

**TOWNSHIP OF DENNIS**

**TOWNSHIP COMMITTEE  
WORKSESSION AGENDA**

**MARCH 03, 2015**

**6:30 P.M. (prevailing time)**

**CALL TO ORDER:**

Mayor's announcement: The notice requirements provided for in the "Open Public Meetings Act" have been satisfied. Notice of this meeting was properly given in Resolution No. 2014-155 entitled the Annual Meeting Notice which was adopted by the Dennis Township Committee on December 16, 2014. A meeting notice has been published and posted in accordance with the act.

**FLAG SALUTE:**

**ROLL CALL OF MEMBERS PRESENT:**

\_\_\_ DiCicco, A.; \_\_\_ Salimbene, L.; \_\_\_ Tozer, D.; \_\_\_ O'Connor, B.; \_\_\_ Murphy, J;

**SPECIAL PRESENTATIONS OR DISCUSSIONS:**

None.

**DEPARTMENTAL REPORTS AND PROJECT UPDATES:**

**Admin & Finance:**

Discuss the Alt. Engineer Proposals.

Discuss the Township Website - "no right click script".

Discuss the correspondence from the ACMJIF – Transitional Duty Policy.

**Engineering:**

Nothing Pending.

**TOWNSHIP COMMITTEE  
WORKSESSION AGENDA  
PAGE 2**

**Construction:**

Reminder that the Applications/Resumes are due 03/06/2015.

**Legal:**

Review procedures for a Defeated Fire District Budget.

**RESOLUTIONS:**

Nothing Pending.

**ORDINANCES:**

Scheduled for Public Hearing on 03/17/2015:

Ord. #2015-01

An Ordinance of the Township of Dennis, County of Cape May and State of New Jersey, Amending Chapter 80, Section 5 of the Code of the Township of Dennis Entitled, "Construction Codes, Uniform – Fees".

**MOTION TO ADJOURN THE MEETING:**

**Qualifications for Alt. Engineer for 2015**

Van Note-Harvey Associates, P.C.  
211 Bayberry Drive, Suite 2-E  
Cape May Court House, NJ 0810

Fralinger Engineering PA  
629 Shiloh Pike  
Bridgeton, NJ 08302

M. V. Engineering, LLC  
102 North Main Street  
P.O. Box 484  
Cape May Court House, NJ 08210

Remington, Vernick & Walberg Engineers  
4907 New Jersey Ave.  
Wildwood, NJ 08260

J. Timothy Kernan, Inc.  
Kingsway Commons, Suite 100  
935 Kings Highway  
West Deptford, NJ 08086

**Jackie Justice**

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**From:** adicicco@comcast.net  
**Sent:** Thursday, February 19, 2015 8:47 PM  
**To:** Jackie Justice  
**Cc:** John Murphy; boconnor@dennistwp.org  
**Subject:** Fwd: No Right Click Script Removal

Jackie: Please place the removal of the 'no right click script' on the 3/3/15 agenda. John & Brian;We need to evaluate long term data storage. AI

**Do Not Respond**

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**From:** "Thomas H. Laughlin" <[thl@powerops.net](mailto:thl@powerops.net)>  
**To:** [adicicco@comcast.net](mailto:adicicco@comcast.net)  
**Sent:** Thursday, February 19, 2015 5:01:33 PM  
**Subject:** No Right Click Script Removal

Hello AI,

You had asked me to email you about permission to remove the "no right click script" from all the pages of the Dennis Township web site. Also I have confirmed that there is a subdomain available for DTEC if they want it. Dennis Township needs to start budgeting for the inevitable increase in cost for both the web site and any files, especially the audio files, they should be available online since they are subject to OPRA. No matter what the solution as in cloud storage or dedicated managed server, both will be expensive, way more expensive than the current shared hosting environment which costs about \$250 for a two year hosting plan. Plan on spending that much per month or more!

-----)0(-----  
Power Of Production Studio  
Web Site Development-PC Support  
Thomas H. Laughlin  
(609) 861-1478  
[thl@powerops.net](mailto:thl@powerops.net)  
[www.powerops.net](http://www.powerops.net)  
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## TRANSITIONAL DUTY POLICY

### INTRODUCTION:

It is critical to develop a method to manage workers' compensation cases quickly, effectively and fairly with consideration to both employer and employee needs. It has become important to promote an active process of minimizing the impact of a physical impairment resulting from injury or illness on the individual's capacity to participate productively in the workplace. The most important goal in establishing an effective transitional duty program is to return the injured or ill employee back to full duty as soon as possible. This philosophy should apply to all employees regardless of their department, duties or responsibilities and as long as the safety of the employee, co-workers and the general public are not affected.

### BENEFITS:

There are many benefits to adopting a transitional duty program. Among the most common are:

- Gain control and increase chances for positive resolution of claims.
- Retain the services of valuable trained employees.
- Maintain a productive employee for wages paid.
- Avoid replacement and training costs of hiring a new employee.
- Experience faster recoveries, both psychologically and physically.
- Reduce the chance for permanent disability.
- Discourage fraudulent claims.
- Increase morale among employees.
- Increase awareness of safe work practices and injury prevention.
- Comply with the Americans with Disabilities Act (ADA) by accommodating disabilities and avoid costly lawsuits.
- Identify cross-training opportunities that enhance employees' abilities in their regular jobs.
- Overall reduction of costs associated with workers' compensation claims.

#### DISCLAIMER

This document does not and is not intended to address every circumstance related to transitional duty program development. This document should be modified in accordance with applicable ordinances and bargaining agreements. There may be other legal matters not contemplated that may require review by your legal staff. Where appropriate, this policy should be modified to accommodate all disabled employees.

PURPOSE:

To establish guidelines and procedures for giving transitional duty assignments to an employee who is recovering from a work-related injury or illness and has been given temporary physical work restrictions by an authorized medical provider. **Transitional duty is temporary in nature.**

DELEGATION OF RESPONSIBILITY:

Throughout this procedure, the designation "*Transitional Duty Coordinator*" has been used to signify the individual with the ultimate decision making authority in this process. As with many other personnel processes, the Transitional Duty Coordinator may delegate this responsibility to a "*Designee*" as deemed appropriate.

