When requested, appropriate or necessary, report participant performance, training progress, and community service accomplishments. Immediately report participant requests for disability accommodation, any complaints of discrimination, and accidents.

6. **Equipment and Supplies:** Furnish any tools, equipment, supplies, and safety training and equipment, and preparation and training required to perform participant's assignment with the Host Agency at no cost to Experience Works.

7. **Health Screening / Supportive Services:** Assist in securing an annual health screening for participant(s), at reduced or no cost, if requested by participant(s). Assist in furnishing supportive services to participant(s) as needed to carry out their community service training assignment.

8. **Safe Training Site / Accidents:** Provide participant(s) with training site that is safe, healthful, free of drugs and alcohol, and follow all laws governing workplace safety. Immediately report all assignment-related accidents by contacting Experience Works within 24 hours, completing a supervisor's accident report, and providing all requested follow-up.

9. **Experience Works Training / Participant Job Search Activities:** Permit participant(s) to attend meetings and training required or provided by Experience Works. If consistent with Host Agency policy, assist with transportation or travel reimbursement for participant(s). Host Agency shall endeavor to attend Experience Works training sessions. Support participant(s) job search activities by permitting leave for interviews, providing referrals, references, and, if possible, job offers.

C. **NONDISCRIMINATION:** Host Agency shall comply with all Federal and state nondiscrimination laws and shall not subject participant(s) to discrimination based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law. Host Agency shall make any accommodations required by the Americans with Disabilities Act, 42 U.S.C. §12101, and adhere to confidentiality requirements of the Act. This provision is not intended to create third party beneficiaries or confer contractual rights on any third party.

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SCSEP HOST AGENCY AGREEMENT PART TWO

State _____

County _____

D. INSURANCE: If participant duties include driving, Host Agency shall maintain automobile liability insurance in the amount of at least $100,000 per person, $300,000 per accident for bodily injury, and $25,000 per accident for property damage (or a combined single limit of at least $300,000) and name Experience Works and the participant(s) as an additional insured while engaged in the performance of their training assignments. Applicable statutes will govern the limits of liability for Federal, state, and local government Host Agencies.

E. PRIVACY ACT: All participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.

F. RECORDS RETENTION AND ACCESS: Host Agency shall maintain all records, including original or copies of participant(s) time sheets, relating to this Agreement for a period of four years. Host Agency shall retain original participant(s) time sheets if faxed to Experience Works for payment. Experience Works or the U.S. Dept. of Labor, through any authorized representative, shall have access to and the right to examine all records related to this Agreement.

G. MAINTENANCE OF EFFORT / NEPOTISM / POLITICAL PATRONAGE AND ACTIVITIES: Assignment of participant(s) shall not displace existing workers or decrease existing contracts for services, including partial displacement by reducing hours or employment benefits, laying off, or requiring participant(s) to perform work of persons on layoff, or result in substituting federal funds for other funds in connection with work that would otherwise be performed. Participant(s) shall not be assigned to a Host Agency where a member of participant's family is engaged in a decision-making capacity, whether paid or unpaid, at the Host Agency. Host Agency shall not favor or discriminate against a participant(s) based on political affiliation. Participant(s) shall not be permitted to engage in partisan or non-partisan political activities during training assignment hours.

H. LIMITATION OF LIABILITY/HOLD HARMLESS: Experience Works does not conduct criminal background checks on participants, nor does it agree to indemnify or accept any responsibility or liability therefore. Host Agency agrees that Experience Works evaluation and assessment of participants are not designed to ascertain criminal background information. Host Agency is solely responsible for investigating participant background and payment of any associated cost. If participant(s) is/are permitted by Host Agency to handle cash, negotiable instruments or securities, or other valuables as part of the Training Assignment duties, Host Agency shall hold Experience Works harmless from any claims for lost of cash, negotiable instruments or securities, or other valuables. Host Agency agrees to hold Experience Works harmless from any liability resulting from the conduct of Host Agency employees and representatives and for any acts or omissions arising out of supervision or training of participant(s). Applicable statutes will govern the limits of liability for Federal, state, and local government agencies.

I. TERMINATION: Either party may terminate this Agreement at any time for any reason upon notification to the other party.

J. AMENDMENT: Any amendment, modification, or addendum to this Agreement, including changes or modifications to Training Assignment(s), must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to Host Agency or any changes being performed.

My signature acknowledges that I have received orientation.

HOST AGENCY REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE
EXPERIENCE WORKS REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE

Rev. 9/04

ExperienceWorks

Formerly Green Thumb

Senior Community Service Employment Program

Host Agency Orientation Record

State _____ County_____

Host Agency Name _____

Instructions: Provide a full orientation to a host agency supervisor when a participant is initially assigned to the agency or when a supervisor changes; provide annual refresher orientations thereafter. Full orientation includes review of all topics listed on this document, the handbook content of the Experience Works Calendar/Handbook and the Orientation Presentation easel. Policies and procedures are outlined in the Experience Works Calendar/Handbook, which should be reviewed with the host agency supervisor; leave a copy for future reference.

☐ **Senior Community Service Employment Program (SCSEP) Goals and Objectives:** The SCSEP has dual goals: to promote useful opportunities in community service activities and to move participants into unsubsidized employment so they can achieve economic self-sufficiency.

☐ **Purpose of Community Service Assignments:** The SCSEP helps unemployed older individuals who have poor employment prospects by placing them in part-time temporary job training through community service assignments. The purpose of a community service assignment is to provide meaningful training through work experience and job skills that can lead to unsubsidized employment. The SCSEP is not a job; it is a training program - a stepping-stone to real employment with higher wages, benefits and opportunities for advancement.

☐ **What Experience Works Does:** Experience Works staff work with participants to establish employment goals, develop an Individual Employment Plan (IEP), and to receive training. The IEP reflects individual interests, training needs, realistic local job opportunities, supportive service needs, and the types of services that can be provided through Experience Works and community partners. An individualized training plan is developed that outlines the skills the participant will need to learn at their host agency or in a classroom setting.

☐ **The Participant's Role:** Participants are expected to obtain skills at a host agency and/or in classroom training, look for job opportunities and follow-up on job leads. Participants are expected to obtain a job after a reasonable period of time on the SCSEP.

☐ **The Role of the Host Agency Supervisor:** Host agency supervisors provide support, skills training and ongoing supervision and a safe healthy work environment. The host agency supervisor should reinforce that the SCSEP is a training program and encourage participants to find employment off the program. Host agencies can provide additional support to Experience Works by promoting the program with their peers and employers in the community, co-sponsoring special events, and providing in-kind or direct support to the program.

☐ **Leave without Pay (LWOP):** A participant may be approved a leave of absence up to 90 days in a program year absent extenuating circumstances. At the expiration of the approved leave, he/she must return to the SCSEP or be exited from the program. Upon return, the participant is not guaranteed to be assigned to the original host agency or to be placed in the same type of assignment. A leave request will not be approved for less than 4 consecutive days or during the 30 day period between the date of a notification of exit letter and the actual exit date.

☐ **Holidays:** If a participant is scheduled to work in his/her community service assignment during the holidays established under federal law (5 U.S.C. 6103) and the host agency is closed, he/she will be permitted to make up the hours missed.

☐ **Reporting Assignment Related Accidents:** The host agency supervisor must report all injuries sustained by a participant while at the host agency or training site within 24 hours of the accident to the Employment and Training Coordinator or the State Office.

