

EMPLOYMENT CONTRACT

THIS CONTRACT, entered into this 8th day of March, 2021, by and between the Board of Fire Commissioners of Fire District No. 1, Township of Lakewood, County of Ocean, State of New Jersey, a body corporate and politic of the State of New Jersey (hereinafter referred to as the "Board"), and Erin Belfiglio (hereinafter referred to as "Belfiglio"). Collectively, the Board and Belfiglio shall hereinafter be referred to as the "Parties".

WITNESSETH

In consideration of the promises and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed to by and between the Parties hereto as follows:

The Board does hereby extend the employment of Belfiglio in the position of Entry Level Clerk within the District for the term March 1, 2021, through December 31, 2024, at the below set forth salary:

March 1, 2021 – December 31, 2021 - \$43,680.00 per year, prorated

January 1, 2022 – December 31, 2022 - \$44,553.60 per year

January 1, 2023 – December 31, 2023 - \$45,444.67 per year

January 1, 2024 – December 31, 2024 - \$46,353.56 per year

The annual salary shall be paid in twenty-six (26) equal payments, paid bi-weekly.

Salary payments as hereinabove set forth shall be subject to withholding and other applicable state and federal taxes.

Belfiglio shall work a minimum of forty (40) hours per week.

Belfiglio is not entitled to overtime unless same has been previously authorized by the Board or permitted under this Agreement.

Compensatory time, on an hour-to-hour basis, will be provided for any work performed beyond forty (40) hours per week. Compensatory time shall be cumulative, however, shall not exceed eighty (80) hours.

During the above-mentioned term, Belfiglio shall be entitled to the following paid leave:

A. Twelve (12) paid holidays each year as follows:

New Year's Day

Martin Luther King, Jr. Day

Presidents' Weekend (Monday)

Labor Day

Columbus Day

Veterans' Day

Good Friday
Memorial Day
Independence Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Additional holidays may, at the Board's discretion, be allowed in connection with holidays which fall on weekends. Belfiglio may substitute a holiday not listed for one listed upon notice and approval of the Board.

If the Board determines that it is essential to the mission of the Fire District to have Belfiglio on a holiday, Belfiglio shall be compensated with compensatory time for any hours worked that day at a rate of time and a half of her regular salary, prorated.

The Board, except in emergency situations, cannot cancel holiday leave as set forth in this Agreement.

- B. Personal Leave: Two (2) paid personal leave days per annum. Personal leave days are not cumulative and may not be carried from year to year.
- C. Vacation Leave: Fifteen (15) vacation leave days each calendar year credited at the beginning of each calendar year in anticipation of continued employment; and Vacation leave shall be taken in the year it is earned.

Vacation leave shall be taken in full days only.

Vacation leave not used in a calendar year because of business necessity, as determined by the Board, shall be used during the next calendar year only.

- D. Sick Leave: At the beginning of each calendar year, Belfiglio shall be credited, in anticipation of continued employment, with twelve (12) sick leave working days. Sick leave shall be taken in full days only.

Unused sick leave may be accumulated from year to year without limit.

Sick leave may be used for the following:

1. Personal illness or injury;
2. Care for a reasonable time of a seriously ill member of the Employee's immediate family as defined in N.J.A.C. 4A:1-1.3; and
3. Death in the Employee's immediate family, for a reasonable period of time.

Belfiglio shall be entitled to paid family health benefit insurance to the same extent as other District employees. The Employee shall contribute toward her family health benefit insurance as imposed by state law or regulatory acts.

Belfiglio's job duties and responsibilities shall be those set forth in the job description for Clerk 1 under New Jersey Civil Service job descriptions and as otherwise directed by the Board.

All other terms and conditions of employment previously agreed upon by and between the Board and Belfiglio shall remain in full force and effect provided same are not inconsistent with this Employment Contract.

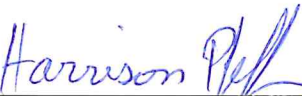
Belfiglio hereby accepts the employment aforesaid and agrees to faithfully do and perform duties under this Employment Contract in accordance with applicable local, state and federal law, as well as all policies, rules, regulations and directives promulgated by the Board.

If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect; and

Each of the provisions of this Employment Contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

IN WITNESS WHEREOF, the undersigned have executed this Employment Contract Agreement the date and year first above written.

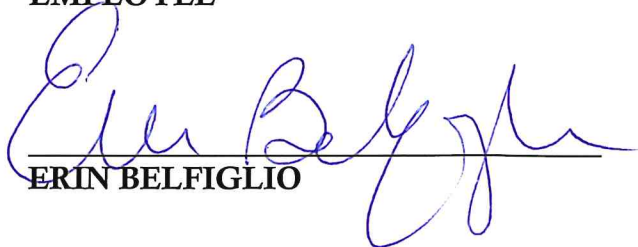
**BOARD OF FIRE COMMISSIONERS
TOWNSHIP OF LAKEWOOD**

Attest: 
HARRISON PFEFFER, CLERK


YAKOV STEINBERG, CHAIRMAN

EMPLOYEE

Witness: 


ERIN BELFIGLIO

**YEHUDA BEER
NOTARY PUBLIC OF NEW JERSEY
ID No: 50050769
My Commission Expires Dec. 7, 2021**

**SIDE LETTER OF AGREEMENT
BOARD OF FIRE COMMISSIONER, FIRE DISTRICT NO. 1
TOWNSHIP OF LAKEWOOD
AND
ERIN BELFIGLIO**

The Board of Fire Commissioners of Fire District No. 1, Township of Lakewood (hereinafter referred to as the "Board" or "District") and Erin Belfiglio (hereinafter referred to as "Belfiglio") hereby agree to enter into this side letter of agreement. The Board and/or District and Belfiglio collectively shall be referred to as "the Parties" within this agreement.

The District and Belfiglio are currently parties to a Employment Contract (hereinafter referred to as the "Contract") titled "Employment Contract" between Board of Fire Commissioners, Fire District No. 1, Township of Lakewood, and Erin Belfiglio, March 1, 2021 - December 31, 2024.

After meeting and conferring in good faith, and despite the fact that the contract has yet to expire, the Board and Belfiglio desire to modify certain terms and conditions notably increasing the salary. Those modifications are set forth in this Side Letter of Agreement. This Side Letter of Agreement shall be in effect following the Parties approval and signature hereon and shall immediately modify only those terms that are specifically set forth herein. All other terms and conditions of the Contract shall remain unchanged for the life of the Contract and may only be modified thereafter by mutual agreement of the parties and memorialized in writing.

All additions shall be in bold face type and underlined and all deletions shall be in bold face type with lines striking the type.

The following memorializes the Parties Agreement effective August 1, 2022.

SALARY

~~January 1, 2022 – December 31, 2022 – \$44,553.60 per year~~

~~January 1, 2023 – December 31, 2023 – \$45,444.67 per year~~

~~January 1, 2024 – December 31, 2024 – \$46,353.56 per year~~

August 1, 2022 – December 31, 2022 - \$55,553.60 per year, prorated

January 1, 2023 – December 31, 2023 - \$55,553.60 per year

January 1, 2024 – December 31, 2024 - \$55,553.60 per year

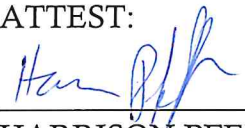
Belfiglio agrees to waive any cost-of-living adjustments she may be entitled to between the dates of August 1, 2022, and December 31, 2024.

FINALITY OF CHANGES

It is understood and agreed that the specific provisions contained in this Side Letter shall supersede any previous agreements, whether oral, or written, regarding the matters expressly addressed herein. In addition, except as amended by this Side Letter, all wages, hours and other terms and conditions of employment presently enjoyed by the affected employees and contained in the Agreement, as amended by duly approved previous side letters, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first hereinabove written.

ATTEST:



HARRISON PFEFFER, CLERK
Board of Fire Commissioners
Fire District No. 1
Township of Lakewood



YAKOV STEINBERG, CHAIRMAN
Board of Fire Commissioners
Fire District No. 1
Township of Lakewood



ERIN BELFIGLIO, EMPLOYEE

 ORIGINAL

EMPLOYMENT CONTRACT

THIS CONTRACT, entered into this 13th day of November 2024, by and between the Board of Fire Commissioners of Fire District No. 1, Township of Lakewood, County of Ocean, State of New Jersey, a body corporate and politic of the State of New Jersey (hereinafter referred to as the "Board"), and Erin Belfiglio (hereinafter referred to as "Belfiglio" or "Employee"). Collectively, the Board and Belfiglio shall hereinafter be referred to as the "Parties".

WITNESSETH

In consideration of the promises and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed to by and between the Parties hereto as follows:

The Board does hereby extend the employment of Belfiglio in the position of Clerk and Human Resource Administrator within the District for the term January 1, 2025, through December 31, 2028, at the below set forth salary:

January 1, 2025 – December 31, 2025 - \$68,750.00 per year

January 1, 2026 – December 31, 2026 - \$72,187.00 per year

January 1, 2027 – December 31, 2027 - \$75,797.00 per year

January 1, 2028 – December 31, 2028 - \$79,586.00 per year

The annual salary shall be paid in twenty-six (26) equal payments, paid bi-weekly.

Salary payments as hereinabove set forth shall be subject to withholding and other applicable state and federal taxes.

Belfiglio shall work a minimum of forty (40) hours per week.

Belfiglio is not entitled to overtime unless same has been previously authorized by the Board or permitted under this Agreement.

Compensatory time, on an hour-to-hour basis, will be provided for any work performed beyond forty (40) hours per week. Compensatory time shall be cumulative, however, shall not exceed eighty (80) hours.

During the above-mentioned term, Belfiglio shall be entitled to the following paid leave:

- A. Holiday Leave: Shall follow the Holiday Leave schedule, terms, and conditions set forth in the Boards current Policies and Procedures Manual.

- B. Personal Leave: Shall follow the Personal Leave schedule, terms, and conditions set forth in the Boards current Policies and Procedures Manual.
- C. Vacation Leave: Shall follow the Vacation Leave schedule, terms, and conditions set forth in the Boards current Policies and Procedures Manual.
- D. Sick Leave: Shall follow the Sick Leave schedule, terms, and conditions set forth in the Boards current Policies and Procedures Manual.

Belfiglio shall be entitled to paid family health benefit insurance to the same extent as other District employees. The Employee shall contribute toward her family health benefit insurance to the same extent as other District employees.

Belfiglio's job duties and responsibilities shall be those set forth in the job description for Clerk 1, 2, and 3 under New Jersey Civil Service job descriptions, including duties associated with Human Resources, Pension and Benefits Administration, and as otherwise directed by the Board.

Belfiglio shall be entitled to a \$4,000.00 increase in base pay upon successful completion and continued certification of the Registered Municipal Clerks (RMC) license, pro-rated.

The employee shall be required to produce a copy of the RMC license certificate each year to qualify for the increase in base pay. The Board shall be notified within seven (7) business days of any lapse in certification of her Registered Municipal Clerks license.

The Board shall pay for enrollment to obtain a Qualified Purchasing Agent (QPA) and/or Certified Public Manager (CPM) Certificate.

All other terms and conditions of employment previously agreed upon by and between the Board and Belfiglio shall remain in full force and effect provided same are not inconsistent with this Employment Contract.

Belfiglio hereby accepts the employment aforesaid and agrees to faithfully do and perform duties under this Employment Contract in accordance with applicable local, state and federal law, as well as all policies, rules, regulations and directives promulgated by the Board.

If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect; and

Each of the provisions of this Employment Contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

IN WITNESS WHEREOF, the undersigned have executed this Employment Contract Agreement the date and year first above written.

**BOARD OF FIRE COMMISSIONERS
TOWNSHIP OF LAKEWOOD**

Attest:



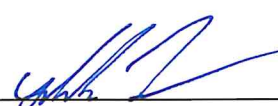
YEHUDA L. GOLD, CLERK



YAKOV STEINBERG, CHAIRMAN

EMPLOYEE

Witness:





ERIN BELFIGLIO

YEHUDA BEER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 7, 2026
COMMISSION # 50050769

EMPLOYMENT AGREEMENT

BETWEEN THE

**BOARD OF FIRE COMMISSIONERS
OF THE
LAKEWOOD TOWNSHIP FIRE DISTRICT NO. 1**

AND

STEVEN MULHOLLAND

EFFECTIVE JULY 1, 2018 THROUGH DECEMBER 31, 2022

TABLE OF CONTENTS

ARTICLE 1 - EMPLOYMENT	PAGE 3
ARTICLE 2 - TERMS OF EMPLOYMENT	PAGE 4
ARTICLE 3 - COMPENSATION	PAGE 5
ARTICLE 4 - EXTENT OF SERVICES	PAGE 5
ARTICLE 5 - EMPLOYEE BENEFITS	PAGE 6
ARTICLE 6 - PROFESSIONAL DEVELOPMENT	PAGE 9
ARTICLE 7 - INDEMNIFICATION	PAGE 10
ARTICLE 8 - MANAGEMENT RIGHTS	PAGE 10
ARTICLE 9 - GENERAL PROVISIONS	PAGE 10

THIS AGREEMENT, entered into this 23rd day of May, 2018, by and between the Board of Fire Commissioners of Fire District No. 1 of the Township of Lakewood, County of Ocean, State of New Jersey, a body corporate and politic of the State of New Jersey (hereinafter referred to as the "Board"), having its principle office situate and located at 316 River Avenue, Lakewood, New Jersey 08701, and Steven Mulholland (hereinafter referred to as the "Employee"), residing at 23 Pinyon Street, Howell, New Jersey 08701. Collectively, the Board and Employee shall hereinafter be referred to as the "Parties".