GENERAL INFORMATION REGARDING TRANSITIONAL DUTY ASSIGNMENTS:

1. Transitional duty is an opportunity, provided at the sole discretion of the Transitional Duty Coordinator, for an employee to remain in the workforce while recuperating from a work-related injury or illness. The program benefits both the employee and employer by saving employee leave, accelerating recovery and reducing claim costs. If an employee with work-related restrictions refuses transitional duty without a verifiable medical cause, the employee's benefits under workers' compensation may be adversely affected.
2. The Transitional Duty Coordinator should evaluate the work restrictions of employees injured on-the-job to determine if the employee can be assigned transitional duty. The work restrictions must be in written form from the authorized medical provider and must clearly describe the physical restrictions and limitations related to performing transitional job duties. If the Transitional Duty Coordinator has questions or needs clarification, he or she should discuss the restrictions with the authorized medical provider and the Claims Administrator before making the transitional duty assignment.
3. The Transitional Duty Coordinator's decision to make and/or continue a transitional duty assignment should take into consideration the employee's work restrictions including employee's knowledge, skills, abilities, safety of the motoring public, other employees and the general public and the availability of work benefiting the department. **Monitor these elements periodically throughout the duration of the assignment, but at least after every visit with an authorized medical provider.**
4. A transitional duty assignment is temporary in nature. It may be a combination of various unrelated job tasks. The assignment also does not need to be for a full 40-hour workweek. Depending upon the nature of the injury or illness, transitional duty may last from one week to two months.

5. The Transitional Duty Coordinator should make transitional duty assignments with the goal of returning the employee to full duty as soon as possible. This may require the addition of or adjustments to duties included in the assignment as the employee's medical condition progresses. When a department is unable to assign suitable work, other departments may be contacted to determine if a suitable work assignment can be identified.
6. The authorized medical provider must submit a status report to the Transitional Duty Coordinator and Claims Administrator after each employee visit (See attached sample). Non-compliance with this process should be reported to the Claims Administrator immediately. The Transitional Duty Coordinator should review the transitional duty assignment after each visit with an authorized medical provider and, if advantageous for the employee and the department, allow the assignment to continue until Maximum Medical Improvement (MMI) is reached or until the employee is released to full duty.
7. The Transitional Duty Coordinator will implement Family Medical Leave Act (FMLA) procedures in accordance with local policies if they become aware that an employee injured on-the-job meets the stated criteria for designation.
8. Employees will be paid in accordance with applicable policies, salary ordinances and bargaining agreements while on Transitional Duty. No overtime will be authorized unless the employee is expressly given permission by the department head. All overtime assignments must be approved in advance by the department head and must be in accordance with the transitional duty assignment set forth by the authorized medical provider.
9. Where appropriate, the employee's time card should be maintained by the department to which the employee is regularly assigned.
10. The Transitional Duty Coordinator should notify upper management and the Claims Administrator if he or she becomes aware that an injured employee may have permanent medical restrictions. Permanent restrictions should be handled differently from temporary restrictions. Permanent restrictions may also be considered as a qualified disability under the ADA.

#### MAKING TRANSITIONAL DUTY ASSIGNMENTS:

Making transitional duty assignments is the joint responsibility of the employer, Claims Administrator and Managed Care Provider. The Claims Administrator and authorized medical provider should continually evaluate the availability of transitional duty for all temporarily disabled employees.

1. The Transitional Duty Coordinator reviews the authorized medical provider's work restrictions and selects transitional duty assignments that are of benefit to the department and appear to be within those restrictions (see attached Sample Transitional Duty Job Bank). This may include assignments requiring travel to alternate work locations. A transitional duty assignment does not have to be a full 40-hour workweek. The following skills may be necessary to participate in a transitional duty assignment:
  - Sit or stand for some tasks.
  - Understand and follow directions and procedures.
  - Accept direction and function cooperatively.
  - Communicate effectively and coherently using telephone, or when initiating or responding to verbal communications.
  - Read and comprehend documents.
  - Exercise independent judgment.
2. When the Transitional Duty Coordinator and the supervisor determine that transitional duty is within the employee's work restrictions, the Transitional Duty Coordinator provides a letter (See Attached Sample) to the employee offering the transitional duty assignment. The letter must describe the work to be performed, state the transitional duty assignment will be reviewed periodically and state that the assignment is temporary. This letter should be handed to the employee upon arrival to work the following day. If the employee does not return to work the next day, the employee should sign and date the letter noting receipt. If it is necessary to mail the letter to the employee, it should be mailed Certified/Return Receipt with a copy placed in the personnel file.
3. If the employee agrees to the transitional duty assignment, he or she should sign the transitional duty offer and return it to the Transitional Duty Coordinator. If the employee declines the transitional duty assignment, the employee should code his or her time in accordance with applicable policies, salary ordinances and bargaining agreements. If an employee with work-related restrictions declines a transitional duty assignment without a verified medical cause, the Transitional Duty Coordinator should immediately notify the Claims Administrator. Refusal of a transitional duty assignment may adversely affect the employee's workers' compensation benefits.
4. If the employee's objection to a transitional duty assignment is based on a disagreement with the authorized medical provider regarding work-related restrictions, the Transitional Duty Coordinator should discuss the case with the authorized medical provider and the Claims Administrator.

#### COMMUNICATIONS:

1. The Transitional Duty Coordinator shall maintain the confidentiality of all medical information related to the transitional duty assignment. Only individuals with an administrative "Need to Know" shall be included in discussions on transitional duty.

C:\Users\Jackie Justice\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\UKMBG7LUX\Transitional Duty Policy  
010815 Final\_ACM JIF.doc

This includes department heads and Human Resources Representatives. Where applicable, the Transitional Duty Coordinator shall limit discussions with the authorized medical provider and other authorized individuals to the medical restrictions and transitional duty issues in question.