☐ **Participant Progress Report:** The ultimate goal of the SCSEP is for each participant to attain unsubsidized employment, most often based on the quality of skills learned at the host agency. Host agency supervisors should evaluate participant training progress every 90 days in partnership with the Experience Works representative. Whenever host agency supervisors would like to discuss the progress of the participant(s) assigned to their agency outside of the formal evaluation timeframe, they should contact their Experience Works representative.

☐ **When a Participant has Learned all There is to Learn on an Assignment:** Upgraded training at the host agency may be recommended, or the participant may be transferred to another host agency, get a job off the program, or leave the SCSEP. Whenever possible, host agencies are encouraged to hire participants for vacant positions for which they qualify. Host agencies can also help participants by referring them to positions they know are available in the community and provide references.

☐ **Program Participation:** The length of time on the program varies for each participant and is based on individual training needs; however, the maximum duration of program participation is 48 months. The number of host agency training sites to which a participant is assigned varies for each participant and is based on individual training needs and the development of skills.

☐ **Participants and Host Agency Visitations:** At least twice a year, Experience Works staff will visit each participant and host agency to review program, administrative, and service satisfaction. At least annually, a safety assessment will be completed of all training sites.

PARTICIPANTS' RIGHTS AND RESPONSIBILITIES:

☐ **Available Supportive Services:** Participants are assessed for the need for supportive services to enable them to successfully participate in the SCSEP. Supportive services, such as housing assistance; eyeglasses; transportation assistance; incidentals such as tools, work boots, uniforms, etc. are offered when there is an imminent and documented need. Services may be provided directly or through referral to a social service organization. Assistance is subject to funds availability.

☐ **Availability of a Free Physical Examination:** As a participant benefit, the SCSEP offers to pay for all or part of the cost of a limited physical examination. The results of the examination are the participant's property, to share only upon his or her approval.

SCSEP HOST AGENCY AGREEMENT

County _____

Name of Host Agency			Host Agency Type ☐ Federal ☐ State ☐ Local ☐ 501(c)(3)	
Mailing Address		City	State	Zip
Physical Address		City	State	Zip
Telephone	Fax	Email		FEIN

A. **PURPOSE:** Host Agency and Experience Works enter into this Agreement for the purpose of joint engagement in the Senior Community Service Employment Program (SCSEP), under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment outside of SCSEP. Host Agency agrees to provide meaningful training and work experience to SCSEP participant(s) in exchange for federally subsidized hours of participant(s) assigned to Host Agency by Experience Works for community service. Host Agency further agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment position(s), if a vacancy arises. Host Agency acknowledges that Experience Works may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and polices.

B. **HOST AGENCY RESPONSIBILITIES:** Host Agency specifically agrees to:

1. **Training Assignment:** Provide training and direct supervision to participant(s) during community service assignments commensurate with his/her assessed abilities and skills. Assist Experience Works in developing training for participant(s). A description of assignment, duties, responsibilities, and training schedule, including hours per week, timeline and anticipated completion date shall be attached and incorporated herein. Coordinate any changes in training duties or responsibilities with Experience Works. All participants must be trained at the host agency's worksite; no participant may work from home. Training assignments must be approved and authorized by Experience Works before the participant(s) starts the assignment.

2. **Schedule and Authorized Hours:** Assure participant schedule(s) complies with number of hours authorized and specified in participant training assignment. The participant(s) is normally permitted to train 18 to 20 hours per week, unless more or less hours are authorized in advance by Experience Works. Host Agency shall not permit participant(s) to perform community service for any hours not in accordance with those expressly authorized by Experience Works or to volunteer hours. In the event that the Host Agency permits participant(s) to perform community service exceeding authorized hours, or to return to community service training assignment after being on Leave without Pay (LWOP) for more than thirty (30) days without prior authorization from Experience Works or past the participant's termination date, Host Agency shall compensate participant(s) for such time. Host Agency understands that to be eligible for SCSEP, participant(s) must be unemployed; therefore, Host Agency agrees and shall not place participant(s) on its payroll except upon permanent employment. To the extent permitted by applicable law, Host Agency agrees to release Experience Works from liability for all wages, conduct, occurrences, or injuries that occur either on Host Agency premises or in connection with the Host Agency but are outside of authorized participant schedule(s) or scope of training assignment.

3. **Training and Performance Evaluations:** Provide participant(s) with orientation, day-to-day direct supervision, instruction, and training at no cost to Experience Works (other than for subsidized hours performed by participant(s)). Follow policies, procedures, and practices established by Experience Works for the operation of SCSEP, including those in SCSEP Calendar Handbook, as well as any applicable SCSEP regulations. Meet with Experience Works representatives at least twice annually to discuss participant(s) performance and Host Agency responsibilities. Immediately report participant performance problems, failure to follow training schedule, leave without pay (LWOP) or unexcused absence, and any other similar matters. Immediately notify Experience Works of change of Host Agency participant supervisor.

4. **Time, Attendance and Supervision/In-kind Reporting:** The Host Agency supervisor is responsible for the accuracy of the final time sheet's, reported hours and signatures and for faxing or mailing the time sheet timely to Experience Works. Participant(s) and Host Agency supervisor must initial corrections to time sheets and sign the time sheet(s) in ink. The Host Agency also agrees to be trained upon and adopt new procedures associated with the reporting of participant time and host agency in-kind hours. Report each pay cycle on participant time sheets a true and accurate statement of hours of participant supervision. Other costs contributed to SCSEP by Host Agency will be reported on a Non-Federal Contribution Form semi-annually. Host Agency understands that inaccurate time and attendance and supervision hours may be a violation of False Claims Act, 31 U.S.C. §3729.

5. **Communication:** To facilitate and optimize timely communication between and among Experience Works, a participant and Host Agency, the Host Agency agrees to maintain a high speed internet connection with functioning email or a fax machine in good working order to both receive and send participant time records from and to a designated fax number. "Good working order" means ensuring that the document output settings are correct so the fax is readable to Experience Works for timely processing of participant time records for payroll purposes. Host Agencies are however, required to have an email address so Experience Works can communicate updates electronically.

6. **Relationship between Host Agency and Participant:** Understand and accept that training with Host Agency is a short-term training opportunity for participant(s), not a job, and that participants are not employees of either Experience Works or Host Agency. Treat participants accordingly, and remind them of this relationship in the event that any confusion arises.

7. **Equipment and Supplies:** Furnish any tools, equipment, supplies, and safety training and equipment, and preparation and training required to perform participant's assignment with the Host Agency at no cost to Experience Works.

8. **Physical Exam/Health Screening / Supportive Services:** If possible and permitted by Host Agency policy, (1) refer participants to community agencies and partners for an annual health screening for participant(s), at reduced or no cost, if requested by participant(s), and (2) assist in providing supportive services (including, for example, uniforms, badges, job-related counseling, dependent care, etc.) to participant(s) as needed to carry out their community service training assignment.

9. **Safe Training Site / Accidents:** Provide participant(s) with a training site that is safe, healthful, free of drugs and alcohol, and follow all laws governing workplace safety. Immediately report all assignment-related accidents by contacting Experience Works within 24 hours, completing a supervisor's accident report, and providing all requested follow-up.

10. **Experience Works Training / Participant Job Search Activities:** Permit participant(s) to attend meetings and training required or provided by Experience Works. If permitted by Host Agency policy, assist with transportation or travel reimbursement for participant(s). Host Agency will be expected to attend Experience Works training sessions. Support participant(s) job search activities by permitting leave for interviews, providing referrals, references, and, if possible, job offers.

