

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, MARCH 6, 2024 at 1:00 PM WILLOW HALL

Board Meetings are an important part of running an HOA, so keeping them as efficient and productive as possible is key. Rules of Public Comment and Participation in the open portion of the Board meeting are as follows; residents will be allowed a three-minute comment or question related to the topic on the agenda at the time it is being discussed or presented by the Board of Trustees. Maximum two times at podium.

- 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 February 7, 2024 minutes.
3. Motion to approve the revisions to the "Terms and Conditions" for Architectural Specifications.
4. Motion to approve the Bylaws amendment pertaining to Fines.
5. Motion to contract with Allied Universal Security for Security Guards/Pool Attendants for the 2024 pool season at a cost of \$58,503.50. The funds to meet this expense will be provided by account #8570 - Swimming Pool R&M.
6. Motion to approve the purchase of seven (7) Intellichlor IC-60 salt cells from Baystate Pools for a cost of \$9,627.04. The funds to meet this expense will be provided by account \$3230 - Capital Replacement/Common Buildings. The unaudited balance for this account as of 1/31/24 is \$655,702.71.
7. Motion to approve the purchase of a Moyer commercial dishwasher from Johnson's Restaurant Equipment Inc. for a cost of \$4,797.06. The funds to meet this expense will be provided by account #3230 - Capital Replacement/Common Buildings. The unaudited balance for this account as of 1/31/24 is \$655,702.71.
8. Motion to approve the purchase of three pump motors from Supreme Water Sales for a cost of \$4,536.24. The funds to meet this expense will be provided by account #3260 - Capital Replacement/Irrigation - Well Motors. The unaudited balance for this account as of 1/31/24 is \$191,885.50.
9. Motion to release the funding to replace up to ten (10) Cluster Mailboxes, in-house at a cost not to exceed \$25,000. This expense will be provided by account #3230 - Capital Replacement/Common Buildings. The unaudited balance for this account as of 1/31/24 is \$655,702.71.
10. Motion to approve the 2024 driveway replacement schedule for 27 cement driveways, in-house at a cost not to exceed \$30,000.00. The funds to meet this expense will be provided by account #3275 - Capital Replacement/Concrete Driveways. The unaudited balance for this account as of \$71,967.83.
11. Motion to approve the in-house siding painting for condos 96 and 97 at a cost of \$63,776.42. The funds to meet this expense will be provided by account #3000 - Deferred Maintenance/Siding Painting. The unaudited balance for this account as of 1/31/24 is \$69,663.97.

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, MARCH 6, 2024 at 1:00 PM WILLOW HALL

PRESENTATION OF REPORTS:

I. COMMITTEE REPORTS

- Architectural Committee (Barbara Owens)
- Community Services Committee (Michael Morizio)
- Finance Committee (Charles Corvo)
- Administration Committee (Mary Rose McCarthy)

II. RECREATION REPORT (Mary Lighthipe)

III. COMMUNITY MANAGER'S REPORT (Jim Snyder)

IV. BOARD OF TRUSTEE'S REPORT (Fay Weinstein)

UNFINISHED BUSINESS

NEW BUSINESS

1. Buyout solar panels on the Maintenance Buildings
2. Revisions to Policy Resolution: "Capital and De Minimis Expensing Policy"
3. Stage Lighting for Club Encore
4. Reinstate Architectural Specification 1_13, "Patio Gate - Greenery Models Only"
5. New Architectural Specification 6_7, "Installation of Natural Gas Line into Residence"
6. New Architectural Specification 6_8, "Natural Gas Home Backup Generator"

The next open Board meeting will be held on Wednesday, April 3, 2024 at 7:00 PM in the auditorium at Willow Hall.

- **ADJOURN OPEN MEETING**

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, MARCH 6, 2024 at 1:00 PM WILLOW HALL

RESIDENT COMMENTS PERIOD:

- ★ Rules of Public Comment and Participation in the Open Forum are as follows;
 - In general, residents' 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 Open Forum is not a debating time or a time to cross-examine our neighbors serving as Trustees.
 - This is an opportunity for residents to be heard but everyone is to stay civil and use respectful language while also avoiding personal attacks.
 - The Open Forum will be limited to one-hour but may end sooner if only a few residents address the Board.
 - Residents may make a comment or ask a question and will be allowed three-minutes to do so, there will be a two-minute comment or answer, if necessary, from the Board of Trustees and a one-minute follow-up question allowed by the resident.
 - Maximum two times at the podium.
 - If a resident was unable to ask a question or make a comment, the Board may be emailed at bot@lvwa.net. Emails will be reviewed at a Board of Trustee workshop meeting. Statements and opinions of village wide significance will periodically be addressed at an Open Board of Trustee Meeting and/or in the Manager's Corner of the LVW News Magazine.

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

PRESENT: Trustees: Present were President - Fay Weinstein, Vice President - Wayne Steinman, Treasurer - Eugene Murphy, Secretary - Steven Leslierandal, Trustee - Charles Lupo, Trustee - Al DAmato and Trustee - Ivan Gilbert.

Management Staff: Present were Community Manager – Jim Snyder, Accounting Administrator – Michelle Lampard and Recreation Director – Mary Lighthipe.

APPEARANCE: Martin Lynch, Tax Assessor from Manchester Township was present to explain that the Township will be conducting a complete reassessment of all properties in the town for the tax year 2025. The purpose is to determine the “fair market value” of each property as of 10/1/2024. This will ensure a fair and equitable distribution of the tax burden among all property owners. LVW inspections will start in the next two weeks. The impact will be for August 2025 billing. Any questions, residents may contact Manchester Township at 732-657-8121. (He left the meeting at 2:02 PM)

ITEMS VOTED ON:

S. Leslierandal moved to waive the reading of the minutes. C. Lupo seconded. All present were in favor. Motion carried.

S. Leslierandal moved to approve the January 3, 2024 minutes. W. Steinman seconded. There was no discussion and a vote was called. All present were in favor. Motion carried.

PRESENTATION OF REPORTS:

COMMITTEE REPORTS:

S. Leslierandal, Trustee Liaison, gave a report for the Architectural Committee.

Michael Morizio, Chairperson, gave a report for the Community Services Committee.

Charles Corvo, Chairperson, gave a report for the Finance Committee.