W I T N E S S E T H

WHEREAS, the Board and Employee desire to enter into an Employment Agreement (hereinafter referred to as the "Agreement") so as to document and memorialize the Parties' understanding of the terms, conditions, rights, responsibilities, obligations and other understandings each has to the other.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed to by and between the Parties hereto as follows:

ARTICLE 1 - EMPLOYMENT

1.01 The Board hereby employs the Employee as the full time Deputy Fire District Administrator for Fire District No. 1 (hereinafter referred to as the "Deputy Administrator") pursuant to the job description approved by the Board and attached hereto as EXHIBIT A, and the Employee hereby accepts such employment upon such terms and conditions hereinafter set forth and agrees to perform the duties required of him to the best of his ability. The Employee acknowledges that the position of Deputy Fire District Administrator is tentative subject to Civil Service approval of the permanent title, upon which the Employee's employment is contingent. If and when Civil Service approves the tentative title, the Employee shall be appointed to the permanent title of Deputy Fire District Administrator, with that appointment being for the remaining term of this Agreement.

1.02 As Deputy Administrator, he shall be the deputy administrative officer of the District and the Lakewood Township Fire Department (hereinafter referred to as the "Department") and, in said capacity, shall be in complete charge of overseeing the day to day operations of the District and Department and shall have full authority and responsibility, subject to the general direction and control of the Fire District Administrator, for formulating policies and administrating the affairs of the District and Department in all respects regarding day to day operations, subject to the provisions heretofore and hereinafter contained. Fire suppression

and/or other emergency response are specifically excluded. See Deputy Fire District Administrator job description attached.

1.03 The Employee serves with all the protections afforded by federal and state law and regulation.

1.04 The within Agreement may be terminated by either party in accordance with the law.

1.05 The Parties may amend, modify, change or alter this Agreement provided same is done so in writing signed by the Parties.

1.06 The Parties, upon mutual consent, may terminate the Agreement.

ARTICLE 2 – TERMS OF EMPLOYMENT

2.01 The term of the Agreement shall commence on July 1, 2018, and terminate on December 31, 2022, unless otherwise terminated as herein provided.

2.02 The term of the Agreement may be extended, at any time, upon mutual written agreement of the parties setting forth each party's understanding of the terms and conditions of the extension of employment.

2.03 If separated from employment, for whatever reason, the Employee shall transfer all records, files, passwords, keys, key fobs, electronic devices and other equipment to the Board forthwith.

2.04 The Employee is not entitled to overtime unless same has been previously authorized by the Board or permitted under this Agreement. Compensatory time, on an hour to hour basis, will be provided for any work performed beyond forty (40) hours per week. Compensatory time shall be cumulative, however, shall not exceed eighty (80) hours.

2.05 The Employee shall serve a period of probation of six (6) months from the date of hiring. During this time period, the Board shall have the right to terminate the Employee for any reason deemed appropriate by the Board. In the event the Board terminates the Employee, the Employee shall be entitled to three (3) months salary as severance pay subject to the mandatory withholdings.

The Employee may be subject to discipline inclusive of termination at any time for cause. Cause shall be defined as those reasons set forth for Civil Service employees under N.J.A.C. 4A:2-2.3. If terminated for cause, the Employee shall not be entitled to severance pay.

2.06 The Employee shall use best efforts to make himself or his designee available to the Board via telephone or other means of communication when not on duty.

ARTICLE 3 - COMPENSATION

3.01 As compensation for services rendered under this Agreement, the Employee shall be entitled to receive a salary as follows:

- A. Effective July 1, 2018, through December 31, 2018, a salary of \$85,000.00.
- B. Effective January 1, 2019, through December 31, 2019, an annual salary of \$86,700.00.
- C. Effective January 1, 2020, through December 31, 2020, an annual salary of \$88,434.00.
- D. Effective January 1, 2021, through December 31, 2021, an annual salary of \$90,202.68.
- E. Effective January 1, 2022, through December 31, 2022, an annual salary of \$92,006.73.

3.02 The annual salary shall be paid in twenty-six (26) equal payments, paid bi-weekly.

3.03 Salary payments as hereinabove set forth shall be subject to withholding and other applicable state and federal taxes.

3.04 The Employee shall be transferred and enrolled in the Public Employees' Retirement System (PERS).

3.05 To calculate the Employee's hourly rate of pay for purposes set forth in this Agreement, his annual salary shall be divided by fifty-two (52) weeks, divided by forty (40) hours per week.

ARTICLE 4 – EXTENT OF SERVICES

4.01 The Employee shall devote himself exclusively to the duties of his office.

4.02 The Employee shall not, during normal business hours, directly or indirectly render any services of a business, commercial or of any other professional nature, to any other person, organization or entity, whether for compensation or otherwise.

4.03 The Employee, outside of normal business hours, shall not engage in any business activity, as set forth in 4.02 above, without prior written approval of the Board and, if approved, only to the extent that such pursuits would not interfere with the Employee's obligation under the Agreement.

4.04 The Employee shall work a minimum of forty (40) hours per week. The Board and the Employee acknowledge that the Employee's work hours and week require the Employee to perform services at times not during the normal business day or week. The Employee shall be

permitted to adjust his hours of employment at such times provided he satisfies the total contracted hours for that pay period. The Employee shall take all reasonable means to inform the Board when and what his adjusted schedule shall be.

4.05 As normal District business hours are 9:00 a.m. to 5:00 p.m., Monday through Friday, the Employee is expected to perform his services primarily in the District office or other place within the District unless he is absent from the District for Board business. The purpose and intent of this provision is to assure appropriate management of District paid and volunteer personnel.

4.06 The Employee shall, on Friday of each week, by electronic communication, inform the Board Chairman of his upcoming weekly schedule to the extent known.

4.07 The Employee acknowledges that the Department consists of volunteer personnel and that the rendering of services is frequently required at after normal business hour meetings, events, activities, etc., and also on weekends, where necessary.

4.08 The Employee is a salaried employee and shall not receive additional compensation for performance of his job duties unless specified herein or otherwise agreed to by the Board.

4.09 It shall be the objective of the Deputy Administrator to provide uninterrupted public safety and protection of the general public within the District as same pertains to fire prevention, protection, suppression and other incidental and necessary activities and events to effectuate same.

4.10 The Deputy Administrator shall not cause, authorize, support or participate in any job or work action including, but not limited to, work stoppage, slow down or walkout.

4.11 The Deputy Administrator shall be under the direct control or supervision of the Board and/or its designee Board members.

ARTICLE 5 – EMPLOYEE BENEFITS

5.01 The Employee will be entitled to twelve (12) paid holidays each year as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Weekend (Monday)	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Additional holidays may, at the Board's discretion, be allowed in connection with holidays which fall on weekends. The Employee may substitute a holiday not listed for one listed upon notice and approval of the Board.

5.02 If the Board determines that it is essential to the mission of the Fire District to have the Employee work on a holiday, the Employee shall be compensated with compensatory time for any hours worked that day at a rate of time and a half of his regular salary, prorated.

5.03 The Board, except in emergency situations, cannot cancel holiday leave as set forth in this Agreement.

5.04 The Employee shall be entitled to two (2) paid personal leave days per annum. Personal leave days are not cumulative and may not be carried from year to year.

5.05 The Employee shall be entitled to annual paid vacation leave as follows:

A. One and one quarter (1-1/4) vacation leave days per month up to the end of the first calendar year of employment; and

B. Each calendar year thereafter, fifteen (15) vacation leave days credited at the beginning of each calendar year in anticipation of continued employment.

Vacation leave shall be taken in the year it is earned.

Vacation leave shall be taken in full days only.

Vacation leave not used in a calendar year because of business necessity, as determined by the Board, shall be used during the next calendar year only.

5.06 The Employee shall be entitled to annual paid sick leave as follows:

A. One (1) sick leave day for every month of service up to the end of the first calendar year of employment; and

B. Thereafter, at the beginning of each calendar year, the Employee shall be credited, in anticipation of continued employment, with twelve (12) sick leave working days.

Sick leave shall be taken in full days only.

Unused sick leave may be accumulated from year to year without limit.

Sick leave may be used for the following:

A. Personal illness or injury;

B. Care for a reasonable time of a seriously ill member of the Employee's immediate family as defined in N.J.A.C. 4A:1-1.3; and

C. Death in the Employee's immediate family, for a reasonable period of time.

5.07 State Health Benefits coverage is not needed at this time. However, if for whatever reason the Employee's spouse loses her State Health Benefits Plan Insurance, the Employee may enroll in family coverage through the District, to be paid at the District's expense subject to mandatory contributions by the Employee.

5.08 The Employee shall receive the use of a cellular telephone for business use only. If the Employee desires to use same for personal use, he may do so with Board approval, provided he reimburses the Board for the reasonable cost of such use.

5.09 The Board may provide the Employee with the use of an automobile for business use only and pay all expenses for the maintenance and operation of the automobile provided. The use of the automobile is not unlimited. The automobile shall be used during normal business hours and at such other times the Employee is conducting Board business. The automobile shall remain at District Headquarters overnight and on weekends, subject to the conditions, circumstances and times set forth herein.

5.10 In the event the Employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to three (3) months. In the event the Employee is granted said injury leave, the Board's sole obligation shall be to pay the Employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Board. At the Board's option, the Employee shall either surrender or deliver his entire salary payments, or the Board shall pay the difference. If the Employee returns to work from injury leave for less than three (3) months, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

When the Employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to three (3) months if the Employee submits a new injury claim due to an independent event causing re-injury or a new injury.

When the Employee requests injury leave, he shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the Employee is entitled to injury leave is initially made by the Board's Workers' Compensation carrier, with the final determination, if necessary, to be made by the Workers' Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the Employee is not entitled to job injury compensation, the Employee shall be denied injury leave and shall have all time off charged against his accumulated sick time and, if necessary, against any other accumulated leave time. If the Employee does not have enough accumulated, he may be advanced sick leave to cover the absence. If the Employee leaves the employ of the Board prior to reimbursing the Board for such advanced time, the Employee shall be required to reimburse the Board for such advanced time.

If the Employee is injured, whether slight or severe, while working, he must make an immediate report within two (2) hours thereof or as soon thereafter as possible to the Commissioner in Charge of Personnel.

It is understood that the Employee must file an injury report so that the Board may file the appropriate Workers' Compensation Claim. Failure to report said injury may result in the failure of the Employee to receive compensation under this Article.

If the Employee is unable to return to duty within six (6) months from the date of injury, the Board may consider same a material breach and declare the Agreement null and void.

5.11 The Employee shall be permitted to participate in a deferred compensation plan at no cost to the Board. The Board agrees to facilitate the necessary payroll deductions, documentations, etc., necessary to establish and implement the plan.

ARTICLE 6 – PROFESSIONAL DEVELOPMENT

6.01 The Board acknowledges a responsibility to assist in the professional development of the Employee, for the benefit of the District. In this regard, the Board shall consider payment of membership fees, conferences, meetings and other related fire or emergency services events which the Board finds are in the District's interest.

6.02 The Employee shall be reimbursed for all reasonable expenses incurred by the Employee in connection with his official duties or as otherwise directed by the Board. Reimbursement shall occur only upon presentation of invoices for the expenses in accordance with District policy.

6.03 The Employee shall be reimbursed at the prevailing IRS rate for mileage for use of his personal vehicle while on Board business and approved by the Board and/or incidental to his duties.

6.04 In the best interest of the District, the Board shall require the Employee to attend and satisfactorily complete recruitment and retention training and education classes, leadership programs, public relations programs, administration courses and programs and other training and education courses the Board deems necessary. All required courses shall be at the expense of the Board. The Employee shall be required to train, educate or instruct District paid and volunteer personnel in those areas for which he is certified and/or trained.

6.05 The Board shall pay for enrollment to obtain a Qualified Purchasing Agent (QPA) and/or Certified Public Manager (CPM) Certificate. Upon successful completion of either program, the Employee shall, upon presentation of his Certificate, receive a two thousand dollar (\$2,000.00) increase in his base pay for each certification. The base pay as calculated herein

does not include any increases as a result of the Employee receiving increases for successful program completion and receipt of a Certificate as a Qualified Purchasing Agent (QPA) and/or Certified Public Manager (CPM). Under such circumstances, these dollar figures will be adjusted.

ARTICLE 7 – INDEMNIFICATION

7.01 The Board agrees to indemnify the Employee in accordance with the provisions of the New Jersey State Statutes for any claim, demand, or judgment by reason of alleged negligence which arise while he is acting in the discharge of his duties.

ARTICLE 8 – MANAGEMENT RIGHTS

8.01 The Fire District hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of New Jersey and the United States.

8.02 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Fire District, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.

8.03 Nothing contained herein shall be construed to deny or restrict the Fire District of its rights, responsibilities and authority under N.J.S.A. 40A or any other national, state, county or local laws or regulations.

ARTICLE 9 – GENERAL PROVISIONS

9.01 Any notices given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introduction paragraph of this Agreement, but each party may adopt a new address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt.

9.02 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment, and this Agreement contains all of the understandings, covenants or agreements between the parties with respect to the employment. In signing the within Agreement, the Employee hereby represents that he has not relied on any promises, representations or other inducement that is not set forth in this Agreement.

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

9.04 If any action of law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, cost, and necessary disbursements in addition to any other relief that may be proper.

9.05 If any specific provision of this Agreement is deemed unenforceable or illegal, such unenforceability or illegality will not in any way result in the unenforceability or illegality of all remaining provisions of this Agreement.