C. **NONDISCRIMINATION:** Host Agency shall comply with all Federal and state nondiscrimination laws and shall not subject participant(s) to discrimination based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law. Host Agency shall make any accommodations required by the Americans with Disabilities Act, 42 U.S.C. §12101, and adhere to confidentiality requirements of the Act. Host Agency shall immediately report all participant requests for disability accommodation, or any complaints of discrimination or harassment to Experience Works. This provision is not intended to create third party beneficiaries or confer contractual rights on any third party.

D. **INSURANCE:** If participant duties include driving, which Experience Works must approve in advance, Host Agency shall maintain automobile liability insurance in the amount of at least $100,000 per person, $300,000 per accident for bodily injury, and $25,000 per accident for property damage (or a combined single limit of at least $300,000) and name Experience Works and the participant(s) as an additional insured while engaged in the performance of their training assignments. Applicable statutes will govern the limits of liability for Federal, state, and local government Host Agencies.

E. **PRIVACY ACT:** All participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.

F. **RECORDS RETENTION AND ACCESS:** Host Agency shall maintain all records, including original or copies of participant(s) time sheets, relating to this Agreement for a period of four years. Host Agency shall retain original participant(s) time sheets if faxed to Experience Works for payment. Experience Works or the U.S. Dept. of Labor, through any authorized representative, shall have access to and the right to examine all records related to this Agreement.

G. **MAINTENANCE OF EFFORT / NEPOTISM / POLITICAL PATRONAGE AND ACTIVITIES:** Assignment of participant(s) shall not displace existing workers or decrease existing contracts for services, including partial displacement by reducing hours or employment benefits, laying off, or requiring participant(s) to perform work of persons on layoff, or result in substituting federal funds for other funds in connection with work that would otherwise be performed. Participant(s) shall not be assigned to a Host Agency where a member of participant's family is engaged in a decision-making capacity, whether paid or unpaid, at the Host Agency. Host Agency shall not favor or discriminate against a participant(s) based on political affiliation. Participant(s) shall not be permitted to engage in partisan or non-partisan political activities during training assignment hours. A notice explaining the allowable and unallowable political activities under the Hatch Act must be posted in every workplace where SCSEP activities are conducted.

H. **LIABILITY OF RESPECTIVE PARTIES:** Experience Works does not conduct criminal background checks on participants, nor does it agree to indemnify or accept any responsibility or liability therefore. Host Agency agrees that Experience Works' evaluations and assessments of participants are not designed to ascertain criminal background information. Host Agency is solely responsible for investigating participant background and payment of any associated cost. Participants further are not employees or agents of Experience Works or Host Agency, and neither Experience Works nor Host Agency is responsible for their conduct, acts or omissions. Each party shall be solely responsible for the acts or omissions of its employees and/or agents under this contract subject to the limitations set forth in applicable laws, but will not be responsible for the acts or omissions of the other parties' public officers, employees and/or agents. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the parties or between officers, agents, and/or employees of any party with any of the other parties.

I. **TERMINATION:** Either party may terminate this Agreement at any time for any reason upon notification to the other party. Host Agency may reject or request the removal of any participant at any time for any lawful reason upon written notification to Experience Works.

J. **AMENDMENT:** Any amendment, modification, or addendum to this Agreement, including changes or modifications to Training Assignment(s), must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to Host Agency or any changes being performed.

My signature acknowledges that I understand and agree to the terms of this Agreement and that I have received orientation.

HOST AGENCY REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE
EXPERIENCE WORKS REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE

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Host Agency Agreement Addendum
SCSEP Training Assignment

For Office Use Only
HAID _____
TSID _____

Host Agency Name			Training Site (if different)
Participant Name			
Number of Hours Per Week	Number of Participants at Host Agency	Start Assignment Date	Projected End Date
Assignment Title:	Host Agency Supervisor		

Safety Issues Associated with This Training Assignment:

Does the assignment require lifting? ☐ Yes ☐ No With aid of equipment? ☐ Yes ☐ No

Does the performance of duties require the operation of a motor vehicle? ☐ Yes ☐ No:
If yes, prior approval must be received and paperwork work requirements must be completed before participant begins driving duties _____ (initials).
If no, Host Agency agrees it shall not request, require, nor permit a participant to operate a vehicle or run errands in a vehicle _____ (initials)

Does the assignment require special tools, equipment or hazardous chemicals? ☐ Yes ☐ No:
If yes, a description must be attached to the assignment description as well as a description of protective clothing, equipment or safety precautions taken during performance of assignment.

- Special attention to be paid to floors, drawers, cords, ladders, step stools
- Special attention to lifting procedures

Hazard	Type of Injury
Bending to file cabinets, lifting objects	Muscle strain
Wheeled chairs, carts, etc.	Slips, falls, bruises
Equipment with moving parts	Pinching, cuts, bruises
Working at computer terminal without breaks	Eye strain, repetitive stress injuries
Standing on unsafe surfaces such as boxes or chairs	Falls

Host Agency Supervisor's Signature	Date
Participant's Signature	Date
Experience Works Representative's Signature	Date

Revised 8/19/2009

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HOST AGENCY SUPERVISION REPORT

State _____

County _____

Host Agency Name	HA ID #
Street Address	
Mailing Address	
City, State, Zip	
Email Address	
HA Contact	
Phone/Fax	

Training Site Name	WS ID #
Street Address (Required Field)	
Mailing Address	
City, State, Zip	
Email Address	
Phone	
Fax	

Experience Works Inc. is required to procure a non-federal in-kind match in the amount of ten percent (10%) of Experience Work's annual program funding. The most significant portion of this non-federal matching share is the value of salaries and fringe benefits of the Host Agency personnel who directly supervise Experience Works participants. In order for Experience Works to accurately account for this contribution, we ask that you provide the information requested below. This report will document the hourly wage, including fringe benefits, of each participant's supervisor. The number of hours provided in supervision each pay period will be documented on the participant's time sheet. Experience Works will then multiply each supervisor's wage rate by the number of hours spent supervising participants during the pay period to calculate the required non-federal in-kind contribution. Host Agency Supervision hours reported as SCSEP In-kind Contributions cannot be used as a match for other federal programs.

PLEASE INDICATE:

1) The names and email address of all Experience Works participants assigned to your agency.
2) The name(s), title, and email address of the person(s) designated as immediate supervisor for each Experience Works participant assigned to your agency.
3) The average number of hours spent supervising the participant per pay period (every two weeks).
4) The hourly wage for the supervisor, which includes the actual hourly wage plus fringe benefits, i.e., $5.00 + $1.50 (30% fringes) = $6.60. If a participant's supervisor is a volunteer, you should indicate an hourly wage, which would be appropriate for a paid position with the same responsibilities. If a supervisor receives an annual salary, calculate the hourly wage by dividing the salary by 2080. If a participant has more than one immediate supervisor, only list the name of the person who provides the majority of the supervision.
5) A. The source of the funds used to pay the wages of the supervisor. B. If the wages are entirely federal or entirely non-federal, indicate 100% in the appropriate space. If the supervisor's wages are both federal and non-federal funds, please indicate the percentages as appropriate.

THIS INFORMATION IS CONFIDENTIAL AND WILL BE USED ONLY FOR THE PURPOSE OF CALCULATING NON-FEDERAL CONTRIBUTIONS OF SUPERVISORY TIME.

