

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2024-375

Title: A RESOLUTION AMENDING MANAGER MICHAEL LAFFEY'S AGREEMENT WITH THE TOWNSHIP OF LOWER

WHEREAS, pursuant to Resolution #2020-304, in accordance with N.J.S.A. 40:69-81 et seq., the Township Council of the Township of Lower appointed Michael Laffey as Manager of the Township of Lower and authorized the execution of an Agreement between the Township of Lower and Manager Laffey; and

WHEREAS, in 2021, pursuant to Resolution #2021-342, the Agreement was amended to increase the number of vacation days available to Manager Laffey from 20 days to 30 days; and

WHEREAS, pursuant to the Agreement, Manager Laffey's compensation was set for calendar years 2020 and 2021 at \$125,000.00, and the Agreement anticipated an annual review of Manager Laffey's salary beginning in calendar 2022 and each subsequent year thereafter; and

WHEREAS, Manager Laffey's compensation remained \$125,000.00 in calendar year 2022; and

WHEREAS, pursuant to Resolution #2022-364, Manager Laffey's compensation was set at \$128,125.00 for the year 2023; and

WHEREAS, pursuant to Resolution #2023-385, Manager Laffey's compensation was set at \$131,968.75 for the year 2024; and


WHEREAS, in advance of the 2025 calendar year, Mayor and Council find that an increase in the annual compensation paid to the Township Manager is appropriate.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Agreement be amended as follows:

The Manager shall be paid in accordance with the salary provisions of the Agreement. He shall be paid a salary of \$137,247.50 in 2025. For every year thereafter that Mr. Laffey remains the Manager, the salary compensation for Mr. Laffey shall be determined on an annual basis prior to the expiration of the previous year. All remaining provisions of the original Manager's Agreement, shall remain as stated unless herein modified.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS		X	X				
ROY							X
PERRY			X				
SIPPEL			X				

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 18, 2024


Julie A. Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2023-385

Title: A RESOLUTION AMENDING MANAGER MICHAEL LAFFEY'S AGREEMENT WITH THE TOWNSHIP OF LOWER

WHEREAS, pursuant to Resolution #2020-304, in accordance with N.J.S.A. 40:69-81 et seq., the Township Council of the Township of Lower appointed Michael Laffey as Manager of the Township of Lower and authorized the execution of an Agreement between the Township of Lower and Manager Laffey; and

WHEREAS, in 2021, pursuant to Resolution #2021-342, the Agreement was amended to increase the number of vacation days available to Manager Laffey from 20 days to 30 days; and

WHEREAS, pursuant to the Agreement, Manager Laffey's compensation was set for calendar years 2020 and 2021 at \$125,000.00, and the Agreement anticipated an annual review of Manager Laffey's salary beginning in calendar 2022 and each subsequent year thereafter; and

WHEREAS, Manager Laffey's compensation remained \$125,000.00 in calendar year 2022; and

WHEREAS, pursuant to Resolution #2022-364, Manager Laffey's compensation was set at \$128,125.00 for the year 2023; and

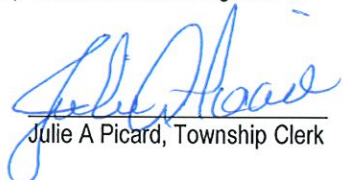
WHEREAS, in advance of the 2024 calendar year, Mayor and Council find that an increase in the annual compensation paid to the Township Manager is appropriate.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Agreement be amended as follows:

The Manager shall be paid in accordance with the salary provisions of the Agreement. He shall be paid a salary of \$131,968.75 in 2024. For every year thereafter that Mr. Laffey remains the Manager, the salary compensation for Mr. Laffey shall be determined on an annual basis prior to the expiration of the previous year. All remaining provisions of the original Manager's Agreement, shall remain as stated unless herein modified.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				
COOMBS		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
ROY			<input checked="" type="checkbox"/>				
PERRY			<input checked="" type="checkbox"/>				
SIPPEL			<input checked="" type="checkbox"/>				

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 20, 2023


Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2022-364

Title: A RESOLUTION AMENDING MANAGER MICHAEL LAFFEY'S AGREEMENT WITH THE TOWNSHIP OF LOWER

WHEREAS, pursuant to Resolution #2020-304, in accordance with N.J.S.A. 40:69-81 et seq., the Township Council of the Township of Lower appointed Michael Laffey as Manager of the Township of Lower and authorized the execution of an Agreement between the Township of Lower and Manager Laffey; and

WHEREAS, in 2021, pursuant to Resolution #2021-342, the Agreement was amended to increase the number of vacation days available to Manager Laffey from 20 days to 30 days; and