Mary Rose McCarthy, Chairperson, gave a report for the Administration Committee.

M. Lighthipe gave a report for the Recreation Department.

COMMUNITY MANAGER'S REPORT: (J. Snyder)

PowerPoint presentation regarding the JCP&L Infrastructure Investment Program. This will include Grid Modernization, System Resiliency, and Substation Modernization., Template letters will be posted on Frontsteps and available at the Association office if residents are interested in supporting this upgrade.

PowerPoint presentation regarding the new law for Reserve Study and Funding Obligations in S2760/A4384. The Association will need to hire either a reserve specialist, a licensed engineer, or a licensed architect to prepare a reserve study. This reserve study must be completed by January 8, 2025. The Association is currently out to bid. These will be presented at the next open Board meeting.

Update on Club Encore Patio Structure: the Association is waiting for the Township to release the permit. The footings will be laid out on Thursday, February 8th and the truss system is due to arrive on February 16th.

Update on Bocce Courts at Club Encore: to extend the shade structure, the township is now requiring this to be approved by the planning board. All documents have been submitted and the Association is waiting on approval.

Update on Manchester Township Water Service Litigation: The judge decided that the 1972 Easement was clear and unambiguous that the Township is responsible.

Insurance Bids: Management has gone out to bid to 11 companies and three are showing interest. The policy is due to expire on 4/15/2024.

Irrigation Pump and Motor for 2024 Season: The 2024 irrigation season is approaching. Prior to the start of the season as with every year there is a need to purchase well pumps and motors for on-hand stock. There are currently five pumps and one motor in stock. Management would like to purchase three additional motors for the upcoming season. Management went out to bid and below are the bids received;

Vendor	Qty	Description	Price Ea.	Sub Total	Tax	Shipping	Total
Pump Products	3	5hp well motor	\$1,515.91	\$4,547.72	\$301.29	\$ -	\$4,849.01
Amazon	3	5hp well motor	\$2,593.00	\$7,779.00	\$515.36	\$ -	\$8,294.36
Supreme Water	3	5hp well motor	\$1,349.00	\$4,047.00	\$268.11	\$221.13	\$4,536.24

Management is requesting to purchase three pump motors from Supreme Water Sales for a cost of \$4,536.24. The funds to meet this expense will be provided by account #3260 – Capital Replacement/Irrigation-Well Motors. The Board will vote on this at the next open Board meeting on March 6, 2024.

Cluster Mailbox Replacements: The Board of Trustees has established a program to fund the replacement of the 223 cluster mailboxes that serve the community. The average price of a cluster mailbox is \$2,250.00 per box. Management is requesting approval for the Board to release the funding to replace up to ten cluster mailboxes in-house at a cost not to exceed \$25,000.00. The funds to meet 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 March 6, 2024.

Driveway Replacement Program: Management is requesting Board approval to release the funding for the 2024 driveway replacement schedule that will include 27 concrete driveways at a cost not to exceed \$30,000.00. The funds to meet this expense will be provided by account #3275 – Capital Replacement/Concrete Driveways. The Board will vote on this at the next open Board meeting on March 6, 2024.

In-House Siding Painting: Management is requesting Board approval to release the funding for in-house siding painting at condos 96 and 97 in the amount of \$63,776.42. The funds to meet this expense will be provided by account #3000 -Deferred Maintenance/Siding Painting. The Board will vote on this at the next open Board meeting on March 6, 2024.

Willow Kitchen – Replace Commercial Dishwasher (H. Height presented): The commercial dishwasher in Willow Hall kitchen is in need of replacement. The motor has gone bad and it will no longer drain. Management went out to bid and the following were received;

Vendor	Brand/Model	Price
Johnson's Restaurant Equipment	Moyer 201HT Commercial Dishwasher	\$4,797.06
Go Foodservice.com	Moyer 201HT Commercial Dishwasher	\$5,491.45
KaTom Restaurant Supply	Moyer 201HT Commercial Dishwasher	\$4,894.49
Ebay	Moyer 201HT Commercial Dishwasher	\$5,491.45

Management is recommending purchasing a Moyer 201HT commercial dishwasher from Johnson's Restaurant Equipment Inc. for a cost of \$4,797.06. The funds to meet 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 March 6, 2024.

LVWA 2024 In-House Pool Management with hired Security Guards (H. Height presented):
With rising costs facing every aspect of managing the pools at Leisure Village West, Management is considering managing the pool chemicals and maintenance in-house for the 2024 season. They are also considering hiring security guards to attend to the entry gates and maintain the LVWA pool rules. There are currently existing employees who have extensive experience in maintaining pool chemistry and compliance with the OCHD regulations. Management has sent out RFPs for next year's Pool Maintenance and Management to Life Guard companies, so they can gauge anticipated increases if they stay with the status quo. Management has also sent RFPs to security guard companies to gauge those costs if they choose that option. The following bids have been received so far:

Vendor	Description	Price
Carmona Pool Service	Pool maintenance and management with one attendant at each pool (2-year contract, pricing is the average of the 2 years)	\$93,950.00
Millennial Pool Services	Pool maintenance and management with one attendant at each pool (1- year contract)	\$92,000.00

Vendor	Description	Price
Iron Rock Security	1 Security Guard / Pool Attendant at each pool for the 2024 pool season.	\$51,650.00
Adamas Building Services	1 Security Guard / Pool Attendant at each pool for the 2024 pool season.	\$63,812.00
Allied Universal Security	1 Security Guard / Pool Attendant at each pool for the 2024 pool season.	\$58,503.50

Management is recommending contracting with Allied Universal Security for Security Guards / Pool Attendants for the 2024 pool season for a cost of \$58,503.50. The funds to meet this expense will be provided by account #8570 – Swimming Pool R&M. Management is also recommending doing the pool maintenance in-house for an estimated cost of \$20,000.00. The funds to meet this expense will be provided by account #8570 – Swimming Pool R&M. The Board will vote on this at the next open Board meeting on March 6, 2024.