9.06 Any notice required to be given to the provisions of this contract shall be in writing and by certified mail, return receipt requested, and mailed to the parties at the following addresses:

BOARD: Board of Fire Commissioners
Lakewood Township Fire District No. 1
316 River Avenue
Lakewood, New Jersey 08701

DEPUTY ADMINISTRATOR: Steven Mulholland
23 Pinyon Street
Howell, New Jersey 08701

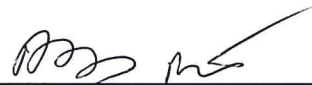
IN WITNESS WHEREOF, the undersigned have executed this Agreement the date and year first above written.

Attest:



AVRAHAM Y. LIEBER, CLERK

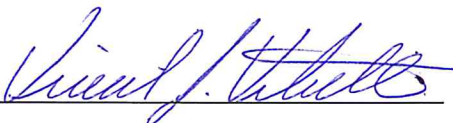
**BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 1
TOWNSHIP OF LAKEWOOD**

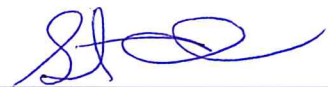


By: DAVID MIZRAHI, CHAIRMAN

**EMPLOYEE
(DEPUTY FIRE DISTRICT
ADMINISTRATOR)**

Witness:





STEVEN MULHOLLAND

**EXTENSION AND MODIFICATION OF
EMPLOYMENT AGREEMENT**

BETWEEN THE

**BOARD OF FIRE COMMISSIONERS
OF THE
LAKEWOOD TOWNSHIP FIRE DISTRICT NO. 1**

AND

STEVEN MULHOLLAND

EFFECTIVE RETROACTIVE TO MARCH 1, 2021
THROUGH DECEMBER 31, 2024

TABLE OF CONTENTS

ARTICLE 1 - EMPLOYMENT	PAGE 3
ARTICLE 2 - TERMS OF EMPLOYMENT	PAGE 4
ARTICLE 3 - COMPENSATION	PAGE 4
ARTICLE 4 - EXTENT OF SERVICES	PAGE 5
ARTICLE 5 - EMPLOYEE BENEFITS	PAGE 6
ARTICLE 6 - PROFESSIONAL DEVELOPMENT	PAGE 9
ARTICLE 7 - INDEMNIFICATION	PAGE 9
ARTICLE 8 - MANAGEMENT RIGHTS	PAGE 10
ARTICLE 9 - GENERAL PROVISIONS	PAGE 10

THIS AGREEMENT, entered into this 8th day of March, 2021, by and between the Board of Fire Commissioners of Fire District No. 1 of the Township of Lakewood, County of Ocean, State of New Jersey, a body corporate and politic of the State of New Jersey (hereinafter referred to as the “Board”), having its principle office situate and located at 733 Cedar Bridge Avenue, Lakewood, New Jersey 08701, and Steven Mulholland (hereinafter referred to as the “Employee”), residing at 23 Pinyon Street, Howell, New Jersey 07731. Collectively, the Board and Employee shall hereinafter be referred to as the “Parties”.

W I T N E S S E T H

WHEREAS, the Board and Employee desire to enter into an Extension and Modification of Employment Agreement (hereinafter referred to as the “Agreement”) so as to document and memorialize the Parties’ understanding of the terms, conditions, rights, responsibilities, obligations and other understandings each has to the other.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed to by and between the Parties hereto as follows:

ARTICLE 1 - EMPLOYMENT

1.01 The Board hereby extends the employment of the Employee as the full time Deputy Fire District Administrator for Fire District No. 1 (hereinafter referred to as the “Deputy Administrator”) pursuant to the job description approved by the Board and attached hereto as EXHIBIT A, and the Employee hereby accepts such extension of employment upon such terms and conditions hereinafter set forth and agrees to perform the duties required of him to the best of his ability.

1.02 As Deputy Administrator, he shall be the deputy administrative officer of the District and the Lakewood Township Fire Department (hereinafter referred to as the “Department”) and, in said capacity, shall be in complete charge of overseeing the day to day operations of the District and Department and shall have full authority and responsibility, subject to the general direction and control of the Fire District Administrator, for formulating policies and administrating the affairs of the District and Department in all respects regarding day to day operations, subject to the provisions heretofore and hereinafter contained. Fire suppression and/or other emergency response are specifically excluded. See Deputy Fire District Administrator job description attached.

1.03 The Employee serves with all the protections afforded by federal and state law and regulation.

1.04 The within Agreement may be terminated by either party in accordance with the law.

1.05 The Parties may amend, modify, change or alter this Agreement provided same is done so in writing signed by the Parties.

1.06 The Parties, upon mutual consent, may terminate the Agreement.

ARTICLE 2 – TERMS OF EMPLOYMENT

2.01 The term of the Agreement shall commence on March 1, 2021, and terminate on December 31, 2024, unless otherwise terminated as herein provided.

2.02 The term of the Agreement may be extended, at any time, upon mutual written agreement of the parties setting forth each party's understanding of the terms and conditions of the extension of employment.

2.03 If separated from employment, for whatever reason, the Employee shall transfer all records, files, passwords, keys, key fobs, electronic devices and other equipment to the Board forthwith.

2.04 The Employee is not entitled to overtime unless same has been previously authorized by the Board or permitted under this Agreement. Compensatory time, on an hour to hour basis, will be provided for any work performed beyond forty (40) hours per week. Compensatory time shall be cumulative, however, shall not exceed eighty (80) hours.

2.05 The Employee may be subject to discipline inclusive of termination at any time for cause. Cause shall be defined as those reasons set forth for Civil Service employees under N.J.A.C. 4A:2-2.3. If terminated for cause, the Employee shall not be entitled to severance pay.

2.06 The Employee shall use best efforts to make himself or his designee available to the Board via telephone or other means of communication when not on duty.

ARTICLE 3 - COMPENSATION

3.01 As compensation for services rendered under this Agreement, the Employee shall be entitled to receive a salary as follows:

- A. Effective January 1, 2021, through December 31, 2021, an annual salary of \$95,302.68.
- B. Effective January 1, 2022, through December 31, 2022, an annual salary of \$97,106.73.
- C. Effective January 1, 2023, through December 31, 2023, an annual salary of \$100,019.93.

D. Effective January 1, 2024, through December 31, 2024, an annual salary of \$102,020.32.

3.02 The annual salary shall be paid in twenty-six (26) equal payments, paid bi-weekly.

3.03 Salary payments as hereinabove set forth shall be subject to withholding and other applicable state and federal taxes.

3.04 The Employee shall be transferred and enrolled in the Public Employees' Retirement System (PERS).

3.05 To calculate the Employee's hourly rate of pay for purposes set forth in this Agreement, his annual salary shall be divided by fifty-two (52) weeks, divided by forty (40) hours per week.

ARTICLE 4 – EXTENT OF SERVICES

4.01 The Employee shall devote himself exclusively to the duties of his office.

4.02 The Employee shall not, during normal business hours, directly or indirectly render any services of a business, commercial or of any other professional nature, to any other person, organization or entity, whether for compensation or otherwise.

4.03 The Employee, outside of normal business hours, shall not engage in any business activity, as set forth in 4.02 above, without prior written approval of the Board and, if approved, only to the extent that such pursuits would not interfere with the Employee's obligation under the Agreement.

4.04 The Employee shall work a minimum of forty (40) hours per week. The Board and the Employee acknowledge that the Employee's work hours and week require the Employee to perform services at times not during the normal business day or week. The Employee shall be permitted to adjust his hours of employment at such times provided he satisfies the total contracted hours for that pay period. The Employee shall take all reasonable means to inform the Board when and what his adjusted schedule shall be.

4.05 As normal District business hours are 9:00 a.m. to 5:00 p.m., Monday through Friday, the Employee is expected to perform his services primarily in the District office or other place within the District unless he is absent from the District for Board business. The purpose and intent of this provision is to assure appropriate management of District paid and volunteer personnel.

4.06 The Employee shall, on Friday of each week, by electronic communication, inform the Board Chairman of his upcoming weekly schedule to the extent known.

4.07 The Employee acknowledges that the Department consists of volunteer personnel and that the rendering of services is frequently required at after normal business hour meetings, events, activities, etc., and also on weekends, where necessary.

4.08 The Employee is a salaried employee and shall not receive additional compensation for performance of his job duties unless specified herein or otherwise agreed to by the Board.

4.09 It shall be the objective of the Deputy Administrator to provide uninterrupted public safety and protection of the general public within the District as same pertains to fire prevention, protection, suppression and other incidental and necessary activities and events to effectuate same.

4.10 The Deputy Administrator shall not cause, authorize, support or participate in any job or work action including, but not limited to, work stoppage, slow down or walkout.

4.11 The Deputy Administrator shall be under the direct control or supervision of the Board and/or its designee Board members.

ARTICLE 5 – EMPLOYEE BENEFITS

5.01 The Employee will be entitled to twelve (12) paid holidays each year as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Weekend (Monday)	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Additional holidays may, at the Board's discretion, be allowed in connection with holidays which fall on weekends. The Employee may substitute a holiday not listed for one listed upon notice and approval of the Board.

5.02 If the Board determines that it is essential to the mission of the Fire District to have the Employee work on a holiday, the Employee shall be compensated with compensatory time for any hours worked that day at a rate of time and a half of his regular salary, prorated.

5.03 The Board, except in emergency situations, cannot cancel holiday leave as set forth in this Agreement.

5.04 The Employee shall be entitled to two (2) paid personal leave days per annum. Personal leave days are not cumulative and may not be carried from year to year.

5.05 The Employee shall be entitled to annual paid vacation leave as follows:

A. Fifteen (15) vacation leave days each calendar year credited at the beginning of each calendar year in anticipation of continued employment; and

B. Commencing January 1, 2023, twenty (20) vacation leave days each calendar year credited at the beginning of each calendar year in anticipation of continued employment.

Vacation leave shall be taken in the year it is earned.

Vacation leave shall be taken in full days only.

Vacation leave not used in a calendar year because of business necessity, as determined by the Board, shall be used during the next calendar year only.

5.06 The Employee shall be entitled to annual paid sick leave as follows:

A. At the beginning of each calendar year, the Employee shall be credited, in anticipation of continued employment, with twelve (12) sick leave working days.

Sick leave shall be taken in full days only.

Unused sick leave may be accumulated from year to year without limit.

Sick leave may be used for the following:

A. Personal illness or injury;

B. Care for a reasonable time of a seriously ill member of the Employee's immediate family as defined in N.J.A.C. 4A:1-1.3; and

C. Death in the Employee's immediate family, for a reasonable period of time.

The Employee's unused annual sick leave, commencing retroactive to January 1, 2021, may, at the discretion of the Employee, be cashed in at a rate of one for one at the Employee's current rate of pay.

5.07 State Health Benefits coverage is not needed at this time. However, if for whatever reason the Employee's spouse loses her State Health Benefits Plan Insurance, the Employee may enroll in family coverage through the District, to be paid at the District's expense subject to mandatory contributions by the Employee.

5.08 The Employee shall receive the use of a cellular telephone for business use only. If the Employee desires to use same for personal use, he may do so with Board approval, provided he reimburses the Board for the reasonable cost of such use.

5.09 The Board may provide the Employee with the use of an automobile for business use only and pay all expenses for the maintenance and operation of the automobile provided. The use of the automobile is not unlimited. The automobile shall be used during normal business hours and at such other times the Employee is conducting Board business. The automobile shall remain at District Headquarters overnight and on weekends, subject to the conditions, circumstances and times set forth herein.

5.10 In the event the Employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to three (3) months. In the event the Employee is granted said injury leave, the Board's sole obligation shall be to pay the Employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Board. At the Board's option, the Employee shall either surrender or deliver his entire salary payments, or the Board shall pay the difference. If the Employee returns to work from injury leave for less than three (3) months, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

When the Employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to three (3) months if the Employee submits a new injury claim due to an independent event causing re-injury or a new injury.

When the Employee requests injury leave, he shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the Employee is entitled to injury leave is initially made by the Board's Workers' Compensation carrier, with the final determination, if necessary, to be made by the Workers' Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the Employee is not entitled to job injury compensation, the Employee shall be denied injury leave and shall have all time off charged against his accumulated sick time and, if necessary, against any other accumulated leave time. If the Employee does not have enough accumulated, he may be advanced sick leave to cover the absence. If the Employee leaves the employ of the Board prior to reimbursing the Board for such advanced time, the Employee shall be required to reimburse the Board for such advanced time.

If the Employee is injured, whether slight or severe, while working, he must make an immediate report within two (2) hours thereof or as soon thereafter as possible to the Commissioner in Charge of Personnel.

It is understood that the Employee must file an injury report so that the Board may file the appropriate Workers' Compensation Claim. Failure to report said injury may result in the failure of the Employee to receive compensation under this Article.

If the Employee is unable to return to duty within six (6) months from the date of injury, the Board may consider same a material breach and declare the Agreement null and void.

5.11 The Employee shall be permitted to participate in a deferred compensation plan at no cost to the Board. The Board agrees to facilitate the necessary payroll deductions, documentations, etc., necessary to establish and implement the plan.

ARTICLE 6 – PROFESSIONAL DEVELOPMENT

6.01 The Board acknowledges a responsibility to assist in the professional development of the Employee, for the benefit of the District. In this regard, the Board shall consider payment of membership fees, conferences, meetings and other related fire or emergency services events which the Board finds are in the District's interest.

6.02 The Employee shall be reimbursed for all reasonable expenses incurred by the Employee in connection with his official duties or as otherwise directed by the Board. Reimbursement shall occur only upon presentment of invoices for the expenses in accordance with District policy.

6.03 The Employee shall be reimbursed at the prevailing IRS rate for mileage for use of his personal vehicle while on Board business and approved by the Board and/or incidental to his duties.

6.04 In the best interest of the District, the Board shall require the Employee to attend and satisfactorily complete recruitment and retention training and education classes, leadership programs, public relations programs, administration courses and programs and other training and education courses the Board deems necessary. All required courses shall be at the expense of the Board. The Employee shall be required to train, educate or instruct District paid and volunteer personnel in those areas for which he is certified and/or trained.

