

AGREEMENT

THIS AGREEMENT is made this 13th day of September, 2017, by and between the **TOWNSHIP OF ROCHELLE PARK**, a municipal corporation having offices at 151 West Passaic Street, Rochelle Park, New Jersey, (hereinafter "Township") and **ROBERT H. DAVIDSON**., residing at 86 Lexington Avenue, Rochelle Park, New Jersey, (hereinafter "Administrator").

WITNESSETH:

WHEREAS, the position of Municipal Administrator has been created in the Township; and

WHEREAS, the Administrator will serve as Municipal Administrator pursuant to N.J.S.A. 40A:9-136 as well as Chapter 4 of the Code of the Township of Rochelle Park by virtue of appointment by the Mayor and Township Committee to such position; and

WHEREAS, the parties desire to memorialize the terms and conditions relating to the Administrator's appointment with the Township.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. **Term.** The Township and the Administrator agree that the term of this Agreement shall be for three (3) years, commencing on January 1, 2018 and ending on December 31, 2020.

2. **Salary.** The Administrator shall be paid an annual salary as follows:

January 1, 2018 through December 31, 2018	\$90,895.83
January 1, 2019 through December 31, 2019	\$93,713.74
January 1, 2020 through December 31, 2020	\$95,588.01

In addition to the above, **ROBERT H. DAVIDSON** is also appointed to the position of Community Development Representative and Grants Coordinator for the Township of Rochelle Park for which he shall receive a stipend of \$3,000.00 per year over and above the salary described above.

3. **Duties and Obligations.** The duties and obligations of the appointment

described herein shall be as specifically outlined in N.J.S.A. 40A:9-136, et seq as well as Chapter 4 of the Code of the Township of Rochelle Park and, in addition thereto, the following shall apply:

A. The Township Administrator shall work at least 30 hours per week and shall be present at the municipal building at least five (5) days per week during regular business hours.

B. The Administrator shall not be entitled to overtime or compensatory time but shall perform all of the duties and obligations of this position for the salary described herein.

C. In addition to the minimum hours described above, the Administrator shall attend all regular, special and budget meetings of the Township Committee and shall be reasonably available by telephone for contact by members of the Township Committee or other members of the administrative staff.

4. **Vacation Days, Personal Days and Longevity Benefits.** There shall be no longevity benefits earned or paid in connection with this employment. The Administrator shall be entitled to twenty five (25) vacation days per calendar year, starting January 1, 2018. Unused vacation days may not be carried over to subsequent years. Holidays and personal days shall be in accordance with the personnel policy of the Township of Rochelle Park.

5. **Sick Days.** The Administrator shall be entitled to sick days in accordance with the personnel policies and procedures of the Township as set forth in Chapter 27 of the Code of the Township of Rochelle Park.

6. **Restriction on Outside Employment.** The outside employment activities of the Administrator shall be governed by Section 4-23 of the Code of the Township of Rochelle Park which prohibits the same unless specifically approved by the Township Committee. If such approval is

granted, however, all outside activity shall be performed outside the normal working hours and shall not interfere with the Administrator's obligation to the Township.

7. **Conferences/Seminars/Attendance.** The Township Committee acknowledges the importance of continuing education, seminars and conferences. Attendance at these seminars and conferences provides a benefit to both the employee and the municipality. Nevertheless, the Administrator shall obtain the consent and approval of the Township Committee prior to attendance at any seminars or conferences. In addition, the Administrator shall provide the Township Committee with a brief summary of the content and benefits of such seminars or conferences after the completion of the same.

8. **Removal/Resignation.** In the event that the Administrator seeks to terminate the within Contract prior to its expiration, he shall provide the Township at least four (4) weeks prior written notice of the same. The removal of the Administrator and the procedure for the same shall be in accordance with the provisions of Section 4-3 of the Code of the Township of Rochelle Park and the provisions of N.J.S.A. 40A:9-138

9. **Medical/Dental Benefits.** The Administrator shall not be entitled to receive medical or prescription benefits in connection with the employment described herein. The Administrator shall, however, be entitled to dental insurance coverage with any dental insurance coverage which is provided to other management and non-union employees within the Municipality.

10. **Effective Date.** This Agreement shall be effective upon the commencement date described herein i.e. January 1, 2018 and shall remain in full force and effect until such time as a successor agreement is entered into between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their corporate seal the day and year first above written.

ATTEST:

Elizabeth Kroll

ELIZABETH KROLL,
Township Clerk

TOWNSHIP OF ROCHELLE PARK

By: _____

William J. Hauser

~~FRANK VALENZUELA~~, Mayor

William J. Hauser

WITNESS:

Elizabeth Kroll

ELIZABETH A. KROLL

Robert H. Davidson

ROBERT H. DAVIDSON