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TOWN OF BOONTON
100 WASHINGTON STREET
BOONTON, NEW JERSEY · 07005

NEIL J. HENRY

EMPLOYMENT AGREEMENT

The agreement ("Agreement") made and entered into this 17th day of APRIL, 2017 by and between the **Town of Boonton**, County of Morris and State of New Jersey, a Municipal Corporation ("Employer" or "Town of Boonton") and **Neil J. Henry** ("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 for said Employee; and

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 May 8, 2017 through May 7, 2020.

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 15 herein:

May 8, 2017 – May 7, 2018 ("Year 1")	$150,000
May 8, 2018 – May 7, 2019 ("Year 2")	$153,000
May 8, 2019 – May 7, 2020 ("Year 3")	$156,000

4. Non-guaranteed Merit Increase.

Beginning in Year 2, the Employer shall allocate for each year an additional $4,000 (never to exceed $4,000 per year) as a possible merit increase for the Employee under the following terms:

A. The Employee shall earn and be paid the $4,000 allocation as a merit increase only if and when he achieves specified goals ("yearly goals") established by the Mayor with Board of Aldermen consent. If the Employee does not earn the merit increase in any given year, the Employer shall return the allocation to the General Fund at the end of that year.
B. The Employee's achievement of yearly goals must result in a quantifiable financial savings to the Employer.
C. The Employee's yearly goals and payout structure of the potential merit increase shall be set forth in a manner deemed most beneficial to the Employer and approved by the Mayor with Board of Aldermen consent.
D. Should the Employer and Employee by mutual consent enter in an employment contract beyond the three-year term of this Agreement, the terms of any non-guaranteed merit increase shall be reset to $0 and be renegotiated.

5. 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.

6. 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 within 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.

7. **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.

8. **Vacation, Sick, and Other Leave.**

For Year 1, the Employee shall receive fifteen (15) vacation days. For Year 2, the Employee shall receive sixteen (16) vacation days. For Year 3, 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. However, the Employer shall also provide an additional twelve (12) sick days upon appointment. Sick time accrual will be unlimited. However, any payout for accrued sick days upon separation or retirement is subject to 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, to the extent applicable, in accordance with the Town's personnel manual.

9. **Disability.**

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

10. **Professional Development.**

The Employer shall provide the Employee with annual membership dues 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. Additional conference and meetings will be provided in a manner consistent with the adopted annual budget.

11. Education and Training

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

12. QPA

The Administrator shall deliver a QPA solution within the first year of employment not to exceed $5,000 and that results in a permanent in-house solution where an existing employee (e.g. CFO or Administrator) gains QPA certification status within this three-year contract.

13. 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 at least thirty (30) 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 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 (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 absolutely releasing the Town of all claims that the Employee may have against the Town.

14. Mayoral Role.

Except for a beyond crisis situation, it shall be unacceptable for the Employee to conduct mayoral business while on duty as the Administrator. Should the Employee demonstrate, to the satisfaction of the Mayor with Board of Aldermen consent, his ability to serve as both Mayor of the Borough of Mendham and Administrator of the Town of Boonton by December 1, 2017, he shall be permitted to complete his present terms which will expire on December of 2018, after which he will not seek reelection. Should the Employee fail to demonstrate his ability to serve in both roles to the satisfaction of the Mayor with consent of the Board of Aldermen by December 31, 2017, the Employee will resign his role as Mayor by December 31, 2017.

15. 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 aide 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 to or deleted from as the Governing Body from time to time may determine in consultation with the Employee. The Mayor shall provide the Employee with a summary of the written statement of findings of the Council and shall provide an adequate opportunity to the Employee to discuss the evaluations with the Governing Body.

16. 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 duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

17. **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 act 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 any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

18. Bonding.

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

19. 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 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, also shall 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.

20. 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.

21. General Provisions.

A. The writing herein shall constitute the entire agreement between the parties.

B. This agreement shall become effective May 8, 2017.

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 affected 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 the 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 to act 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 THEREOF, the Employer has caused the agreement to be signed and executed in 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 the year first above written.

ATTEST:	TOWN OF BOONTON
Cynthia A. Oravits	M. DiLauri
Cynthia A. Oravits, Town Clerk	Matthew DiLauri, Mayor
ATTEST:	
	Neil J. Henry
	Neil J. Henry