2. If the need for transitional duty arises from a work-related injury or illness, the Transitional Duty Coordinator should contact the Claims Administrator. Copies of all related correspondence shall be sent to the Claims Administrator.
3. Questions related to transitional duty accommodations under the Americans with Disabilities Act and Family Medical Leave Act should be forwarded to the Personnel Department and/or municipal solicitor.
4. Provide initial and continuous communication with employees regarding the transitional duty program (See Sample Statement)

#### IMPLEMENTATION:

This procedure should be adopted by resolution and enacted via policy. The procedure should be communicated to authorized medical providers, department heads and employees before being implemented.

#### CONTACT LIST:

1. Claims Administrator  
Qual-Lynx  
100 Decadon Drive  
Egg Harbor Township, NJ 08234  
Patty Davidson  
Supervisor – Workers' Compensation  
Telephone # (609) 653-8400 ext. 2104  
Fax # (609) 601-3164  
E-Mail [pdavidson@qual-lynx.com](mailto:pdavidson@qual-lynx.com)
2. Fund Administrator  
Arthur J. Gallagher & Co.  
P.O. Box 530  
6000 Sagemore Drive, Suite 6203  
Marlton, NJ 08053  
Paul J. Miola, CPCU, ARM  
Executive Director  
Telephone # (856) 446-9130  
Fax # (856) 446-9149  
E-Mail [paul\\_miola@ajg.com](mailto:paul_miola@ajg.com)

## DEFINITIONS:

Americans with Disabilities Act (ADA) - Federal protection from employment discrimination for individuals with qualified disabilities.

Authorized Medical Provider - A medical provider who has been designated to provide medical care and/or medical opinions for employees with work-related injuries or illnesses as authorized by the New Jersey State Workers' Compensation Statute.

Employee - Any person who renders service for pay, including persons working under a professional service contract. Employees include persons in probationary, regular, casual or temporary status.

Family Medical Leave Act (FMLA) - Federal job protection during use of leave for a "serious health condition" or other qualifying event as defined under the Act.

Maximum Medical Improvement (MMI) - The point at which the authorized medical provider determines that (1) the condition resulting from the injury or illness is stable, (2) additional medical treatment or physical therapy will not improve patient's condition or (3) that the patient has reached the medical plateau of recovery.

Physical Work Restrictions - Work restrictions placed on an employee by the authorized medical provider.

Transitional Duty - A temporary work assignment that does not exceed an employee's medical work restrictions during a period of recovery from a work-related injury or illness. A temporary work assignment that does not develop into a permanent position and returns the employee to regular full-duty as soon as possible.

## SAMPLE LETTERS AND DOCUMENTS

The following sample letters and documents are suggestions based on previously used materials. If the Transitional Duty Coordinator has specific questions regarding the use or application of the sample letter and/or document to a particular circumstance, he or she should call the Claims Administrator.

**SAMPLE LETTER TO EMPLOYEE  
OFFERING TRANSITIONAL DUTY ASSIGNMENT**  
(Does not have to be mailed if hand given to the employee)

CERTIFIED MAIL NO. \_\_\_\_\_

[Date]

[Employee Name]

[Employee Address]

RE: Claim # \_\_\_\_\_

Date of Loss: \_\_\_\_\_

Dear [Employee Name]:

According to the restrictions on the attached report, you cannot be accommodated in your current position. We are offering you a transitional duty assignment effective [date]. This assignment is temporary, will be reviewed periodically. Please report to [supervisor] at [location] for further instructions.

The duties you are being assigned are based on restrictions set by the authorized medical provider. Please see the attached form dated \_\_\_\_\_, from Dr. \_\_\_\_\_. This transitional duty assignment will be re-evaluated whenever (1) your work restrictions change, (2) you have reached Maximum Medical Improvement, (3) the work assignments are completed or (4) the departments' ability to provide transitional duty assignments change. If you feel any of the transitional duty tasks are aggravating or worsening your condition, please notify your supervisor immediately.

Your work hours will be from \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_ days per week. Requests to leave work early or come in late must be submitted and approved. Please keep your supervisor informed of your schedule regarding doctor appointments, physical therapy, etc. If you will not be coming into work for the day, you must call \_\_\_\_\_.

\_\_\_\_\_ will handle the paperwork involved with your temporary assignment, such as time sheets, leave slips, and the authorized medical provider's return to work reports. Please ensure all paperwork is submitted timely and accurately.

If you refuse this transitional duty assignment without verifiable medical cause, your benefits under workers' compensation may be adversely affected. If you believe that the transitional duty assignment is in excess of the authorized medical provider's suggestion or if you believe that the transitional duty may aggravate your condition, please let us know. Please indicate your willingness to accept this assignment by signing this letter, checking the appropriate box below and returning it to the Transitional Duty Coordinator.

I accept this temporary assignment

I decline this temporary assignment

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Sincerely,

Transitional Duty Coordinator

Attachments:

Work Restrictions from Doctor

cc: Adjuster (if applicable)  
Attorney (if applicable)  
Personnel Department

## SAMPLE TRANSITIONAL DUTY STATEMENT

To All Employees:

It is the policy of [Municipal Name] to maintain a transitional duty program. Our primary goal is to maintain a safe workplace for our employees. However, when an injury or illness does occur, our program helps make the process of returning to full work capacity as smooth and efficient as possible. This program is designed to minimize the disruption and uncertainty that can accompany a work-related injury for both the [Municipal Name] and each of our employees.

The success of the transitional duty program is the responsibility of every employee. Only by working together can we provide a safe workplace. We ask all our employees to be alert to potential accidents and strive to eliminate them. If we work together to minimize the effects of work related accidents; we will all benefit.