1. Participant Name & email address	2. Immediate Supervisor Name, Title & email address	3. Avg Hours Spent Supv	4. Hourly Supv Wage	5a. Source of Funds Fed%	5b. Source of Funds Non Fed%

I certify that the above information is true and correct to the best of my knowledge. The source of funding for the supervisor's wage has been verified with our agency's Payroll/Finance Department.

_____ Host Agency Representative Signature

_____ Title

_____ Date

Revised 4/15/2011

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ACCIDENT REPORT

State _____

County _____

PLEASE SUBMIT THIS REPORT TO EXPERIENCE WORKS WITHIN 24 HOURS OF ACCIDENT

DATE OF ACCIDENT	TIME OF ACCIDENT ☐ A.M. ☐ P.M.	DATE ACCIDENT REPORTED TO SUPERVISOR	PROPOSED RETURN TO WORK DATE

PARTICIPANT'S NAME	SOCIAL SECURITY NUMBER	ASSIGNMENT

MARITAL STATUS	GENDER	BIRTH DATE

HOME ADDRESS	HOME PHONE NO. ( )
HOST AGENCY ADDRESS	WORK PHONE NO. ( )
	HOST AGENCY PHONE NUMBER (IF DIFFERENT THAN ABOVE) ( )

EXACT LOCATION OF ACCIDENT

WHAT WAS THE PARTICIPANT DOING AT THE TIME OF THE ACCIDENT?

HOW DID THE ACCIDENT HAPPEN?

DESCRIBE THE INJURY AND PART OF BODY INJURED

NAMES, ADDRESSES, AND PHONE NUMBERS OF WITNESSES

IN THE OPINION OF THE SUPERVISOR, WHAT WAS THE APPARENT CAUSE OF THE ACCIDENT? *(identify the unsafe condition or act)*

LOST TIME? ☐ Yes ☐ No	FIRST AIDE ADMINISTERED? ☐ Yes ☐ No	HAS PARTICIPANT SEEN A DOCTOR? ☐ Yes ☐ No

NAMES, ADDRESS, AND PHONE NO. OF HOSPITAL WHERE PARTICIPANT WAS TAKEN

DOCTOR'S NAME, ADDRESS, AND PHONE NO.

WHAT MIGHT HAVE BEEN DONE TO PREVENT THE ACCIDENT?

CORRECTIVE ACTION TAKEN BY SUPERVISOR

ADDITIONAL CORRECTIVE ACTION RECOMMENDED

ATTACH ADDITIONAL PAGES IF NECESSARY

SUPERVISOR'S SIGNATURE	DATE
PARTICIPANT'S SIGNATURE *(if applicable)*	DATE

Rev. 09/04

ExperienceWorks
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Safety Monitoring Checklist

Agency/Employer _____ Date _____

☐ New agency/Employer Completed by _____

☐ Annual Review Date of last review _____

	Items to survey	Possible Hazardous Conditions	STATUS S = Satisfactory U = Unsatisfactory	COMMENTS: Include positive feedback as well as items for improvement with planned date for corrective action
1.	Walkways, steps, entrance way and parking areas	Defective floors (broken tile, loose carpeting), sidewalks, or parking areas (potholes, cracks, debris). Defective stairs or handrails. Are wet mats used and in good condition during rain/snow season? Are wet floor signs used? Adequate snow/ice removal plans in place?		
2.	Stairways, hallways, common areas	Emergency lighting, free of debris (boxes, storage in walkway), stairways non-slip treads, sturdy handrails, emergency exit signs clearly marked and exit doors accessible (not blocked). Wet floors (check near water coolers, coffee machines, break rooms, rest rooms-anywhere spills can occur). Is there an emergency evacuation plan in use and practiced (fire drills, etc)?		
3.	Primary work area used by participant	Station properly set up (adjustable , 5-legged chair), slips, trips, falls (are desk drawers shut, electrical cords & telephone cords routed away walking areas and secured under desk out of the way of feet) are extension cords used (they should not be)? Space/condition, noise level, air quality/temperature, general cleanliness and housekeeping.		
4.	Tools and personal protective equipment	Selection of the right tool for the task. Are tools in good condition? Are the right tools provided to the participant to complete the task? Examples: Head phones used for a lot of phone work, extension wands for dusting blinds and hard to reach places, cutting boards available, sharp knives (sharp blades are easier to use, dull blades require more force and more likely to slip cutting the worker rather than the food), oven mitts, gloves, safety glasses, long sleeves and long pants for outdoor work.		
5.	Proper footwear	No heels or open toes shoes permitted for any task. Safety shoes for landscaping. Non-slip shoes for housekeeping, food service type work.		
6.	Training & Lifting requirements followed	Have participants been trained in their duties prior to beginning tasks. Participant trained in emergency procedures. Participant may not lift more than _____lbs.		

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SAFETY AND HEALTH AGREEMENT

State _____

County _____

NAME: _____

Experience Works, Inc. values the safety, welfare and health of its staff and participants. We believe that no task is so urgent that we cannot take the time to do it safely. In accordance with this philosophy, each participant is responsible for the exercise of maximum care and good judgment in preventing accidents. More specifically, as a term of your continued enrollment, you will be required to:

1. Follow every precaution and safety rule established by your Host Agency to protect yourself and other persons from injury and illness.
2. Report immediately to your supervisor any accident you witness or in which you are involved.
3. Seek first-aid for all injuries, however minor they may seem.
4. Report immediately to your Host Agency supervisor any unsafe condition, equipment or practice observed. If the Host Agency fails to take immediate corrective action, you should report the unsafe condition to your field operations coordinator or another Experience Works staff member.
5. Follow all safety precautions required for the safe performance of your training assignment.
6. Use any and all personal protective equipment required for the safe performance of each assigned task.
7. Attend safety training sessions, and otherwise promote safe working conditions for yourself and others.

AGREEMENT:

I understand and agree that I must perform my assignment in a safe and responsible manner, that I must follow the rules set forth above, and that if I fail to do so my enrollment could be subject to immediate termination.

_____	_____
Date	Participant Signature
_____	_____
Date	Host Agency Supervisor Signature
_____	_____
Date	Experience Works Representative Signature

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NON-FEDERAL CONTRIBUTION REPORT

State _____

County _____

One copy of this form should be completed and returned to the Experience Works state office semi-annually (each December 31, and June 30). All non-federal contributions other than direct supervision should be reported on this form.

AGENCY		PHONE NO. ( )	
ADDRESS	CITY	STATE	ZIP CODE

REPORTING PERIOD

From _____ Through _____

1. Cash Contribution ..... $_____
2. Office Space (Donated for Staff Use) ..... $_____
3. Equipment and Furniture (Donated for Staff Use) ..... $_____
4. Transportation ..... $_____
5. Health Screenings ..... $_____
6. Training ..... $_____
7. Uniforms, Tools, and Incidentals ..... $_____
8. Workers' Compensation (Paid by Host Agency) ..... $_____
9. Miscellaneous Expenses Such as Postage, Phone, Copying etc. (Donated for Staff Use) $_____
10. Other Services: _____ $_____

TOTAL $_____

**Please attach copies of receipts and/or documentation where applicable.*

I HEREBY CERTIFY: That this report is true in all respects; that all contributions are from non-federal sources with the exception of general revenue sharing funds; that these contributions have not been claimed for any other federal program; and that receipts, records, and accounts documenting each contribution are available for inspection.

