RESOLUTION 2017-42

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THOMAS LOMBARSKI, TOWNSHIP CERTIFIED FINANCE OFFICER ("CFO")

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has previously adopted Resolution 2015-275 on September 21, 2015, thereby appointing Thomas Lombarski as Township Certified Finance Officer, ("CFO"); and

WHEREAS, the aforementioned Employment Agreement runs for a term through December 31, 2018; and

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

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

WHEREAS, the Township is extremely pleased with the work ethic and results of Thomas Lombarski as Township CFO.

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

- 1. The Township hereby accepts and authorizes execution of the Amendment to the Employment Agreement with Thomas Lombarski, Township Finance Officer, a true copy of which is on file with the Office of the Township Clerk and can be reviewed by the public during normal hours.
- 2. The Township authorizes and directs the Mayor, Township Clerk, and Township Chief Financial Officer to execute any and all necessary documents in order to implement the intent of this resolution.
- 3. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:
 - a.) Barnegat Township Mayor;
 - b.) Martin Lisella, Township Administrator:
 - c.) Thomas Lombarski, Township CFO; and
 - d.) Jerry J. Dasti, Esquire.

CERTIFICATION

I, Michele Rivers, Municipal Clerk of the Township of Barnegat, County of Ocean hereby certify that the foregoing Resolution was duly adopted by the Township Committee at a meeting held of January 1, 2017, a quorum being present and voting in the majority.
Michele Rivers, RMC Municipal Clerk

EMPLOYMENT AGREEMENT BY AND BETWEEN THE TOWNSHIP OF BARNEGAT,

THE BARNEGAT TOWNSHIP CHIEF FINANCIAL OFFICER FOR THE PERIOD THROUGH DECEMBER 31, 2020

THIS AGREEMENT is made on this _	day of _	, 2017
BY AND BETWEEN:		

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

AND

THOMAS LOMBARSKI, residing at the address in his personnel file, hereinafter referred to as "CFO".

WHEREAS, after consultation and negotiations with Thomas Lombarski and in accordance with Section 6-1 of the Township Code, the Township has expanded the role of the new CFO to include but not be limited to preliminary preparation of the annual audit, assist in the budget documentation and preparation, prepare the annual financial statement, annual debt statement, balance sheets, review bond issuance, investments and revenue analysis, all of which are in addition to the normal responsibilities of a Township CFO; and

WHEREAS, the Township believes it appropriate that an agreement be entered into by and between the Township and Thomas Lombarski in order to document the agreement reached between the parties.

NOW, THEREFORE, BE IT RESOLVED by and between the Township of Barnegat and Thomas Lombarski that an amended contract will be entered into (previously through December 31, 2018), now extended through December 31., 2020 in order to maintain a continuous, harmonious working relationship.

TERMS OF AGREEMENT

THIS AGREEMENT shall cover the period through December 31, 2020

The CFO, Thomas Lombarski, will be paid on an annual salary of \$134,922.53 beginning January 1, 2017. Thereafter, annual raises will be at a minimum in line with current AFSCME contract. In addition he will be entitled to all benefits, including but not limited to health insurance protection, vacation days, sick days and personal days as are available to all of the Township Administrative/Department Head staff, on a prorated basis through December 31, 2015. Beginning in 2017, the CFO shall be entitled to fifteen (15) vacation days and allowed to sell back any unused vacation days annually up to ten (10) days (or 70 hours) with any unused, unsold back hours carried forward without risk of loss, but with a maximum accumulation of \$20,000.00. Accumulated sick days will be handled in accordance with the current AFSCME contract. Any accrued compensatory time will be paid out upon any type of termination or separation at the current rate of pay. Any other terms, including compensatory terms not otherwise noted, such as dental, vision, personal days, education, will be in accordance with the current AFSCME contract.

The CFO shall not be entitled to overtime or any time of premium pay during the term of this contract. He shall be entitled to compensatory time in lieu of payment of overtime. The CFO shall be entitled to longevity on his full salary in the time frame and percentages consistent with the current AFSCME Council 71 Department Head contract, starting with the first day of Township employment.

The CFO shall contribute, by way of appropriate payroll deductions toward the cost of the health care coverage as required by P.L. 2011© 78 and any implementing regulations. The parties understand that

"Chapter 78" has expired. However, the parties agree to utilize the same formulas as set forth therein to determine the amount of the CFO's contribution towards health insurance coverage. The CFO shall be entitled to normal Township additional compensation for "opting out" of any health care package.

Without approval by the Township Committee, the CFO shall not be permitted to engage in outside employment. Rather the CFO is expected to utilize his full-time best efforts to undertake his duties and responsibilities for the Township.

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

This employment agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, promises or undertakings other than what was expressly set forth herein.

IN WITNESS WHEREOF, the parties have hereto executed this contract on this, 2017.		
Attest:		
Witness	Thomas Lombarski, CFO	
Attest:		
Michele Rivers, RMC Municipal Clerk	Albert Bille, Mayor	