

RESOLUTION 2017 - 361**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY
APPROVING AND AUTHORIZING THE EXECUTION
OF THE AMENDMENT TO THE EMPLOYMENT
AGREEMENT WITH MARTIN LISELLA, TOWNSHIP
ADMINISTRATOR**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has previously adopted Resolution 2015-358 on November 16, 2015, thereby appointing Martin Lisella as Township Administrator; and

WHEREAS, the aforementioned Employment Agreement runs for a five year term, through November 30, 2020; and

WHEREAS, the Township and Mr. Lisella have reviewed the existing Contract and have discussed an agreement upon certain modifications and amendments thereto; and

WHEREAS, both the Employment Agreement and the Amendment to the Employment Agreement are on file with the Office of the Township Clerk and can be reviewed during normal business hours; and

WHEREAS, the Township is extremely pleased with the work ethic and results of Martin Lisella as Township Administrator.

NOW, THEREFORE, BE IT RESOLVED, this 14th day of November, 2017, by the Township Committee of the Township of Barnegat, County of Ocean State of New Jersey as follows:

1. The Township hereby accepts and authorizes execution of the Amendment to the Employment Agreement with Martin Lisella, Township Administrator, effective January

1, 2018 a true copy of which is on file with the Office of the Township Clerk and can be reviewed by the public during normal hours.

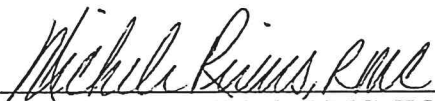
2. The Township authorizes and directs the Mayor, Township Clerk, and Township Chief Financial Officer to execute any and all necessary documents in order to implement the intent of this resolution.

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

- a.) Honorable Albert Bille, Mayor;
- b.) Martin Lisella, Township Administrator;
- c.) Thomas Lombarski, Township CFO; and
- d.) Jerry J. Dasti, Esquire.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on November 14, 2017, a quorum being present and voting in the majority.


MICHELE RIVERS, RMC, TOWNSHIP CLERK

Prepared by:

**DASTI, MURPHY, McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**
Forked River, New Jersey 08731

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

Z:\CLIENT MATTERS - GL\Barnegat\SPECIAL GENERAL [RETAINER]\GL-25315 Lisella- Twp. Adminsitrator Amend to Agt\2018 Resolution re Amend to Admin Agmt.doc

AMENDMENT TO EMPLOYMENT AGREEMENT

**BY AND BETWEEN THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY AND
MARTIN LISELLA, TOWNSHIP ADMINISTRATOR**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township"), has previously entered into an Employment Agreement (hereinafter referred to as the "Agreement") with Martin Lisella, Township Administrator (hereinafter referred to as the "Administrator"); and

WHEREAS, the Agreement is dated January 1, 2017 and has effectively run for one year; and

WHEREAS, the parties are pleased with the performance of the Administrator for the previous year, as well as with the Township and its interactions with the Administrator; and

WHEREAS, the parties wish to amend the aforementioned Agreement in order to modify certain provisions as set forth therein.

NOW THEREFORE BE IT AGREED this 1st day of January, 2018 by the Township Committee of the Township of Barnegat, County of Ocean and State of New Jersey and Martin Lisella, that the aforementioned Agreement shall be hereby modified as follows:

1. The compensation provision at Page 3 shall be modified to reflect that the Administrator shall receive the annual raise as negotiated by and between the Township and department heads, currently 1.95% per annum.

2. The aforementioned compensation provision shall also be modified to reflect upon the prior year's performance the merit performance base pay shall be approved by the Township in favor of the Administrator in the amount of \$10,000.00, effective January 1, 2018. Said merit base pay of \$10,000.00 shall be added to the base of the Administrator's salary. In addition, any new fee for merit performance based pay shall be added to the Administrator's base salary.

3. The provision entitled "Township Equipment and Facilities" shall be modified to read as follows:

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. The Administrator shall be allowed to utilize the Township vehicle for Township business in addition to commuting from the Administrator's residence to the Township's Municipal Building, as well as miscellaneous driving matters within twenty (20) miles of the boundaries of the Township of Barnegat.

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

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Furthermore, the Administrator shall be permitted to utilize the Township vehicle for approved education, training, conference and other professional related sanctioned events and meetings.