HOST AGENCY REPRESENTATIVE'S SIGNATURE	TITLE	DATE

Rev. 09/04

ExperienceWorks
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PARTICIPANT SCHEDULE

State _____

County _____

Participant Name	Training Assignment Title
Host Agency	
Training/Site Supervisor's Name	Phone Number

Experience Works staff and Host Agencies are responsible for jointly establishing and maintaining a written schedule for participants. The written schedule must be adhered to unless the participant is engaged in training activities or job search.

Host Agencies must assure that participant schedules are consistent with the number of hours authorized by Experience Works and that participants are offered at least an average of 20 hours per week unless authorized in advance by Experience Works. Participants may not perform duties for more than 29 hours per week on a regular basis. For individuals making up lost training hours, the maximum number of hours per week is 40.

Participants scheduled to work 5 or more hours a day are required to take an unpaid lunch period of at least 30 minutes.

When absence is necessary, participant must inform the supervisor as soon as possible in advance and provide a reasonable reason. Host Agency Supervisors should contact the Experience Work representative immediately if the participant is absent and does not contact the supervisor to inform him/her of whereabouts or fails to request Leave without Pay (LWOP).

Participants who do not return after approved Leave without Pay will be exited from the SCSEP and are not authorized to return to their assignment. Any wages and fringe benefits incurred by participant for duties performed after they are exited will be the responsibility of the host agency.

Host Agencies shall not request, require, nor permit a participant to volunteer time. Host Agencies may not supplement the wages of participant (i.e., pay additional hourly wages or pay for additional hours not authorized by Experience Works).

PLEASE COMPLETE THE SCHEDULE BELOW.
RETAIN THIS FORM IN A FILE FOR PERIODIC REVIEW and SEND A COPY TO YOUR EXPERIENCE WORKS REPRESENTATIVE FOR THE PARTICIPANT'S FILE

SCHEDULE					ALTERNATE SCHEDULE*			
	HOURS	PER DAY	LUNCH			HOURS	PER DAY	LUNCH
SUN		TO	TO		SUN		TO	TO
MON		TO	TO		MON		TO	TO
TUE		TO	TO		TUE		TO	TO
WED		TO	TO		WED		TO	TO
THU		TO	TO		THU		TO	TO
FRI		TO	TO		FRI		TO	TO
SAT		TO	TO		SAT		TO	TO
TOTAL					TOTAL			

*Use "ALTERNATE SCHEDULE" ONLY if the participant is regularly assigned to alternating weekly schedules.

We understand that this schedule shall be maintained and updated as necessary in accordance with Experience Works policies as described in the Experience Works Handbook/Calendar.

Participant's Signature	Date
Training/Site Supervisor's Signature	Date

Rev. 01/11

Municipal Excess Liability Joint Insurance Fund

9 Campus Drive, Suite 16
Parsippany, New Jersey 07054-4412
Tel (201) 881-7632
Fax (201) 881-7633

LEGISLATIVE ALERT

Date: April 25, 2013
Re: Assembly 2756: Workers Compensation for Surviving Spouses

This bill is scheduled for an Assembly vote on Monday, April 29th. Please contract your Assembly delegation and urge them to oppose this legislation.

While the purpose of this bill is laudable, problem with this bill is that the issue has already been addressed by other benefit programs. Currently, the surviving spouses of police officers and fire fighters receive benefits not available to the surviving spouses of other workers in both the public and private sectors.

Under current law, upon the death of an employee due to a compensable accident or occupational disease, certain dependents including spouses, children and under some circumstance parents may apply for dependent benefits. The award amounts to 70% of the employee's average earnings. A spouse who remarries loses the dependent benefit after receiving a basic minimum award determined by a formula in the statute. When this occurs, the other eligible dependents split the spouse's award. These awards are not subject to federal and state or social security taxes.

Under the proposed law, the widow of a police officer or firefighter will receive the benefit for life. This extension is not available to the surviving spouses of other public or private sector workers.

The additional benefit proposed in A 2756 is unnecessary because surviving spouses of police officers and firefighters already receive an enhanced non-contributory life insurance benefit from the Police and Fire Retirement System (PFRS). Specifically, the non-contributory benefit is now 3.5 times annual compensation based on the latest 12 months of active service before death. The benefit for everyone else is 1.5 times. Further, spouses of police officers and fire fighters killed on the job also receive over $325,000 from the Federal Government under the Public Safety Officers Benefits Act (PSOB)

The MEL contends that the Workers' Compensation system should treat all public and private sector workers equally and that the appropriate way to compensate public safety workers for the additional risk is through enhanced life insurance as well as the Federal PSOB program. .

RESOLUTION OPPOSING A-2756

Whereas: Public safety employees and all other public and private sector workers should be adequately compensated for on-duty accidents and illnesses.

Whereas: The widows of police officers and firefighters already receive benefits that are not available to the surviving spouses of other public and private sector workers.

Whereas: Surviving spouses of police officers and firefighters receive an enhanced non-contributory life insurance benefit from the Police and Fire Retirement System (PFRS) in the amount of 3.5 times annual compensation while the benefit for everyone else is 1.5 times.

Whereas: Further, spouses of police officers and fire fighters killed on the job also receive over $325,000 from the Federal Government under the Public Safety Officers Benefits Act (PSOB).

Whereas: Under current law, certain dependents including spouses, children and under some circumstance parents may apply for Workers' Compensation dependent benefits of 70% of the employee's average earnings.

Whereas: A spouse who remarries loses the dependent benefit after receiving a basic minimum award determined by a formula in the statute and the other eligible dependents split the spouse's award, and .

Whereas: Under the proposed A-2756, the widow of a police officer or firefighter will receive the benefit for life but this extension will not be available to the surviving spouses of other public or private sector workers.

NOW THEREFORE BE IT RESOLVED by the Governing Body of _____ that the legislature be urged to reject A- 2756 as currently written and that the workers' compensation system treat equally all public and private sector workers.

Be it further resolved that the Municipal Clerk shall send copies of this resolution to the Senate President, Assembly Speaker, members of the legislative delegation representing the municipality, and the Governor.

Municipal Excess Liability Joint Insurance Fund

9 Campus Drive, Suite 16
Parsippany, New Jersey 07054-4412
Tel (201) 881-7632
Fax (201) 881-7633

LEGISLATIVE ALERT

To: Risk Managers
Date: April 25, 2013
Re: **Assembly 1196: First Responders' Workers' Compensation Presumption**

We request that you communicate with your communities concerning this legislation.

It has come to our attention that supporters of Assembly 1196 are seeking support from municipalities by alleging that this bill will not be expensive because it just summarizes what is already in the law. In fact, this bill represents a significant expansion of current benefits and based on the recent experience in Pennsylvania, this legislation will dramatically increase municipal Workers' Compensation expense. The MEL's actuary estimated that A-1196 could easily double municipal workers' compensations costs. Attached is his evaluation.

While the bill adopted in Pennsylvania two years ago was significantly narrower than the Assembly 1196, municipalities already report Workers' Compensation premium increases of between 70% and 500% if they have fire departments. Stand alone fire departments are often unable to secure coverage in the voluntary market and have entered the assigned risk pool. The City of Philadelphia was sued by its heath insurer contending that the city should have paid medical bills for pancreatic cancer through its self insured workers' compensation program. Plaintiff attorneys are conducting seminars to urge retired career and volunteer fire fighters with cancer to file claims.