Pools – Salt Generator Cell Replacement (H. Height presented): LVW pools were converted to salt water pools in 2016. The system requires salt generator cells that convert to salt water to chlorine so it sanitizes and balances the pool water. These salt cells have a life-span of three to five years. They are now due for replacement. The following bids were received;

Vendor	Equipment	Price
Baystate Pools	Qty - 7 Intellichlor IC-60 salt cells	\$9,627.04
Pool Warehouse	Qty - 7 Intellichlor IC-60 salt cells	\$11,270.26
Vita Filters	Qty - 7 Intellichlor IC-60 salt cells	\$12,830.19
Amazon	Qty - 7 Intellichlor IC-60 salt cells	\$12,800.27

Management is recommending purchasing seven (7) Intellichlor IC-60 salt cells from Baystate Pools for a cost of \$9,627.04. The funds to meet 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 March 6, 2024.

Club Encore Hot Tub Update (H. Height update): construction on replacing the hot tub will begin at the end of the month, weather permitting.

Bus Contract: the contract is due to expire on March 31, 2024. There is a small ad-hoc committee that will be reviewing the bus schedule to try to reduce the hours/trips in order to save costs.

Chargeable Items: Fluorescent bulbs are no longer being made. Maintenance will be able to retrofit and replace with LED bulbs. The new cost will be \$10.00 per bulb.

Pets: 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. Residents are not to walk their pets between units.

Visitors: the Association is alerted when there is excessive volume of visitors to a unit and an investigation will take place.

Update regarding substance on common property: the resident was fined and charged expenses to clean the area which were paid. The police and prosecutors' office will not be filing charges.

Incident at Club Encore: there were underage visitors using the facility at Club Encore and damaged some property. The resident will be assessed fines, charged for the damage and access badge will be suspended.

Parking Spaces: the parking spaces in front of Willow Hall that were 30-minute spaces have now been converted to handicap spaces. The Association is adding ten spaces at each recreation building for residents by permit only to park in an assigned space between 10:30 PM and 7:30 AM. The policy for parking in these spaces will be placed in the Resident's Handbook. Management is currently waiting for signage.

BOARD OF TRUSTEE'S REPORT: (F. Weinstein)

The Board of Trustee's Goals and Objectives for 2024 was presented.

UNFINISHED BUSINESS:

1. The revisions to the "Terms and Conditions" for Architectural Specifications were presented as attached to the agenda. The Board will vote on this at the next open Board meeting on March 6, 2024.

NEW BUSINESS:

1. The Board presented the Bylaws amendment pertaining to Fines as attached to the agenda. The Board will vote on this at the next open Board meeting on March 6, 2024. This will be a rejection ballot and ballots will be mailed on March 7, 2024. The Board will hold a special meeting on Monday, April 8, 2024 to announce the results.

The next open Board meeting will be held on Wednesday, March 6, 2024 at 1:00 PM in the auditorium at Willow Hall.

There being no further business, the Board meeting adjourned at approximately 3:44 PM.

Samantha Bowker
Administrative Assistant

Steven Leslierandal
Board Secretary

Approved: PENDING

DRAFT

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

TERMS & CONDITIONS

PERTAINING TO APPLICATION FOR PERMIT TO INSTALL IMPROVEMENTS

PERMISSION TO INSTALL IMPROVEMENTS SHALL BE LIMITED TO THE ITEMS SPECIFICALLY SET FORTH AND IS GRANTED UPON THE FOLLOWING CONDITIONS, VIOLATIONS OF WHICH SHALL BE GROUNDS FOR RESCINDING OR REVOKING THE PERMISSION GRANTED.

1. The specified improvements shall must be located as shown on the plan or diagram or specification attached as an essential element of the permit.
2. Any work performed in a resident/owner's unit or on the common area, including foundation planting beds outside the unit, be-is subject to all State laws, Municipal ordinances, and Association regulations.
3. If any work, installation, or improvement, whether approved or unapproved, causes any damage to any Unit, the General Common Elements, or Limited Common Elements, the Unit Owner(s) associated with the work/improvement shall be solely responsible for the same. By installation of any improvement, whether approved or unapproved, the Unit Owner(s) agree, for themselves and for their successors and assigns, to indemnify, defend and, hold the Association harmless with respect to any claim, damage or any injury to any person or thing related to the improvement and/or the installation, modification, maintenance, use or removal of the improvement.
4. By the execution and acceptance of this permit and its terms and conditions the resident/owner understands that the installation, when completed, and then forming a part of the Common area, will not be insured by the Leisure Village West Association against, any loss or for any Indemnification.
5. The resident resident/owner acknowledges that the responsibility to repair and maintain said improvement rests solely with the resident/owner and does not and will not be the responsibility of the Leisure Village West Association.
6. All work will be subject to inspection by Leisure Village West Association.¹ The resident/owner together with the contractor or workman will be responsible for any deviations from the approved permit and will be required to make any necessary corrections at the resident/owner's expense.
7. The inspection is for the sole purpose of verifying the resident/owner's compliance with the plans, diagram and/or specifications and is not intended to warrant the quality, correctness or compliance with contracts or codes of any work performed. The Association accepts no liability should the installation be improperly installed or if the installation causes damage to the unit, another unit or the common elements.
- ~~7.8.~~ Work improvements cannot be performed without approved permits from Leisure Village West Association and proper permits if required for Building, Electrical, Plumbing, etc. from Manchester Township Bureau of Inspections or County and be in compliance with all State laws and municipal ordinances.
- ~~8.9.~~ For the protection of the resident/owner and the Leisure Village West Association, it is recommended that the services must be performed by an approved/licensed contractor, with proper insurance coverage, unless otherwise indicated with the Specification.