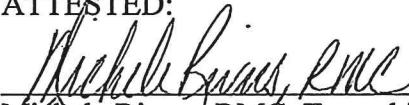
4. The Paragraph "General and Miscellaneous Terms and Conditions" at Page 6, shall be modified so that the fifth paragraph reads as follows:

If the Administrator passes away during the term of this Agreement from non-work related causes or injuries, the Administrator's family (spouse and dependent) shall be entitled to full health care coverage paid in full by the Township for a period of three (3) years from the date of the death. In addition, the Administrator's spouse shall be entitled to three (3) full years of the Administrator's salary at the time of his death, payable bi-weekly.

5. Other than as modified herein, all of the terms and conditions of the aforementioned Agreement shall remain in full force and effect.

TOWNSHIP OF BARNEGAT

ATTESTED:


Michele Rivers, RMC, Township Clerk


ALBERT BILLE, Mayor

ATTESTED:


Michele Rivers, RMC, Township Clerk


MARTIN LISELLA,
Township Administrator

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

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P.O. BOX 1057
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RESOLUTION 2017-41**RESOLUTION OF THE TOWNSHIP COMMITTEE OF
THE TOWNSHIP OF BARNEGAT, COUNTY OF
OCEAN, STATE OF NEW JERSEY APPROVING AND
AUTHORIZING THE EXECUTION OF THE
AMENDMENT TO THE EMPLOYMENT AGREEMENT
WITH MARTIN LISELLA, TOWNSHIP
ADMINISTRATOR**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has previously adopted Resolution 2015-358 on November 16, 2015, thereby appointing Martin Lisella as Township Administrator; and

WHEREAS, the aforementioned Employment Agreement runs for a five year term, through November 30, 2020; and

WHEREAS, the Township and Mr. Lisella have reviewed the existing Contract and have discussed and agreement upon certain modifications and amendments thereto; and

WHEREAS, both the Employment Agreement and the Amendment to the Employment Agreement are on file with the Office of the Township Clerk and can be reviewed during normal business hours; and

WHEREAS, the Township is extremely pleased with the work ethic and results of Martin Lisella as Township Administrator.

NOW, THEREFORE, BE IT RESOLVED, this 1st day of January, 2017, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township hereby accepts and authorizes execution of the Amendment to the Employment Agreement with Martin Lisella, Township Administrator, a true copy of

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

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which is on file with the Office of the Township Clerk and can be reviewed by the public during normal hours.

2. The Township authorizes and directs the Mayor, Township Clerk, and Township Chief Financial Officer to execute any and all necessary documents in order to implement the intent of this resolution.

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

- a.) Barnegat Township Mayor;
- b.) Martin Lisella, Township Administrator;
- c.) Thomas Lombarski, Township CFO; and
- d.) Jerry J. Dasti, Esquire.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on January 1, 2017, a quorum being present and voting in the majority.


MICHELE RIVERS, RMC, TOWNSHIP CLERK

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

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Z:\CLIENT MATTERS - GL\Barnegat\ SPECIAL GENERAL [RETAINER]\GL-24306 RESOLUTIONS 2016\Resolution re Amendment to Adminsitrator Agmt.doc

AMENDMENT TO EMPLOYMENT AGREEMENT

**BY AND BETWEEN THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY AND MARTIN
LISELLA, TOWNSHIP ADMINISTRATOR**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township"), has previously entered into an Employment Agreement (hereinafter referred to as the "Agreement") with Martin Lisella, Township Administrator (hereinafter referred to as the "Administrator"); and

WHEREAS, the Agreement is dated January 1, 2017 and has effectively run for one year; and

WHEREAS, the parties are pleased with the performance of the Administrator for the previous year, as well as with the Township and its interactions with the Administrator; and

WHEREAS, the parties wish to amend the aforementioned Agreement in order to modify certain provisions as set forth therein.

NOW THEREFORE BE IT AGREED this 1st day of January, 2017 by the Township Committee of the Township of Barnegat, County of Ocean and State of New Jersey and Martin Lisella, that the aforementioned Agreement shall be hereby modified as follows:

1. The compensation provision at Page 3 shall be modified to reflect that the Administrator shall receive the annual raise as negotiated by and between the Township and department heads, currently 1.95% per annum.

