

RESOLUTION NO. 2020 – 353

**RESOLUTION OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING THE EXECUTION
OF AN EMPLOYMENT AGREEMENT WITH THE
TOWNSHIP ADMINISTRATOR FROM
DECEMBER 1, 2020 TO DECEMBER 31, 2025**

WHEREAS, pursuant to N.J.S.A. 40A:9-137 et seq., the Township shall appoint an Administrator of the Municipality; and

WHEREAS, Martin Lisella has served in the capacity as Township Administrator; and

WHEREAS, the Township finds it necessary and appropriate to authorize execution of a new five-year employment agreement between the Township and Mr. Lisella to serve as Township Administrator for the period of December 1, 2020 to December 31, 2025; and

WHEREAS, the agreement is on file at the Office of the Township Clerk and can be viewed during normal business hours.

NOW, THEREFORE, BE IT RESOLVED on this 1st day of December 2020 by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township hereby authorizes the execution of a five-year employment agreement between the Township and Martin Lisella, Township Administrator for the period of December 1, 2020 to December 31, 2025.

2. The agreement is on file at the Office of Township Clerk and can be viewed during normal business hours.

DASTI & ASSOCIATES
ATTORNEYS AT LAW

310 Lacey Road
P.O. Box 779
Forked River, N.J. 08753

3. The Township hereby authorizes the Mayor, Township Committee, Township Administrator, Township Clerk, and Township CFO to execute any and all documents to implement the intent of this resolution.

4. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:

- (a) John J. Novak, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Tom Lombarski, CFO
- (d) Susan McCabe, Esq., Township Labor Counsel

CERTIFICATION

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on December 1, 2020, a quorum being present and voting in the majority.


Michele Rivers, RMC
Township Clerk

Prepared by:
DASTI & ASSOCIATES

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ATTORNEYS AT LAW

310 Lacey Road
P.O. Box 779
Forked River, N.J. 08753

**EMPLOYMENT AGREEMENT
BY AND BETWEEN THE
TOWNSHIP OF BARNEGAT, NEW JERSEY
AND
MARTIN LISELLA, TOWNSHIP ADMINISTRATOR
FOR THE PERIOD FROM 12-1-2020 to 12-31-2025**

THIS AGREEMENT is made on December 1, 2020,

BY AND BETWEEN:

The **TOWNSHIP OF BARNEGAT**, County of Ocean, State of New Jersey, located at 900 West Bay Avenue, Barnegat, New Jersey 08005, hereinafter referred to as the "Township"

AND

MARTIN LISELLA, residing at the address in his personnel file, hereinafter referred to as "Administrator."

WITNESSETH:

WHEREAS, Martin Lisella is a longtime resident of the Township, a prior member of the Township Committee, and is well versed with the needs of the Township, its residents and taxpayers; and

WHEREAS, the Township wishes to retain and employ Martin Lisella as Township Administrator for the Township of Barnegat.

NOW, THEREFORE, BE IT RESOLVED that both the Township of Barnegat and Martin Lisella wish to enter into a new five(5) year employment agreement in order to maintain and continue the harmonious business atmosphere and working relationship in the Township.

TERMS OF AGREEMENT

THIS AGREEMENT shall cover a five (5) year period which will commence on December 1, 2020 and end on December 31, 2025.

The Administrator shall be subject to the provisions of N.J.S.A. 40A:9-138 pertaining to removal from office and severance pay and subject to the severance pay provisions described within this Agreement.

The Township Committee of Barnegat reserves the sole discretion to extend the terms of this contract as described below for at least one (1) additional year. Not later than three (3) months prior to the expiration of the term of this Agreement, the Township shall provide written notices as to whether the Township intends to extend the term of this contract for a period of at least one (1) additional year with terms and conditions at least as favorable as those set forth in this Agreement.

In the event the Township at any time during the term of the contract reduces the salary and/or other financial or economic benefits of the Administrator in a greater amount or percentage than an applicable across-the-board reduction for all management employees of the Township, then the Administrator has the exclusive option to deem the contract "terminated" at the date that such reduction takes place. On such date, the Township Administrator shall be entitled to receive full compensation until the expiration of contract with all benefits, and all contributions for the remainder of the term will be applied to Administrator's pension. Further, health insurance shall be carried until end of term.

In consideration of Mr. Lisella's continuing service to the Township and his agreement to continue employment as Township Administrator, if the Township terminates this contract prior to the end of this Agreement or fails to comply with the terms or conditions of this Agreement, the Township agrees to pay severance to Mr. Lisella in accordance with the following schedule:

*All compensation for the term of this contract and the accumulated unused vacation time. In addition, the Township also agrees to continue as delineated: (1) all pension contributions by the Township to Mr. Lisella's pension; and (2) all of Mr. Lisella's health care coverage, including hospitalization, major medical, dental and vision coverage under the same conditions which shall include health care contributions, premium co-pay amounts and deductibles in place during the employment period covered under the severance pay provisions shown above.