RESIDENT/OWNER - Please keep this for your records

¹~~The inspection is for the sole purpose of verifying the Owner's compliance with the plans, diagram and/or specifications and is not intended to warrant the quality, correctness or compliance with contracts or codes of any work performed. The Association accepts no liability should the installation be improperly installed or if the installation causes damage to the unit, another unit or the common elements.~~

**LEISURE VILLAGE WEST ASSOCIATION, INC.
AMENDMENT TO THE BY-LAWS
PERTAINING TO FINES**

This amendment is made on this ____ day of _____ 2024, 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; and

WHEREAS, the Association was created by, among other documents, a **Master Deed and Declaration of Restrictive and Protective Covenants with attached By-Laws** (the "**Governing Documents**"), recorded in the Office of the Ocean County Clerk on **January 10, 1978, in Deed Book 3683, Page 51, et seq.**, and as amended from time to time; and

WHEREAS, P.L. 2017, Ch. 106, often referred to as the Radburn Bill, a supplement to the Planned Real Estate Development Full Disclosure Act, passed on July 13, 2017, provides that, "[a]n executive board shall not amend the bylaws of an association without a vote of the association members open to all association members, as provided in the association's bylaws... except an executive board may amend the bylaws under the following circumstances:... (b) after providing notice to all association members of the proposed amendment, which notice shall include a ballot to reject the proposed amendment. Other than an amendment to render the bylaws consistent with State, federal or local law, if at least 10 percent of association members vote to reject the amendment within 30 days of its mailing, the amendment shall be deemed defeated;" and

WHEREAS, the Board of Trustees convened for a Special Meeting on _____, 2024, and a quorum being present, a majority of the Trustees present voted to amend the Association's By-Laws; and

WHEREAS, the Board of Trustees proposed this amendment to the membership pursuant to N.J.S.A. 45:22A-46(d)(5) via a mailing sent on _____, 2024; and

WHEREAS, after waiting the required thirty (30) days, less than ten (10%) percent of the membership rejected this proposed amendment; and

NOW, THEREFORE, THE ASSOCIATION'S BY-LAWS ARE AMENDED AS FOLLOWS:

1. FINES

By-Laws, Article IX, Section 2, Section entitled "FINES" is hereby deleted and replaced with the following:

FINES: The Association shall have the right to levy fines upon any Unit Owner for any violation of the Master Deeds, these By-Laws, resolutions or any duly adopted Rule or Regulation (collectively, the "Governing Documents"). Such fines may be levied upon the Unit Owner for his/her own acts, acts of his/her tenants or any guests or invitees of said Unit Owner. The amount of such fines shall be established by the Board of Trustees and may be changed from time to time. Each day that a violation exists after notice shall constitute a separate occurrence of the

violation and subject the Unit Owner to an additional fine for each occurrence. Any fine so levied shall be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses.

The Association shall be entitled to recover its reasonable attorney's fees incurred in enforcing the Governing Documents. All charges related to any enforcement action and/or correction of a violation shall be chargeable to the offending Unit Owner, including reasonable attorneys' fees incurred by the Association. Further, in the event the Board of Trustees institutes legal action to enforce the terms of the Governing Documents or for the collection of fines or is sued and the Association prevails, the Association shall be reimbursed for payment of attorney's fees plus interest and costs of suit. Collection of all charges referenced herein may be enforced against any Unit Owner involved as if the charge were an assessment owed by that particular Unit Owner.

2. In the event any provision of this Amendment is deemed unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
3. All provisions of the By-Laws not amended by this Amendment shall remain unchanged and in full force and effect.
4. Notwithstanding the full execution of this Amendment, this Amendment shall not take effect until this Amendment is recorded in the Ocean County Clerk's Office.

LEISURE VILLAGE WEST ASSOCIATION, INC.

Amendment: Policy No.

Pertaining To: By-Law Amendment Pertaining to Fines

Duly adopted at a meeting of the Board of Trustees of Leisure Village West Association Inc., held this
___ day of _____, 2024.

<u>Officer</u>	Vote:			
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Trustee	___	___	___	___
_____, Trustee	___	___	___	___
_____, Trustee	___	___	___	___
_____, Trustee	___	___	___	___
_____, Trustee	___	___	___	___
_____, Trustee	___	___	___	___
_____, Trustee	___	___	___	___

Attest:

**LEISURE VILLAGE WEST
ASSOCIATION, INC.**

_____, Secretary

_____, President

Amendment Effective: Upon recording with the County Clerk.

[TO BE PLACED ON ASSOCIATION LETTERHEAD]

[DATE]

[ADDRESS]

**Re: Leisure Village West Association, Inc.
Proposed Amendment to By-Laws Pertaining to Fines**

Dear Unit Owner:

The Board of Trustees is always looking for ways to improve our community. The Board is proposing an amendment to the Association's By-Laws to permit the Board to set the amount of fines that can be charged for different kinds of violations of the Association's governing documents, up to the statutory maximum. This amendment also clarifies the Association's right to charge the cost of enforcement, including attorneys' fees, to the offending Unit Owner(s).

In accordance with the Radburn law, Unit Owners have thirty (30) days from the date of this mailing to reject the Amendment. The Amendment will become effective unless percent (10%) or more of the Unit Owner vote to reject the amendment. If you object to the enclosed Amendment, then you may vote by returning the enclosed ballot, which contains further instructions.

If you agree with Board's decision to adopt the enclosed Amendment, then you do not have to do anything.

If the Unit Owners do not reject the amendment within thirty (30) days, the enclosed Amendment will be recorded with the Ocean County Register's Office and become effective at that time.

Sincerely,

Leisure Village West Association, Inc.

By: _____

BALLOT to REJECT AMENDMENT

In order to cast a vote to reject the By-Laws Amendment, you must return this ballot within thirty (30) days of the date of the notice, which you received with this ballot.

No action is required if you approve of the amendment.

Pursuant to recent regulatory changes all ballots must be anonymous. Please follow the directions below for returning this ballot to maintain your anonymity. If you fail to follow the directions, you risk your ballot not being counted and/or waiving your anonymity.

Mailing to: Leisure Village West Association, Inc.
959 Buckingham Drive
Manchester, NJ 08759

Only one ballot may be cast per unit.

() I vote to **reject** the enclosed By-Law amendment which would permit the Board to set the amount of fines for violations and clarifies the Association's right to charge enforcement costs to the violating owner's account, as fully set forth in the attached Amendment.

DIRECTIONS FOR RETURNING VIA MAIL: This ballot is to be submitted anonymously by using a "double envelope" return system. Please place this ballot inside an "inner envelope" and write your name and Unit address clearly on the outside of the envelope. Please sign your name over the seal of the envelope. Place that envelope inside an "outer envelope" with the Association's return address and proper postage on the outside to be returned to the Association. Once you are confirmed to be in "good standing," your ballot will be removed and separated from the inner envelope to be tallied anonymously.

If you write your name or address on this ballot or return it other than as instructed herein, you will be deemed to have waived your right to cast your ballot anonymously.