2. The aforementioned compensation provision shall also be modified to reflect upon the prior year's performance the merit performance base pay shall be approved by the Township in favor of the Administrator in the amount of \$10,000.00, effective January 1, 2017. Said merit base pay of \$10,000.00 shall be added to the base of the Administrator's salary. In addition, any new fee for merit performance based pay shall be added to the Administrator's base salary.

3. The provision entitled "Township Equipment and Facilities" shall be modified to read as follows:

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. The Administrator shall be allowed to utilize the Township vehicle for Township business in addition to commuting from the Administrator's residence to the Township's Municipal Building, as well as miscellaneous driving matters within twenty (20) miles of the boundaries of the Township of Barnegat.

Furthermore, the Administrator shall be permitted to utilize the Township vehicle for approved education, training, conference and other professional related sanctioned events and meetings.

4. The Paragraph "General and Miscellaneous Terms and Conditions" at Page 6, shall be modified so that the fifth paragraph reads as follows:

If the Administrator passes away during the term of this Agreement from non-work related causes or injuries, the Administrator's family (spouse and dependent) shall be entitled to full health care coverage paid in full by the Township for a period of three (3) years from the date of the death. In addition, the Administrator's spouse shall be entitled to three (3) full years of the Administrator's salary at the time of his death, payable bi-weekly.

5. Other than as modified herein, all of the terms and conditions of the aforementioned Agreement shall remain in full force and effect.

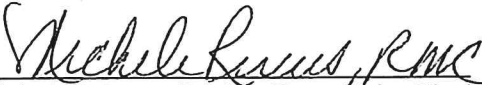
TOWNSHIP OF BARNEGAT

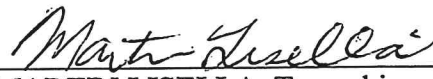
ATTESTED:


Michele Rivers, RMC, Township Clerk


ALBERT BILLE, Mayor

ATTESTED:


Michele Rivers, RMC, Township Clerk


MARTIN LISELLA, Township
Administrator

RESOLUTION 2015-358

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, APPOINTING MARTIN LISELLA AS
TOWNSHIP ADMINISTRATOR**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has needed to terminate the services of David Breeden, former Township Administrator, because of a serious illness; and

WHEREAS, the Township is therefore in need of appointing a new Township Administrator; and

WHEREAS, Martin Lisella, a former Township Committee person, business person and long-time resident of Barnegat Township, has agreed to retain that position; and

WHEREAS, a proposed Employment Agreement between the Township of Barnegat and Martin Lisella has been executed by Martin Lisella. A copy of the Agreement is on file at the office of the Township Clerk and can be reviewed by the public during normal business hours; and

WHEREAS, Martin Lisella is a long-time resident of Barnegat Township, a business person in Barnegat Township, and is a former Township Committee person, and therefore is well aware of the needs of the citizens and taxpayers of the Township; and

WHEREAS, the Township believes that appointing Martin Lisella as Township Administrator is in the long term best interests of the Township, its residents and taxpayers.

NOW, THEREFORE, BE IT RESOLVED, this __16th__ day of November, 2015, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. Martin Lisella is hereby appointed as Township Administrator in accordance with the Employment Agreement executed by Martin Lisella, a true copy of which is on file at the office of the Township Clerk and can be reviewed by the public during normal business hours.

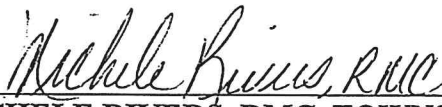
2. The Township authorizes and directs the Mayor, Township Clerk, and Township Chief Financial Officer to execute any and all necessary documents in order to implement the intent of this resolution.

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

- (a) Honorable Susan McCabe, Mayor;
- (b) Thomas Lombarski, Township CFO;
- (c) Jerry J. Dasti, Esquire; and
- (d) Martin Lisella.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on November 16, 2015, a quorum being present and voting in the majority.


