

BOROUGH OF MENDHAM
MORRIS COUNTY, NEW JERSEY

RESOLUTION #147-2024

**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL OF THE BOROUGH OF MENDHAM,
COUNTY OF MORRIS AND STATE OF NEW JERSEY, AUTHORIZING THE APPOINTMENT OF
WILLAM F. CRAIG, JR. AS PUBLIC SAFETY DIRECTOR**

WHEREAS, the Borough of Mendham desires to employ the services of a Public Safety Director;
and

WHEREAS, the Borough of Mendham wishes to appoint William F. Craig, Jr. to the position of
Public Safety Director, effective November 1, 2024; and

WHEREAS, it is the desire of the Mayor and Borough Council to enumerate certain benefits and
establish certain conditions and terms of employment; and

WHEREAS, William F. Craig, Jr. desires to accept employment as the Public Safety Director for
the Borough of Mendham; and

WHEREAS, William F. Craig, Jr. shall hereby be appointed, in accordance with the terms of an
Agreement, attached herein as "Exhibit A" and which shall be placed on file within the
Municipal Clerk's Office.

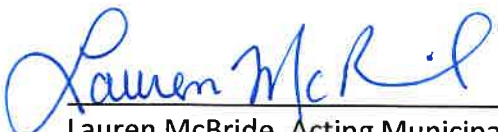
NOW THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of
Mendham, County of Morris and State of New Jersey, that the appointment of William F. Craig,
Jr. as the Public Safety Director for the Borough of Mendham as described above, is hereby
authorized; and

BE IT FURTHER REVOLVED that the Mayor and Borough Municipal Clerk are hereby authorized
to enter into such agreement, and take all such actions necessary to finalize said appointment.

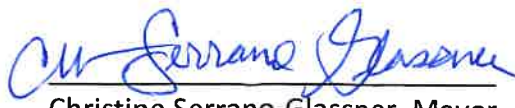
This resolution shall take effect immediately.

Dated: October 24, 2024

ATTEST:


Lauren McBride, Acting Municipal Clerk

BOROUGH OF MENDHAM


Christine Serrano-Glassner, Mayor

WILLIAM F. CRAIG JR.

EMPLOYMENT AGREEMENT

This agreement (hereinafter, "Agreement") is made and entered into this 24th day of October, 2024, by and between the **Borough of Mendham**, County of Morris and State of New Jersey, a Municipal Corporation (hereinafter also "Employer" or "the Borough") and **William F. Craig Jr.** (hereinafter "Employee").

WHEREAS, the Employer desires to employ the services of Employee as Public Safety Director, as provided by Ordinance of the Borough of Mendham; and

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

WHEREAS, the Employee desires to accept employment as Public Safety Director for the Borough of Mendham.

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 Public Safety Director of the Borough of Mendham this shall not include any oversight as to the Fire Department and First Aid Squad. Employee hereby agrees to perform all the functions and duties specified in the Code of the Borough of Mendham, and any other duties that may be assigned to him by the Administrator, the Mayor and/or the Borough Council of the Borough of Mendham.

2. Term.

The term of this Agreement shall be for one (1) year, from November 1, 2024 through October 31, 2025.

However, at the discretion of the Mayor and Borough Council of the Borough of Mendham, this agreement may be renewed for an additional and successive one (1) year, incorporating theses same terms, and extending such appointment until no later than October 31, 2026.

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 10 herein:

November 1, 2024 –October 31, 2025 ("Year 1") salary shall be \$130,000 per annum; November 1, 2025 –October 31, 2026 ("Year 2") salary shall be \$133,900 per annum, if renewed for this additional successive year.

The Employee shall work 40 hours per week. The Employee shall not receive payment for overtime.

4. Insurance Coverage.

The Employer understands and acknowledges that the Employee currently has Health Insurance provided by his retirement from a previous New Jersey public employer, and agrees to accomplish a Health Insurance Waiver with the Borough on an annual basis.

All other insurance benefits shall be in accordance with the Borough's "Personnel Policy and Procedure Manual." Such other benefits shall include, but not be limited to life insurance, accidental death insurance and workers' compensation insurance.

Dependent upon Employee's prior retirement, Employer advises that Employee may or may not be entitled to further pension coverage, or participation in various programs under available State plans. If Employee is required, or voluntarily chooses to participate in any such plan, Employee shall contribute to that applicable State plan as required, and in accordance with the laws of the State of New Jersey.

5. 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.

6. Vacation, Sick and Other Leave.

For each year of this agreement (Year 1 through Year 2, if applicable), the Employee shall receive twenty (20) days' vacation, but otherwise all other benefits pursuant to the Borough's Personnel Policy and Procedure Manual as a management level employee and not a member of any collective bargaining unit.

