

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, FEBRUARY 1, 2023 at 1:00 PM WILLOW HALL

- PLEDGE OF ALLEGIANCE
- CALL TO ORDER
- ROLL CALL

ITEMS TO BE VOTED ON:

1. Motion to waive the reading of the minutes.
2. Motion to approve the January 4, 2023 minutes.
3. Motion to approve the revisions to the Pet Policy.

PRESENTATION OF REPORTS:

I. COMMITTEE REPORTS

- Architectural Committee (Barbara Owens)
 - *Approve New Member*
- Community Services Committee (Joy Carmody)
- Finance Committee (Charles Corvo)
- Administration Committee (Mary Rose McCarthy)
- Election Committee - Approve Members

II. RECREATION REPORT

(Mary Lighthipe)

III. COMMUNITY MANAGER'S REPORT

(Jim Snyder)

UNFINISHED BUSINESS

1. Willow Pool Pergola

NEW BUSINESS

1. New Policy Resolution - Private Resident to Resident Lessons for a Fee on Common Elements

The next open Board meeting will be held on Wednesday, March 1, 2023 at 7:00 PM in the auditorium at Willow Hall.

- ADJOURN OPEN MEETING

AUDIENCE COMMENTS: In general, audience questions and comments should be addressed to the interest of all residents. For resolution of personal or maintenance issues, contact the Department Manager and, if necessary, the Community Manager.

The meeting was called to order at 1:00 PM by Board President, Charles Lupo with the Pledge of Allegiance.

PRESENT: Trustees: Present were Board President - Charles Lupo, Vice President - Joyce Carmody, Treasurer - Eugene Murphy, Trustee - Wayne Steinman, Trustee - Fay Weinstein and Trustee - Michael Blank.

Management Staff: Present were Community Manager - Jim Snyder, and Recreation Director - Mary Lighthipe.

ABSENT: Board Secretary - Thomas Hardman and Accounting Administrator - Michelle Lampard.

ITEMS VOTED ON:

J. Carmody moved to waive the reading of the minutes. F. Weinstein seconded. All present were in favor. Motion carried.

J. Carmody moved to approve the December 7, 2022 minutes. E. Murphy seconded. There was no discussion and a vote was called. All present were in favor. Motion carried.

W. Steinman moved to contract with Curry Electric for the purchase and installation of a 14KW generator and gas hook-up to be installed at the Route 70 gatehouse for a total cost of \$12,001.11. The funds to meet this expense will be provided by account #3230 - Capital Replacement/Common Buildings. J. Carmody seconded. There were questions and comments from the audience. A vote was called and all present were in favor. Motion carried.

F. Weinstein moved to purchase six (6) 2023 Club Car Carryall 700 carts from Vic Gerard Golf Cars for a total cost of \$166,808.42. The funds to meet this expense will be provided by account #3150 - Property Fund/Replacements. E. Murphy seconded. There was a question from the audience. A vote was called and all present were in favor. Motion carried.

J. Carmody moved to contract with FWH Associates PA for the concept and design of the Bocce Court structure at a cost not to exceed \$6,000.00. The funds to meet this expense will be provided by account #3230 - Capital Replacement/Common Buildings. M. Blank seconded. There were questions and comments from the audience. A vote was called and all present were in favor. Motion carried.

E. Murphy moved to approve to release the funds of Year Three for the Cedar Shake Project at a cost not to exceed \$100,000.00. The funds to meet this expense will be provided by account #3292 - Capital Replacement- ER-Cedar Shakes. W. Steinman seconded. There was no discussion. A vote was called and all present were in favor. Motion carried.

PRESENTATION OF REPORTS:

COMMITTEE REPORTS:

B. Owens, Chairperson, gave a report for the Architectural Committee.

J. Carmody, Trustee Liaison, gave a report for the Community Services Committee.

There was no Administration Committee report.

There was no Finance Committee report.

Election: *The Board announced the approval of Mary Lou Doner as Chairperson of the Election Committee.*

M. Lighthipe gave a report for Recreation.

COMMUNITY MANAGER'S REPORT: (J. Snyder)

The new Building Maintenance Manager, David Niblack was introduced to the residents. Moving forward with the next step in the renovation of the Willow Pool area, management has received the following bid to refurbish the Willow Pool Pergola;

Item	Vendor	Cost
Pergola Reno	It's All Good Construction	\$33,750.00
Cement Decking	In-House	\$4,000.00
Fans	In-House	\$1,800.00
Lighting	In-House	\$3,000.00
Sound System	In-House	\$2,500.00
Project Cost		\$45,050.00

If the Board wishes to move forward, Management is recommending to contract with It's All Good Construction to refurbish the Willow Pool Pergola for a cost of \$33,750.00, purchase fans and lighting, and replace cement decking for a cost of \$11,300.00. The total cost for this project is \$45,050.00. This expense will be provided by account #3230 – Capital Replacement/Common Buildings. The Board will vote on this at the next open Board meeting on February 1, 2023.