Thank you for your cooperation and assistance.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Sample Transitional Duty Checklist

It is important to review the following (some or all may apply):	
<input type="checkbox"/>	Know state law about returning an employee to work
<input type="checkbox"/>	Explain to employees their rights, roles, and responsibilities
<input type="checkbox"/>	Inform treating physicians about the transitional duty policy and assignments available to injured employees
<input type="checkbox"/>	Have treating physicians approve transitional duty jobs or adaptations to fit job restrictions
<input type="checkbox"/>	Meet with the employee weekly to document progress and determine problems
<input type="checkbox"/>	Continue therapy and treatment during transitional duty assignments
<input type="checkbox"/>	Remind supervisors of employee's physical limitations so they do not push the employee to exceed them
<input type="checkbox"/>	Identify transitional duty assignments creatively; visit worksites to find tasks similar to the employee's existing job but adaptable to the employee's physical exertion level
<input type="checkbox"/>	Use meaningful jobs; never use jobs that demean or demoralize the employee
<input type="checkbox"/>	Provide training for the employee's new position if needed
<input type="checkbox"/>	Send transitional duty assignment offer letters by first class, certified mail or USPS priority mail with confirmation of receipt and include return, stamped envelope
<input type="checkbox"/>	Customize jobs so they can be restructured frequently to accommodate the employee's increased capacity and reduced limitations (utilize the job bank)
<input type="checkbox"/>	Make sure transitional duty assignments are productive – not punitive
<input type="checkbox"/>	Do not violate union contracts
<input type="checkbox"/>	Pay transitional duty at the same rate as the employee received in his/her regular position
<input type="checkbox"/>	Consider paying full earnings even if employee works partial hours temporarily to avoid paying lost wage benefits; advise TPA so they do not pay lost wages also
<input type="checkbox"/>	Obtain employee's feedback about the transitional duty position; make sure he/she can safely perform the job
<input type="checkbox"/>	Have the transitional duty job begin 3-5 days after you send the Job Offer Letter

## Sample Transitional Duty Job Bank

Although you could customize transitional duty job assignments to fit each injured employee's restrictions, you should have a bank of transitional duty positions available to offer injured employees.

### **Office Clerical – assist with inside office clerical tasks such as:**

- Operate computer, copy, fax, and printer
- Notify pertinent staff of schedule changes, meetings, etc.
- Assist with meeting plans and setting up for meetings
- Filing and answering phones
- Updating policy and procedure manuals

### **Shop Clerical – assist in the maintenance, housekeeping, repair, or other department tasks such as:**

- Process paperwork
- Take and deliver schedules and messages
- Coordinate repair and maintenance schedules
- Seasonal Display maintenance

### **Inventory Assistant – assists with control of inventory completing tasks such as:**

- Track inventory and orders supplies
- Document and shelf incoming inventory
- Document replacement items
- Complete re-ordering process under supervision

### **Miscellaneous:**

- Dog license census
- Gather registrants' contact information
- Accreditation programs
- Training new employees

### **Grounds Service and Light Custodial or Maintenance– includes tasks such as:**

- Empty and clean trash cans, wash surfaces, sweeping, mopping, etc.
- Light painting
- Light deliveries

### **Food Services Operator – includes tasks such as:**

- Prepare items for orders or serve beverages and concessions
- Collect lunch trays in employee cafeteria

### **File Maintenance – includes tasks such as:**

- Work with operations groups to file, archive, and shred documents as needed

## Sample Transitional Duty Job Bank – Continued

### **Service Window Cleaner – includes tasks such as:**

- Clean façade ground level windows

### **Safety Inspector – includes tasks such as:**

- Assist safety department on routine inspections as needed for fire extinguisher, eyewash, and/or hoists
- Completing Incident Investigation Reports

### **Inspector (Other) – includes tasks such as:**

- Sidewalk and roadway inspections
- Pumping Station flip-on/equipment maintenance
- Recycling/Trash Ordinance violations
- Street Light inspections

### **Phone Operator – includes tasks such as:**

- Answer telephones, direct calls, and take messages

### **Security Bag Check – includes tasks such as:**

- Assist security with bag checks at front gate and entrances
- Monitor back exits

### **Inventory Control – includes tasks such as:**

- Compile list of inventory items (products, paper goods, uniforms, etc.) by stock number or control codes
- Write or dictate information into a tape recorder to be compiled into a report or database for use in reordering, restocking or reorganizing

### **Customer Service/Office Clerical – includes tasks such as:**

- Take orders, answer telephone inquiries, track shipments, etc.

### **Hospitality Greeter – includes tasks such as:**

- Welcome customers and assist those who may need help

### **Volunteer – includes tasks such as:**

- Supervise Volunteer/Community Groups
- Supervisor Cleanups or Community Service

### **Safety Meeting Posters – employee prepares visual aids for safety meeting topics:**

- Color and cut out visual aids
- Assemble items for meetings

## **Sample Transitional Duty Job Bank – Continued**

### **Job Fair Assistant – assists in scheduling and follow-up for job fairs:**

- Photocopy and collate handouts, itemize and stock job fair stationary
- Work job fair booths with recruiters, restock handout supplies, run errands, etc.
- Process employment forms, perform follow-ups, compile respondent data for recruiters

### **Evacuation Demonstration Helper – assist in evacuation training exercises at work:**

- Follow up with scheduling
- Copy and distribute handouts
- Gather registrants' contact information

## *N.J. Stat. § 40A:14-78.5*

This section is current through New Jersey 216th Legislature Second Annual Session, L. 2015, c. 3N.J. Constitution current through November 2014 election