6.05 The Board shall pay for enrollment to obtain a Qualified Purchasing Agent (QPA) and/or Certified Public Manager (CPM) Certificate. Upon successful completion of either program, the Employee shall, upon presentation of his Certificate, receive a two thousand dollar (\$2,000.00) increase in his base pay for each certification. The base pay as calculated herein does not include any increases as a result of the Employee receiving increases for successful program completion and receipt of a Certificate as a Qualified Purchasing Agent (QPA) and/or Certified Public Manager (CPM). Under such circumstances, these dollar figures will be adjusted.

ARTICLE 7 – INDEMNIFICATION

7.01 The Board agrees to indemnify the Employee in accordance with the provisions of the New Jersey State Statutes for any claim, demand, or judgment by reason of alleged negligence which arise while he is acting in the discharge of his duties.

ARTICLE 8 – MANAGEMENT RIGHTS

8.01 The Fire District hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of New Jersey and the United States.

8.02 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Fire District, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.

8.03 Nothing contained herein shall be construed to deny or restrict the Fire District of its rights, responsibilities and authority under N.J.S.A. 40A or any other national, state, county or local laws or regulations.

ARTICLE 9 – GENERAL PROVISIONS

9.01 Any notices given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introduction paragraph of this Agreement, but each party may adopt a new address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt.

9.02 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment, and this Agreement contains all of the understandings, covenants or agreements between the parties with respect to the employment. In signing the within Agreement, the Employee hereby represents that he has not relied on any promises, representations or other inducement that is not set forth in this Agreement.

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

9.04 If any action of law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, cost, and necessary disbursements in addition to any other relief that may be proper.

9.05 If any specific provision of this Agreement is deemed unenforceable or illegal, such unenforceability or illegality will not in any way result in the unenforceability or illegality of all remaining provisions of this Agreement.

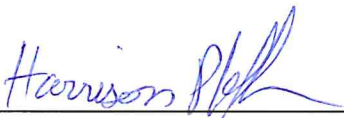
9.06 Any notice required to be given to the provisions of this contract shall be in writing and by certified mail, return receipt requested, and mailed to the parties at the following addresses:

BOARD: Board of Fire Commissioners
Lakewood Township Fire District No. 1
733 Cedar Bridge Avenue
Lakewood, New Jersey 08701

DEPUTY ADMINISTRATOR: Steven Mulholland
23 Pinyon Street
Howell, New Jersey 08701

IN WITNESS WHEREOF, the undersigned have executed this Agreement the date and year first above written.

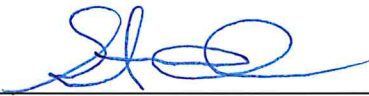
**BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 1
TOWNSHIP OF LAKEWOOD**

Attest: 
**HARRISON PFEFFER
CLERK**


**By: YAKOV STEINBERG
CHAIRMAN**

**EMPLOYEE
(DEPUTY FIRE DISTRICT
ADMINISTRATOR)**

Witness: 


STEVEN MULHOLLAND

**YEHUDA BEER
NOTARY PUBLIC OF NEW JERSEY
ID No: 50050769
My Commission Expires Dec. 7, 2021**

**EXTENSION AND MODIFICATION OF
EMPLOYMENT AGREEMENT**

BETWEEN THE

**BOARD OF FIRE COMMISSIONERS
OF THE
LAKEWOOD TOWNSHIP FIRE DISTRICT NO. 1**

AND

STEVEN MULHOLLAND

EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

TABLE OF CONTENTS

ARTICLE 1 - EMPLOYMENT	PAGE 3
ARTICLE 2 - TERMS OF EMPLOYMENT	PAGE 4
ARTICLE 3 - COMPENSATION	PAGE 4
ARTICLE 4 - EXTENT OF SERVICES	PAGE 5
ARTICLE 5 - EMPLOYEE BENEFITS	PAGE 6
ARTICLE 6 - PROFESSIONAL DEVELOPMENT	PAGE 9
ARTICLE 7 - INDEMNIFICATION	PAGE 9
ARTICLE 8 - MANAGEMENT RIGHTS	PAGE 10
ARTICLE 9 - GENERAL PROVISIONS	PAGE 10

THIS AGREEMENT, entered into this 13th day of November, 2024, by and between the Board of Fire Commissioners of Fire District No. 1 of the Township of Lakewood, County of Ocean, State of New Jersey, a body corporate and politic of the State of New Jersey (hereinafter referred to as the “Board”), having its principle office situate and located at 733 Cedar Bridge Avenue, Lakewood, New Jersey 08701, and Steven Mulholland (hereinafter referred to as the “Employee”), residing at 23 Pinyon Street, Howell, New Jersey 07731. Collectively, the Board and Employee shall hereinafter be referred to as the “Parties”.

W I T N E S S E T H

WHEREAS, the Board and Employee desire to enter into an Extension and Modification of Employment Agreement (hereinafter referred to as the “Agreement”) so as to document and memorialize the Parties’ understanding of the terms, conditions, rights, responsibilities, obligations and other understandings each has to the other.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed to by and between the Parties hereto as follows:

ARTICLE 1 - EMPLOYMENT

1.01 The Board hereby extends the employment of the Employee as the full time Deputy Fire District Administrator for Fire District No. 1 (hereinafter referred to as the “Deputy Administrator”) pursuant to the job description approved by the Board and attached hereto as EXHIBIT A, and the Employee hereby accepts such extension of employment upon such terms and conditions hereinafter set forth and agrees to perform the duties required of him to the best of his ability.

1.02 As Deputy Administrator, he shall be the deputy administrative officer of the District and the Lakewood Township Fire Department (hereinafter referred to as the “Department”) and, in said capacity, shall be in complete charge of overseeing the day to day facilities, apparatus, and equipment of the District and Department and shall have full authority and responsibility, subject to the general direction and control of the Fire District Administrator, for formulating policies and administrating the affairs of the District and Department in all respects regarding day to day operations, subject to the provisions heretofore and hereinafter contained. Fire suppression and/or other emergency responses are specifically excluded. See Deputy Fire District Administrator job description attached.

1.03 The Employee serves with all the protections afforded by federal and state law and regulation.

1.04 The within Agreement may be terminated by either party in accordance with the law.

1.05 The Parties may amend, modify, change or alter this Agreement provided same is done so in writing signed by the Parties.

1.06 The Parties, upon mutual consent, may terminate the Agreement.

ARTICLE 2 – TERMS OF EMPLOYMENT

2.01 The term of the Agreement shall commence on January 1, 2025, and terminate on December 31, 2027, unless otherwise terminated as herein provided.

2.02 The term of the Agreement may be extended, at any time, upon mutual written agreement of the parties setting forth each party's understanding of the terms and conditions of the extension of employment.

2.03 If separated from employment, for whatever reason, the Employee shall transfer all records, files, passwords, keys, key fobs, electronic devices and other equipment to the Board forthwith.

2.04 The Employee is not entitled to overtime unless same has been previously authorized by the Board or permitted under this Agreement. Compensatory time, on an hour to hour basis, will be provided for any work performed beyond forty (40) hours per week. Compensatory time shall be cumulative, however, shall not exceed eighty (80) hours.

2.05 The Employee may be subject to discipline inclusive of termination at any time for cause. Cause shall be defined as those reasons set forth for Civil Service employees under N.J.A.C. 4A:2-2.3. If terminated for cause, the Employee shall not be entitled to severance pay.

2.06 The Employee shall use best efforts to make himself or his designee available to the Board via telephone or other means of communication when not on duty.

ARTICLE 3 - COMPENSATION

3.01 As compensation for services rendered under this Agreement, the Employee shall be entitled to receive a salary as follows:

- A. Effective January 1, 2025, through December 31, 2025, an annual salary of \$122,424.00.
- B. Effective January 1, 2026, through December 31, 2026, an annual salary of \$128,545.00.
- C. Effective January 1, 2027, through December 31, 2027, an annual salary of \$134,973.00.

3.02 The annual salary shall be paid in twenty-six (26) equal payments, paid bi-weekly.

3.03 Salary payments as hereinabove set forth shall be subject to withholding and other applicable state and federal taxes.

3.04 The Employee shall be transferred and enrolled in the Public Employees' Retirement System (PERS).

3.05 To calculate the Employee's hourly rate of pay for purposes set forth in this Agreement, his annual salary shall be divided by fifty-two (52) weeks, divided by forty (40) hours per week.

ARTICLE 4 – EXTENT OF SERVICES

4.01 The Employee shall devote himself exclusively to the duties of his office.

4.02 The Employee shall not, during normal business hours, directly or indirectly render any services of a business, commercial or of any other professional nature, to any other person, organization or entity, whether for compensation or otherwise.

4.03 The Employee, outside of normal business hours, shall not engage in any business activity, as set forth in 4.02 above, without prior written approval of the Board and, if approved, only to the extent that such pursuits would not interfere with the Employee's obligation under the Agreement.

4.04 The Employee shall work a minimum of forty (40) hours per week. The Board and the Employee acknowledge that the Employee's work hours and week require the Employee to perform services at times not during the normal business day or week. The Employee shall be permitted to adjust his hours of employment at such times provided he satisfies the total contracted hours for that pay period. The Employee shall take all reasonable means to inform the Fire District Administrator when and what his adjusted schedule shall be.

4.05 As normal District business hours are 9:00 a.m. to 5:00 p.m., Monday through Friday, the Employee is expected to perform his services primarily in the District office or other place within the District unless he is absent from the District for Board business. The purpose and intent of this provision is to assure appropriate management of District paid and volunteer personnel.

4.06 The Employee acknowledges that the Department consists of volunteer personnel and that the rendering of services is frequently required at after normal business hour meetings, events, activities, etc., and also on weekends, where necessary.

4.07 The Employee is a salaried employee and shall not receive additional compensation for performance of his job duties unless specified herein or otherwise agreed to by the Board.

4.08 It shall be the objective of the Deputy Administrator to provide uninterrupted public safety and protection of the general public within the District as same pertains to fire prevention, protection, suppression and other incidental and necessary activities and events to effectuate same.

4.09 The Deputy Administrator shall not cause, authorize, support or participate in any job or work action including, but not limited to, work stoppage, slow down or walkout.

4.10 The Deputy Administrator shall be under the direct control or supervision of the Board and/or its designee Board members.

ARTICLE 5 – EMPLOYEE BENEFITS

5.01 The Employee will be entitled to thirteen (13) paid holidays each year as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Weekend (Monday)	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Additional holidays may, at the Board's discretion, be allowed in connection with holidays which fall on weekends. The Employee may substitute a holiday not listed for one listed upon notice and approval of the Board.

5.02 If the Board determines that it is essential to the mission of the Fire District to have the Employee work on a holiday, the Employee shall be compensated with compensatory time for any hours worked that day at a rate of time and a half of his regular salary, prorated.

5.03 The Board, except in emergency situations, cannot cancel holiday leave as set forth in this Agreement.

5.04 The Employee shall be entitled to three (3) paid personal leave days per annum. Personal leave days are not cumulative and may not be carried from year to year.

5.05 The Employee shall be entitled to annual paid vacation leave as follows:

A. Twenty-Five (25) vacation leave days each calendar year credited at the beginning of each calendar year in anticipation of continued employment; and

Vacation leave shall be taken in the year it is earned.

Vacation leave shall be taken in full days only.

Vacation leave not used in a calendar year because of business necessity, as determined by the Board, shall be used during the next calendar year only.

5.06 The Employee shall be entitled to annual paid sick leave as follows:

A. At the beginning of each calendar year, the Employee shall be credited, in anticipation of continued employment, with twelve (12) sick leave working days.

Sick leave shall be taken in full days only.

Unused sick leave may be accumulated from year to year without limit.

Sick leave may be used for the following:

A. Personal illness or injury;

B. Care for a reasonable time of a seriously ill member of the Employee's immediate family as defined in N.J.A.C. 4A:1-1.3; and

C. Death in the Employee's immediate family, for a reasonable period of time.

The Employee's unused annual sick leave, commencing retroactive to January 1, 2021, may, at the discretion of the Employee, be cashed in at a rate of one for one at the Employee's current rate of pay.

5.07 The Employee shall be entitled to paid family health benefit insurance to the same extent as other District employees. The Employee shall contribute toward his family health benefit insurance in an amount of two percent (2%) of his annual salary. Upon retirement with 30 years of service credit with the Public Employees Retirement System ("PERS") the Employee is entitled to post-retirement member and spouse medical health insurance benefits and prescription benefits, paid for by the Board unless otherwise required by New Jersey statutes or New Jersey State Health Benefits regulation. The employee shall assume financial responsibility for the payment of that amount attributable to the enrollment of any other family members in said health benefits plan. The Board reserves the right to change eligibility requirements for retiree health benefits at any time if mandated by law. Should the employee become eligible for Medicare or become eligible for Medicare in retirement, the employee must enroll in both Part A (hospital insurance) and Part B (medical insurance) of Medicare. Medicare will be the primary payer of claims, and the Board coverage will become secondary after the retiree and his spouse turns sixty-five (65) years of age and is enrolled in Medicare.

5.08 The Employee shall receive the use of a cellular telephone for business use only. If the Employee desires to use same for personal use, he may do so with Board approval, provided he reimburses the Board for the reasonable cost of such use.

5.09 The Board may provide the Employee with the use of an automobile for business use only and pay all expenses for the maintenance and operation of the automobile provided. The use of the automobile is not unlimited. The automobile shall be used during normal business hours and at such other times the Employee is conducting Board business. The automobile shall remain at District Headquarters overnight and on weekends, subject to the conditions, circumstances and times set forth herein.