The gate guard that was attending the Route 37 gate on Christmas Day was successful. Residents are reminded to remove their hose bibs to avoid water breaks. Management is researching dimensional shingles since three-tab shingles are becoming obsolete. The Board and Management are working on the Club Encore patio structure.

THERE WAS NO UNFINISHED BUSINESS.

NEW BUSINESS:

1. The revisions to the Pet Policy were presented as attached to the agenda. The Board will vote on this at the next open Board meeting on February 1, 2023. There was suggestion to amend #5 in the policy. The Board will review this suggestion.

The next open Board meeting will be held on Wednesday, February 1, 2023 at 1:00 PM in the auditorium at Willow Hall.

There being no further business, the Board meeting adjourned at approximately 1:57 PM.

Samantha Bowker
Administrative Assistant

Tom Hardman
Board Secretary

Approved: PENDING

DRAFT

Pets, Service Animals and Assistance Animal Policy

For the purpose of this policy: Definitions;

- **Service Animals:** are defined as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. A service animal is NOT a pet. Other species of animals, whether wild or domestic, ~~trained~~trained, or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability.
- **Assistance Animals:** are defined as animals that do work, perform tasks, provide assistance, or provide emotional support for a person with a physical or mental impairment that substantially limits at least one major life activity or bodily function. An Assistance animal is NOT a pet. Animals that are "assistance animals" providing a non-service-related medical benefit to a resident and "service animals" incorporated under the "Fair Housing Act" (FHAct) as "assistance animals" shall be permitted within the Community upon the following conditions. The resident seeking to maintain the assistance animal shall submit an application to the Association's Community Manager along with documentation from a health care professional that confirms my disability, describes the requested accommodation, and shows the relationship between the disability and the need for the accommodation.

Included with the application, the resident must provide the following documentation that;

- (A) Verification that the resident meets the Fair Housing Act's definition of disability.
 - (B) Describes the needed accommodation.
 - (C) Shows the relationship between the resident's disability and the need for the requested accommodations.
- **Pets:** are defined as a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles).

Service and or Assistance animals only:

1. All Service and Assistance animals must be registered with the Association before admittance to community buildings or pet restricted common elements.
2. Upon the death or removal of a Service or Assistance animal, the reasonable accommodation request for the animal shall be deemed canceled and/or withdrawn. Prior to obtaining a new service or assistance animal, the resident must re-apply pursuant to the procedures outlined above.
3. The unit owner or resident must notify the Association in writing if the Service or Assistance animal is no longer required or if it is no longer in residence. The unit owner or resident must file a new reasonable accommodation request to replace a Service or Assistance animal.
4. The Association may place other reasonable conditions or restrictions on Service or Assistance animals depending on the nature and characteristics of the animal.

Pets, Service animals and Assistance animals:

5. Every animal whether it is a Service animal, Assistance animal or a pet brought within the Association must be licensed by the Manchester municipality, and every animal must ~~wear a collar at all times~~always wear a collar that displays a tag containing the animal's license information.
6. In accordance with local ordinances and regulations, the animal must be immunized against diseases common to that type of animal. Dogs and cats must have current vaccination against rabies. Unit owners or residents shall produce documentation and provide a copy to the Association on an annual basis.
7. Just as all unit owners are responsible for any damage, they, their tenants, or guests cause to the common elements or to other units, unit owners shall also be responsible for any damage caused by any animal being kept within their unit or on the common property, regardless of whether the animal is theirs, their tenant's or otherwise. Any damage caused to the common elements by any animal will be the responsibility of the unit owner of the unit in which the animal resides. The Association may choose to repair the damage and charge the responsible unit owner for the costs incurred in repairing the damage. If payment is not received, any amounts due and owing will be collected in the same manner provided in the Master Deed and Bylaws for the collection of delinquent assessments.
8. A maximum of two pets; no farm or exotic pets may be kept and maintained in a unit, provided such pets, are not kept or maintained for commercial purposes.
9. Animal owners must ~~maintain full control of the animal at all times~~always maintain full control of the animal. The animal must be ~~leashed at all times~~always be leashed while outside of the unit unless the person's disability and the nature of the animal's service does not allow the animal to be leashed. Leashes used to control an animal on the Association's common elements ~~must be fixed and~~ must not be longer than 6 feet ~~(and may not be retractable)~~. If a person cannot control the leashed animal, that person shall not take the animal outside the unit.
10. All animals are not allowed to jump on, bite, or in any way harm or behave aggressively toward any person or any other animal. The Association may require muzzling of the animal or other means to ensure compliance, including removal of the animal.
11. If fleas, ticks, or other pests are detected, the infected unit and common elements will be treated using approved fumigation methods by a licensed pest control service. The unit owner will be billed for the expense of any pest treatment above and beyond standard pest management of the Association. Further, the unit owner will be financially responsible for any costs incurred by any other residents displaced by the clean-up or remediation of any pest infestation, including temporary lodging costs.
12. All feces must be removed and properly disposed of immediately. Owners are responsible for removing their pet's wastes from the common elements and units and are to place the wastes in their own garbage receptacle, not in any public receptacle or storm drain. Droppings must be picked up immediately and put into the owners' own receptacle containers abiding by Manchester Township Ordinance #93-183 - any resident who does not immediately remove all droppings deposited by his dog will face a fine of as much as \$500 and up to 90 days in jail.
13. When outside of the unit, including the patio area, an animal must be carried or be on a leash not to exceed six feet and attended by a responsible person unless the person's disability and the nature of the animal's service does not allow the animal to be leashed.
14. No animal may be leashed to any stationary object on the common or limited common areas.

15. Pets must be walked in the streets (at the curb) and in such open or wooded areas not used for recreational purposes or parking facilities, or in common areas.
16. No pets shall be permitted to bark, howl, or make other loud noises for such an unreasonable time as disturbs neighbors' rest or peaceful enjoyment of their unit or the common elements.
17. Any violation of this Resolution, the Master Deed, or Bylaws shall result in legal action being taken to enforce these governing documents, including the levying of fines or a review/revocation of the grant of the reasonable accommodation request. The costs of any such action shall be billed back to the unit owner's account.
18. This Resolution is subject to the Association's existing Alternative Dispute Resolution policy.

- **Notice: Feeding of waterfowl is absolutely forbidden per the Manchester Township ordinance. Feeding other wildlife is strongly discouraged.**

Leisure Village West

Application for public accommodation of a
Service Animal or Assistance Animal (ESA).

Name _____ Phone # _____

Address _____ Email _____

Under the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and N.J. State law, I request the right to use my Service / Assistance animal in areas and amenities that are open to the population within Leisure Village West.

Assistance Animals. are defended as animals that do work, perform tasks, provide assistance, or provide emotional support for a person with a physical or mental impairment that substantially limits at least one major life activity or bodily function. An Assistance animal is NOT a pet.

Service Animals: are defined as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. A service animal is NOT a pet.

I am a person with a disability who uses a dog as a Service Animal

For Service Animals, stop here and sign and date below:

Assistance animals:

Yes I have provided the documentation that supports that my animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to my disability from a health care professional that confirms my disability, describes the requested accommodation, and shows the relationship between the disability and the need for the accommodation.

Yes No Is the animal commonly kept in households? i.e., a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure. I have read the Pet Policy and will adhere to its regulations.

Signature _____ Date _____

For the Association _____

LEISURE VILLAGE WEST ASSOCIATION, INC.
POLICY RESOLUTION
REGARDING PRIVATE RESIDENT TO RESIDENT LESSONS FOR A FEE ON COMMON
ELEMENTS

This Resolution (the "Resolution") is made on this _____ day of _____ 2022, by Leisure Village West Association, Inc., (the "Association"), by and through its Board of Trustees (the "Board"), having an address of 959 Buckingham Drive, Manchester, New Jersey 08759; and

WHEREAS, the Association was established and exists by certain **Master Deeds with attached Bylaws recorded on January 10, 1978, in the Ocean County Clerk's Office in Deed Book 3683 page 51 et. seq.**, and as amended from time to time (collectively the " Master Deed"); and

WHEREAS, the Association's **Master Deeds were amended and consolidated and recorded on July 30, 2014 in the Ocean County Clerk's Office in Deed Book 15860, Page 1840 et. seq.**; and

WHEREAS, the Bylaws, Article VI, Section 1, provides, "The Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of Leisure Village West and may do or cause to be done all such other lawful acts and things as are not by law, by these Bylaws or otherwise, directed or required to be done or exercised by members of the Association or owners of units, or by others;" and

WHEREAS, the Board has determined that it is in the best interest of the Association that guidelines for private lessons for a fee on the Association's general common elements be adopted and enforced; and

NOW, THEREFORE, BE IT RESOLVED that the following rules and regulations shall be and hereby are adopted:

1. All residents providing private lessons for a fee, such as personal training, pickleball lessons, golf lessons, etc. (hereinafter "Private Lesson Providers") on the Association's general common elements shall submit a written request to the Recreation Director and receive Association approval prior to conducting any private lessons on the Association's general common elements for a fee.