Text to Be Removed

FINES. The Board shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any Rule or Regulation of the Association or for violation(s) of any covenants or restrictions contained in the Master Deeds or Bylaws. No fine may be levied for more than Fifty Dollars (\$50.00) for any first violation. Each day a violation continues after notice, it may be considered a separate violation. If a member is, within six (6) months of any determination of violation, found guilty of a second violation of any of the foregoing, the fine to be imposed shall be not less than Fifty Dollars (\$50.00) for the second any subsequent violation. Collection of the fine may be enforced against any Unit Owner(s) involved as if the fine were a common expense owed by the particular Unit Owner(s). Notwithstanding the foregoing, before any fine is imposed by the Board, the Unit Owner involved shall be given at least ten (10) calendar days' prior written notice and shall be afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted. Procedures for implementation of the Board's power to levy fines shall be set forth by Regulation. Such Regulation shall establish procedures for imposition of fines, and the amount of fines or range thereof for respective initial violations or categories of violations.

Text to Be Inserted

FINES: The Association shall have the right to levy fines upon any Unit Owner for any violation of the Master Deeds, these By-Laws, resolutions or any duly adopted Rule or Regulation (collectively, the "Governing Documents"). Such fines may be levied upon the Unit Owner for his/her own acts, acts of his/her tenants or any guests or invitees of said Unit Owner. The amount of such fines shall be established by the Board of Trustees and may be changed from time to time. Each day that a violation exists after notice shall constitute a separate occurrence of the violation and subject the Unit Owner to an additional fine for each occurrence. Any fine so levied shall be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses.

The Association shall be entitled to recover its reasonable attorney's fees incurred in enforcing the Governing Documents. All charges related to any enforcement action and/or correction of a violation shall be chargeable to the offending Unit Owner, including reasonable attorneys' fees incurred by the Association. Further, in the event the Board of Trustees institutes legal action to enforce the terms of the Governing Documents or for the collection of fines or is sued and the Association prevails, the Association shall be reimbursed for payment of attorney's fees plus interest and costs of suit. Collection of all charges referenced herein may be enforced against any Unit Owner involved as if the charge were an assessment owed by that particular Unit Owner.

Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

Interoffice Memorandum

To: Board of Trustees

From: Howard Height

Date: November 2, 2023

Re: LVWA 2024 In-house Pool Management with hired Security Guards

With rising costs facing every aspect of managing the pools at Leisure Village West, we are considering managing the pool chemicals and maintenance in-house for the 2024 season. We are also considering hiring security guards to attend to the entry gates and maintain the LVWA pool rules. We currently have existing employees who have extensive experience in maintaining pool chemistry and compliance with the OCHD regulations.

We have sent out RFPs for next year's Pool Maintenance and Management to Life Guard companies, so we can gauge anticipated increases if we stay with the status quo.

We have also sent our RFPs to security guard companies to gauge those costs if we choose that option.

We have received the following bids so far:

Vendor	Description	Price
Carmona Pool Service	Pool maintenance and management with one attendant at each pool (2-year contract, pricing is the average of the 2 years)	\$93,950.00
Millennial Pool Services	Pool maintenance and management with one attendant at each pool (1- year contract)	\$92,000.00

Vendor	Description	Price
Iron Rock Security	1 Security Guard / Pool Attendant at each pool for the 2024 pool season.	\$51,650.00
Adamas Building Services	1 Security Guard / Pool Attendant at each pool for the 2024 pool season.	\$63,812.00
Allied Universal Security	1 Security Guard / Pool Attendant at each pool for the 2024 pool season.	\$58,503.50



The cost for Chemicals in-house for the 2024 pool season is estimated to approximately \$20,000. We are also recommending purchasing new salt cells going forward. Salt water chemistry for the pools could lower our cost of chemicals, and should improve the quality of the water for the upcoming seasons. The existing salt cells were purchased before Covid and are in need of replacement. Salt cells typically have a useful life-span of 3 -5 years.

Conclusion:

If the management and maintenance of the pools are done in house the cost is estimated to approximately \$20,000 for pool chemicals. The bid from Allied Universal (our current security guard provider) is \$58,503.50. This would be an approximately 14,000 savings based on current estimates. We would suggest not having swipe entry for the pools, and allow the guards to control who enters and does not enter the pool area. This should alleviate a majority of the problems experienced in the past with minors and too many guests entering.

We recommend contracting with Allied Universal Security for Security Guards / Pool Attendants for the 2024 pool season. The contract cost is \$58,503.50. This would be charged to account #8570 — Swimming Pool R&M. We recommend doing the pool maintenance in-house for an estimated cost of \$20,000, charged to account #8570. We also recommend purchasing 7 new salt cells. The cost would be approximately \$9,100.00. The purchase would be from account GL#3230 Capital Replacement Common Buildings. (The salt cell purchase will be presented in a separate memo).

Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

Interoffice Memorandum

To: Board of Trustees

From: Howard Height

Date: February 1, 2024

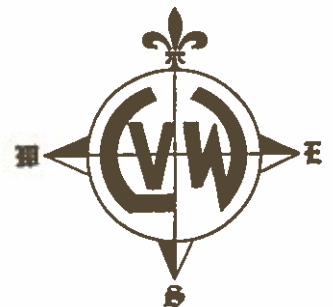
Re: Pools – salt generator Cell replacement

They Leisure Village West Pools were converted to salt water pools in 2016. They system requires salt generator cells that convert to salt water to chlorine to sanitize and balance the pool water. These salt cells have a life-span to 3 to 5 years. They are due for replacement. We have received the following bids:

(Prices include tax)

Vendor	Equipment	Price
Baystate Pools	Qty – 7 Intellichlor IC-60 salt cells	\$ 9,627.04
Pool Warehouse	Qty – 7 Intellichlor IC-60 salt cells	\$ 11,270.26
Vita Filters	Qty – 7 Intellichlor IC-60 salt cells	\$ 12,830.19
Amazon	Qty – 7 Intellichlor IC-60 salt cells	\$ 12,800.27

We recommend contracting purchasing 7 Intellichlor IC-60 salt cells from Baystate Pools for a cost of \$ 9,627.04. These will be installed in-house. This expense will be charge to GL# 3230 – Capital Replacement – Common Buildings.



Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

Interoffice Memorandum

To: Board of Trustees

From: Howard Height

Date: January 30, 2024

Re: Willow Kitchen – Replace Commercial Dishwasher

The Commercial dishwasher in Willow Kitchen is in need of replacement. The motor has gone bad and it will no longer drain. We have gone out to bid. Prices are as follows:

All quotes include tax

Vendor	Brand / Model	Price
Johnson's Restaurant Equipment	Moyer 201HT Commercial Dishwasher	\$4,797.06
Go Foodservice.com	Moyer 201HT Commercial Dishwasher	\$5,491.45
KaTom Restaurant Supply	Moyer 201HT Commercial Dishwasher	\$4,894.49
EBay	Moyer 201HT Commercial Dishwasher	\$5,491.45

We recommend purchasing the above equipment from Johnson's Restaurant Equipment Inc. for \$4,797.06. This expense will be charge to GL# 3230 – Capital Replacement – Common Buildings.



Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

Interoffice Memorandum

To: Board of Trustees

From: Keith Fallon

Date: 1/31/2024

Re: Irrigation pump motor for 2024 Season

We are approaching the start of our 2024 irrigation season. Prior to the start of the season as with every year we need to purchase well pumps and motors for on-hand stock. We currently have 5 pumps and one motor in stock. We would like to purchase three additional motors for the upcoming season. We have gone out to bid and below are the bids that were received.

Vendor	Qty	Description	Price Ea.	Sub Total	Tax	Shipping	Total
Pump Products	3	5hp well motor	\$ 1,515.91	\$ 4,547.72	\$ 301.29	\$ -	\$4,849.01
Amazon	3	5hp well motor	\$ 2,593.00	\$ 7,779.00	\$ 515.36	\$ -	\$8,294.36
Supreme Water	3	5hp well motor	\$ 1,349.00	\$ 4,047.00	\$ 268.11	\$ 221.13	\$4,536.24

We are requesting to purchase three pumps from Supreme Water Sales for a cost of \$4,536.24 charged to account #3260 Capital Replacement fund Irrigation/well motor



Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

Interoffice Memorandum

To: Board of Trustees

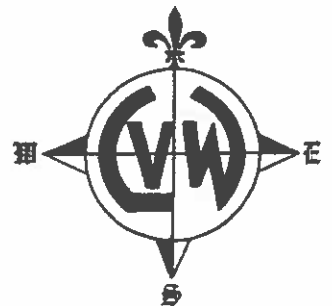
From: Jim Snyder

Date: January 15, 2024

Re: Cluster Mailbox replacements.

The Board of Trustees has established a program to fund the replacement of the 223 Cluster Mailboxes that serve the community. The average price of a Cluster Mailbox is \$2,250.00 per box.

The funding to replace up to 10 Cluster Mailboxes in-house at a cost not to exceed \$25,000.00 will be charged to GL# 3230 Capital Replacement Fund- Common Buildings.



Leisure Village® West Association

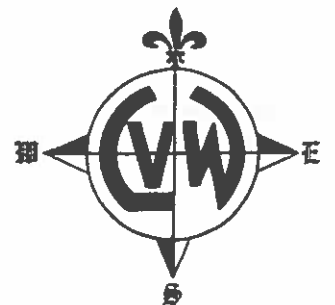
AT MANCHESTER, NEW JERSEY

Interoffice Memorandum

To: Board of Trustees
From: Keith Fallon
Date: January 11, 2024
Re: 2024 Driveway Replacement Program

We are requesting the approval of the 2024 Driveway Replacement Schedule funding. The 2024 list includes up to 27 cement driveways to be replaced in-house.

The funding to complete up to 27 driveways in-house at a cost not to exceed \$30,000.00 will be charged to GL # 3275 Capital Replacement-Concrete Driveways.



Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

Interoffice Memorandum

To: Board of Trustees

From: Jim Snyder

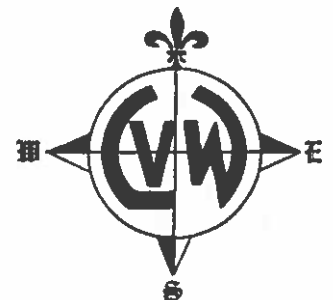
Date: February 6, 2024

Re: 2024 In-House Siding Painting

We are approaching the 2024 siding painting season. The summary below and the details attached will show the units scheduled for siding painting this season.

Condo	Units	Cost
96	42	\$ 47,757.52
97	14	\$ 16,018.90
		\$ 63,776.42

We are requesting funding in the amount of \$63,776.42 to paint the siding in condos 96 & 97. The expense will be charged to GL # 3000 Deferred Maintenance/Siding Painting.



Leisure Village West Association

AT MANCHESTER, NEW JERSEY

POLICY RESOLUTION

CAPITAL AND DE MINIMIS EXPENSING POLICY

FEBRUARY 4, 2015

WHEREAS, the Board of Trustees of Leisure Village West Association pursuant to the Bylaws of the Association, Article VI, Section 1, shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and to expend any and all sums of money collected for the operation, maintenance and upkeep of the Village.

WHEREAS, in an effort to meet their fiduciary responsibility to the membership of the Association, the Board of Trustees has considered various policies that would demonstrate reasonable and prudent controls governing the disbursement of Association funds.

NOW THEREFORE, be it resolved, that on the 4th day of February 2015, the Board of Trustees, at a duly called meeting, has accepted the policy as recommended by the auditing firm of Mohel, Elliott, Bauer & Gass to set forth the guidelines in this policy:

Leisure Village West Association will not capitalize amounts meeting the following criteria:

1. ~~Amounts paid to acquire, produce, or improve tangible property less than \$3,000, not exceeding \$5,000 are charged to the appropriate de Minimis expense accounts. This threshold is applied at the per item or per invoice level and must include any allocable expenses included on the invoice, e.g. taxes, transportation, etc., or~~OR
2. ~~Amounts paid to acquire, produce, or improve tangible property with an economic useful life of 12 months or less are charged to the appropriate de Minimis expense accounts.~~

This policy does not apply to land, common property not on the Association's balance sheet or inventory.