*New Jersey Statutes > TITLE 40A. MUNICIPALITIES AND COUNTIES > CHAPTER 14. FIRE AND POLICE > B. MUNICIPALITIES; FIRE*

### § 40A:14-78.5. Adoption of *budget* amendments

- a. If at the annual election held pursuant to *N.J.S.40A:14-72* the question of finally adopting the *budget* is voted affirmatively upon by a majority of the legal voters voting in the election, the *budget* shall be considered finally adopted, and the board of *fire* commissioners shall certify the amount to be raised by taxation to support the *district budget* to the assessor of the municipality, pursuant to *N.J.S.40A:14-79*.
- b. If at the annual election the question of finally adopting the *budget* is voted negatively upon by a majority of the legal voters voting in the election, the governing body of the municipality in which the *fire district* is located shall, by resolution of a majority of its full membership, within 30 days after the annual election and after a public hearing for which the legal voters of the *fire district* shall be given 5 days' advertised notice, and at which any interested person shall be heard, fix an annual *budget* for the *fire district*. The amount of each appropriation section of the *budget* so fixed shall not exceed the amount for each as previously voted upon at the annual election, except the appropriation for debt service which shall be included in the amount that is required to be paid. The governing body shall certify the amount to be raised by taxation to support the *district budget* as set forth in the final *budget*, to the assessor of the municipality, pursuant to *N.J.S.40A:14-79*.
- c. Following the approval of a *budget* by the voters, the Director of the Division of Local Government Services in the Department of Community Affairs may approve a *budget* amendment to provide for the anticipation of revenue from a public or private funding source which was not known at the time the *budget* was approved, and the appropriation thereof, provided the amount of the appropriation does not exceed the amount of the revenue received.

### History

L. 1979, c. 453, § 9. Amended by L. 1982, c. 174, § 1, eff. Nov. 12, 1982; *2011, c. 153*, § 1, eff. Jan. 5, 2012.

LexisNexis™ New Jersey Annotated Statutes

**2015 Dennis Twp. Fire District #1**

**ADOPTED  
LINE ITEM  
BUDGET**

Income

	<u>Amount</u>	
Township of Dennis Tax Revenues	\$ 350,000.00	
1st Bank of Sea Isle City Account Interest	\$ 900.00	
1st Bank of Sea Isle City C/D Interest	\$ 3,550.00	
Interest - Other	\$ -	
S. F. S. P. Allowance (Paid in Dec.)	<u>\$ 1,300.00</u>	
<b>Total Income: 2015</b>		<b>\$ 355,750.00</b>

Expenses

**A. - BOARD OF COMMISSIONERS**

Insurance (JIF)	\$ 12,000.00	
Insurance (Other)	\$ 2,500.00	
Professional Services - Legal	\$ 12,000.00	
Professional Services - Litigation	\$ 18,000.00	
Legal Advertisements	\$ 500.00	
Website Maintenance	\$ 250.00	
Office Expense	\$ 1,200.00	
Printing	\$ 1,700.00	
Postage	<u>\$ 1,850.00</u>	
<b>Subtotal, Board of Commissioners Expense:</b>		<b>\$ 50,000.00</b>

**B. - FIRE SERVICES EXPENSES**

Ocean View Volunteer Fire Company	\$ 24,000.00	(paid on receipt of signed vouchers)
Repairs & Maintenance	\$ 30,000.00	(paid directly by fire district)
LOSAP	\$ 40,000.00	(paid directly by fire district)
Utilities - Stations Only	\$ 18,000.00	(paid only on receipt of separate bills)
Fuel for Trucks	\$ 7,000.00	(paid only on receipt of separate bills)
New Equipment for Vehicles	\$ 30,000.00	(paid only on receipt of separate bills)
New Personnel Gear	\$ 30,000.00	(paid only on receipt of separate bills)
Equipment Maintenance	\$ 20,000.00	(paid only on receipt of separate bills)
Training for Firefighters	\$ 12,000.00	(paid only on receipt of separate bills)
Fire Scene & Organizational Support	\$ 6,500.00	(paid only on receipt of separate bills)
Office Expense	\$ 1,500.00	(paid only on receipt of separate bills)
Cape May County Firemen's Association	<u>\$ 1,000.00</u>	(paid only on receipt of separate bills)
<b>Subtotal; Fire Services Expenses:</b>		<b><u>\$ 220,000.00</u></b>

<b>Total of A and B:</b>	<b>\$270,000.00</b>
<b>Reserve for 2016 or Contingencies</b>	<b><u>\$85,750.00</u></b>
	<b>\$355,750.00</b>

Ocean View Volunteer Fire Company

Will be required to submit signed and completed vouchers for payment of the \$24,000.

Will be required to pass on, on a timely basis, invoices or bills received for the stipulated services rendered or received.

Otherwise, a valid purchase request, for no more than \$15,000 for each request (whether one item or several are included on the request) shall be submitted at one time for each budget item after LOSAP.

Conditionally approved by the NJ Department of Community Affairs - 12 November 2014

**Governing period: 01/01/2015 - 12/31/2015**

Fire District #1 Election Ballot  
Township of Dennis, County of Cape May

February 21, 2015

To protect your vote:  
It is against the law for anyone but the registered voter to mark on this ballot, with exception of a disability enabling you to do so.

To vote on this ballot make an X or a ✓ with pen on the line next to the nominees name.

To vote for any person whose name is not printed upon this ballot, write the name in the blank space and mark an X or a ✓ on the line next to the write in nominee's name.  
For membership on the Board of Commissioners, Dennis Township Fire District No. 1 (Vote for ONE)  
Full Term -- 3 Years

\_\_\_\_\_  
David McMichael

For membership on the Board of Commissioners, Dennis Township Fire District No. 1 (Vote for ONE)

Full Term -- 3 Years

\_\_\_\_\_  
Donna Raffa

Resolve that: the amount of \$350,000.00 Budget approved at the December 17, 2014 public hearing, be the total to be raised by property taxation in Dennis Twp. District No. 1 for calendar year 2015.

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No

Fire District #1 Election Ballot  
Township of Dennis, County of Cape May

February 21, 2015

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For membership on the Board of Commissioners, Dennis Township Fire District No. 1 (Vote for ONE)  
Full Term -- 3 Years

\_\_\_\_\_  
David McMichael

For membership on the Board of Commissioners, Dennis Township Fire District No. 1 (Vote for ONE)

Full Term -- 3 Years

\_\_\_\_\_  
Donna Raffa

Resolve that: the amount of \$350,000.00 Budget approved at the December 17, 2014 public hearing, be the total to be raised by property taxation in Dennis Twp. District No. 1 for calendar year 2015.