2. After approval is given by the Recreation Director, Private Lesson Providers shall be required to execute an indemnification agreement, attached hereto as Exhibit A.

3. All Private Lesson Providers shall be required to provide proof of appropriate liability insurance. The term "appropriate" shall be determined by the Board in its sole discretion. Private Lesson Providers shall be required to add the Association as an additional named insured under its insurance policy and provide the Recreation Director with verifiable proof that the Association is a named insured.

4. All private lessons for a fee must be one-on-one. Group lessons for a fee are not permitted.

5. Private lessons must not interfere with recreation approved activities and must submit a weekly schedule for approval.

6. The Board shall have sole discretion regarding whether to permit any private lessons for a fee on the Association's general common elements.

7. The Board may rescind permission to allow a Private Lesson Provider to provide lessons for a fee for any reason and without advance notice.

8. Private Lesson Providers shall be subject to all applicable provisions of the Master Deed, By-Laws, and Rules and Regulations of the Association.

9. Any unit owner that fails to comply with this Resolution will be subject to fines in accordance with the Association's current fining policy. Each day that a violation continues after notice will be considered a separate violation.

10. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it by law, in equity and/or pursuant to the Master Deed and By-Laws.

11. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

12. Any provision contained within any previously adopted resolution of the Association that conflicts with any provisions set forth herein shall be deemed void and the provisions herein shall govern.

DRAFT

EXHIBIT A
LEISURE VILLAGE WEST ASSOCIATION, INC.
INDEMNIFICATION AGREEMENT

This Agreement is made this _____ day of _____, 20____, between Leisure Village West Association, Inc., having an address of 959 Buckingham Drive, Manchester, New Jersey 08759 (the "Association") and _____, having an address of _____

(the "Private Lesson Provider").

WHEREAS, the Association wishes to permit Private Lesson Provider to provide _____ (type of private lessons) for a fee within the community; and

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association and the Private Lesson Provider hereby agree as follows:

1. The Association agrees to permit Private Lesson Provider to provide _____ (type of private lessons) for a fee on Association's general common elements.
2. The Private Lesson Provider agrees to leave the Association's property and the property of individual Association members undamaged.
3. The Private Lesson Provider hereby agrees to indemnify, defend, and hold harmless the Association with respect to any property damage and/or any injury to any person or thing caused or resulting from the Private Lesson Provider, its subcontractors, employees, agents or any persons or objects under the supervision of the Private Lesson Provider, and/or anyone participating in the lessons being provided by the Private Lesson Provider.
4. The Private Lesson Provider hereby agrees to restore any property damage caused or resulting from the Private Lesson Provider, its subcontractors, employees, agents or any persons or objects under the supervision of the Contractor, and/or anyone participating in the lessons being provided by the Private Lesson Provider.
5. The Private Lesson Provider hereby covenants and agrees to comply with all federal, state, and local statutes, ordinances and regulations pertaining to its provision of lessons and will defend, indemnify and hold harmless the Association for any failure to do so.
6. The Private Lesson Provider hereby agrees that if the Association, in enforcement of any part of this indemnity agreement, incurs expenses or becomes obligated to pay attorneys' fees or court costs, the Private Lesson Provider will reimburse the Association for such expenses, attorneys' fees, or costs within thirty (30) days after receiving written notice from the Association of incurring such expenses, costs or obligations.
7. The Private Lesson Provider hereby agrees to provide proof of appropriate insurance. The Private Lesson Provider shall be required to add the Association as an additional named insured under its

insurance policy and hereby agrees to provide the Board with verifiable proof that the Association is a named insured.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

This document constitutes the entire agreement between the parties with respect to the subject hereof. The terms and conditions of this Agreement may not be altered, amended, or deviated from by the Private Lesson Provider without the prior written consent of the Association.

IN WITNESS WHEREOF, the Private Lesson Provider and the Association have executed this Agreement on the date shown above.

LEISURE VILLAGE WEST ASSOCIATION,
INC.

By: _____, President

(Private Lesson Provider)

By: _____
(print name & title)

