

Cindy Oravits

From: Cindy Oravits
Sent: Wednesday, October 19, 2022 9:40 AM
To: Neil Henry
Subject: FW: OPRA request - Employment Agreement and/or Employment Contracts for Town Administrator Neil Henry covering 2017 to present date

Please forward a copy of your employment agreement from 2020 through 2023 to me. Deadline to comply is 10/27/2022. Thank you.

-----Original Message-----

From: Stephen Jones <opra+request-36098-813578aa@requests.opramachine.com>
Sent: Tuesday, October 18, 2022 1:19 PM
To: Town Clerk <townclerk@boonton.org>
Subject: OPRA request - Employment Agreement and/or Employment Contracts for Town Administrator Neil Henry covering 2017 to present date

Dear Town of Boonton,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

Employment Agreement and/or Employment Contracts for Town Administrator Neil Henry covering 2017 to present date

Yours faithfully,

Stephen Jones

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-36098-813578aa@requests.opramachine.com

Is townclerk@boonton.org the wrong address for OPRA requests to Town of Boonton? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=town_of_boonton

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View this OPRA request & responses online:

https://opramachine.com/request/employment_agreement_andor_emplo

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T: 973-402-9410
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www.boonton.org

100 Washington Street
Boonton, NJ 07005

RESOLUTION 20-146

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF BOONTON, COUNTY OF MORRIS AND STATE OF NEW JERSEY, AUTHORIZING THE APPOINTMENT OF AN ADMINISTRATOR

WHEREAS, pursuant to N.J.S.A. 40A:9-137 a mayor may appoint, with the advice and consent of the governing body, an administrator whose term of office shall be at the pleasure of the governing body; and

WHEREAS, Neil J. Henry has agreed to continue in his appointment as Administrator for the Town of Boonton, effective May 8, 2020; and

WHEREAS, Neil J. Henry is appointed herein in accordance with the terms of an Agreement which is on file with the Clerk's Office through December 31, 2023.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Boonton, County of Morris and State of New Jersey, that the appointment of Neil J. Henry as Administrator for the Town of Boonton, as described above, is hereby authorized.

BE IT FURTHER REVOLVED that the Mayor and Town Clerk are hereby authorized to take all such actions necessary to finalize said appointment.

I, Cynthia A. Oravits, Clerk of the Town of Boonton, County of Morris, and State of New Jersey, hereby certifies this to be a true copy of a resolution adopted by the Mayor and Board of Aldermen of the Town of Boonton on June 1, 2020.

A handwritten signature in blue ink, appearing to read "Cynthia A. Oravits", written over a horizontal line.

Cynthia A. Oravits, RMC
Town Clerk

NEIL J. HENRY

EMPLOYMENT AGREEMENT

This agreement (hereinafter, "Agreement") is made and entered into this 2nd day of June, 2020, by and between the **Town of Boonton**, County of Morris and State of New Jersey, a Municipal Corporation (hereinafter "Employer" or "Town of Boonton") and **Neil J. Henry** (hereinafter "Employee").

WHEREAS, the Employer desires to employ the services of Employee as Administrator, as provided by the Code of the Town of Boonton; and

WHEREAS, it is the desire of the Mayor and Board of Aldermen to provide certain benefits and establish certain conditions of employment with said Employee;

WHEREAS, the Employee desires to accept employment as Administrator for the Town of Boonton.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Duties.

The Employer hereby agrees to employ the Employee as Administrator of the Town of Boonton. Employee hereby agrees to perform all the functions and duties specified in the Code of the Town of Boonton and any other duties that may be assigned to him by the Mayor and Board of Aldermen.

2. Term.

The term of this Agreement shall be from June 1, 2020 through May 31, 2024.

3. Salary.

The Employer agrees to pay the Employee for his services rendered pursuant to this Agreement in accordance with the following annual compensation schedule, payable in installments at the same time as other employees of the employer and subject to satisfactory evaluations as outlined in section 13 herein:

June 1, 2020 – May 31, 2021 ("Year 1") salary shall be \$160,000 per annum;
June 1, 2021 – May 31, 2022 ("Year 2") salary shall be \$163,000 per annum;
June 1, 2022 – May 31, 2023 ("Year 3") salary shall be \$167,000 per annum;
June 1, 2023 – May 31, 2024 ("Year 4") salary shall be \$170,000 per annum.