Should the Administrator be permanently disabled or otherwise unable to perform assigned duties because of sickness, accident, injury, mental incapacity or health for a period of six (6) months beyond any accrued leave and temporary leave time, the Township shall have the right to terminate this contract subject to the provisions described in the bulleted point, above.

DUTIES AND RESPONSIBILITIES

The Administrator shall faithfully fulfill the duties and responsibilities as the Township Administrator as set forth in Section 35-4 of the Code of the Township of Barnegat. It is acknowledged that the Administrator is the Chief Administrative Officer of the Township, accountable to the Governing Body of Barnegat and serving at the pleasure of the Township Committee of Barnegat.

COMPENSATION

The entail base salary for the term of the contract shall be his current salary as of November 30, 2020. The Administrator's salary shall increase under the following circumstances in the following manner: (1) by percentage increase(s) matching in percentage amount and time of implementation any and all Department Head(s) percentage increase(s) (excluding the Barnegat Chief of Police or any personnel of the Barnegat Police Department); or (2) ten percent (10%) higher than the highest Department Head salary, whichever is higher.

The Administrator shall not be entitled to Compensatory Time ("Comp Time") during the term of this contract.

The Administrator shall not be entitled to overtime or any type of premium pay during the term of this contract.

The Administrator shall not be entitled to longevity pay during the term of this contract.

LEAVE TIME

The Administrator shall be entitled to the following annual paid leave time:

Vacation

The Administrator shall be entitled to thirty (30) days per year during the term of this Agreement. Vacation days shall be allocated at the start of each calendar year.

Realizing the demanding work schedule of the Administrator, the Township will allow the Administrator to accumulate up to seventy-five (75) vacation days without penalty or fear of loss of accumulated vacation time. This would be in addition to the Administrator's current year vacation allotment.

Furthermore, as a result of the demanding work schedule, the Administrator shall have the ability to sell back up to fifteen (15) vacation days per year. The Administrator will notify the Chief Financial Officer in writing by January 31 of the succeeding year of the intent to sell back unused vacation days from the previous year along with the exact number of vacation days that will be sold back. Payment must be made by April 15. The rate of pay on December 31 of the year in which the vacation time was earned shall be used in calculating the amount or value of the vacation day sell back.

Personal Leave

The Administrator shall be entitled to five (5) personal days per year. Personal days shall be allocated at the start of each calendar year.

Personal days will not be permitted to be accumulated and must be used in the year in which they are earned. Any personal days not used in the year earned shall be forfeited.

The Administrator shall not be permitted to purchase back any personal days during the term of this contract.

Sick Time

The Administrator shall be entitled to fifteen (15) sick days per year. Sick days shall be allocated at the start of each year. Consistent with state law, sick days shall be permitted to be accumulated.

The Administrator shall have the ability to sell back up to two (2) weeks of sick days per year. The Administrator will notify the Chief Financial Officer in writing by January 31 of the succeeding year of the intent to sell back unused sick days from the previous year along with the exact number of sick days that will be sold back. Payment must be made by April 15. The rate of pay on December 31 of the year in which the sick time was earned shall be used in calculating the amount or value of the sick day sell back.

The Administrator shall be permitted to purchase back any sick days during the term of this contract. If the Administrator retires during the term of this contract consistent with the requirements of the state Public Employees Retirement System, the Administrator shall comply with the terms and conditions of state law regarding sick leave payout at the time of retirement. However, sick leave payout shall be limited to a maximum payout of \$20,000.00.

HEALTH CARE BENEFITS

The Township shall provide the Administrator with and pay the premium for family health care coverage. The health care coverage shall be the same as provided to Township Department Head(s) and shall include hospitalization, major medical, prescription, dental and vision.

The Administrator shall contribute, by way of appropriate payroll deduction(s), toward the premium costs for the health care coverage as required by State Law P.L. 2011 c.78 and any implementing regulations.

At no time shall the Administrator be able to earn any additional compensation for “opting out” of any health care benefit package.

TOWNSHIP EQUIPMENT AND FACILITIES

In order for the Administrator to effectively perform the duties of the office of Township Administrator, as of December 1, 2020, the Township will provide a Township owned vehicle to the Administrator to be utilized as the Administrator’s vehicle in accordance with the established Township Rules and Regulations regarding the use of municipal vehicles. The vehicle furnished by the Township shall be a four (4) wheel or all-wheel drive vehicle capable of operation during periods of severe weather and/or hazardous road conditions. In addition, the vehicle shall be equipped with necessary communication equipment required to properly monitor Township operations especially during times of crisis.