5.10 In the event the Employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to six (6) months. In the event the Employee is granted said injury leave, the Board's sole obligation shall be to pay the Employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Board. At the Board's option, the Employee shall either surrender or deliver his entire salary payments, or the Board shall pay the difference. If the Employee returns to work from injury leave for less than six (6) months, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

When the Employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to six (6) months if the Employee submits a new injury claim due to an independent event causing re-injury or a new injury.

When the Employee requests injury leave, he shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the Employee is entitled to injury leave is initially made by the Board's Workers' Compensation carrier, with the final determination, if necessary, to be made by the Workers' Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the Employee is not entitled to job injury compensation, the Employee shall be denied injury leave and shall have all time off charged against his accumulated sick time and, if necessary, against any other accumulated leave time. If the Employee does not have enough accumulated, he may be advanced sick leave to cover the absence. If the Employee leaves the employment of the Board prior to reimbursing the Board for such advanced time, the Employee shall be required to reimburse the Board for such advanced time.

If the Employee is injured, whether slight or severe, while working, he must make an immediate report within two (2) hours thereof or as soon thereafter as possible to the Fire District Administrator.

It is understood that the Employee must file an injury report so that the Board may file the appropriate Workers' Compensation Claim. Failure to report said injury may result in the failure of the Employee to receive compensation under this Article.

If the Employee is unable to return to duty within twelve (12) months from the date of injury, the Board may consider same a material breach and declare the Agreement null and void.

5.11 The Employee shall be permitted to participate in a deferred compensation plan at no cost to the Board. The Board agrees to facilitate the necessary payroll deductions, documentation, etc., necessary to establish and implement the plan.

ARTICLE 6 – PROFESSIONAL DEVELOPMENT

6.01 The Board acknowledges a responsibility to assist in the professional development of the Employee, for the benefit of the District. In this regard, the Board shall consider payment of membership fees, conferences, meetings and other related fire or emergency services events which the Board finds are in the District's interest.

6.02 The Employee shall be reimbursed for all reasonable expenses incurred by the Employee in connection with his official duties or as otherwise directed by the Board. Reimbursement shall occur only upon presentment of invoices for the expenses in accordance with District policy.

6.03 The Employee shall be reimbursed at the prevailing IRS rate for mileage for use of his personal vehicle while on Board business and approved by the Board and/or incidental to his duties.

6.04 In the best interest of the District, the Board shall require the Employee to attend and satisfactorily complete recruitment and retention training and education classes, leadership programs, public relations programs, administration courses and programs and other training and education courses the Board deems necessary. All required courses shall be at the expense of the Board. The Employee shall be required to train, educate or instruct District paid and volunteer personnel in those areas for which he is certified and/or trained.

6.05 The Board shall pay for enrollment to obtain a Qualified Purchasing Agent (QPA) and/or Certified Public Manager (CPM) Certificate.

ARTICLE 7 – INDEMNIFICATION

7.01 The Board agrees to indemnify the Employee in accordance with the provisions of the New Jersey State Statutes for any claim, demand, or judgment by reason of alleged negligence which arise while he is acting in the discharge of his duties.

ARTICLE 8 – MANAGEMENT RIGHTS

8.01 The Fire District hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of New Jersey and the United States.

8.02 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Fire District, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.

8.03 Nothing contained herein shall be construed to deny or restrict the Fire District of its rights, responsibilities and authority under N.J.S.A. 40A or any other national, state, county or local laws or regulations.

ARTICLE 9 – GENERAL PROVISIONS

9.01 Any notices given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introduction paragraph of this Agreement, but each party may adopt a new address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt.

9.02 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment, and this Agreement contains all of the understandings, covenants or agreements between the parties with respect to the employment. In signing the within Agreement, the Employee hereby represents that he has not relied on any promises, representations or other inducement that is not set forth in this Agreement.

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

9.04 If any action of law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, cost, and necessary disbursements in addition to any other relief that may be proper.

9.05 If any specific provision of this Agreement is deemed unenforceable or illegal, such unenforceability or illegality will not in any way result in the unenforceability or illegality of all remaining provisions of this Agreement.

9.06 Any notice required to be given to the provisions of this contract shall be in writing and by certified mail, return receipt requested, and mailed to the parties at the following addresses:

BOARD:

Board of Fire Commissioners
Lakewood Township Fire District No. 1
733 Cedar Bridge Avenue
Lakewood, New Jersey 08701

DEPUTY ADMINISTRATOR:

Steven Mulholland
23 Pinyon Street
Howell, New Jersey 08701

IN WITNESS WHEREOF, the undersigned have executed this Agreement the date and year first above written.

**BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 1
TOWNSHIP OF LAKEWOOD**

Attest:



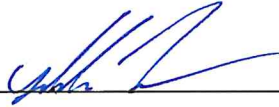
YEHUDA L. GOLD
CLERK



By: YAKOV STEINBERG
CHAIRMAN

**EMPLOYEE
(DEPUTY FIRE DISTRICT
ADMINISTRATOR)**

Witness:





STEVEN MULHOLLAND

YEHUDA BEER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 7, 2026
COMMISSION # 50050769

 ORIGINAL

EMPLOYMENT AGREEMENT

BETWEEN THE

**BOARD OF FIRE COMMISSIONERS
OF THE
LAKEWOOD TOWNSHIP FIRE DISTRICT NO. 1**

AND

YEHUDA BEER

EFFECTIVE NOVEMBER 1, 2020 THROUGH DECEMBER 31, 2023

TABLE OF CONTENTS

ARTICLE 1 - EMPLOYMENT	PAGE 3
ARTICLE 2 - TERMS OF EMPLOYMENT	PAGE 4
ARTICLE 3 - COMPENSATION	PAGE 4
ARTICLE 4 - EXTENT OF SERVICES	PAGE 5
ARTICLE 5 - EMPLOYEE BENEFITS	PAGE 6
ARTICLE 6 - PROFESSIONAL DEVELOPMENT	PAGE 9
ARTICLE 7 - INDEMNIFICATION	PAGE 10
ARTICLE 8 - MANAGEMENT RIGHTS	PAGE 10
ARTICLE 9 - GENERAL PROVISIONS	PAGE 10

THIS AGREEMENT, entered into this day of November, 2020, by and between the Board of Fire Commissioners of Fire District No. 1 of the Township of Lakewood, County of Ocean, State of New Jersey, a body corporate and politic of the State of New Jersey (hereinafter referred to as the “Board”), having its principle office situate and located at 733 Cedar Bridge Avenue, Lakewood, New Jersey 08701, and Yehuda Beer (hereinafter referred to as the “Employee”), residing at 208 New Central Avenue, Jackson, New Jersey 08527. Collectively, the Board and Employee shall hereinafter be referred to as the “Parties”.

W I T N E S S E T H

WHEREAS, the Board and Employee desire to modify and extend an Employment Agreement which became effective July 1, 2019, and terminated June 30, 2021, (hereinafter referred to as the “Agreement”) so as to document and memorialize the Parties’ understanding of the terms, conditions, rights, responsibilities, obligations and other understandings each has to the other.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed to by and between the Parties hereto as follows:

ARTICLE 1 - EMPLOYMENT

1.01 The Board hereby employs the Employee as the full time Fire District Administrator for Fire District No. 1 (hereinafter referred to as the “Administrator”) pursuant to the job description approved by the Board and attached hereto as EXHIBIT A, and the Employee hereby accepts such employment upon such terms and conditions hereinafter set forth and agrees to perform the duties required of him to the best of his ability.

1.02 As Administrator, he shall be the chief administrative officer of the District and Lakewood Township Fire Department (hereinafter referred to as the “Department”) and, in said capacity, shall be in complete charge of the operations of the District and Department and shall have full authority and responsibility, subject to the general direction and control of the Board, for formulating policies and administrating the affairs of the District and Department in all respects, subject to the provisions heretofore and hereinafter contained. Fire suppression and/or other emergency response are specifically excluded, as these shall fall under the direct supervision of the Chief Fire Officer or other designated official.

1.03 The Employee serves with all the protections afforded by federal and state law and regulation.

1.04 The within Agreement may be terminated by either party in accordance with the law.

1.05 The Parties may amend, modify, change or alter this Agreement provided same is done so in writing signed by the Parties.

1.06 The Parties, upon mutual consent, may terminate the Agreement.

ARTICLE 2 – TERMS OF EMPLOYMENT

2.01 The term of the Agreement shall commence on November 1, 2020, and terminate on December 31, 2023, unless otherwise terminated as herein provided.

2.02 The term of the Agreement may be extended, at any time, upon mutual written agreement of the parties setting forth each party's understanding of the terms and conditions of the extension of employment.

2.03 If separated from employment, for whatever reason, the Employee shall transfer all records, files, passwords, keys, key fobs, electronic devices and other equipment to the Board forthwith.

2.04 The Employee is not entitled to overtime and/or compensatory time unless same has been previously authorized by the Board or permitted under this Agreement. The position of the Fire District Administrator is exempt under the Fair Labor Standards Act (FLSA).

2.05 The Employee may be subject to discipline inclusive of termination at any time for cause. Cause shall be defined as those reasons set forth for Civil Service employees under N.J.A.C. 4A:2-2.3. If terminated for cause, the Employee shall not be entitled to severance pay.

2.06 The Employee shall use best efforts to make himself or his designee available to the Board via telephone or other means of communication when not on duty.

ARTICLE 3 - COMPENSATION

3.01 As compensation for services rendered under this Agreement, the Employee shall be entitled to receive a salary as follows:

- A. Effective November 1, 2020, through December 31, 2021, an annual salary of \$125,000.00.
- B. Effective January 1, 2022, through December 31, 2022, an annual salary of \$127,500.00.

C. Effective January 1, 2023 through December 31, 2023, an annual salary of \$130,050.00.

D. In the event the within Agreement expires and the Employee stays in the employment as Fire District Administrator and a new agreement has not been negotiated, all terms and conditions of the within Agreement shall be extended until, and if, a new agreement is negotiated with the exception that the Employee's salary shall be increased two percent (2%) annually until the Parties negotiate a new agreement or the Employee leaves employment, voluntarily or otherwise.

3.02 The annual salary shall be paid in twenty-six (26) equal payments, paid bi-weekly.

3.03 Salary payments as hereinabove set forth shall be subject to withholding and other applicable state and federal taxes.

3.04 The Employee shall continue to be enrolled in the Public Employees' Retirement System (PERS).

3.05 To calculate the Employee's hourly rate of pay for purposes set forth in this Agreement, his annual salary shall be divided by fifty-two (52) weeks, divided by forty (40) hours per week.

ARTICLE 4 – EXTENT OF SERVICES

4.01 The Employee shall devote himself exclusively to the duties of his office.

4.02 The Employee shall not, during normal business hours, directly or indirectly render any services of a business, commercial or of any other professional nature, to any other person, organization or entity, whether for compensation or otherwise.

4.03 The Employee, outside of normal business hours, shall not engage in any business activity, as set forth in 4.02 above, without prior written approval of the Board and, if approved, only to the extent that such pursuits would not interfere with the Employee's obligation under the Agreement.

4.04 The Employee shall work a minimum of forty (40) hours per week. The Board and the Employee acknowledge that the Employee's work hours and week require the Employee to perform services at times not during the normal business day or week. The Employee shall be permitted to adjust his hours of employment at such times provided he satisfies the total

minimum contracted hours for that pay period. The Employee shall take all reasonable means to inform the Board when and what his adjusted schedule shall be. The Fire District Administrator position is exempt under the Fair Labor Standards Act (FLSA).

4.05 As normal District business hours are 9:00 a.m. to 5:00 p.m., Monday through Friday, the Employee is expected to perform his services primarily in the District office or other place within the District unless he is absent from the District for Board business. The purpose and intent of this provision is to assure appropriate management of District paid and volunteer personnel.

4.06 The Employee shall, on Friday of each week, by electronic communication, inform the Board Chairman of his upcoming weekly schedule to the extent known.

4.07 The Employee acknowledges that the Department consists of volunteer personnel and that the rendering of services is frequently required at after normal business hour meetings, events, activities, etc., and also on weekends, where necessary.

4.08 The Employee is a salaried employee and shall not receive additional compensation for performance of his job duties unless specified herein or otherwise agreed to by the Board.

4.09 It shall be the objective of the Employee to provide uninterrupted public safety and protection of the general public within the District as same pertains to fire prevention, protection, suppression and other incidental and necessary activities and events to effectuate same.

4.10 The Employee shall not cause, authorize, support or participate in any job or work action including, but not limited to, work stoppage, slow down or walkout.

4.11 The Employee shall be under the direct control or supervision of the Board and/or its designee Board members.

ARTICLE 5 – EMPLOYEE BENEFITS

5.01 The Employee will be entitled to twelve (12) paid holidays each year as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Weekend (Monday)	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Additional holidays may, at the Board's discretion, be allowed in connection with holidays which fall on weekends. The Employee may substitute a holiday not listed for one listed upon notice and approval of the Board.

5.02 If the Board determines that it is essential to the mission of the Fire District to have the Employee work on a holiday, the Employee shall be compensated with compensatory time for any hours worked that day at a rate of time and a half of his regular salary, prorated.

5.03 The Board, except in emergency situations, cannot cancel holiday leave as set forth in this Agreement.

5.04 The Employee shall be entitled to two (2) paid personal leave days per annum. Personal leave days are not cumulative and may not be carried from year to year.

5.05 The Employee shall be entitled to annual paid vacation leave as follows:

A. Fifteen (15) vacation leave days annually credited at the beginning of each calendar year in anticipation of continued employment.

Vacation leave shall be taken in the year it is earned.

Vacation leave not used in a calendar year because of business necessity, as determined by the Board, shall be used during the next calendar year only.