4. Municipal Vehicle.

The Employer shall provide the Employee with a dedicated municipal vehicle to commute to and from work and to drive to all work-related meetings, functions and activities. The Employer shall be responsible for the fuel, maintenance, insurance and registration of the municipal vehicle. .

5. Insurance Coverage.

The Employer shall provide the Employee with benefits in accordance with the Town's "Personnel Policy and Procedure Manual and Employee Handbook." Such benefits shall include, but not be limited to, hospitalization, major medical insurance, dental insurance, vision insurance, life insurance, accidental death insurance and workers' compensation insurance. The Employee is also entitled to pension coverage with the State plan for which he is qualified to participate in. Employee shall contribute to both insurance and the applicable State pension plan in accordance with the laws of the State of New Jersey.

6. Deferred Compensation Plan.

The Employee has the right to participate in the Deferred Compensation (Section 457 Plan) available to all employees. Participation is voluntary and the Employer shall not provide contributions to this plan.

7. Vacation, Sick and Other Leave.

For each year of this agreement (Year 1- Year 4), the Employee shall receive seventeen (17) vacation days.

~~The Employee shall accrue sick leave at a rate of one day per month during the first calendar year of service with Employer, pursuant to N.J.S.A. 11A:6-5.~~ In every calendar year thereafter, the Employee will accrue sick leave at a rate of fifteen (15) days per year. Sick time accrual will be unlimited. However, any payout for accrued sick days upon separation or retirement is subject to the limitations set forth in N.J.S.A. 11A:6-19.2.

The Employee shall receive other forms of leave, including but not limited to personal leave, professional days, bereavement leave, jury duty leave, and holiday leave, and flexible or compensatory time ("Flex/Comp Time") due to meeting professional obligations, to the extent applicable, and in accordance with the Town's personnel manual.

8. Disability.

If the Employee is permanently disabled or is otherwise unable to perform his duties because of certified sickness, accident, injury, mental incapacity or health issue, leave will be granted in accordance with Town Policy and all applicable State and Federal laws.

9. Professional Development.

The Employer shall provide the Employee with annual membership to the New Jersey Municipal Management Association (NJMMA) should the Employee elect to join. The Employer will also provide the cost of registration and lodging for the NJMMA annual conference and the annual New Jersey State League of Municipalities Conference. Attendance at additional conferences and meetings will be provided in a manner consistent with the adopted annual budget

10. Education and Training.

Through an appropriation in the current funded budget, the Town will provide funds for education and training.

11. Qualified Purchasing Agent.

The Employee shall be required to maintain his Qualified Purchasing Agent ("QPA") license. The Town shall pay any costs in maintaining such license.

12. Termination and Severance Pay.

The Employee has the right to resign at any time from the position of Administrator. If the Employee voluntarily resigns or retires as Administrator, he shall give the Town advance notice in writing of at least ninety (90) calendar days prior to the effective date of said resignation unless the parties agree otherwise. Should the Mayor and Board of Aldermen remove the Administrator from office, the Administrator shall be removed in a manner consistent with N.J.S.A. 40A:9-138.

In the event the Employee is terminated as a result of a conviction of any illegal act involving personal gain or moral turpitude, or is found to have violated any State or Local Code of Ethics, or a conviction for a criminal violation in any jurisdiction, the Town shall have no obligation to provide severance pay and benefits designated in this Section.

In the event the Employee is collecting severance pay from the Town or is separated without such benefit, he agrees to fully cooperate with the Town in order to allow for a smooth transition.

In addition to the severance pay specified above, the Employee shall be compensated for all life, health, dental and disability insurance and all the other Town-provided benefits shall continue in full force and coverage, in the same manner as all other Town employees, until the end of the severance period or until similar coverage is provided to the Employee by a subsequent Employer (and is in full force and effect) whichever comes first. Said continuation of health benefits shall not apply if employee voluntarily resigns from the municipality or separates from employment under circumstances that do not warrant severance compensation. Said continuation of group health insurance coverage shall be in addition to the protection afforded the Employee by the Consolidated Omnibus Budget Reconciliation Act of 1995 (hereinafter, "COBRA"). Coverage under COBRA shall be at

the Employee's expense and shall commence upon the expiration of all coverage provided under the severance provisions herein.