The Township vehicle issued to the Administrator shall be used for Township business in addition to commuting from the Administrator’s residence to the Township Municipal Building. Furthermore, the Administrator shall be permitted to utilize the Township vehicle for approved educational, training, conference and other professionally related sanctioned events and meetings. Additionally, the Administrator shall be permitted to utilize the Township vehicle for personal use within thirty (30) miles of the boundaries of the Township of Barnegat.

The Township vehicle issued to the Administrator shall be a leased vehicle with a maximum mileage of 10,000 miles per year. In the event the mileage exceeds 10,000 miles per year the additional financial responsibility for the excess mileage will be solely the responsibility of the Administrator.

OFFICE AND OFFICE EQUIPMENT

The Township shall furnish an appropriate office representative of the position and suitable to conduct Township business along with holding private meetings.

The Township shall furnish an appropriate laptop computer to the Administrator. The laptop shall be capable of performing standard office, business and financial program functions along with being able to access the Township email and financial system from a remote location.

The Township shall be obligated to provide a modern communication device for the Administrator. This device shall be capable of handling both cellular phone calls along with text and email communications. The Township shall be responsible for all cost associated with the use of the mobile communication device.

DISABILITY INSURANCE

The Township shall pay the annual premium cost of a suitable individual disability income protection group insurance policy for the Administrator during the term of this contract.

The Administrator shall also be enrolled in the New Jersey State Temporary Disability Program and shall be responsible for paying the monthly premium as all other Township employees.

EDUCATION AND PROFESSIONAL DEVELOPMENT

The Township shall permit necessary time during working hours for the Administrator to attend needed educational classes, seminars and courses required to maintain licenses, certification or other certificates of accomplishment.

The Township agrees to pay for all cost incurred in obtaining and/or maintaining licenses and certification that enhances the ability of the Administrator to effectively manage the Township. This shall include, but not be limited to, various Federal and State Government issued licenses, certification and certificates along with attaining the International City Managers Association Credentialed Manager designation.

The Township shall pay for the costs for all dues, fees and subscriptions cost for membership in the New Jersey State Municipal Management Association, the New Jersey League of Municipalities, and the International City Management Association.

OUTSIDE EMPLOYMENT

Subject to adequate written notice to the Township Committee, the Administrator shall be permitted to engage in outside employment as long as it does not impact the ability of the Administrator to effectively manage the community or create a conflict of interest.

The Administrator is expressly prohibited from working for any business or firm that does business with the Township of Barnegat. Further, if applicable, the Administrator shall be required to disclose any and all such outside employment on the state required financial disclosure form.

Any income generated by such outside work shall be retained by the Administrator. This does not include revenue generated with work associated with shared service agreements.

GENERAL AND MISCELLANEOUS TERMS AND CONDITIONS

By nature of the Administrator's work, often times the Administrator is outside at various incidents or situations in extreme weather conditions. As a result, the Township shall furnish the Administrator with appropriate and proper safety gear and clothing in order to comply with the applicable Federal and State safety regulations along with gear and clothing suitable for severe weather conditions.

The Township shall supply the Administrator with suitable Township issued identification that is acceptable during declared emergencies.

The Administrator shall be entitled to the same paid holidays as other Township Department Heads. As of January 1, 2012, the Barnegat Township Department Heads receive a total of twelve and one-half (12.5) paid holidays per calendar year.

The Administrator shall be entitled to any and all other benefits available to Department Heads which have not otherwise been enumerated herein.

If the Administrator passes away during the term of this Agreement from non-work related causes or injuries, the Administrator's spouse shall be entitled to full health care coverage paid in full by the Township for a period of one (1) year from date of death. In addition, the Administrator's spouse shall be entitled to a \$300,000.00 death benefit payout.

No amendments or additions to this employment Agreement shall be binding upon the parties unless in writing and mutually agreed to and duly signed by both parties.

SEVERABILITY

It is the intention of the parties that the terms and conditions of this employment Agreement shall be consistent and in full compliance with the laws of the state of New Jersey and the Rules and Regulations of the New Jersey Department of Community Affairs, Division of Local Government Services. Should any provision of this contract be found invalid by a court or reviewing agency of competent jurisdiction, the balance of the agreement shall remain in full force and effect.

NOTICES

All notices under this Agreement shall be in writing to the addresses referenced on the first page of this Agreement.

ENTIRE AGREEMENT

This employment Agreement contains the entire understanding of the parties and there are not representations, warranties, covenants, promises or undertakings other than those expressly set forth herein.

The above items set forth the terms and conditions of employment for Martin Lisella as Administrator for the Township of Barnegat, County of Ocean, State of New Jersey. Upon execution of this Agreement, any previous employment agreements for the Administrator shall be null and void and have no further effect.

IN WITNESS WHEREOF, the parties have hereto executed this contract as of the day and year written at the beginning of this Agreement.

ATTEST:


MARTIN LISELLA

ATTEST:



TOWNSHIP OF BARNEGAT



JOHN NOVAK
Mayor