5.06 The Employee shall be entitled to annual paid sick leave as follows:

A. At the beginning of each calendar year, the Employee shall be credited, in anticipation of continued employment, with twelve (12) sick leave working days.

Unused sick leave may be accumulated from year to year without limit.

Sick leave may be used for the following:

A. Personal illness or injury;

B. Care for a reasonable time of a seriously ill member of the Employee's immediate family as defined in N.J.A.C. 4A:1-1.3; and

C. Death in the Employee's immediate family, for a reasonable period of time.

5.07 The Employee shall be entitled to paid family health benefit insurance to the same extent as other District employees. The Employee shall contribute toward his family health benefit insurance in an amount of two percent (2%) of his annual salary.

5.08 The Employee shall receive the use of a cellular telephone for business use only. If the Employee desires to use same for personal use, he may do so with Board approval, provided he reimburses the Board for the reasonable cost of such use.

5.09 The Board, recognizing the need for flexibility in the Employee's work schedule, may provide the Employee with the use of an automobile for business use only and pay all expenses for the maintenance and operation of the automobile provided. The use of the automobile is not unlimited. The automobile shall be used during normal business hours and at such other times the Employee is conducting Board business. The Employee shall be entitled to take the automobile overnight, holidays and on weekends subject to the conditions, circumstances and times set forth herein. In the event the Board does not provide the Employee with an automobile, the Employee shall be entitled to a \$10,000.00 annual automobile/clothing allowance.

5.10 In the event the Employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to three (3) months. In the event the Employee is granted said injury leave, the Board's sole obligation shall be to pay the Employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Board. At the Board's option, the Employee shall either surrender or deliver his entire salary payments, or the Board shall pay the difference. If the Employee returns to work from injury leave for less than three (3) months, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

When the Employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to three (3) months if the Employee submits a new injury claim due to an independent event causing re-injury or a new injury.

When the Employee requests injury leave, he shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the Employee is entitled to injury leave is initially made by the Board's Workers' Compensation carrier, with the final determination, if necessary, to be made by the Workers' Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the Employee is not entitled to job injury compensation, the Employee shall be denied injury leave and shall have all time off charged against his accumulated sick time and, if necessary, against any other accumulated leave time. If the Employee does not have enough accumulated, he may be advanced sick leave to cover the absence. If the Employee leaves the

employ of the Board prior to reimbursing the Board for such advanced time, the Employee shall be required to reimburse the Board for such advanced time.

If the Employee is injured, whether slight or severe, while working, he must make an immediate report within two (2) hours thereof or as soon thereafter as possible to the Commissioner in Charge of Personnel.

It is understood that the Employee must file an injury report so that the Board may file the appropriate Workers' Compensation Claim. Failure to report said injury may result in the failure of the Employee to receive compensation under this Article.

If the Employee is unable to return to duty within six (6) months from the date of injury, the Board may consider same a material breach and declare the Agreement null and void.

5.11 The Employee shall be permitted to participate in a deferred compensation plan at no cost to the Board. The Board agrees to facilitate the necessary payroll deductions, documentations, etc., necessary to establish and implement the plan.

ARTICLE 6 – PROFESSIONAL DEVELOPMENT

6.01 The Board acknowledges a responsibility to assist in the professional development of the Employee, for the benefit of the District. In this regard, the Board shall consider payment of membership fees, conferences, meetings and other related fire or emergency services events which the Board finds are in the District's interest.

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6.05 The Employee shall be entitled to a \$10,000.00 increase in his base pay upon successful completion of the Qualified Purchasing Agent Certification, pro-rated.

6.06 The Employee shall be entitled to a \$10,000.00 increase in his base pay upon successful completion of the Certified Public Management course.

ARTICLE 7 – INDEMNIFICATION

7.01 The Board agrees to indemnify the Employee in accordance with the provisions of the New Jersey State Statutes for any claim, demand, or judgment by reason of alleged negligence which arise while he is acting in the discharge of his duties.

ARTICLE 8 – MANAGEMENT RIGHTS

8.01 The Fire District hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of New Jersey and the United States.

8.02 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Fire District, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.

8.03 Nothing contained herein shall be construed to deny or restrict the Fire District of its rights, responsibilities and authority under N.J.S.A. 40A or any other national, state, county or local laws or regulations.

ARTICLE 9 – GENERAL PROVISIONS

9.01 Any notices given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introduction paragraph of this Agreement, but each party may adopt a new address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt.

9.02 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment, and this Agreement contains all of the understandings, covenants or agreements between the parties with respect to the employment. In

signing the within Agreement, the Employee hereby represents that he has not relied on any promises, representations or other inducement that is not set forth in this Agreement.

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

9.04 If any action of law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, cost, and necessary disbursements in addition to any other relief that may be proper.

9.05 If any specific provision of this Agreement is deemed unenforceable or illegal, such unenforceability or illegality will not in any way result in the unenforceability or illegality of all remaining provisions of this Agreement.

9.06 Any notice required to be given to the provisions of this contract shall be in writing and by certified mail, return receipt requested, and mailed to the parties at the following addresses:

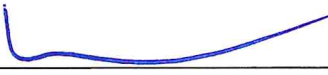
BOARD: Board of Fire Commissioners
Lakewood Township Fire District No. 1
733 Cedar Bridge Avenue
Lakewood, New Jersey 08701

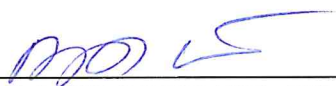
ADMINISTRATOR: Yehuda Beer
208 New Central Avenue
Jackson, New Jersey 08527

IN WITNESS WHEREOF, the undersigned have executed this Agreement the date and year first above written.

**BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 1
TOWNSHIP OF LAKEWOOD**

Attest:

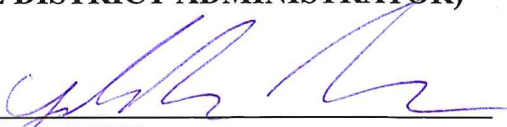

DOVID BENDER, CLERK


By: DAVID MIZRAHI, CHAIRMAN

**EMPLOYEE
(FIRE DISTRICT ADMINISTRATOR)**

Witness:




YEHUDA BEER



You are reading the State of New Jersey Job Descriptions. This is **not** a Job Vacancy Announcement.

Job Specification

FIRE DISTRICT ADMINISTRATOR

UNCLASSIFIED

N.J.S.A. 11A:3-5(u)

N.J.S.A. 40A:14-70 et seq. N.J.A.C. 4A:3-1.3 (a)5

DEFINITION:

Under direction of the Board of Fire Commissioners, acts as chief administrative officer of a fire district; does other related duties.

NOTE: Fire Districts operating with all-volunteer fire forces should utilize the title Director of Fire Services (08054)

NOTE: Fire suppression and/or other emergency response are specifically excluded from the above related duties, as these shall fall under the direct supervision of the Chief Fire Officer or other designated official.

NOTE: A Fire District Administrator who is also a member of an emergency response organization within the Fire District may participate in fire suppression and/or other emergency response activities; as well as other activities of that organization in a volunteer capacity. The above-mentioned participation is subject to the orders and supervision of the Chief Fire Officer and/or other superior officers of the organization. In the event a Fire District Administrator shall be chosen as the Chief Fire Officer or other superior officer of such a volunteer organization, any fire suppression and/or other emergency response activity engaged in shall not be construed as performing duties under this title.

NOTE: The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.

EXAMPLES OF WORK:

Acts as agent of the board of commissioners in the administration of fire district affairs, integrates and coordinates activities related to purchasing, personnel and budget.

Supervises and assists in the preparation of the budget and administers budgetary controls.

Advises the board of commissioners on policy matters.

Supervises administrative matters in the fire district.

Prepares agenda and meets with the board of commissioners.

Monitors actions of the board of commissioners.

Acts as liaison between the board of commissioners, the fire district attorney and other professionals.

Maintains liaison with other officials and staff in the municipality and fire district.

Acts as administrative consultant to the line officers of the fire district.

Receives, distributes, or handles questions, comments and problems presented by interested citizens.

Advises the board of commissioners and fire district officers on public relations matters.

May edit and compile public information releases.

Advises the board of commissioners on personnel and administrative problems.

Prepares specifications, manages the bid process, purchasing and budget implementation. Enforces and executes terms and conditions of same received from internal and/or external sources on behalf of the Board of Fire Commissioners.

Represents the Fire District/Board of Fire Commissioners at meetings, public events as required.

Completes employee evaluations, supervises work operations, and has responsibility for effectively recommending the hiring, firing, promoting, demoting and/or disciplining of employees.

May be responsible for coordinating collective bargaining sessions under the direction of the Board of Fire Commissioners and may be authorized to represent the Board throughout the process.

Prepares and supervises the preparation of clear, sound, accurate, and informative reports containing findings, conclusions, and recommendations.

Directs the establishment and maintenance of extensive records and files.

Will be required to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

REQUIREMENTS:

EDUCATION:

Graduation from an accredited college or university with a Bachelor's degree.

NOTE: Applicants who do not possess the required education may substitute additional experience as indicated on a year-for-year basis with thirty (30) semester hour credits being equal to one (1) year of experience.

EXPERIENCE:

Five (5) years of experience in administration and management involving program development, establishment of policies and procedures, budget preparation/financial planning and personnel management and administration.

NOTE: Possession of a Master's degree from an accredited college or university with a major course of study in Business or Public Administration, Fire Science, or Personnel Management, Management Science or in a program related to the organization, operation, administration and control of private or public organizations, may be substituted for one (1) year of the indicated experience.

LICENSE:

Appointees will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform essential duties of the position.

KNOWLEDGE AND ABILITIES:

Knowledge of the techniques used to integrate and coordinate varied fire district activities.

Knowledge of the problems involved in the administration of fire district affairs.

Knowledge of business and of management principles, practices, methods and techniques.

Ability to plan for the effective utilization of available funds, personnel, equipment , and supplies.

Ability to provide advice, assistance and consultation on business and administrative matters.

Ability to supervise the varied business, administrative and financial operations of the fire district.

Ability to supervise the preparation and administration of the budget.

Ability to maintain liaison and cooperative working relationships with other officials and staff of the fire district and municipality.

Ability to prepare and supervise the preparation of clear, sound, accurate, and informative reports containing findings, conclusions, and recommendations.

Ability to direct the establishment and maintenance of extensive records and files.

Ability to plan, organize, and coordinate work in situations where diverse demands are involved.

Ability to utilize various types of electronic and/or manual recording and information systems used by the district.

Ability to read, write, speak, understand, and communicate in English sufficiently to perform duties of this position. American Sign Language or Braille may also be considered as acceptable forms of communication.

Persons with mental or physical disabilities are eligible as long as they can perform essential functions of the job with or without reasonable accommodation. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

This job specification is applicable to the following title code:

Job Spec Code	Variant	State, Local or Common	Class of Service	Work Week	State Class Code	Local Class Code	Salary Range	Note
08053		L	U		N/A	99		-

This job specification is for **local** government use only.

Salary range is only applicable to state government.

Local salaries are established by individual local jurisdictions.

11/14/2017

**EMPLOYMENT AGREEMENT ADDENDUM
BOARD OF FIRE COMMISSIONER, FIRE DISTRICT NO. 1
TOWNSHIP OF LAKEWOOD
AND
YEHUDA BEER**

The Board of Fire Commissioners of Fire District No. 1, Township of Lakewood (hereinafter referred to as the “Board” or “District”) and Yehuda Beer (hereinafter referred to as “Beer”) hereby agree to enter into this Employment Agreement Addendum. The Board and/or District and Beer collectively shall be referred to as “the Parties” within this agreement.

The District and Beer are currently parties to an Employment Agreement (hereinafter referred to as the “Agreement”) titled “Employment Agreement” between Board of Fire Commissioners, Fire District No. 1, Township of Lakewood, and Yehuda Beer, November 1, 2020 - December 31, 2023.

After meeting and conferring in good faith to discuss a three-year contract extension, the Board and Beer agreed to the terms and conditions set forth below. Those terms and conditions are set forth in this Employment Agreement Addendum. This Employment Agreement Addendum shall be in effect following the Parties approval and signature hereon and shall immediately modify only those terms that are specifically set forth herein. All other terms and conditions of the Employment Agreement shall continue and remain unchanged for the life of this Employment Agreement Addendum and may only be modified thereafter by mutual agreement of the parties and memorialized in writing.

The following memorializes the Parties Agreement effective January 1, 2024.

ARTICLE 2 – TERMS OF EMPLOYMENT

2.01 The term of the Agreement shall commence on January 1, 2024, and terminate on December 31, 2026, unless otherwise terminated as herein provided.

ARTICLE 3 – COMPENSATION

3.01 As compensation for services rendered under this Agreement, the Employee shall be entitled to receive a salary as follows:

- A. Effective January 1, 2024, through December 31, 2024, an annual base salary of \$162,562.50.
- B. Effective January 1, 2025, through December 31, 2025, an annual base salary of \$170,690.62.
- C. Effective January 1, 2026, through December 31, 2026, an annual base salary of \$179,255.15.
- D. In the event the within Agreement expires and the Employee stays in the employment as Fire District Administrator and a new agreement has not been negotiated, all terms and conditions of the within Agreement shall be extended until, and if, a new agreement is negotiated with the exception that the Employee's salary shall be increased five percent (5%) annually until the Parties negotiate a new agreement or the Employee leaves employment, voluntarily or otherwise.