WHEREAS, pursuant to the Agreement, Manager Laffey's compensation was set for calendar years 2020 and 2021 at \$125,000.00, and the Agreement anticipated an annual review of Manager Laffey's salary beginning in calendar 2022 and each subsequent year thereafter; and

WHEREAS, Manager Laffey's compensation remained \$125,000.00 in calendar year 2022; and

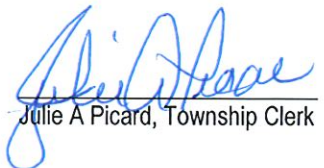
WHEREAS, in advance of the 2023 calendar year, Mayor and Council have reviewed the Manager's Performance and find that an increase in the annual compensation is appropriate based upon the Manager's performance.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Agreement be amended as follows:

The Manager shall be paid in accordance with the salary provisions of the Agreement. He shall be paid a salary of \$128,125.00 in 2023. For every year thereafter that Mr. Laffey remains the Manager, the salary compensation for Mr. Laffey shall be determined after a review of his performance prior to the expiration of the previous year. All remaining provisions of the original Laffey's Agreement, shall remain as stated unless herein modified.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY		X	X				
PERRY			X				
SIPPEL			X				

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 21, 2022


Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2021-342

Title: A RESOLUTION AMENDING MANAGER MICHAEL LAFFEY'S AGREEMENT WITH THE TOWNSHIP OF LOWER

WHEREAS, Resolution #2020-304 appointed Michael Laffey as Manager of the Township of Lower and accepted the Agreement between the Township of Lower and Manager Laffey; and

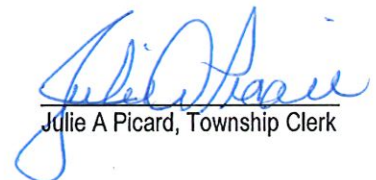
WHEREAS, it is Lower Township Council's intent to amend the Agreement effective November 16, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Agreement be amended as follows:

Vacation: 30 days per year

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS		X	X				
ROY			X				
PERRY			X				
SIPPEL			X				

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 15, 2021


Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2020-304

Title: A RESOLUTION AUTHORIZING THE APPOINTMENT OF MICHAEL LAFFEY TO THE POSITION OF TOWNSHIP MANAGER AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH RESPECT TO THE SAME

WHEREAS, The Township of Lower ("Township") is a New Jersey municipal corporation operating under an optional municipal charter council-manager form of government pursuant to N.J.S.A. 40:69A-81, et seq. (the "Faulkner Act") which requires a municipal manager to manage the day-to-day affairs of the Township; and

WHEREAS, pursuant to N.J.S.A. 40:69A-93, the Township Manager (the, "Manager") shall hold office for an indefinite term subject to the provisions of the Faulkner Act and removal by a majority vote of the Township Council; and

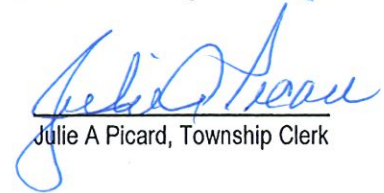
WHEREAS, the Township has a vacancy at the position of Township Manager and wish to appoint Michael Laffey to said position and enter into an agreement that sets forth the terms and conditions of the position.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, and State of New Jersey as follows:

1. Mr. Laffey's appointment to the position of Township Manager shall be governed by the provisions of the Faulkner Act and following terms and conditions as well as those set forth in the attached Agreement entered into by the Township and Mr. Laffey;
 - a. The Manager shall be paid in accordance with the salary provisions of the Agreement. He shall be paid a salary of \$125,000.00 in 2020 (prorated for the remainder of the year) and \$125,000.00 in 2021. For every year thereafter that Mr. Laffey remains the Manager, the salary compensation for Mr. Laffey shall be determined after a review of his performance prior to the expiration of the previous year;
 - b. The Manager is not a PERS position and thus the Township will not make any pension or other retirement contributions or payment to or for the benefit of Mr. Laffey. Likewise, Mr. Laffey has declined the Medical and Rx Health Benefits otherwise accorded to employees who qualify for the Township's Health Benefits Plan. The Manager shall be reimbursed in the amount of five thousand dollars (\$5,000.00) per year to cover the cost of Health Insurance. Said payment will be paid at a rate of four hundred sixteen dollars and 16/100 (\$416.66) per month. Should the Manager opt into the Township health insurance plan, said payments shall cease immediately.
 - c. The Manager shall have twenty (20) days of paid vacation, fifteen (15) days of sick leave, and four (4) personal days to be used in accordance with and subject to the Township's Personnel Policy Manual as may be amended from time to time (the "Policy Manual"). Mr. Laffey shall not be entitled to any other paid leave. Upon separation from employment, the Manager shall be entitled to sick leave buyback for any unused and accrued sick and vacation time remaining at the date of separation to be paid at the rate of 50% of the cash value of such time to a maximum of \$15,000.00 Said vacation time will be prorated on a yearly basis based upon date of separation.
 - d. Mr. Laffey shall be subjected to all of the terms and conditions of the Policy Manual unless otherwise specifically addressed in this Resolution and the Agreement in which case the terms of the Resolution and the Agreement shall control. In the event any terms of this Resolution conflict with the terms set forth in the Agreement, this Resolution shall control.
 - e. Consistent with the provisions of the Faulkner Act and the Agreement, the Manager shall serve at the will of the Township Council and may be removed, with or without cause. In such case, the Faulkner Act shall govern as to procedure and the consequences of removal in terms of salary and benefits, and neither this Resolution nor the Agreement shall create any contractual rights beyond the provisions of the Faulkner Act.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD			X				
COOMBS			X				
ROY			X				
PERRY	X		X				
SIPPEL		X	X				

