

CITY OF SEA ISLE CITY
NEW JERSEY
RESOLUTION NO. 118 (2023)

**CONFIRMING MAYOR DESIDERIO'S APPOINTMENT OF CORNELIUS BYRNE AS
DIRECTOR OF COMMUNITY DEVELOPMENT**

WHEREAS, the City of Sea Isle City has a need to appoint a Director of Community Development; and

WHEREAS, Mayor Leonard C. Desiderio intends to appoint Cornelius Byrne to the position of Director of Community Development, effective immediately, with the consent of City Council; and

WHEREAS, Cornelius Byrne meets the statutory qualifications to hold the position of Director of Community Development; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sea Isle City, in the County of Cape May and State of New Jersey, that the appointment of Cornelius Byrne as Director of Community Development of the City is confirmed; and

BE IT FURTHER RESOLVED that the Mayor is authorized to execute a contract of employment with Cornelius Byrne consistent with the terms and conditions of City department heads and with the City's salary ordinance.


Mary L. Tighe, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Feeley	✓					
Edwardi	✓				✓	
Kehner	✓					✓
Tighe	✓					
Gibson	✓					

I, HEREBY, CERTIFY THAT the foregoing resolution was duly adopted by the Council of the City of Sea Isle City, New Jersey at the regular meeting of said Council held on June 27, 2023.


Shannon D. Romano, Municipal Clerk

TERMS AND CONDITIONS OF EMPLOYMENT DIRECTOR OF COMMUNITY DEVELOPMENT

This Agreement made this ____ day of August, 2023, is entered into by and between Cornelius R. Byrne, hereinafter referred to as "Byrne" and the City of Sea Isle City, hereinafter referred to as "City". Byrne and City do hereby acknowledge and agree, for the mutual considerations noted herein, as follows:

1. Commencement of Employment

Byrne's employment by the City in the capacity of Director of Community Development is effective May 8, 2023.

2. Employment Compensation

Byrne's annual salary effective May 8, 2023, is \$150,000.00. Byrne's salary shall be increased effective January 1 of each subsequent year of employment, in the amount at least equal to the annual increase agreed to by of City Middle Managers (hereafter "SICMM/PA").

3. Severance Compensation

In the event of Byrne's separation from employment for any reason, the City shall forthwith cause to be paid to Byrne compensation for all unused vacation days, along with all accrued personal leave and sick leave, plus severance pay equal to six (6) months' salary. All payments will be based upon the rate of pay in effect at the time of separation from employment. If Byrne is removed as Director of Community Development, he shall automatically revert to his role/title as the NJ UCC Construction Official/Zoning Official at the annual salary and with all benefits and compensation afforded by this Agreement along with all accrued statutory rights under the NJ UCC.

4. Vacation Leave/Personal Leave

Byrne shall be entitled to paid yearly vacation, with full salary, equal to 25 working days annually. Byrne shall schedule his vacation time in conference with, and with prior notice to the Business Administrator. All unused vacation time shall be carried over only into the next two calendar years. Byrne shall have the option of cashing in up to five (5) days of vacation in lieu of carrying over said vacation into the following year, in which case said payment shall be made within thirty (30) days at his then-current daily rate of pay. All vacation time accrued at termination of employment shall be paid at the then-current daily rate of pay.

Byrne shall be entitled to paid personal days each year in the amount equal to that established in the then-current SICMM/PA contract.

All annual vacation days and personal days shall be deemed earned in advance as of January 1 of each year.

5. Holidays

Byrne is entitled to paid holidays in accordance with the same schedule established for City employees.

6. Sick Leave

Byrne is entitled to paid sick leave in accordance with the laws of the State of New Jersey for local government employees, but not less than fifteen (15) working days for every calendar year, which shall accumulate without limit. All annual sick days shall be deemed earned in advance as of January 1 of each year. Upon retirement, Byrne shall receive compensation for unused sick leave in an amount equal to 50% of such leave calculated at his final regular rate of pay, but not to exceed the sum of \$15,000.

7. Serious Illness Leave/Injury Leave

Upon using at least 50% of his then-available sick leave, Byrne shall be entitled to Serious Illness Leave in the event he becomes incapacitated and unable to perform his duties as Director of Community Development for any reason. Serious Illness Leave shall be granted for a maximum of 180 working days, less the total of sick days used as a result of the incapacitation. The need for such leave shall be certified by a medical practitioner of Byrne's choice, satisfactory to the City. Serious Illness Leave days shall be compensated at Byrne's then-regular rate of pay, less any disability pay received by Byrne.

Injury leave shall be granted with full pay to Byrne should he be temporarily disabled through injury or illness as a result of, or arising from, his employment. Any amount of salary or wages paid or payable to Byrne because of injury leave shall be reduced by the amount of workmen's compensation actually awarded under the appropriate statutes made for disability because of the same injury or illness requiring such leave.

8. Funeral Leave

Leave of absence with pay, up to a maximum of 5 working days, shall be granted to Byrne in the event of death within his immediate family. Immediate family shall include father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, spouse, children, grandchildren, nieces and nephews and relatives residing in Byrne's household. Leave of absence with pay for a maximum of one working day shall be granted to Byrne in the event of death of friends or non-immediate family members.

9. Health Insurance

Byrne shall be provided with health insurance benefits from the City equal to the plan in effect for City employees. Upon retirement from the City, or any other entity created thereof, at any time after completing twenty (20) years of service in the New Jersey Public Employees Retirement System (NJPERs), the City shall provide, at the City's expense, the health, hospitalization, optical, dental, and prescription plan coverage Byrne enjoyed at the time of retirement. If, at retirement, Byrne is eligible for health benefits provided by another entity,

Byrne may elect to have the City provide only that portion of health insurance payments which would cover the difference between the benefits provided by the other entity and the coverage Byrne enjoyed at the time of his retirement. If Byrne retires from the City after completing twenty (20) years of service in NJPERS, the City shall also reimburse Byrne for the costs of Medicare part B.