ARTICLE 5 – EMPLOYEE BENEFITS

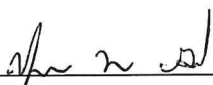
5.09 The Board, recognizing the need for flexibility in the Employee's work schedule, may provide the Employee with the use of an automobile for business and personal use and pay all expenses for the maintenance and operation of the automobile provided. The Employee shall be entitled to take the automobile overnight, holidays and on weekends subject to the conditions, circumstances and times set forth herein. In the event the Board does not provide the Employee with an automobile, the Employee shall be entitled to a \$25,000.00 annual automobile/clothing allowance.

FINALITY OF CHANGES

It is understood and agreed that the specific provisions contained in this Employment Agreement Addendum shall supersede any previous agreements, whether oral or written, regarding the matters expressly addressed herein. In addition, except as amended by this Employment Agreement Addendum, all wages, hours and other terms and conditions of employment presently enjoyed by the affected employees and contained in the Agreement, as amended by duly approved previous agreements, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement Addendum to be executed on the date first hereinabove written.

ATTEST:



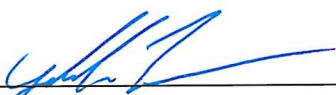
YEHUDA GOLD, CLERK
Board of Fire Commissioners
Fire District No. 1
Township of Lakewood



HARRISON PFEFFER, VICE-CHAIRMAN
Board of Fire Commissioners
Fire District No. 1
Township of Lakewood



ERIN BELFIGLIO
Commission # 50098987
Notary Public, State Of New Jersey
My Commission Expires
February 13, 2024



YEHUDA BEER, EMPLOYEE

EMPLOYMENT CONTRACT

THIS CONTRACT, entered into this 10th day of October 2023, by and between the Board of Fire Commissioners of Fire District No. 1, Township of Lakewood, County of Ocean, State of New Jersey, a body corporate and politic of the State of New Jersey (hereinafter referred to as the "Board"), and Sima Clapman (hereinafter referred to as "Clapman"). Collectively, the Board and Clapman shall hereinafter be referred to as the "Parties".

WITNESSETH

In consideration of the promises and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed to by and between the Parties hereto as follows:

The Board does hereby appoint Sima Clapman to the said position of Fire Prevention Specialist within the District for the term November 1, 2023, through December 31, 2026, at the below set forth salary:

November 1, 2023 – December 31, 2023 - \$55,000.00 per year, prorated.

January 1, 2024 – December 31, 2024 - \$55,000.00 per year

January 1, 2025 – December 31, 2025 - \$56,100.00 per year

January 1, 2026 – December 31, 2026 - \$57,222.00 per year

In the event the within Agreement expires and the Employee stays in the employment as Fire Prevention Specialist and a new agreement has not been negotiated, all terms and conditions of the within Agreement shall be extended until, and if, a new agreement is negotiated with the exception that the Employee's salary shall be increased two percent (2%) annually until the Parties negotiate a new agreement or the Employee leaves employment, voluntarily or otherwise.

The appointment will be on a probationary basis for the first three (3) months with performance evaluated monthly. Upon completion of the probationary period with a satisfactory evaluation the Fire Prevention Specialist will be considered a permanent employee.

The annual salary shall be paid in twenty-six (26) equal payments, paid bi-weekly.

Salary payments as hereinabove set forth shall be subject to withholding and other applicable state and federal taxes.

Clapman shall work a minimum of forty (40) hours per week.

Clapman is not entitled to overtime unless same has been previously authorized by the Board or permitted under this Agreement.

Compensatory time, on an hour-to-hour basis, will be provided for any work performed beyond forty (40) hours per week. Compensatory time shall be cumulative, however, shall not exceed eighty (80) hours.

During the above-mentioned term, Clapman shall be entitled to the following paid leave:

A. Thirteen (13) paid holidays each year as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Weekend (Monday)	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Additional holidays may, at the Board's discretion, be allowed in connection with holidays which fall on weekends. Clapman may substitute a holiday not listed for one listed upon notice and approval of the Board. If the Board determines that it is essential to the mission of the Fire District to have Clapman work on a holiday, Clapman shall be compensated with compensatory time for any hours worked that day at a rate of time and a half of her regular salary, prorated. The Board, except in emergency situations, cannot cancel holiday leave as set forth in this Agreement.

B. Personal Leave: Three (3) paid personal leave days per annum. Personal leave days are not cumulative and may not be carried from year to year.

C. Vacation Leave: Twelve (12) vacation leave days each calendar year credited at the beginning of each calendar year in anticipation of continued employment; and Vacation leave shall be taken in the year it is earned.

Vacation leave shall be taken in full days only.

Vacation leave not used in a calendar year because of business necessity, as determined by the Board, shall be used during the next calendar year only.

D. Sick Leave: At the beginning of each calendar year, Clapman shall be credited, in anticipation of continued employment, with fifteen (15) sick leave working days. Sick leave shall be taken in full days only.

Unused sick leave may be accumulated from year to year without limit.

Sick leave may be used for the following:

1. Personal illness or injury;
2. Care for a reasonable time of a seriously ill member of the Employee's immediate family as defined in N.J.A.C. 4A:1-1.3; and
3. Death in the Employee's immediate family, for a reasonable period of time.

Unused annual sick leave may, at the discretion of Clapman, be cashed in at a rate of one for one at the current rate of pay in an amount not to exceed fifteen thousand dollars (\$15,000).

Clapman shall be entitled to paid family health benefit insurance to the same extent as other District employees. The Employee shall contribute toward her family health benefit insurance 2% of her annual salary.

Clapman shall be enrolled in the Public Employees Retirement System (PERS).

Clapman's job duties and responsibilities shall be those set forth in the job description for Fire Prevention Specialist under New Jersey Civil Service job descriptions and as otherwise directed by the Board.

Clapman hereby accepts the employment aforesaid and agrees to faithfully do and perform duties under this Employment Contract in accordance with applicable local, state, and federal law, as well as all policies, rules, regulations, and directives promulgated by the Board.

If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect; and

Each of the provisions of this Employment Contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

IN WITNESS WHEREOF, the undersigned have executed this Employment Contract Agreement the date and year first above written.

BOARD OF FIRE COMMISSIONERS
TOWNSHIP OF LAKEWOOD

Attest: Harrison Pfeiffer
HARRISON PFEFFER, CLERK

Yakov Steinberg
YAKOV STEINBERG, CHAIRMAN

Witness: Erin Belfiglio

EMPLOYEE:
Sima Clapman
SIMA CLAPMAN



EMPLOYMENT AGREEMENT

BETWEEN THE

**BOARD OF FIRE COMMISSIONERS
OF THE
LAKEWOOD TOWNSHIP FIRE DISTRICT NO. 1**

AND

JONATHAN T. YAHR

EFFECTIVE NOVEMBER 1, 2020 THROUGH DECEMBER 31, 2023

TABLE OF CONTENTS

ARTICLE 1 - EMPLOYMENT	PAGE 3
ARTICLE 2 - TERMS OF EMPLOYMENT	PAGE 4
ARTICLE 3 - COMPENSATION	PAGE 5
ARTICLE 4 - EXTENT OF SERVICES	PAGE 6
ARTICLE 5 - EMPLOYEE BENEFITS	PAGE 7
ARTICLE 6 - PROFESSIONAL DEVELOPMENT	PAGE 10
ARTICLE 7 - INDEMNIFICATION	PAGE 10
ARTICLE 8 - MANAGEMENT RIGHTS	PAGE 11
ARTICLE 9 - GENERAL PROVISIONS	PAGE 11

FIRE CHIEF EMPLOYMENT AGREEMENT

This Agreement is made and entered into on this fourteenth (14th) day of September, 2020, (hereinafter referenced as the “effective date”) by and between the Board of Fire Commissioners, Fire District No. 1, Township of Lakewood (hereinafter referenced as the “District” and/or “Board”), with its principal place of business at 316 River Avenue, Lakewood, New Jersey 08701, and Jonathan T. Yahr (hereinafter referenced as “Fire Chief” and/or “Employee”) with his address at 242 Lakeshore Drive, Brick, New Jersey 08723. The District and/or Board and Fire Chief and/or Employee are collectively hereinafter referenced as the “Parties”, and individually hereinafter referenced as a “Party”.

W I T N E S S E T H

WHEREAS, the District has found and determined a need for the services of a fire chief in order to effectively deliver fire service to the Township, and is willing to engage the services of the employee on the terms and conditions set forth in this Fire Chief Employment Agreement (hereinafter referenced as the “Agreement”); and

WHEREAS, the Fire Chief is willing to perform the duties of the position of Fire Chief, which are attached hereto and made a part hereof as Exhibit A, of the District, and to accept employment on the terms and conditions set forth in this Agreement; and

WHEREAS, the District and Employee desire to enter into this Agreement so as to document and memorialize the Parties’ understanding of the terms, conditions, rights, responsibilities, obligations and other negotiated promises each has to the other.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed to by and between the Parties the following are the terms and conditions of employment:

ARTICLE 1 - EMPLOYMENT

1.01 The District hereby employs the Employee as the full time Fire Chief for Fire District No. 1 pursuant to the job specification approved by the Board and attached hereto as EXHIBIT A, and the Employee hereby accepts such employment upon such terms and conditions hereinafter set forth and agrees to perform the duties required of him to the best of his ability.

The Fire Chief acknowledges that the appointment to the position of Fire Chief is a provisional Civil Service appointment and that the Board shall request a waiver from examination for the title and, if denied, shall call for an examination. The Fire Chief agrees to take all necessary action to qualify for the position once advertised. In the event that the Fire Chief fails to take the examination, fails the examination, or otherwise is not qualify for the position under Civil Service laws and regulation, that the within contract may be terminated by the Board without additional compensation to the Fire Chief.

1.02 As Fire Chief, he shall be the chief operations officer of the District and Lakewood Township Fire Department (hereinafter referred to collectively as the “Department”) and, in said capacity, shall be in complete charge of the fire protection and suppression operations of the District and Department and shall have full authority and responsibility, subject to the general direction and control of the Board, for formulating guidelines for fire suppression and/or other emergency response within the District and Department in all respects, subject to the provisions heretofore and hereinafter contained. See Fire Chief job specification attached as EXHIBIT A.

1.03 The Fire Chief serves with all the protections afforded by federal and state law and regulation.

1.04 The within Agreement may be terminated by either party in accordance with the law.

1.05 The Parties may amend, modify, change or alter this Agreement provided same is done so in writing signed by the Parties.

1.06 The Parties, upon mutual consent, may terminate the Agreement.

1.07 The terms of this Agreement shall be subject to the availability and appropriation annually of sufficient funds as may be required to meet the obligations hereunder.

ARTICLE 2 – TERMS OF EMPLOYMENT

2.01 The term of the Agreement shall commence on November 1, 2020, and terminate on December 31, 2023, unless otherwise terminated as herein provided. The position of Fire Chief is a full-time, exempt position. This means that the Fire Chief is expected to devote his full professional time and attention to the performance of his obligations under this Agreement, and shall at all times faithfully, industriously and to the best of his ability, experience and talent, perform all of his duties and responsibilities as Fire Chief of the District. However, the District

and Fire Chief understand and acknowledge that, as an exempt employee, the Fire Chief's working hours may vary, and that the Fire Chief has discretion with respect to those hours so long as the position's duties are being fulfilled. Since the position is a full time, exempt position the Fire Chief shall not be eligible for overtime or compensatory time.

2.02 The term of the Agreement may be extended, at any time, upon mutual written agreement of the parties setting forth each party's understanding of the terms and conditions of the extension of employment.

2.03 If separated from employment, for whatever reason, the Fire Chief shall transfer all records, files, passwords, keys, key fobs, electronic devices and other equipment to the District forthwith.

2.04 The Fire Chief is not entitled to overtime and/or compensatory time unless same has been previously authorized by the Board or permitted under this Agreement.

The Employee may be subject to discipline inclusive of termination at any time for cause. Cause shall be defined as those reasons set forth for Civil Service employees under N.J.A.C. 4A:2-2.3.

2.05 The Fire Chief shall use best efforts to make himself or his designee available to the District via telephone or other means of communication when not on duty.

ARTICLE 3 - COMPENSATION

3.01 As compensation for services rendered under this Agreement, the Fire Chief shall be entitled to receive a salary as follows:

- A. Effective November 1, 2020, through December 31, 2021, an annual base salary of \$175,000.00.
- B. Effective January 1, 2022, through December 31, 2022, an annual base salary of \$180,250.00.
- C. Effective January 1, 2023, through December 31, 2023, an annual base salary of \$185,658.00.

All salary increases shall be contingent upon a performance review of at least proficient.

3.02 The annual salary shall be paid in twenty-six (26) equal payments, paid bi-weekly.

3.03 Salary payments as hereinabove set forth shall be subject to withholding and other applicable state and federal taxes.

3.04 The Employee shall continue to be enrolled in the Police and Firemen's Retirement System (PFRS).

ARTICLE 4 – EXTENT OF SERVICES

4.01 The Employee shall devote himself exclusively to the duties of his office.

4.02 The Fire Chief shall not, during normal business hours, directly or indirectly render any services of a business, commercial or of any other professional nature, to any other person, organization or entity, whether for compensation or otherwise.

4.03 The Fire Chief, outside of normal business hours, shall not engage in any business activity, as set forth in 4.02 above, without prior written approval of the Board and, if approved, only to the extent that such pursuits would not interfere with the Fire Chief's obligation under the Agreement.

4.04 The Fire Chief shall work a minimum of forty (40) hours per week. The District and the Fire Chief acknowledge that the Fire Chief's work hours and week require the Fire Chief to perform services at times not during the normal business day or week. The Fire Chief shall be permitted to adjust his hours of employment at such times provided he satisfies the minimum contracted hours for that pay period. The Fire Chief shall take all reasonable means to inform the District (Fire District Administrator) when and what his adjusted schedule shall be.