Approved: February 4, 2015

Revised: PENDING



Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

Interoffice Memorandum

To: Board of Trustees

From: Howard Height

Date: February 12, 2024

Re: Stage Lighting - Encore Auditorium

The Stage Lighting at Encore Auditorium is in need of replacement. It is the original system from when the hall opened. The system is now obsolete and not fully functioning. We would like to install a new system similar to the one in Willow Hall. Resident volunteers will be able to operate the systems at both Halls with the same training and familiarity. We consulted with Hayden Production Services on the design. We went out to bid on the Lighting and equipment. The prices are as follows:

(Prices include tax and shipping)

Vendor	Equipment	Price
Hayden Production Services	ColorSource 40 Lighting Console / Stage lights and accessories	\$29,056.11
B&H Audio Video	ColorSource 40 Lighting Console / Stage lights and accessories	\$33,327.15
Sweetwater	ColorSource 40 Lighting Console / Stage lights and accessories	\$31,052.19

We recommend purchasing the ColorSource 40 Lighting Console / Stage lights and accessories from Hayden Production Services for \$29,056.11. We also recommend contracting with Hayden Production Services to install and program the lighting system for \$3,731.88, for a total cost of \$32,787.99. This expense will be charged to GL#3230 – Capital Replacement Common Buildings



LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

Know what's below.
Call before you dig. 
1-800-272-1000

SPECIFICATION 1_13

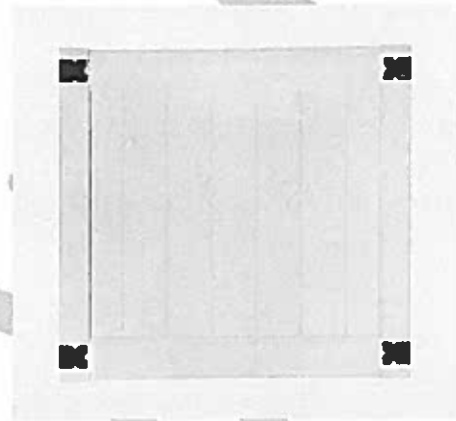
SPECIFICATION FOR PATIO GATE
GREENERY MODELS ONLY

This specification has been reinstated as gates can no longer be purchased from the Association.

INSTALLATION

The Association requires installation by a licensed insured contractor. The current certificate of insurance must be filed with the Association before the owner can apply for a permit and before work can begin.

The gate must match the existing patio enclosure fencing in style, type, height, and color. (See sample below)



The gate must be installed following the manufacturer's instructions. The gate must be attached to the fence or fencing structure and cannot be attached to the unit in any way.

The owner will be responsible for all costs -- including installation, maintenance, and subsequent replacement/removal of the gate.

The owner must notify the Architectural Committee volunteer (name and phone number shown on the face of permit) when the installation is completed.

ALL RESPONSIBILITY FOR THE MAINTENANCE OR REPLACEMENT OF THIS IMPROVEMENT IS THAT OF THE OWNER OR SUBSEQUENT OWNER AND NOT THAT OF THE LEISURE VILLAGE WEST ASSOCIATION. THE ASSOCIATION RESERVES THE RIGHT TO INSPECT THE INSTALLATION.

AMENDED: September 4, 2013
Removed: November 16, 2022
Reinstated: PENDING

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

Know what's below.
Call before you dig. 
1-800-272-1000

SPECIFICATION NO. **6_7**
Page 1 of 2

**SPECIFICATION FOR INSTALLATION OF
NATURAL GAS LINE INTO RESIDENCE**

A MANCHESTER TOWNSHIP PERMIT IS REQUIRED

1. All work is to be performed in accordance with generally accepted trade practices by a licensed and insured contractor experienced in making attachments to gas lines. A current copy of the insurance must be filed with the Association office.
2. Installation shall comply with Code A.N.S.I. Z 223.1 (1974), with all local ordinances and with the conditions stipulated on the diagram on page 2 of this specification. The contractor is responsible for selecting the proper tubing size to satisfy the cubic feet per hour requirement as specified in the table at the included in this specification.
3. The gas line shall be from the main gas line to unit wall where the gas meter will be located. **A diagram must be included indicating the pathway and meter locations.**
4. If there is any question of the underground portion of this installation crossing existing subterranean gas, electrical, telephone, cable or water lines, the owner is advised to contact the involved utility and arrange for surface marking of the exact line location(s). The owner is responsible for any damage to these lines resulting from this installation.
5. The responsibility and all expenses for the installation of the gas line from the main gas line to the residence is the sole responsibility of the Unit Owner.
6. A Leisure Village West Association Approved Permit is required for this installation by a licensed contractor with liability and property damage insurance coverage registered with the LVW Association. The Association reserves the right to inspect the completed installation.
7. The owner must notify the Architectural Committee volunteer (name and phone number shown on the face of the permit) when the installation is completed.

TERMS AND CONDITIONS

A copy of the TERMS & CONDITIONS, as attached to the owner's permit, applies to all the above.

THE RESPONSIBILITY FOR MAINTENANCE OR REPAIR OF THIS IMPROVEMENT IS THAT OF THE UNIT OWNER OR SUBSEQUENT OWNER AND NOT THAT OF THE LEISURE VILLAGE WEST ASSOCIATION.

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

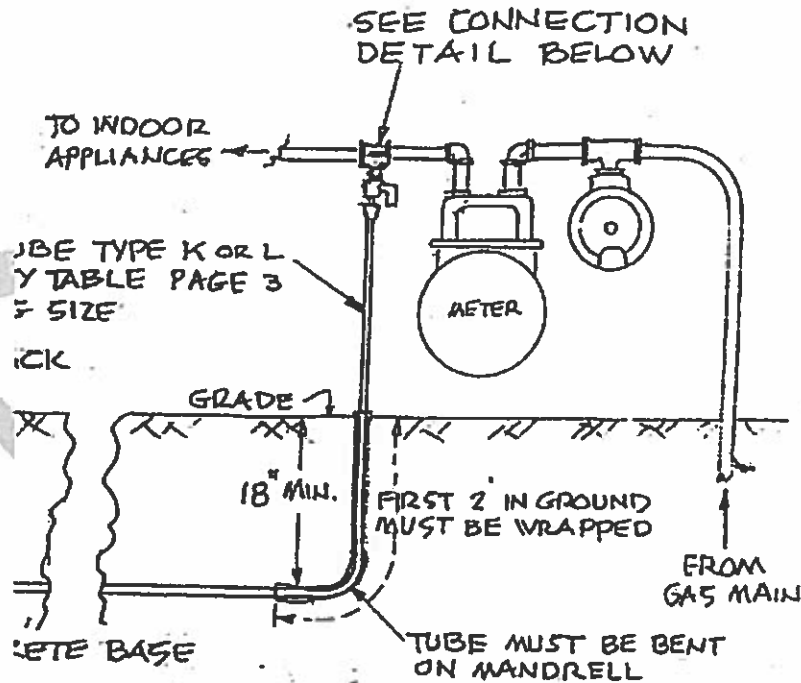
SPECIFICATION NO. 6_7
Page 2 of 2

Cubic Feet per Hour Table:

Maximum Capacity of Semi-Rigid Tubing in Cu. Ft. of Gas per Hour Gas Pressures of 0.5 Psig or Less and a Pressure Drop of 0.3 In. Water Column. Based on 0.60 Specific Gravity Gas.