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 16, 2020.


Julie A Picard, Township Clerk

AGREEMENT BETWEEN MICHAEL LAFFEY AND TOWNSHIP OF LOWER

TERM: Indefinite per the Faulkner Act, N.J.S.A. 40:69-81, et seq.

VACATION, PERSONAL, SICK & FUNERAL LEAVE:

Vacation: 20 days

Sick: 15 days

Personal: 4 days

Upon separation from employment, the Manager shall be entitled to vacation leave and sick leave buyback for any unused and accrued time remaining at the date of separation to be paid at the rate of 50% the cash value of such time up to a maximum of \$15,000.00. Said leave time will be available for use as of January 1 of each year in anticipation of continued appointment but will be pro-rated on a yearly basis based upon the date of separation.

VEHICLE USE, TELEPHONE & TABLET

The Township agrees to supply the Manager with a vehicle to be used on Township business and when necessary during the course of employment duties for limited personal use. The Township also agrees to supply the Manager with a smart phone & tablet for Township and such purposes.

COMPENSATION

2020 Annual Salary: \$125,000.00 (prorated for the remainder of the year)

2021 Annual Salary: \$125,000.00

2022 and beyond: Salary compensation shall be determined by the Township after a review of Manager's performance on an annual basis. Said review shall take place prior to the expiration of the calendar year of the year prior.

The Township Manager is not a PERS position and thus the Township will not make any pension or other retirement contributions or payments to or for the benefit of the Manager. Likewise, the Manager has declined the Medical and Rx Health Benefits otherwise accorded to employees who qualify for the Township's Health Benefits Plan. The Manager shall be reimbursed in the amount of five thousand dollars (\$5,000.00) per year to cover the cost of Health Insurance. Said payment will be paid at a rate of four hundred sixteen dollars and 16/100 (\$416.16) per month. Should the Manager opt into the Township health insurance plan, said payments shall cease immediately.

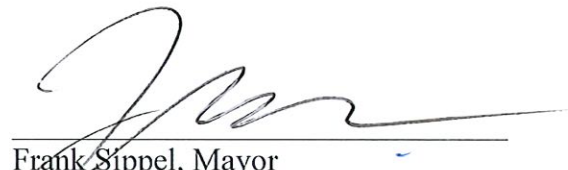
WORKWEEK:

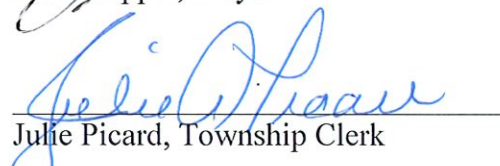
It is understood that the Manager will dedicate himself to performing his duties as in N.J.S.A. 40:69A-95, however, the Manager shall work an average of forty (40) hours per week with sufficient time devoted for optimal job performance but varying based on specific assignments, emergencies, seasonal demands, and other expected factors. All parties endorse a policy of flexibility which will allow the Manager to adjust normal working hours as conditions require for the duty of his office and to perform duties, attend meetings, and work hours as may be required to properly represent the Township. All other terms and conditions not specifically outlined above are governed by the Supervisor's Union Contract and the Lower Township Personnel Manual.

Under the Faulkner Act and the Township Code, the Manager serves at the will of the Township Council and may be removed with or without cause pursuant to statutory law. In such case, the Faulkner Act shall govern as to the consequences of removal in terms of the Faulkner Act.

It is contemplated that the provisions of this Agreement shall be incorporated into a resolution appointing Mr. Laffey to the position of Township Manager and authorizing the Township Council to enter this Agreement with the Manager. To the extent that the terms of the Resolution conflict with any of the terms of the Agreement, the terms set forth in the Resolution shall be controlling.


Michael Laffey, Township Manager


Frank Sippel, Mayor


Julie Picard, Township Clerk