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No

**Dennis Township Fire District #1 Preliminary Election Results  
February 21, 2015**

	<b>Poll Votes</b>	<b>Mail-in Votes</b>	<b>Grand Total</b>
<b>Commissioner Vote for Two</b>			
<b>David McMichael</b>	<b>41</b>	<b>4</b>	<b>45</b>
<b>Donna Raffa</b>	<b>40</b>	<b>3</b>	<b>43</b>
<b>Jon Gansert</b>	<b>1</b>	<b>0</b>	<b>1</b>

**Question**

<b>Yes</b>	<b>7</b>	<b>5</b>	<b>12</b>
<b>No</b>	<b>42</b>	<b>5</b>	<b>47</b>

**TOWNSHIP OF DENNIS**

**COUNTY OF CAPE MAY  
STATE OF NEW JERSEY**

**ORDINANCE NO. 2015-01**

**AN ORDINANCE OF THE TOWNSHIP OF DENNIS, COUNTY OF CAPE MAY AND STATE OF NEW JERSEY,  
AMENDING CHAPTER 80, SECTION 5 OF THE CODE OF THE TOWNSHIP OF DENNIS ENTITLED,  
"CONSTRUCTION CODES, UNIFORM – FEES".**

**WHEREAS**, the Construction Official has recommended various amendments to the Construction Code fee schedule; and

**WHEREAS**, the Township Committee has reviewed said recommendations and concur.

**NOW, THEREFORE BE IT ORDAINED**, by the Township Committee of the Township of Dennis, County of Cape May and State of New Jersey, that Chapter 80 Section 5 of the Code of the Township of Dennis entitled "Construction Codes, Uniform – Fees" be amended as follows:

**§ 80-5. Fees. [Amended 2-13-89 by Ord. No. 89-162; 10-23-89 by Ord. No. 89-181; 4-25-94 by Ord. No. 94-262; 9-24-96 by Ord. No. 96-16; 3-4-08 by Ord. No. 2008-03]**

A. Fees for plan review, construction permits, occupancy, demolition permits, moving of building permits, elevator permits (and), sign permits and alteration permits shall be the sum of the subcode fees listed and shall be paid prior to the issuance of a permit.

(1) The building subcode fee shall be:

(a) For new construction and additions to one- and two-family dwellings .00371 per cubic foot of structure volume; provided that the minimum fee shall be \$45. For all other use groups the fee shall be \$.027 per cubic foot of building volume except that structures for agricultural use shall be \$.020 per cubic foot of volume. There shall be an additional plan review fee of \$45. per hour per subcode plan review for any amendment or change to a plan that has already been released. The minimum fee shall be \$45. for one- and two-family dwellings all other uses the minimum fee shall be \$50.

(b) For renovations, alterations, repairs, and reconstruction, as defined in N.J.A.C. 5:23-6, fees are based on the estimated cost for labor and material for the work. An administrative fee of \$45. for the first \$1000., plus \$20. per \$1000., provided that the minimum fee shall be \$45. There shall be an additional charge of \$45. per hour per subcode plan review for any amendment or change to a plan that has already been released. As per N.J.A.C 5:23-2.15(a)4, when any labor or material is provided at no cost, the normal or usual cost shall be included in the estimated cost.

- (c) For combinations of renovations and additions the sum of the fees computed separately as renovations and additions.
  - (d) The fee for above ground swimming pools, hot tubs and spas shall be \$75. for pools with the largest dimension of 12 feet and \$100. for pools with the largest dimension over 12 feet. The fee for in-ground pools shall be \$200. The fee for fences associated with swimming pools shall be \$50.
  - (e) The fee for mechanical inspections of equipment in (use R3 and R4) one- and two-family dwellings, for replacement or alterations including the gas, fuel oil or water piping associated with the mechanical equipment shall be \$50.
  - (f) The fee for re-roofing and residing work done to one- and two-family dwellings shall be \$50. The fee for similar work on any other structure shall be \$50. per \$1000. of estimated cost with a minimum fee of \$100.
  - (g) All structures for which volume cannot be computed such as fences over 6 feet shall be and towers shall be charged as in paragraph (b).
  - (h) Temporary structures as defined in the uniform construction code shall be a flat fee of \$100.
  - (i) The fee for asbestos abatement shall be \$125.
  - (j) The fee for lead hazard abatement shall be \$125.
  - (k) The fee for demolition of one- and two-family dwellings shall be \$150., all other use groups shall be \$200. except that detached garages and sheds associated with one and two family dwellings shall be \$50. Partial demolition shall be \$50. per \$1000. of estimated cost.
  - (l) The fee for the construction of a sign shall be \$2.50 per square foot of surface area provided that the minimum fee shall be \$50. In the case of double sided signs the fee shall be based on one side.
  - (m) The fee for the construction of a bulkhead or retaining wall associated with a one- or two-family dwelling shall be \$60. for a wall with a surface area less than 550 square feet, \$100. for a wall with a surface area greater than 550 square feet. For all other use groups the fee shall be \$25. per \$1000. of estimated cost with a minimum fee of \$250.
  - (n) The fee for a tent or membrane structure required to have a construction permit shall be \$300 .
  - (o) The fee for installation or removal underground storage tanks shall be \$100.
- (2) The plumbing subcode fee shall be:
- (a) The plumbing subcode fee shall be \$15. per plumbing fixture, device and/or vent stack for one- and two-family dwellings, for all other use groups the fee shall be \$15. except for special devices.
  - (b) The following special devices (Special devices; grease traps, water cooled air conditioners, oil separators, refrigeration units, water and sewer connections, back flow preventors, steam boilers, hot water boilers, gas piping, gas service connections, active solar systems, sewer pumps, interceptors, fuel oil piping) shall be charged at a rate of \$25. per fixture; urinals, group showers per head, drinking fountains, ice machines, dental cuspidors, domestic hot water heaters each device connected to a propane, natural gas or oil piping line, propane tanks, condensate lines provided that the minimum fee shall be \$50.