The Employee shall accrue sick leave on a pro-rated basis, again pursuant to the terms of the Borough's Personnel Policy and Procedure Manual and in accord with all NJ statutory requirements, including but not limited to N.J.S.A. 11A:6-5. In every calendar year thereafter, the Employee will accrue sick leave at a rate of twelve (12) days per year. As the Employee is presently retired from a State of New Jersey retirement system, and cannot retire from the Borough of Mendham, such awarded sick time shall be carried through the term of this agreement, and if renewed then year to year, and if not used during the term of this agreement, shall be forfeited at the end of this agreement. Employee agrees and understands that he is not eligible to be paid for accrued sick time under this agreement.

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 Borough's policies and the Borough's Personnel Policy and Procedure Manual.

7. 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 Borough Policy and all applicable State and Federal laws.

8. Professional Development.

There shall be no right to Borough funding for any training or conferences as to the position of Public Safety Director.

9. Termination and Severance Pay.

The Employee has the right to resign at any time from the position of Public Safety Director. If the Employee voluntarily resigns or retires as Public Safety Director, he shall give the Borough advance notice in writing of at least sixty (60) calendar days prior to the effective date of said resignation, unless the parties agree otherwise. Should the Mayor and Borough Council of the Borough of Mendham, or the Borough Business Administrator remove the Public Safety Director, so long as at least sixty (60) calendar days' notice is given to Employee, no severance pay shall issue to Employee. Upon less than sixty (60) calendar days' notice from the Borough, Employee shall be entitled to 30 days' worth of severance pay.

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 Borough 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 Borough, or is separated without such benefit, he agrees to fully cooperate with the Borough in order to allow for a smooth transition.

In the event of severance pay as specified above, the Employee shall be compensated for all other Borough-provided benefits in place at time of severance, and those benefits shall continue in full force and coverage, in the same manner as all other Borough 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. Employee acknowledges the Employer shall not offer Health Benefits, and acknowledges the obligation to accomplish a Health Insurance Waiver each year of this contract. Irrespective of health insurance coverage obtained from other sources, the Employee may be eligible for protection afforded by the Consolidated Omnibus Budget Reconciliation Act of 1995 (hereinafter, "COBRA"). Any coverage under COBRA shall be at the Employee's expense.

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

10. Performance Evaluation.

The Administrator, Mayor and/or the Borough Council, may review and evaluate the personal performance of the Employee at regular intervals as determined by the Mayor and Borough Council of the Borough of Mendham. 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 Mayor and Borough Council of the Borough of Mendham may from time to time determine, in consultation with the Administrator and the Employee. The Administrator shall provide the Employee with a summary of the written statement of findings of the Mayor and Borough Council of the Borough of Mendham, and shall provide an adequate opportunity to the Employee to discuss the evaluations with the Administrator.

11. 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 as per the Borough Personnel Policy and Procedure Manual.

12. Mileage Reimbursement.

Employee shall be entitled to mileage reimbursement for travel related to business (professional meetings, etc.), at the Standard Mileage Rate as set per the Internal Revenue Service and in accordance with the Borough Personnel Policy and Procedure Manual. Employee shall not be entitled to an issued Borough of Mendham vehicle pursuant to the position of Public Safety Director.

13. 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 Public Safety Director, except when the Administrator, Mayor and/or the Borough Council of the Borough of Mendham 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 may compromise and settle such claim or suit and pay the amount of any settlement or judgment rendered thereon.

14. Bonding.

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

15. Other Terms and Conditions of Employment.

The Mayor, in consultation with the Borough Council of the Borough of Mendham, 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.

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.

16. 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.

17. Work Hours

The Employee recognizes that duties of the Public Safety Director are not necessarily 8:30 a.m. to 4:30 p.m. each day. While the Employee will be expected to work and be available during regular Borough business hours, that being Monday through Friday, from 8:30 a.m. to 4:30 p.m., at the direction of the Administrator, the Employee may also be required to work alternate hours, to include nights and weekends, to ensure adequate oversight of Borough Departments subject to Public Safety Director supervision and which operate twenty-four hours per day, seven days per week.

18. General Provisions.

- A. The writing herein shall constitute the entire agreement between the parties.
- B. This Agreement shall become effective November 1, 2024.
- 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 Public Safety Director, except when the Mayor and Borough Council of the Borough of Mendham determine 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 may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

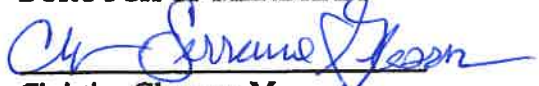
IN WITNESS WHEREOF, the Employer has caused the Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Municipal Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

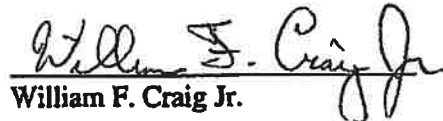
ATTEST:


Lauren McBride, Borough Clerk

ATTEST:

BOROUGH OF MENDHAM


Christine Glassner, Mayor


William F. Craig Jr.