It is understood that Byrne will contribute to the cost of health insurance in accordance with State law and consistent with the SICMM/PA agreement. If Byrne retires from the City after completing twenty (20) years of service in NJPERS and receives City health benefits, and City employees' healthcare coverage plans are reduced with a corresponding added adjustment to salary or reimbursement mechanism, the same added adjustment in compensation or reimbursement mechanism will be provided to Byrne. If, at any time subsequent to Byrne's retirement and prior to completion of 20 years of service in NJPERS, health insurance is no longer provided for City employees, Byrne will receive health insurance coverage nevertheless consistent with the last plan in place for City employees including any corresponding adjustment or reimbursement mechanism.

10. Pension and Life Insurance

Byrne shall be enrolled in the New Jersey Public Employees Retirement System and shall derive his pension and life insurance benefits there from.

11. Meetings, Conferences, Classes, Dues, Subscriptions

During his employment, Byrne shall be permitted, encouraged, and expected to attend meetings, conferences, seminars, and continuing education classes within or outside the borders of the State of New Jersey, which are reasonably intended to enhance his knowledge in his employment position within the City, and which are approved by the Mayor and/or the City Business Administrator. Expenses for such attendance, including tuition, travel expenses, accommodations, food and reasonable personal expenses shall be reimbursed or paid in advance by the City. All such expenses shall be documented in detail by Byrne and approved by the Governing Body prior to payment. In addition, the City shall pay or reimburse Byrne the expense of subscriptions, periodicals and professional dues for organizational memberships which are related to his employment with the City.

12. General Expenses

The City and Byrne recognize that certain non-personal, community, or employment related expenses may be incurred by Byrne, and the City hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense or petty cash vouchers, with the appropriate receipts, statements, or personal affidavits attached.

13. Indemnification

The City shall defend, save harmless and indemnify Byrne against any claim of tort liability, professional liability, administrative action, or other demand or legal action, groundless or otherwise, arising out of any alleged act or omission by Byrne in the scope and performance of his duties with the City. In connection therewith, the City promises to litigate or settle any such claim

or suit, and pay all costs and expenses incurred in connection with any settlement or judgment arising therefrom. The City shall provide and pay for legal representation for Byrne, which shall be suitable to him. Byrne agrees to cooperate in the defense of any claims herein asserted.

14. Use of Vehicle

Byrne shall be provided with the exclusive and unrestricted use at all times of an automobile or other mutually agreeable City vehicle. Byrne agrees to use said vehicle with discretion, and with consent of the Business Administrator for trips outside the State of New Jersey or adjoining states. The City shall be responsible for paying the liability, property damage, and comprehensive insurance, and for all associated expenses including purchase, operation, maintenance, repair, regular replacement, and business-related road tolls and parking fees associated with said vehicle. Byrne may allow other City employees the use of this vehicle for the performance of their City-related duties as necessary. Use by anyone else other than a City employee shall be considered a violation hereof, and the City shall not be required to pay for expenses or incur liability for or arising out of such use.

15. No Reduction of Benefits

The City shall not, during the term of Byrne's employment with the City pursuant to this Agreement, reduce the salary or other compensation and benefits referred to herein, unless and to the extent of such a reduction across the board of all employees of the City

16. Not a Benchmark

This contract shall not be interpreted or used as a guide or benchmark for any other employment contract or terms and conditions of any other employee including Collective Bargaining Agreements and shall not be deemed an increase in salary given to all other municipal Officers and employees.

17. Successors

This agreement, including all compensation provisions, shall be binding upon, and shall inure to the benefit of the City and Byrne, and their heirs, legal representatives, executors, successors, and permitted assigns.

18. Amendment

This Agreement constitutes the entire agreement between the parties, and may not be amended, except by an instrument in writing, duly adopted and executed by the City and Byrne.

19. Governing Law

This agreement shall be construed and interpreted according to the laws of the State of New Jersey. Any action necessary to enforce, construe, or interpret provisions of this Agreement shall be maintained in Cape May County, New Jersey, with the prevailing party therein specifically being entitled to

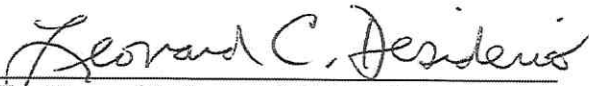
recover its reasonable costs and expenses, including attorney and expert witness fees.

20. Severability

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed on its behalf by the Mayor, duly attested to by the City Clerk, and further in witness whereof, Byrne has signed and executed this agreement as his act and deed this ____ day of August, 2023. All annual vacation days and personal days shall be deemed earned in advance as of January 1 of each year. The effective date of this contract is May 8, 2023, and shall continue from year to year, until agreement on a successor contract.

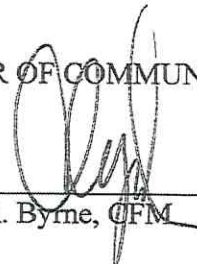
MAYOR OF THE CITY OF SEA ISLE CITY


The Honorable Leonard C. Desiderio

MUNICIPAL CLERK OF THE CITY OF SEA ISLE CITY


Shannon D. Romano

DIRECTOR OF COMMUNITY DEVELOPMENT


Cornelius R. Byrne, CFM