- (c) The following special devices shall be charged at a rate of \$75. per device; grease traps, sand traps oil separators, refrigeration units, utility service connections, backflow preventors, steam and hot water boilers associated with home heating for one- and two family dwellings, active solar systems in one- and two-family dwellings, sewer pumps and interceptors, lawn sprinkler systems, except that utility service connections associated with one- and two-family dwellings shall be \$50.
  - (d) The following special devices shall be charged at a rate of \$75. per device; commercial food grinders, commercial dishwashers, water cooled air conditioners, steam and hot water boilers in other than one- and two-family dwellings, active solar systems in other than one- and two-family dwellings.
- (3) The electric subcode fee shall be:
- (a) The fee for electrical fixtures or devices shall be \$50. for the first 50 devices, \$10. for each additional 25 fixtures or devices. For the purpose of computing this fee, fixtures or devices shall include lighting fixtures, wall switches, fluorescent fixtures, convenience receptacles, or similar fixtures, sensors, dimmers, alarm devices, smoke and heat detectors, communications outlets, light standards 8 feet or less in height, including luminaries, emergency lights, exit signs, signs or similar fixtures and devices rated at 20 amperes or less, including motors or equipment rated at less than one horsepower or one kilowatt. In each case the minimum fee shall be \$50.
  - (b) For each motor or electrical device greater than one horsepower and less than or equal to 10 horsepower, transformers and generators greater than one kilowatt and less than or equal to 10 kilowatts, each replacement of branch wiring involving one branch circuit or part thereof, each storeable pool or hydromassage bath tub, each underwater lighting fixture, household electric cooking equipment rated up to 16 kilowatts, each fire, security or burglar alarm control unit, receptacle rated at 30 amperes to 50 amperes, each light standard greater than 8 feet in height, including luminaries and for each communication closet, the fee shall be \$15. In each case the minimum fee shall be \$50.
  - (c) For each motor or electrical device rated between 10 horsepower and 50 horsepower or between 10 kilowatts and 50 kilowatts, for each service equipment, service entrance, subpanel, panel board, switch board, switch gear, motor control center, or disconnecting means rated less than or equal to 200 amperes, and for all transformers and generators rated between 10 kilowatts and 45 kilowatts or between 10 kilo volt amperes and 45 kilo volt amperes, for each electric sign rated between 20 amperes and 225 amperes including associated disconnecting means, for each receptacle rated greater than 50 amperes and for each utility load management device the fee shall be \$50.
  - (d) For each motor or electrical device rated between 50 horsepower and 100 horsepower or between 50 kilowatts and 100 kilowatts, for each service panel, service entrance, subpanel, panel board, switch board, switch gear, motor control center or disconnecting means rated between 225 amperes and 1000 amperes, and for all transformers and generators rated between 45 kilowatts and 112.5 kilowatts or between 45 kilo volt amperes and 112.5 kilo volt amperes the fee shall be \$100.
  - (e) For each motor or electrical device rated greater than 100 horsepower or 100 kilowatts, for each service panel, service entrance, subpanel, panel board, switch board, switch gear, motor control or disconnecting means rated greater than 1000 amperes and for each transformer or generator rated greater than 112.5 kilowatts or 112.5 kilo volt amperes the fee shall be \$500.

- (f) The fee for aboveground pools shall be \$50. For in-ground pools the fee shall be \$75. The fee to recertify public swimming pool grounding shall be \$50. The fee for the annual public pool inspection shall be \$75. per pool.
- (g) For photovoltaic systems the fee shall be:
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|--------------------------------|--------|
| For systems rated 1 to 50 kW   | \$100. |
| For systems rated 51 to 100 kW | \$150. |
| For systems rated over 100 kW  | \$500. |
- (h) In each case the minimum fee shall be \$45. for one- and two-family dwellings, for all other uses the minimum fee shall be \$50.
- (4) The fire subcode shall be as follows:
- (a) Fire suppression sprinkler heads:
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|------------------------|--------|
| 1-20                   | \$100. |
| Each additional device | \$2.00 |
- Special systems:
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|---|--------|
| CO/2, Halon, foam, dry or wet chemical<br>- fee per \$1000. of estimated cost | \$150. |
| Minimum fee   | \$35.  |
- |            |      |        |
|------------|------|--------|
| Fire pumps | each | \$200. |
|------------|------|--------|
- Standpipes
- |                                     |        |
|-------------------------------------|--------|
| The fee for each standpipe shall be | \$250. |
|-------------------------------------|--------|
- Total flooding system, the fee shall be \$50.
- Range hood commercial suppression systems: the fee shall be \$100.
- (b) Fire detection: The fee for the first 20 heat/smoke detectors shall be \$100. The fee for each additional unit shall be \$4. per unit. The flat fee for single smoke/ heat detectors in one- and two-family dwellings shall be \$50. Manual fire alarm systems shall be at a rate of \$100. for 1-4 zones. Each additional zone shall be \$25.
- (c) Gas and oil fired appliances, kitchen exhaust hood systems: The fee shall be \$50., for one- and two-family dwellings with a minimum fee of \$50. For all other uses the fee shall be \$100.
- (d) Portable fire extinguishers each \$8.00
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|-----------------------|-------|
| With a minimum fee of | \$45. |
|-----------------------|-------|
- (e) Underground storage tanks: The fee for installation or removal of liquid combustible or flammable storage tanks shall be \$100. for one- and two-family dwellings. All other uses the fee shall be \$200.
- (f) Crematoriums and incinerators each \$500.
- (g) The fee for fireplaces, wood burning stoves and solid fuel burning appliances shall be: for one-and two-family dwellings a flat fee of \$50. All other uses the fee shall be \$75.

