

**EMPLOYMENT AGREEMENT BETWEEN
THE TOWNSHIP OF ROCHELLE PARK AND
TOWNSHIP ADMINISTRATOR DEAN M. PINTO, Esq.**

THIS AGREEMENT made as of the _____ day of _____ in the year 2023 by and between:

**THE TOWNSHIP OF ROCHELLE PARK, BERGEN COUNTY, NEW JERSEY
151 WEST PASSAIC STREET
ROCHELLE PARK, NEW JERSEY 07662
(Hereinafter called Township)**

AND

**DEAN M. PINTO, ESQ., TOWNSHIP BUSINESS ADMINISTRATOR
151 WEST PASSAIC STREET
ROCHELLE PARK, New Jersey 07662
(Hereinafter called Employee)**

Introduction

This Agreement made and entered into this 2nd day of January 2023, by and between the TOWNSHIP OF ROCHELLE PARK, Bergen County, State of New Jersey, a municipal corporation (hereinafter called "Employer"), and DEAN M. PINTO, Esq. (hereinafter called "Employee"), an individual who has been fulfilling the role on an interim basis and is the present Township Administrator who possesses the education, training and experience in local government management to continue to perform the duties required hereby and who is hereby subject to the Code of Ethics, both of whom agree as follows. The Agreement amends and, with respect to all future performance of the terms thereof, replaces in its entirety certain TOWNSHIP ADMINISTRATOR Employment Agreements by and between the parties hereto, that may exist as of the date of this agreement.

WITNESSETH THAT the Township and Employee in consideration of the mutual covenants agree as follows:

1. Duties and Authority:

The Employer agrees to continue to employ Employee as Administrator to perform the functions and duties specified in Township of Rochelle Park Code Chapter (4) Sections 4.1 – 4-23 and to perform other legally permissible and proper duties and functions as directed by official acts of the Township Committee. The Employee shall be hired and retained to perform all work as specified or indicated in the Township Code for the appointed position of Administrator.

2. Term of Employment:

It is agreed between the parties that the term of employment shall begin on January 1, 2023 and shall continue for a period of one (1) year ending on December 31, 2023 or until such time as it is terminated in accordance with section 4 and 5 of this agreement.

3. Compensation:

A. Base Salary. Employer agrees to pay Employee an annual base salary of \$ 60,000.00 (Sixty Thousand Dollars) payable in biweekly installments (every 2 weeks being a "pay period").

B. Salary Increase. Upon execution this agreement the base salary shall be increased by a minimum of \$2,100.00 (Two Thousand One Hundred Dollars) or such percentage amount granted to other Township Employees and Department Heads, whichever is greater. It may also be increased as Employer deems appropriate. The decision to increase the compensation of Employee, over and above the minimum referred to above, is solely within the discretion of Employer. Increased compensation can be in the form of a salary increase, bonus, or both. *Also, the employee shall be entitled to any other benefit or perquisite of employment and pension and health benefits granted by the Township to other Department Heads, whether by way of the salary ordinance or by way of Township Policy and or Procedures Manual, and not covered by this agreement or covered by his position as Police Chief and contract, which the employee shall continue to hold.*

4. Termination:

For the purpose of this Agreement, termination shall occur when:

A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.

B. If after the execution of this agreement the Employer, citizens, or legislature acts to amend, alter or add any provisions of the Township Code Chapter (4) Sections 4-1 through 4-23 pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

C. If the Employer reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

D. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

E. If the Mayor or a Committee Member breaches the Code of Conduct of Ethics, and the breach is not remedied by the Township Committee to the satisfaction of the Township Attorney within 60 days of notice of the breach by the Township Administrator writing, such action or inaction shall constitute a breach of this Agreement and will be regarded as a termination.

F. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of section 6 of this agreement.

G. The Employer shall have the option to terminate the Employee if the Employee is (1) convicted of a felony or (2) the Employee breaches the Code of Ethics, and the breach is not remedied by the Employee to the satisfaction of the Township Attorney within 60 days of notice of the breach by the Township Committee in writing.

WITNESS WHEREOF, Township and Employee have signed this agreement in triplicate. One counterpart each has been delivered to Township and Employee. All portions of the contract documents have been signed or identified by Township and Employee on their behalf. The agreement will be effective immediately upon execution.

TOWNSHIP OF ROCHELLE PARK

EMPLOYEE TOWNSHIP BUSINESS ADMINISTRATOR

BY: _____
Perrin Mosca, Mayor

Dean M. Pinto, Esq., Employee
Township Administrator

ATTEST:

Annemarie Wells, Township Clerk

5. Resignation:

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days' notice unless the parties agree otherwise. It is a breach of this Agreement if Employee voluntarily resigns effective prior to February 28th, 2023.

6. Notices:

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: Township of Rochelle Park
151 West Passaic Street
Rochelle Park, N.J. 07662

Employee: Dean M. Pinto, Esq.
151 West Passaic Street
Rochelle Park, N.J. 07662

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal service.

7. General Provisions:

A. integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.