While we agree that public safety employees and volunteers, including police officers, firefighters and members of ambulance squads should be adequately compensated, New Jersey's current law is already one of the broadest in the country. A-1196, as written will make it almost impossible to contest claims that have nothing to do with injuries and illnesses caused on-the-job. For example, under this bill any current or former public safety employee, career or volunteer, who is diagnosed with cancer, is eligible for workers' compensation. This bill places the burden of proof on the municipality, county or state to show that the cancer was not caused by an on-the-job exposure. As a practical matter, this is almost impossible.

The MEL has consistently offered to sit down with any party to work for a balanced solution. We can learn much from the experience of other states. First responder

presumptions should be outside of the workers' compensation system because much of the money will be used to pay medical bills that are currently being paid by Medicare and health insurance. In effect, A-1196 as it is currently written requires municipal, county and state budgets to subsidize the federal government and health insurers by millions each year.

Finally, the Legislature has a duty to complete a fiscal impact study before proceeding with this legislation and this hasn't been done. There is more than sufficient scientific evidence to project the number of cases and the costs.

To reiterate, we are willing to sit down and work out a balanced solution that is fair both to first responders and taxpayers. However, this legislation as currently written will cost the taxpayers hundreds of millions each year for claims that have no connection to in-service exposures.

Please request your municipalities adopt the attached resolution and call your Assembly delegation to oppose this legislation.

Feel free to contact me if I can be of assistance explaining this bill to your clients.

The
Actuarial
Advantage, Inc.
TAA

111 Veterans Square
First Floor
Media, PA 19063
(610) 627-0702
Fax (610) 627-1531

January 24, 2013

Municipal Excess Liability Joint Insurance Fund
9 Campus Drive – Suite 16
Parsippany, NJ 07054

Assembly, No. 1196

I have reviewed Assembly No. 1196, the "Thomas P. Canzanella Twenty First Century First Responders Protection Act" (the Act).

In addition to several other provisions the Act states that any injury, illness or death of a public safety worker caused by cancer is compensable under the provisions of R.S.34:15-1.

Public safety workers include members, employees or officers the following entities:

- Paid, partially paid, or volunteer fire departments
- Paid, partially paid, or volunteer police departments
- State Police
- First aid or rescue squads
- Community Emergency Response Teams
- Correctional facilities
- Hospital or other health care facilities
- Nurses, medical technicians, and other medical personnel

While it is very difficult to estimate the financial impact of this Bill it is clear that the cancer provisions alone will add several hundred million dollars annually to New Jersey workers compensation losses for municipal employees. Municipal workers compensation costs are approximately $400 Million per year and could conceivably be doubled if this legislation passes.

Very Truly Yours,

Dennis Henry

Dennis R. Henry, FCAS, MAAA
Consulting Actuary

RESOLUTION OPPOSING A-1196

Whereas: Public safety employees and volunteers should be adequately compensated for on-duty accidents and illnesses.

Whereas: New Jersey's current Workers' Compensation law is already one of the broadest in the country.

Whereas: A-1196 as currently written will make it almost impossible to contest claims from injuries and illnesses caused off-the-job.

Whereas: This bill places the burden of proof on governmental employers to establish that an injury or illness, such as cancer, heart attack or hyper tension did not occur on the job.

Whereas: The actuary for the Municipal Excess Liability Joint Insurance Fund (MEL) has estimated that A-1196 could easily double municipal Workers' Compensation expense, and

Whereas: The MEL has offered to sit down with the supporters of this legislation to develop less expensive ways of improving the compensation to first responders.

NOW THEREFORE BE IT RESOLVED by the Governing Body of _____ that the legislature be urged to reject A-1196 and urges the supporters of this legislation to work with the MEL and representatives of other units of government to develop less expensive ways to improve compensation to first responders.

Be it further resolved that the Municipal Clerk shall send copies of this resolution to the Senate President, Assembly Speaker, members of the legislative delegation representing the municipality, and the Governor.

TOWNSHIP OF DENNIS

COUNTY OF CAPE MAY
STATE OF NEW JERSEY

RESOLUTION NO. 2013-75

RESOLUTION ALLOWING THE BUDGET TO BE READ BY TITLE ONLY AT THE HEARING

WHEREAS, N.J.S. 40A:4-8 provides that the Budget be read by title only at the time of the Public Hearing if a Resolution is passed by not less than a majority of the full governing body, providing that at least one week prior to the date of hearing a complete copy of the approved Budget, as advertised, has been posted in the Municipal Hall and copies have been made available by the Clerk to persons requiring them; and

WHEREAS, these two conditions have been met.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that the Budget shall be read by title only.

ATTEST_____ **ATTEST**_____
Jacqueline B. Justice, RMC/Clerk Eugene L. Glembocki, Mayor

PRESENTED BY:

SECONDED BY:

ROLL CALL VOTE:

AYES :
NAYS :
ABSTAINING:
ABSENT :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on May 07, 2013 at 7:00 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST_____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

COUNTY OF CAPE MAY
STATE OF NEW JERSEY

RESOLUTION NO. 2013-76

RESOLUTION AUTHORIZING THE HIRING OF SEASONAL PART-TIME EMPLOYEES FOR THE RECREATIONAL SUMMER CAMP PROGRAM

WHEREAS, the Dennis Township Recreation Department is running a Summer Camp Program from June 25, 2013 to August 15, 2013, which requires the hiring of part-time seasonal employees; and

WHEREAS, the Recreation Director has conducted interviews with the various applicants; and

WHEREAS, the Recreation Director has made her recommendations to the Township Committee.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that the following people be hired as seasonal part-time employees with the title Recreation Attendant: Anna Ay - $10.00 per hour, Cortnee Halbruner - $10.00 per hour, Tom Jamison - $10.00 per hour, Tyler Robertson - $10.00 per hour, Daniel Simmerman - $10.00 per hour, Rebecca Sykes - $10.00 per hour, and Rachel Fowler - $12.00 per hour.

ATTEST_____ **ATTEST**_____
Jacqueline B. Justice, RMC/Clerk Eugene L. Glembocki, Mayor

PRESENTED BY:

SECONDED BY:

ROLL CALL VOTE:

AYES :
NAYS :
ABSTAINING:
ABSENT :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on May 07, 2013 at 7:00 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST_____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

COUNTY OF CAPE MAY
STATE OF NEW JERSEY

RESOLUTION NO. 2013-77

RESOLUTION AUTHORIZING A REFUND OF A TAX OVERPAYMENT

WHEREAS, the Tax Collector, Michele T. Heim, has notified the Clerk of a tax overpayment on Block 88.03, Lot 2; and

WHEREAS, the overpayment was a result of the County Tax Board awarding a 100% Disabled Veteran exemption; and

WHEREAS, the amount of the overpayment requested to be refunded for Block 88.03, Lot 2 is eight hundred eighty nine dollars and four cents ($889.04).

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that the Chief Financial Officer be and is hereby authorized and directed to refund the total amount of $889.04 to: Mr. & Mrs. Marcos G. Sandagon, Jr. , 34 Holly Glen Lane, Cape May Court House, NJ 08210.