- (h) The fee for smoke removal or smoke control systems shall be \$20. per \$1000. of estimated cost for a system up to \$50,000. Over \$50,000. the fee shall be an additional \$15. per \$1000. with a minimum fee of \$250.
- (5) The fee to move a building or structure from one lot to another or on the same lot shall be as required for the applicable subcode above.
- (6) Reserved.
- (7) The fee for the required inspections and the installation of an elevator shall be as determined by the New Jersey Department of Community Affairs, which shall be responsible for elevator inspections in the Township of Dennis. Reports on elevator inspections shall be furnished to the Construction Official.
- (8) The fee for a certificate of occupancy shall be as follows:
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|---|--------|
| (a) Single-family dwellings, farm buildings   | \$60.  |
| (b) Trailers in campgrounds and accessory buildings   | \$50.  |
| (c) All others  | \$100. |
| (d) Certificate of continuing occupancy single family   | \$150. |
| (e) Certificate of continuing occupancy commercial  | \$200. |
| (f) Fee for multiple certificates of occupancy shall be:  |        |
| First unit and additional units when not inspected as multiple inspections at the same time   | \$150. |
| Each additional unit when inspections can be made at the same time  | \$50.  |
| The fee for the renewal of a temporary certificate of occupancy shall be \$100. There shall be no fee for the first temporary certificate of occupancy provided that the certificate of occupancy fee is prepaid. |        |
| The fee for a certificate of occupancy pursuant to a change of use  | \$200. |
- (9) The fee for plan review shall be 20 percent of the total cost of the construction permit.
- (10) The fee for bulkheads shall be based on the following estimated costs:
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|--------------------------------|-------|
| \$1000 - \$50,000. per \$1000. | \$20. |
| Over \$50,000. per \$1000.     | \$10. |
| Minimum fee                    | \$50. |
- The fee for retaining walls four feet high or a series of walls that retain four feet or more that may have an impact on a foundation shall be as follows:
- Associated with:
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|---|--------|
| Class three building- over 550 square feet  | \$100. |
| Class three building- under 550 square feet | \$60.  |
| All other uses the fee shall be per \$1000. | \$25.  |
| With a minimum fee of                       | \$200. |
- (11) The fee for pile work shall be \$100.
- (12) Asbestos removal permit \$125.

- (13) Reserved.
- (14) Variations
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|---|--------|
| Class 1 buildings                                     | \$550. |
| Class 2 and 3 buildings                               | \$100. |
| The fee for any resubmission for a variation shall be | \$50.  |
- (15) Zoning permits shall be:
- |                             |       |
|-----------------------------|-------|
| New Buildings and additions | \$50. |
| All others                  | \$25. |
- (16) Reserved.
- (17) State of New Jersey mandated training fees shall be collected as required by N.J.A.C. 5:23-4.19.
- (18) There shall be an additional fee of \$45. per hour for review of any amendment or change to a plan that has already been released.
- (19) The fee for the development wide inspections of structures after the issuance of a certificate of occupancy ordered pursuant to N.J.A.C. 5:23-2.35 shall be an amount equal to twice the hourly base salary paid to any licensed code official performing the work or the hourly fees charged to the municipality by a professional contracted to provide such services pursuant to N.J.A.C. 5:23-2.35 subject to the accounting procedures and limits set forth below.
- (a) Such charges or fees shall be those that are reasonable and necessary in order to ascertain whether a violation exists or to verify that any work performed has abated the violation.
  - (b) The municipality shall place in escrow all monies paid by the developer for this purpose. The escrow shall be held in any account maintained by the municipality in the same manner as that established for the deposit of escrow funds paid for professional review services, inspection fees and performance and maintenance guarantees as provided for at N.J.S.A. 40:55 D-53.1.
  - (c) The developer shall post an initial deposit in the amount of \$200. per home or an amount determined by the municipality to be necessary to cover the estimated costs of two months' inspection activity, whichever is greater. At monthly intervals, the developer shall increase the amount in the escrow fund so that it shall be sufficient to pay the costs of the next two months' inspection activity or the costs of completing the inspections, whichever is less.
  - (d) Standards for hourly charges for development wide inspections for structures after the issuance of a certificate of occupancy shall be as follows:
    - [1] Hourly charges shall be limited only to municipal or consulting professional charges for inspections, review of plans and supporting documents and preparation of reports and documents and shall accurately reflect the hours engaged in these activities.
    - [2] The only costs that shall be added to any such charges shall be actual out-of-pocket expenses of any consulting engineer or registered architect hired for this purpose, including normal and typical expenses incurred in performing inspections and reviewing plans and supporting documents for the required corrective work.

- [3] The developer shall not be billed and no charge shall be made to any escrow account or deposit for any municipal clerical or administrative functions, overhead expenses meeting room charges or and other municipal costs and expenses except as provided for in this subsection, nor shall a municipal enforcing agency professional add any such charge to his expenses.
- [4] Where licensed municipal code officials perform these inspections, the fee shall be 200% of the hourly base salary of the inspector(s) multiplied by the number of hours spent on inspections and review of plans and supporting documents for any necessary corrective work.
- (e) Payments shall be charged to the escrow and shall be made by the Chief Financial Officer of the municipality, and a final accounting shall be provided, in accordance with the procedure set forth in paragraphs c. and d. of N.J.S.A. 40:55D-53.2. Payments shall be made from any such escrow by the Chief Financial Officer only upon approval by the Construction Official.
- (f) Appeals of any charges levied by the municipality pursuant to this subsection shall be made to the Construction Board of Appeals in accordance with procedures set forth in N.J.S.A. 40:55D-53.2a and N.J.A.C. 5:23A

**BE IT FURTHER RESOLVED**, this ordinance will be effective April 1, 2015.

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John Murphy, Mayor

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Brian O'Connor, Deputy Mayor

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Albert M. DiCicco, Committee Member

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Donald Tozer, Committee Member

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Lisa Salimbene, Committee Member

The foregoing Ordinance was introduced at a meeting of the Township Committee of the Township of Dennis on February 17, 2015. Publication will be held on February 25, 2015 and a Public Hearing will be held at a meeting of the said Township Committee to be held on March 17, 2015 at 6:30 p.m. in the Municipal Building located at 571 Petersburg Road in Dennisville.

**ATTEST** \_\_\_\_\_  
**Jacqueline B. Justice, RMC/Clerk**