4.05 As normal District business hours are 7:00 a.m. to 5:00 p.m., Monday through Thursday, the Fire Chief is expected to perform his services primarily in the District office or other place within the District unless he is absent from the District for District business. The purpose and intent of this provision is to assure appropriate management of District career and volunteer operational personnel.

4.06 The Fire Chief shall, on Friday of each week, by electronic communication, inform the Fire District Administrator of his upcoming weekly schedule to the extent known.

4.07 The Fire Chief acknowledges that the Department consists of volunteer personnel and that the rendering of services is frequently required after normal business hour meetings, events, activities, etc., and also on weekends, where necessary.

4.08 The Fire Chief is a salaried exempt employee (FLSA) and shall not receive additional compensation for performance of his job duties unless specified herein or otherwise agreed to by the Board.

4.09 It shall be the objective of the Fire Chief to provide fire services to the general public within the District as same pertains to fire protection and suppression and other incidental and necessary activities and events to effectuate same.

4.10 The Fire Chief shall not cause, authorize, support or participate in any job or work action including, but not limited to, work stoppage, slow down or walkout.

4.11 The Fire Chief shall be under the direct control or supervision of the Board and/or its designee.

ARTICLE 5 – EMPLOYEE BENEFITS

5.01 The Fire Chief will be entitled to twelve (12) paid holidays each year as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Weekend (Monday)	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Additional holidays may, at the District's discretion, be allowed in connection with holidays which fall on weekends. The Fire Chief may substitute a holiday not listed for one listed upon notice and approval of the District.

5.02 The Board, except in emergency situations, cannot cancel holiday leave as set forth in this Agreement.

5.03 The Fire Chief shall be entitled to four (4) paid personal leave days per annum. Personal leave days are not cumulative and may not be carried from year to year.

5.04 The Fire Chief shall be entitled to annual paid vacation leave as follows:

A. Sixteen (16) vacation leave days annually credited at the beginning of each calendar year in anticipation of continued employment.

Vacation leave shall be taken in the year it is earned.

Vacation leave not used in a calendar year because of business necessity, as determined by the Board, shall be used during the next calendar year only.

5.05 The Fire Chief shall be entitled to annual paid sick leave as follows:

A. At the beginning of each calendar year, the Employee shall be credited, in anticipation of continued employment, with twelve (12) sick leave working days.

Unused sick leave may be accumulated from year to year without limit.

Sick leave may be used for the following:

- A. Personal illness or injury;
- B. Care for a reasonable time of a seriously ill member of the Employee's immediate family as defined in N.J.A.C. 4A:1-1.3; and
- C. Death in the Employee's immediate family, for a reasonable period of time.

The Fire Chief's sick leave accrued prior to November 1, 2020, shall be mutually agreed upon by both parties and shall be paid at a rate of one for one at the Fire Chief's rate of pay as Captain.

5.06 The Fire Chief shall be entitled to paid family health benefit insurance to the same extent as other District employees. The Fire Chief shall contribute toward his family health benefit insurance as imposed by state law or regulatory acts to the same extent as other District employees.

5.07 The Fire Chief shall receive the use of a cellular telephone for business use only. If the Employee desires to use same for personal use, he may do so with Board approval, provided he reimburses the Board for the reasonable cost of such use.

5.08 The District shall provide the Fire Chief a marked fire vehicle and pay for all attendant operating and maintenance expenses and insurance. The vehicle is to be used by the Fire Chief in connection with performance of his duties as Fire Chief and/or for his professional growth and development. Since the Fire Chief is always on call, the Fire Chief may drive the vehicle for personal reasons, except for periods during which the Fire Chief would NOT be reasonably expected to respond to an incident or event (vacation, etc.).

5.09 The Fire Chief shall be entitled to bereavement leave in an amount consistent with the FMBA collective bargaining agreement presently in effect.

5.10 In the event the Fire Chief becomes disabled by reason of service-connected injury or illness and is unable to perform his duties then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to six (6) months. In the event the Fire Chief is granted said injury leave, the Board's sole obligation shall be to pay

the Fire Chief the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Board. At the Board's option, the Fire Chief shall either surrender or deliver his entire salary payments, or the Board shall pay the difference. If the Fire Chief returns to work from injury leave for less than six (6) months, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

When the Fire Chief returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to six (6) months if the Fire Chief submits a new injury claim due to an independent event causing re-injury or a new injury.

When the Chief requests injury leave, he shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the Fire Chief is entitled to injury leave is initially made by the Board's Workers' Compensation carrier, with the final determination, if necessary, to be made by the Workers' Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the Fire Chief is not entitled to job injury compensation, the Fire Chief shall be denied injury leave and shall have all time off charged against his accumulated sick time and, if necessary, against any other accumulated leave time. If the Fire Chief does not have enough accumulated, he may be advanced sick leave to cover the absence. If the Fire Chief leaves the employ of the Board prior to reimbursing the Board for such advanced time, the Fire Chief shall be required to reimburse the Board for such advanced time.

If the Fire Chief is injured, whether slight or severe, while working, he must make an immediate report within twelve (12) hours thereof or as soon thereafter as possible to the Fire District Administrator.

It is understood that the Fire Chief must file an injury report so that the Board may file the appropriate Workers' Compensation Claim. Failure to report said injury may result in the failure of the Fire Chief to receive compensation under this Article.

If the Fire Chief is unable to return to duty within six (6) months from the date of injury, the Board may consider same a material breach and declare the Agreement null and void.

5.11 The District will provide to the Fire Chief a complete NFPA compliant personal protective gear to include; turnout coat, turnout pants, hood, boots, mask, gloves, suspenders and helmet. Gear shall be properly sized and replaced as deemed necessary.

The District will also allow the Fire Chief a uniform allowance of five thousand dollars (\$5,000.00) each fiscal year. The Fire Chief's station wear and Class A uniform shall be maintained or replaced through the uniform allowance. Allotment monies not used may not be carried into the next fiscal year.

Upon termination of employment all useable equipment, gear, and uniforms shall be turned in to the District.

5.12 The Employee shall be permitted to participate in a deferred compensation plan at no cost to the Board. The Board agrees to facilitate the necessary payroll deductions, documentations, etc., necessary to establish and implement the plan.

ARTICLE 6 – PROFESSIONAL DEVELOPMENT

6.01 The Board acknowledges a responsibility to assist in the professional development of the Fire Chief, for the benefit of the District. In this regard, the Board shall consider payment of membership fees, conferences, meetings and other related fire or emergency services events which the Board finds are in the District's interest.

6.02 The Fire Chief shall be reimbursed for all reasonable expenses incurred by the Fire Chief in connection with his official duties or as otherwise directed by the Board. Reimbursement shall occur only upon presentation of invoices for the expenses in accordance with District policy.

6.03 In the best interest of the District, the Board shall require the Fire Chief to attend and satisfactorily complete recruitment and retention training and education classes, leadership programs, public relations programs, administration courses and programs and other training and education courses the Board deems necessary. All required courses shall be at the expense of the Board. The Fire Chief shall be required to train, educate or instruct District paid and volunteer personnel in those areas for which he is certified and/or trained.

ARTICLE 7 – INDEMNIFICATION

7.01 The District agrees to defend, save harmless and indemnify in accordance with the provisions of the New Jersey State Statute the Fire Chief against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as Fire Chief for the District, even if said claim has been made following his termination from employment, provided that the Fire Chief acted within the scope of his duties. The District may compromise and settle

any such claim or suit and will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to the Fire Chief.

Since the Fire Chief is presumed to be subject to duty twenty-four (24) hours per day, seven (7) days per week, any action taken by the Fire Chief within the boundaries of New Jersey while the Fire Chief is "off duty", which would be appropriate if action was taken by the Fire Chief while "on duty", if present or available, shall be considered official action and the Fire Chief shall have all rights and benefits concerning such activities as though he were "on duty".

This section shall survive the termination of this Agreement.

ARTICLE 8 – MANAGEMENT RIGHTS

8.01 The Fire District hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of New Jersey and the United States.

8.02 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Fire District, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.

8.03 Nothing contained herein shall be construed to deny or restrict the Fire District of its rights, responsibilities and authority under N.J.S.A. 40A or any other national, state, county or local laws or regulations.

ARTICLE 9 – GENERAL PROVISIONS

9.01 Any notices given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introduction paragraph of this Agreement, but each party may adopt a new address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt.

9.02 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment, and this Agreement contains all of the understandings, covenants or agreements between the parties with respect to the employment. In

signing the within Agreement, the Employee hereby represents that he has not relied on any promises, representations or other inducement that is not set forth in this Agreement.

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

9.04 If any action of law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, cost, and necessary disbursements in addition to any other relief that may be proper.

9.05 If any specific provision of this Agreement is deemed unenforceable or illegal, such unenforceability or illegality will not in any way result in the unenforceability or illegality of all remaining provisions of this Agreement.

9.06 Any notice required to be given to the provisions of this contract shall be in writing and by certified mail, return receipt requested, and mailed to the parties at the following addresses:

BOARD: Board of Fire Commissioners
Lakewood Township Fire District No. 1
316 River Avenue
Lakewood, New Jersey 08701

FIRE CHIEF: Jonathan T. Yahr
242 Lakeshore Drive
Brick, New Jersey 08723

IN WITNESS WHEREOF, the undersigned have executed this Agreement the date and year first above written.

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 1
TOWNSHIP OF LAKEWOOD

Attest: 
DOVID BENDER, CLERK

By: 
DAVID MIZRAHI, CHAIRMAN

Witness: 

EMPLOYEE
(FIRE CHIEF)


JONATHAN T. YAHR



**EMPLOYMENT AGREEMENT ADDENDUM
BOARD OF FIRE COMMISSIONER, FIRE DISTRICT NO. 1
TOWNSHIP OF LAKEWOOD
AND
JONATHAN T. YAHR**

The Board of Fire Commissioners of Fire District No. 1, Township of Lakewood (hereinafter referred to as the "Board" or "District") and Jonathan T. Yahr (hereinafter referred to as "Yahr") hereby agree to enter into this Employment Agreement Addendum. The Board and/or District and Yahr collectively shall be referred to as "the Parties" within this agreement.

The District and Yahr are currently parties to an Employment Agreement (hereinafter referred to as the "Agreement") titled "Employment Agreement" between Board of Fire Commissioners, Fire District No. 1, Township of Lakewood, and Jonathan T. Yahr, November 1, 2020 - December 31, 2023.

After meeting and conferring in good faith to discuss a four-year contract extension, the Board and Yahr agreed to the terms and conditions set forth below. Those terms and conditions are set forth in this Employment Agreement Addendum. This Employment Agreement Addendum shall be in effect following the Parties approval and signature hereon and shall immediately modify only those terms that are specifically set forth herein. All other terms and conditions of the Employment Agreement shall continue and remain unchanged for the life of this Employment Agreement Addendum and may only be modified thereafter by mutual agreement of the parties and memorialized in writing.

The following memorializes the Parties Agreement effective January 1, 2024.

ARTICLE 2 – TERMS OF EMPLOYMENT

2.01 The term of the Agreement shall commence on January 1, 2024, and terminate on December 31, 2027, unless otherwise terminated as herein provided.

ARTICLE 3 – COMPENSATION

3.01 As compensation for services rendered under this Agreement, the Employee shall be entitled to receive a salary as follows:

- A. Effective January 1, 2024, through December 31, 2024, an annual salary of \$232,000.00.
- B. Effective January 1, 2025, through December 31, 2025, an annual salary of \$243,600.00.

- C. Effective January 1, 2026, through December 31, 2026, an annual salary of \$255,780.00.
- D. Effective January 1, 2027, through December 31, 2027, an annual salary of \$268,569.00.

ARTICLE 5 – EMPLOYEE BENEFITS

5.08 The District shall provide the Fire Chief with a vehicle and pay for all attendant operating and maintenance expenses and insurance. The vehicle is to be used by the Fire Chief in connection with the performance of his duties as Fire Chief and/or for his professional growth and development. Since the Fire Chief is always on call, the Fire Chief may drive the vehicle for personal reasons, except for periods during which the Fire Chief would NOT be reasonably expected to respond to an incident or event (vacation, etc.).

FINALITY OF CHANGES

It is understood and agreed that the specific provisions contained in this Employment Agreement Addendum shall supersede any previous agreements, whether oral or written, regarding the matters expressly addressed herein. In addition, except as amended by this Employment Agreement Addendum. All wages, hours and other terms and conditions of employment presently enjoyed by the affected employees and contained in the agreement, as amended by duly approved previous agreements, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement Addendum to be executed on the date first hereinabove written.

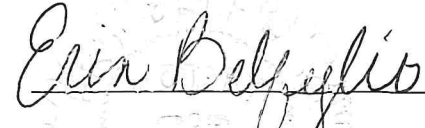
ATTEST:



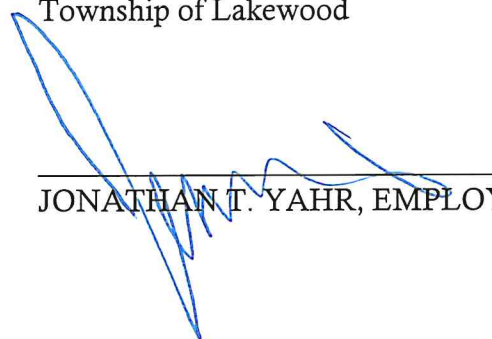
YEHUDA GOLD, CLERK
Board of Fire Commissioners
Fire District No. 1
Township of Lakewood



HARRISON PEFFER, VICE-CHAIRMAN
Board of Fire Commissioners
Fire District No. 1
Township of Lakewood




ERIN BELFIGLIO
Commission # 50098987
Notary Public, State Of New Jersey
My Commission Expires
February 13, 2024



JONATHAN T. YAHR, EMPLOYEE