MICHELE RIVERS, RMC, TOWNSHIP CLERK

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

Prepared by:

**DASTI, MURPHY, McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**
Forked River, New Jersey 08731

**EMPLOYMENT AGREEMENT
BY AND BETWEEN THE
TOWNSHIP OF BARNEGAT, NEW JERSEY
AND
MARTIN LISELLA, TOWNSHIP ADMINISTRATOR
FOR THE PERIOD FROM
NOVEMBER 30, 2015 THROUGH NOVEMBER 30, 2020**

THIS AGREEMENT is made on November 16, 2015,

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 personal file, hereinafter referred to as "Administrator".

WITNESSETH:

WHEREAS, David Breeden, prior Township Administrator, has been unable to serve on a day to day basis for approximately six (6) months because of serious illness; and

WHEREAS, David Breeden has submitted his pension documents to the New Jersey Pension Board and has indicated his desire to retire and be terminated by the Township effective no later than February 1, 2016; and

WHEREAS, the Township for approximately six (6) months has been without services of a Township Administrator and is in need of appointing a new Township Administrator in order to continue with the Township running smoothly; and

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 November 30, 2015 and end on November 30, 2020.

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 notice 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 the severance pay provision as described in this Agreement.

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:

- Six (6) months of severance pay, including all compensation and accumulated unused vacation time. In addition, the Township also agrees to continue 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 four (4) consecutive weeks beyond any accrued leave and temporary leave time, the Township shall have the right to terminate this contract subject to the severance pay provisions described in this section.

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 \$120,000.00. There shall be no automatic salary or cost of living increases during the term of this contract. The salary shall remain during the five (5) year term at \$120,000.00 per annum.

By February 1 of every year, the Administrator and the Administrative/Finance Sub-Committee shall establish goals and objectives for the year. Satisfactory completion of the established goals and objectives within the prescribed time frame is required in order to receive merit performance based pay.

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) vacation 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 fifty (50) 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 not be permitted to purchase back any sick days during the term of this contract, except at retirement and only at retirement. 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.

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 and shall include hospitalization, major medical, prescription, dental and vision.

The Administrator shall contribute, by way of appropriate payroll deductions, toward the premium cost 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, and in consideration for the Administrator not seeking any raise from his salary during the five (5) year term of this Agreement, as of October 1, 2016 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.

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 cost 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 family (spouse and dependent) shall be entitled to full health care coverage paid in full by the Township for a period of three (3) years from date of death.

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:


MICHELE RIVERS, RMC


MARTIN LISELLA

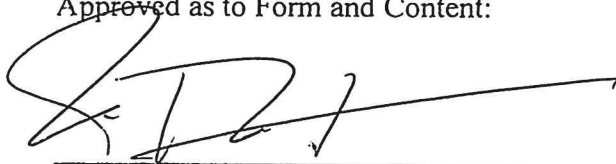
Attest:

TOWNSHIP OF BARNEGAT


MICHELE RIVERS, RMC,
Township Clerk


SUSAN MCCABE,
Mayor

Approved as to Form and Content:


JERRY J. DASTI, ESQUIRE
Township Attorney

Resolution 2015-357

Resolution authorizing the Township Committee to retire into closed session for the purpose of discussing personnel, public safety, contractual and litigation matters

Motion to adopt resolution: J. Novak

Second: M. Lisella

Roll Call: Novak: Yes

Taylor: Absent

Bille: Yes

Lisella: Yes

McCabe: Yes

Added to agenda:

Township Clerk has accepted a letter of resignation from Committeeman Martin Lisella

Resolution 2015-358

Resolution appointing Martin Lisella as Township Administrator

Motion to adopt resolution: A. Bille

Second: J. Novak

Roll Call: Novak: Yes

Taylor: Absent

Bille: Yes

Lisella:

McCabe: Yes

Resolution 2015-359

Accepting and authorizing execution of a memorandum of agreement and new collective bargaining agreement with OPEIU Local 32, White Collar employees Resolution

Motion to adopt resolutions: A. Bille

Second: J. Novak

Roll Call: Novak: Yes

Taylor: Absent

Bille: Yes

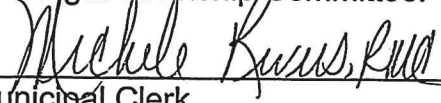
Lisella:

McCabe: Yes

Motion to Adjourn: A. Bille

Second: J. Novak

I hereby certify that the foregoing minutes were formally approved by the Barnegat Township Committee:


Municipal Clerk