ATTEST_____ **ATTEST**_____
Jacqueline B. Justice, RMC/Clerk Eugene L. Glembocki, Mayor

PRESENTED BY:

SECONDED BY:

ROLL CALL VOTE:

AYES :
NAYS :
ABSTAINING:
ABSENT :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on May 07, 2013 at 7:00 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST_____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

COUNTY OF CAPE MAY
STATE OF NEW JERSEY

RESOLUTION NO. 2013-78

RESOLUTION AUTHORIZING THE REFUND OF A PLANNING/ZONING ESCROW FEE

WHEREAS, the Administrator to the Planning and Zoning Boards has requested the refund of a Planning/Zoning Escrow Fee; and

WHEREAS, said Planning/Zoning application project has been completed or withdrawn and the escrow fund balance remains.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that the Chief Financial Officer is hereby authorized and directed to refund the following Planning/Zoning Escrow balance:

Block	Lot	Amount	Applicant
262	11.02	$817.50	Daniel MacMullan 251 Country Road Berwyn, PA 19312

BE IT FURTHER RESOLVED, that the Clerk forward a certified copy of this resolution to the Administrator to the Planning and Zoning Boards and the Chief Financial Officer.

ATTEST_____ **ATTEST**_____
Jacqueline B. Justice, RMC/Clerk Eugene L. Glembocki, Mayor

PRESENTED BY:

SECONDED BY:

ROLL CALL VOTE:

AYES :
NAYS :
ABSTAINING:
ABSENT :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on May 07, 2013 at 7:00 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST_____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

COUNTY OF CAPE MAY
STATE OF NEW JERSEY

RESOLUTION NO. 2013-79

RESOLUTION OPPOSING A-2756

WHEREAS, Public safety employees and all other public and private sector workers should be adequately compensated for on-duty accidents and illnesses; and

WHEREAS, The widows of police officers and firefighters already receive benefits that are not available to the surviving spouses of other public and private sector workers; and

WHEREAS, Surviving spouses of police officers and firefighters receive an enhanced non-contributory life insurance benefit from the Police and Fire Retirement System (PFRS) in the amount of 3.5 times annual compensation while the benefit for everyone else is 1.5 times; and

WHEREAS, Further, spouses of police officers and fire fighters killed on the job also receive over $325,000 from the Federal Government under the Public Safety Officers Benefits Act (PSOB); and

WHEREAS, Under current law, certain dependents including spouses, children and under some circumstance parents may apply for Workers' Compensation dependent benefits of 70% of the employee's average earnings; and

WHEREAS, A spouse who remarries loses the dependent benefit after receiving a basic minimum award determined by a formula in the statute and the other eligible dependents split the spouse's award; and

WHEREAS, Under the proposed A-2756, the widow of a police officer or firefighter will receive the benefit for life but this extension will not be available to the surviving spouses of other public or private sector workers.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the Township of Dennis that the legislature be urged to reject A- 2756 as currently written and that the workers' compensation system treat equally all public and private sector workers.

BE IT FURTHER RESOLVED, that the Municipal Clerk shall send copies of this resolution to the Senate President, Assembly Speaker, members of the legislative delegation representing the municipality, and the Governor.

ATTEST_____ **ATTEST**_____
Jacqueline B. Justice, RMC/Clerk Eugene L. Glembocki, Mayor

PRESENTED BY:

SECONDED BY:

ROLL CALL VOTE:

AYES :
NAYS :
ABSTAINING:
ABSENT :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on May 07, 2013 at 7:00 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST_____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

COUNTY OF CAPE MAY
STATE OF NEW JERSEY

RESOLUTION NO. 2013-80

RESOLUTION OPPOSING A-1196

WHEREAS, Public safety employees and volunteers should be adequately compensated for on-duty accidents and illnesses; and

WHEREAS, New Jersey's current Workers' Compensation law is already one of the broadest in the country; and

WHEREAS, A-1196 as currently written will make it almost impossible to contest claims from injuries and illnesses caused off-the-job; and

WHEREAS, This bill places the burden of proof on governmental employers to establish that an injury or illness, such as cancer, heart attack or hyper tension did not occur on the job; and

WHEREAS, The actuary for the Municipal Excess Liability Joint Insurance Fund (MEL) has estimated that A-1196 could easily double municipal Workers' Compensation expense; and

WHEREAS, The MEL has offered to sit down with the supporters of this legislation to develop less expensive ways of improving the compensation to first responders.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the Township of Dennis that the legislature be urged to reject A-1196 and urges the supporters of this legislation to work with the MEL and representatives of other units of government to develop less expensive ways to improve compensation to first responders.

BE IT FURTHER RESOLVED, that the Municipal Clerk shall send copies of this resolution to the Senate President, Assembly Speaker, members of the legislative delegation representing the municipality, and the Governor.

ATTEST_____ **ATTEST**_____
Jacqueline B. Justice, RMC/Clerk Eugene L. Glembocki, Mayor

PRESENTED BY:

SECONDED BY:

ROLL CALL VOTE:

AYES :
NAYS :
ABSTAINING:
ABSENT :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on May 07, 2013 at 7:00 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST_____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

COUNTY OF CAPE MAY
STATE OF NEW JERSEY

RESOLUTION NO. 2013-81

RESOLUTION AUTHORIZING THE PURCHASE OF ENERGY GENERATION SERVICES FOR PUBLIC USE VIA AN ONLINE REVERSE AUCTION WITH COMMERCIAL UTILITY CONSULTANTS, INC.

WHEREAS, the annual budget for electricity use by the Township is approximately $73,000.00; and

WHEREAS, the Local Unit Electronic Technology Pilot Program and Study Act, P.L. 201c30, (hereinafter the "Act") provides an exception to New Jersey's Public Bid Law allowing the Township to forgo traditional RFQs when purchasing electricity and to purchase electricity through an online reverse auction process in order to reduce cost; and

WHEREAS, the N.J. Department of Community Affairs, via correspondence dated November 15, 2012, has approved Commercial Utility Consultants, Inc. of West Chester, PA as a vendor to offer its reverse auction platform to New Jersey local contracting units for the purchase of energy generation services; and

WHEREAS, the Township of Dennis plans to utilize the online auction services of Commercial Utility consultants, Inc., an approved vendor pursuant to the Act, waiver number Commercial Utility Consultants, Inc.-1, located at 1556 McDaniel Drive, West Chester, PA 19380; and

WHEREAS, an indicative auction indicates that the Township will realize an estimated savings over twenty-four months of $4,051.15 over the current power cooperative rate, which is $26,525.24 below the Atlantic City Electric default rate; and

WHEREAS, the final auction will be conducted pursuant to the terms and conditions of the Act.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that the Township is authorized to participate in an online reverse auction for the purpose of purchasing electricity from third party suppliers for use by the Township.

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to execute the Energy Sales Agreement(s) subject to review and final approval by the Township Solicitor.

BE IT FURTHER RESOLVED, that the Township Clerk is hereby directed to cause notice of the auction results to be published as required by law.

ATTEST_____ **ATTEST**_____
Jacqueline B. Justice, RMC/Clerk Eugene L. Glembocki, Mayor

PRESENTED BY:

SECONDED BY:

ROLL CALL VOTE:

AYES :
NAYS :
ABSTAINING:
ABSENT :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on May 07, 2013 at 7:00 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST_____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

COUNTY OF CAPE MAY
STATE OF NEW JERSEY

ORDINANCE NO. 2013-02

AN ORDINANCE OF THE TOWNSHIP OF DENNIS, COUNTY OF CAPE MAY, AND STATE OF NEW JERSEY ENTITLED THE CALENDAR YEAR 2013 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Committee of the Township of Dennis in the County of Cape May finds it advisable and necessary to increase its CY 2013 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township Committee of the Township of Dennis hereby determines that a 3.5 % increase in the budget for said year, amounting to **$ 122,916.36** in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the Township Committee of the Township of Dennis hereby determines that any amount authorized hereinabove that is not appropriated, as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Committee of the Township of Dennis, in the County of Cape May a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2013 budget year, the final appropriations of the Township of Dennis shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to **$122,916.36** and that the CY 2013 municipal budget for the Township of Dennis be approved and adopted in accordance with this ordinance.

