

**RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACT FOR
ADMINISTRATOR**

Mrs. Roth offered the following resolution and moved its adoption:

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Manalapan that the contract with terms and conditions attached thereto with Tara L. Lovrich as Administrator is hereby accepted; and

BE IT FURTHER RESOLVED that Mayor and Clerk are hereby authorized to execute same; and

BE IT FURTHER RESOLVED that the Municipal Clerk send a certified copy of this resolution to Tara L. Lovrich and the Finance Department.

Seconded by Mr. Klauber and approved by the following roll call vote:

AFFIRMATIVE: Gennaro, Klauber, Locricchio, Roth, Lucas

NEGATIVE: None

ABSTAIN: None

ABSENT: None

DATED: February 14, 2007

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A
RESOLUTION ADOPTED BY THE TOWNSHIP OF MANALAPAN
DURING A MEETING HELD ON February 14, 2007



MUNICIPAL CLERK
TOWNSHIP OF MANALAPAN

AGREEMENT

THIS AGREEMENT is made this 14th day of February, 2007, by and between the TOWNSHIP OF MANALAPAN, a municipal corporation of the State of New Jersey, with offices at 120 Rt. 522 and Taylors Mills Road, Manalapan, New Jersey 07726, hereinafter referred to as the "Township" and Tara L. Lovrich, residing at 128 Hedden Terrace, North Arlington, New Jersey, hereinafter referred to as TLL.

WITNESSETH

WHEREAS, the Township requires the services of a Township Administrator pursuant to Chapter 26.1 of the Code of the Township of Manalapan; and

WHEREAS, the Township desires to appoint TLL as the Administrator for the Township of Manalapan under the terms and conditions set forth herein; and

WHEREAS, TLL desires to accept the appointment as the Administrator for the Township of Manalapan under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. Term. TLL shall be appointed by the Township Committee as the Administrator of the Township of Manalapan and shall hold office at the pleasure of the Township Committee until such time she is terminated by a 2/3rds vote of the Governing Body. In the event TLL is terminated, she will receive three months' salary in addition to any unused vacation time up to a maximum of four (4) weeks from the date of termination of this employment. TLL shall have such powers and shall perform all of the functions and duties described by statute and by the Codes of the Township of Manalapan, as well as any and all other functions and duties assigned by the Township Committee.

2. Salary. The salary for TLL shall be \$96,000 effective January 11, 2007.
3. Pension System. TLL will be enrolled in the New Jersey Public Retirement System on the same basis as all other Township employees.
4. Insurance Coverage. The Township will provide to TLL hospitalization, medical, dental, worker's compensation, life and other insurance coverage under the same insurance policies as provided to the Township's department heads. Upon termination, she will remain on the Township's health care plan for a period of three (3) months.
5. Sick Time, Holidays and Vacation. TLL shall be credited sick leave in accordance with Section 30-22 of the Code of the Township of Manalapan and receive holidays and personal days in accordance with Section 30-18. TLL shall be subject to Section 30-21 of the Township Code governing vacation time, except that TLL will receive an additional 5 vacation days a year as Administrator.
6. Miscellaneous Policies. TLL shall be subject to all of the miscellaneous policies included and not included in the Township Code that apply to other Township department heads.
7. Expiration. This Agreement shall expire upon termination by the Township Committee, TLL resignation or modified by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this 20TH day of FEBRUARY, 2007.

ATTEST:

TOWNSHIP OF MANALAPAN



Rose Ann Weeden

Township Clerk

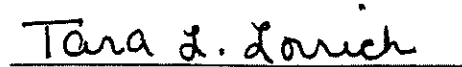


Andrew Lucas

Mayor



Witness



Tara L. Lovrich

MEMORANDUM

TO: Tara L. Lovrich
FROM: Township Committee
Township of Manalapan
SUBJECT: Terms of Employment

On behalf of the Township of Manalapan I am pleased to offer you appointment to the position of Municipal Administrator of the Township subject to the following terms and conditions of employment. These terms and conditions will be incorporated into an employment agreement so as to avoid any future misunderstandings. Hereinafter you are referred to as TLL:

1. TLL will become the new, full time Township Administrator for the Township of Manalapan effective January 11, 2007 at a starting salary of \$96,000.
 - a. This salary may be adjusted in the future in recognition of your performance and the salary adjustments provided to other managerial employees
 - b. TLL existing salary shall not be reduced by a governing body without TLL having an opportunity to discuss with the governing body her performance and any reasons for any salary reduction.
2. This is an appointment in accordance with NJSA 40A: 9-136 et. seq. and Section 26.1 et. seq. of the Code of Ordinances of the Township of Manalapan
 - a. TLL will serve an indefinite term at the pleasure of the governing body.
 - b. Supplementing the provisions of the state statutes and local

ordinance, TLL will be given an opportunity to be heard prior to the adoption of any resolution affecting her tenure with the Township

3. TLL will report directly to the Township Committee and will be responsible for the day-to-day operations of the Township according to the Township Administrator ordinance, as well as any other duties assigned to her by the Township Committee.
4. The benefits to be provided by Manalapan and enjoyed by TLL during her employment include:
 - A. A \$96,000 starting salary, in accordance with the provisions of the annual salary ordinance. TLL will be eligible for any longevity benefits provided to other management employees of the Township
 - B. Full health and disability benefits in the same manner as provided to all other Township management employees
 - C. The same family coverage dental plan as other Manalapan management employees.
 - D. Pension coverage under the N.J. PERS., including life insurance provided under the state plan.
 - E. Same number of paid holidays and personal days as the other Manalapan management employees.
 - F. For the year 2007 TLL shall receive 20 vacation days.

These vacation days will be advanced to TLL effective the first of every year for her use during the year. If TLL should be terminated during the year, TLL will be paid for the full allotment of any vacations days unused for that year.

TLL may carry over to future years any unused accrued vacation leave with this unused accrued vacation leave being paid to TLL upon her termination by the Township

TLL will not be absent from the Township for more than two consecutive weeks at any one time without the prior approval of the Township Committee

- G. TLL will be entitled to the same number of paid sick days per year and sick leave policies as enjoyed by all other management employees of the Township.

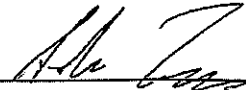
- H. TLL will be permitted the time off and reimbursement of expenses for professional development and/or attendance at conferences, such as ICMA, NJMMA and the NJ League of Municipalities. The Township agrees to provide adequate provision for these conferences and training programs in the annual budget of the Township.
- I. Also, TLL will be able to attend several one day seminars that she considers as relevant to her position of Township Administrator.
- J. TLL regular schedule will be 8:30 a.m. to 4:30 p.m., Monday through Friday.
- K. TLL regular salary also includes her attendance at various evening meetings and occasional weekend meetings without receiving any additional time off nor compensation.
- L. TLL will not be required to live within the boundaries of the Township of Manalapan.
- M. TLL will be permitted to establish a Deferred Compensation Plan that corresponds to the existing plan she currently utilizes.
- N. TLL will be reimbursed for all incidental expenses incurred as a result of her employment in the same manner as all other managerial employees of the Township
- O. TLL will be afforded the use of a Township cell phone.

5. The Township shall defend, save harmless and indemnify TLL against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties Including any action which might commence or continue after her retirement , resignation or termination.

6. TLL hereby certifies that upon acceptance of the position of Administrator for the Township pf Manalapan, TLL will devote full time and energy to fulfilling the duties and responsibilities of the position. TLL will seek prior approval of the Township Committee of the municipality prior to assuming any other employment for remuneration or consulting/teaching.

7. TLL and the officials of Manalapan Township hereby acknowledge that they are entering into this agreement freely and voluntarily for the purposes set forth herein. All parties acknowledge that the terms and conditions are fair and

equitable and in the best long term interest of TLL and the Township of Manalapan. TLL and Governing Body of Manalapan Township agree to execute any and all documents that may be necessary to carry out the terms of the Offer of Employment.



Andrew Lucas, Mayor
Township of Manalapan

2-20-07
(Date)

Accepted by Tara L. Lovrich
Tara L. Lovrich
Township Administrator

2/20/07
(Date)