Contemporaneous with the Town's delivery of the severance pay and related benefits specified above, the Employee agrees to execute and deliver to the Town a release that completely releases the Town of all claims that the Employee may have against the Town.

13. Performance Evaluation.

The Mayor and Board of Aldermen shall review and evaluate the personal performance of the Employee at regular intervals as determined by the Governing Body. Said review and evaluation shall be in accordance with specific criteria developed by the Employer with the aid and assistance of the Employee. The eventual criteria to be used shall be in the exclusive and sole discretion of the Employer. Said criteria may be added or deleted as the Governing Body may from time to time determine, in consultation with the Employee. The Mayor shall provide the Employee with a summary of the written statement of findings of the Board and shall provide an adequate opportunity to the Employee to discuss the evaluations with the Governing Body

14. General Expenses.

The Employer recognizes that certain expenses of a non-personal and job affiliated nature are incurred by the Employee and hereby agrees to reimburse the Employee all reasonable expenses upon receipt of a duly executed expense or petty cash voucher, receipts, statements or personal affidavits.

15. Indemnification.

To the extent permitted by N.J.S.A. 59:1-1, et seq., the Employer shall defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand or other legal action out of an alleged act or omission occurring in the performance of the Employee's duties as Administrator, except when the Mayor and Board of Aldermen determine that the acts or omission was not within the scope of employment or the act or failure to act was because of fraud, willful misconduct or actual malice. The Employer will compromise and settle such claim or suit and pay the amount of any settlement or judgment rendered thereon.

16. Bonding.

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under ordinance or law.

17. Other Terms and Conditions of Employment.

The Mayor, in consultation with the Board of Aldermen, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the municipal charter or other law, or the International City/County Management Association ("ICMA") Code of Ethics.

Except as provided to the contrary herein, all provisions of the municipal charter and code and regulations and rules of the Employer relating to retirement and pension contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the Employee as they would to other employees of the Employer, in addition to said benefits enumerated specifically for the benefit of the Employee.

18. No Reduction of Benefits.

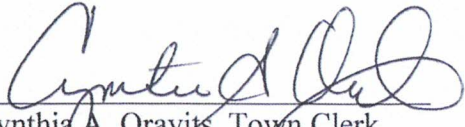
The Employer shall not at any time during the term of the agreement reduce the salary, compensation or other financial benefits of the Employee, except to the degree of such reduction across-the-board for all employees of the Employer.

19. General Provisions.

- A. The writing herein shall constitute the entire agreement between the parties.
- B. This Agreement shall become effective June 1, 2020.
- C. If any provision, or 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 effected, and shall remain in full force and effect against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Administrator, except when the Council determines that the act or omission was not within the scope of employment or the act or failure was because of fraud, willful misconduct or actual malice. The Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

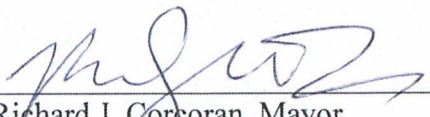
IN WITNESS WHEREOF, the Employer has caused the Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Municipal Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

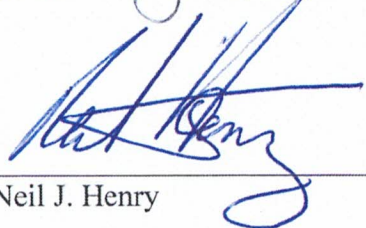
ATTEST:


Cynthia A. Oravits, Town Clerk

ATTEST:

TOWN OF BOONTON


Richard J. Corcoran, Mayor


Neil J. Henry

DUE 10/27/22

Cindy Oravits

From: Cindy Oravits
Sent: Tuesday, October 18, 2022 1:31 PM
To: Fred Semrau; 'rcorcoran (rcorcoran@boonton.org)'; Neil Henry
Subject: FW: OPRA request - Employment Agreement and/or Employment Contracts for Town Administrator Neil Henry covering 2017 to present date

Please see below - due date to comply is 10/27/2022.

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https://opramachine.com/change_request/new?body=town_of_boonton

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