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction.

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

_____
Eugene L. Glembocki, Mayor

_____
Brian W. Teefy, Deputy Mayor

_____
John Murphy, Committee Member

_____
Albert M. DiCicco, Committee Member

_____
Frank L. Germanio, Committee Member

PRESENTED BY: TEEFY

SECONDED BY: MURPHY

ROLL CALL VOTE:

AYES: DiCICCO, MURPHY, GERMANIO, TEEFY & GLEMBOCKI
NAYS:
ABSTAINING:
ABSENT:

The foregoing Ordinance was introduced at a meeting of the Township Committee of the Township of Dennis on April 09, 2013. Publication will be held on April 17, 2013 and a Public Hearing will be held at a meeting of the said Township Committee to be held on May 07, 2013 at 7:00 p.m. in the Municipal Building located at 571 Petersburg Road in Dennisville.

ATTEST_____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

COUNTY OF CAPE MAY
STATE OF NEW JERSEY

RESOLUTION NO. 2013-82

RESOLUTION ADOPTING THE 2013 MUNICIPAL BUDGET

Please note that this resolution is apart of the Budget that Leon Costello will bring with him.

TOWNSHIP OF DENNIS

COUNTY OF CAPE MAY
STATE OF NEW JERSEY

RESOLUTION NO. 2013-83

RESOLUTION CERTIFYING THAT THE 2013 MUNICIPAL BUDGET HAS MET THE NECESSARY REQUIREMENTS IN ACCORDANCE WITH N.J.A.C. 5:30-7.6a & 7.6b

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the Township of Dennis has been declared eligible to participate in the program by the Division of Local government Services, and the Chief Financial officer has determined that the local government meets the necessary conditions to participate in the program for the 2013 budget year.

NOW THEREFORE BE IT RESOLVED, by the governing body of the Township of Dennis that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
   a. Payment of interest and debt redemption charges
   b. Deferred charges and statutory expenditures
   c. Cash deficit of preceding year
   d. Reserve for uncollected taxes
   e. Other reserves and non-disbursement items
   f. Any inclusions of amounts required for school purposes.

2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).

3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.

4. That pursuant to the Local Budget Law:

a. All estimates of revenue are reasonable, accurate and correctly stated,
b. Items of appropriation are properly set forth
c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.

5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.

6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED, that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

ATTEST_____ **ATTEST**_____
Jacqueline B. Justice, RMC/Clerk Eugene L. Glembocki, Mayor

PRESENTED BY:

SECONDED BY:

ROLL CALL VOTE:

AYES :
NAYS :
ABSTAINING:
ABSENT :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on May 07, 2013 at 7:00 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST_____
Jacqueline B. Justice, RMC/Clerk

MAYOR
EUGENE L. GLEMBOCKI

Administration
Revenue & Finance
Public Works
Recreation Department
Senior Center
Emergency Management

DEPUTY MAYOR
BRIAN W. TEEFY

Administration
Board of Health
Revenue & Finance
Recreation Department
Code Enforcement
Planning & Zoning Boards
School Liaison

MUNICIPAL CLERK
JACQUELINE B. JUSTICE, RMC

THE TOWNSHIP OF DENNIS
1826
COUNTY OF CAPE MAY, NJ

571 Petersburg Road
P.O. Box 204
Dennisville, NJ 08214
(609) 861-9700 Fax: (609) 861-9719

COMMITTEE MEMBER
JOHN MURPHY

Administration, Grants
Municipal Court
Municipal Alliance
Clean Communities

COMMITTEE MEMBER
ALBERT M. DICICCO

Administration, Grants
Cultural & Heritage
Museum & History Center

COMMITTEE MEMBER
FRANK L. GERMANIO, JR.

Administration
Public Works, Public Safety
Emergency Management
911 Coordinator/Fire/Rescue
Construction Office

APRIL, 2013 REGISTRAR'S REPORT

Certified Marriages (8)	$	80.00
Marriage License (1)		28.00
Certified Death (2)		20.00
Certified Birth (1)		10.00
Burial Permit (0)		0.00
Civil Union (0)		0.00
Certified Civil Union (0)		0.00
Certification (0)		0.00
TOTAL	**$**	**138.00**

MAYOR
EUGENE L. GLEMBOCKI

Administration
Revenue & Finance
Public Works
Recreation Department
Senior Center
Emergency Management

DEPUTY MAYOR
BRIAN W. TEEFY

Administration
Board of Health
Revenue & Finance
Recreation Department
Code Enforcement
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School Liaison

MUNICIPAL CLERK
JACQUELINE B. JUSTICE, RMC

THE TOWNSHIP OF DENNIS
1826
COUNTY OF CAPE MAY, NJ

571 Petersburg Road
P.O. Box 204
Dennisville, NJ 08214
(609) 861-9700 Fax: (609) 861-9719

COMMITTEE MEMBER
JOHN MURPHY

Administration, Grants
Municipal Court
Municipal Alliance
Clean Communities

COMMITTEE MEMBER
ALBERT M. DICICCO

Administration, Grants
Cultural & Heritage
Museum & History Center

COMMITTEE MEMBER
FRANK L. GERMANIO, JR.

Administration
Public Works, Public Safety
Emergency Management
911 Coordinator/Fire/Rescue
Construction Office

APRIL, 2013 MUNICIPAL CLERK'S REPORT

Planning/Zoning Board	$	0.00
Clerk Search (0)		0.00
Property Lists (2)		20.00
Copies		15.00
Zoning Book & Maps		0.00
Vital Statistics		138.00
Campground Licenses (0)		0.00
Mercantile Licenses (6)		300.00
Street Opening Permit (0)		0.00
Miscellaneous (Vend Lic)		100.00
TOTAL	**$**	**573.00**

MUNICIPAL MONTHLY ACTIVITY REPORT (PERMITS)

Municipality: Township of Dennis County: Cape May

Month Ending: April 30, 2013

USE GROUP	NO. OF PERMITS ISSUED FOR				PERMITS ISSUED					
	New Bldg. or Addn.	Alter-ation	Demo-lition	Updates	No. of Cubic Feet (New Bldg. or Addn.)	No. of Private Owned	No. of Public Owned	No. of Housing Units Gained	No. of Housing Units Lost	Total Value of Construction
Residential										
R-1										
R-2										
R-3	1	28		1	29,168	30		2		444,719
R-4										
SUBTOTAL										
Non-Res										
A-3		1				1				43,500
B		1	1			2				17,600
M		1				1				29,500
U	3	3			58,226	6				138,050
SUBTOTAL										
TOTAL	4	34	1	1	87,334	40		2		673,369

FEES COLLECTED:

Building	$ 8,812
Plumbing	$ 1,676
Electrical	$ 1,958
Fire	$ 890
Other	$
DCA	$ 1,065
CO	$ 805
Mechanical	$
Annual Pool	$
Zoning	$ 140
Penalty	$
TOTAL	$ 15,346

PREPARED BY: Marie Zuma

DATE PREPARED: 5/1/13

U.C.C. Form R-812A