Outside Diameter Inch	Length of Tubing in Feet					Feet
	10	20	30	40	50	
3/8	20	14	11	10	9	Cu Ft/Hr
1/2	42	29	23	20	18	"
5/8	86	59	47	40	36	"
3/4	153	103	83	71	63	

Connection Details:



NOTE: MANCHESTER TOWNSHIP CODE PERMITS EITHER COPPER TUBING OR PLASTIC PIPE WITH SUITABLE TRANSITION FITTINGS FOR THE UNDERGROUND PORTION OF THE INSTALLATION

Approved: PENDING

Know what's below.
Call before you dig. 
1-800-272-1000

SPECIFICATION FOR NATURAL GAS HOME BACKUP GENERATOR

MANCHESTER TOWNSHIP PERMITS REQUIRED

INSTALLATION

A Leisure Village West Association Permit and a Manchester Township permit are required for this installation.

The Association requires installation by a licensed contractor, registered with the Division of Consumer Affairs. The contractor must furnish the Association with a current certificate of insurance before the owner can apply for a permit and before work can begin.

Work is to be performed in a neat, workman-like manner in accordance with generally accepted trade practices. All installations shall comply with all local laws, codes, regulations, and ordinances. The installer shall be protected during installation by insurance relating to property damage, workers compensation and public liability.

The owner must notify the Architectural Committee volunteer (name and phone number shown on the face of permit) when the installation is completed.

TERMS & CONDITIONS

A copy of the TERMS & CONDITIONS, as attached to the owner's permit applies to all the below.

RESPONSIBILITY FOR THE EXPENSE, INSTALLATION, MAINTENANCE, REPAIR OR REPLACEMENT OF THIS IMPROVEMENT IS THAT OF THE UNIT OWNER, OR SUBSEQUENT OWNER, AND NOT THE LEISURE VILLAGE WEST ASSOCIATION.

SPECIFICATION – GENERAL INFORMATION

1. The Home Backup Generator runs on natural gas from the homeowner's gas line at the expense of the homeowner. **Propane installations are prohibited.**
2. The size of the unit will depend upon whether you are backing up your entire residence or just the essential items.
3. Most home backup generators are air cooled units with steel or aluminum enclosures. Composite plastic enclosures are prohibited.
4. The color of the unit should be consistent with the color of the air conditioning unit of the residence.
5. The Generator is **required** to be installed a **minimum of 5 feet** from any **window or door**, 36 inches from anything combustible (flammable items) and 18 inches from any non-combustibles (non-flammable).
6. Homeowner's electric box upgrades, including installing a switch box, are at the expense of the homeowner and must be installed by a licensed insured electrician.
7. The air-cooled generator models come mounted on a composite pad to simplify installation. NOTE: The liquid-cooled generators are larger and more complex and will require a stronger mounting surface, such as a concrete slab.
8. Local codes require "Generator on Premise" sticker for your main breaker panel and utility meter. These stickers warn an emergency responder to be careful of the large units that contain gas, so it can be disconnected in case of emergency.
9. Township permits are needed – Manchester Electric, Plumbing and Building permits – and town inspection of final installation is required.
10. The newer Generators have been made quieter than those in the past. The Generator will require a weekly test, which **must be scheduled to test on a specific DAY / TIME.**
11. It is imperative that regular maintenance is scheduled to ensure your generator is ready for whenever a power outage may occur.

GAS LINE INSTALLATION SPECIFICATIONS

1. All work is to be performed in accordance with generally accepted trade practices by a contractor experienced in making attachments to gas lines. Installation shall comply with Code A.N.S.I. Z 223.1 (1974), with all local ordinances and with the conditions stipulated on the diagram included in this specification. The contractor is responsible for selecting the proper tubing size to satisfy the cubic feet per hour requirement dependent on grill size, as specified in the table at the bottom of this section.
2. The generator shall be located within the five-foot area and at least 5 feet away from the any windows or doors.
3. If there is any question of the underground portion of this installation crossing existing subterranean gas, electrical, telephone, cable or water lines, the owner is advised to contact the involved utility and arrange for surface marking of the exact line location(s). The owner is responsible for any damage to these lines resulting from this installation.
4. The installer of the gas line must review the property before the sale and provide a **diagram of the generator installation including the gas line and trenching needed.**

Cubic Feet per Hour Table:

Maximum Capacity of Semi-Rigid Tubing in Cu. Ft. of Gas per Hour Gas Pressures of 0.5 Psig or Less and a Pressure Drop of 0.3 In. Water Column. Based on 0.60 Specific Gravity Gas.						
Outside Diameter Inch	Length of Tubing in Feet					
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1/2	42	29	23	20	18	"
5/8	86	59	47	40	36	"
3/4	153	103	83	71	63	

ELECTRICAL INSTALLATION SPECIFICATIONS

1. **An LVW permit for Electrical work is also required.**
2. Homeowner's electric box upgrades, including installing a switch box for the generator, are at the expense of the homeowner.
3. The electrical equipment must be installed in accordance with the manufacturer's instructions.
4. The installation requires a Manchester Electrical Bureau permit and inspection.
5. Electrical updates may be required depending upon the size of the generator and whether you are backing up the entire residence or just some essential items. The installer/contractor will guide you with the amount of amperage needed for your backup requirements.
6. Local codes require "generator on premise" stickers for your main breaker panel and utility meter. These stickers warn an emergency responder to be careful of the large units that contain gas. In the event of an emergency, they would disconnect the fuel for the unit to prevent serious damage.

Approved: PENDING