



**Borough of Dunellen
355 North Avenue
Dunellen, NJ. 08812**

To: Chief Daniel Smith

From: Jason F. Cilento, Mayor, and Alex Miller, Borough Administrator

Re: Offer – Terms and Conditions of Employment as Dunellen Chief of Police

Date: March 16, 2026

The Borough of Dunellen is pleased to extend this offer to you to continue as the Dunellen Chief of Police. This offer is contingent on the approval of the Borough Council and shall replace your current Employment Agreement, which expires on December 31, 2026. Upon acceptance and approval of this offer by the Mayor and Council, the Employment Agreement shall be null and void.

The terms of your continued employment as Chief of Police are:

1. Salary – Effective on January 1, 2026, you will be paid an annual base salary of \$192,000, plus longevity of 8%, for a total pensionable salary in 2026 of \$207,360. Future increases in your annual base salary will be determined by the Mayor and Council. You will be eligible for a merit-based salary increase on January 1, 2027.
2. Holidays – You shall be entitled to holidays off for all declared borough holidays, unless the Borough advises the Chief that he is needed to work one or more of the holidays. With prior approval of the Business Administrator, you may work on a designated holiday in exchange for a different day off.
3. Vacation – You will be entitled to 30 days of vacation per year and permitted to carry over up to (5) days and used consistent with Borough policy. You can only cash out up to 30 days upon retirement.
4. Personal Leave – You will get 5 personal days per year, which may not be carried over or cashed out.
5. Sick Leave – You will have unlimited sick leave for up to one year. If used, you must return to work for at least 6 months for the one-year limit to reset. You are entitled to (40) hours of ESL per year to be used per department policy, which may not be carried over or cashed out.
6. Bereavement Leave – you will receive bereavement leave for the death in your family as follows, consistent with the collective negotiations agreement between the Borough and PBA Local 146.

7. Medical Insurance – If you elect to take health insurance through the Borough of Dunellen, you will receive Medical Insurance on the same terms and conditions as provided to other police officers as set forth in the collective negotiations agreement between the Borough and PBA Local 146. You will be required to contribute to your Borough-provided health insurance benefits consistent with the percentages set forth in Tier IV of Public Law 2011, Ch. 78.

8. Dental Insurance – The Borough will provide you and your eligible dependents a full family basis dental plan, subject to contributions as required by law. You may elect to purchase enhanced coverage at your own expense.

9. Hours of Work – You shall work a normal Monday through Friday work schedule unless the Borough requires you to work on a weekend day, which notice will be provided as far in advance as possible, and devote the amount of time and energy which is reasonably necessary for you to faithfully perform the duties of Chief under this Agreement, which hours shall be no less than 40 hours per week, but which can be adjusted in days or hours to fit the needs of the department. The Chief will be accessible to the Mayor and Administrator, when necessary, by phone or in-person, even if outside normal business. You will not be entitled to any overtime, compensatory time, and/or additional compensation regardless of the number of hours worked.

10. Chief's Responsibilities - Pursuant to State Law, the Ordinances of the Borough and the Rules, Regulations, and Policies established by the Borough for its Police Department, Chief Smith shall 1. Conduct and manage the day-to-day operations of the Police Department; 2. Administer and enforce rules, regulations, general orders, and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel; 3. Have, exercise, and discharge the functions, powers, and duties of the police force; 4. Delegate such authority as he may deem necessary for the efficient operation of the force to be exercised under direction and supervision; 5. Prescribe the duties and assignments of all subordinates and other personnel; 6. Report monthly to the appropriate authority on the operation of the police force and provide monthly reports on the operation of the police department; 7. Provide any additional reports as requested by the appropriate authority; and 8. Perform all other functions and duties not mentioned herein as directed by the appropriate authority that are set forth in N.J.S.A. 40A:14-118.

11. Use of Vehicle - The Borough will supply you with an unmarked automobile to be used for police work and for personal use. The make and model of the automobile shall be determined by the Borough. However, it shall be a full-sized, four-door car or sport utility vehicle and shall be equipped with such equipment as is needed for police work. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief. However, the vehicle may not be taken out of the State of New Jersey without the authorization of the Borough Administrator. The Borough will pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gasoline, oil changes, and any other necessary repairs, except when the vehicle is used for personal use, at which time you shall be responsible for the cost of gasoline. The vehicle shall not be used by anyone other than a sworn police officer.

12. Education and Training - Subject to the approval of Mayor and Council, you are permitted to attend any school, seminar, or retraining session conducted or sponsored by the International Association of Chiefs of Police, FBI National Academy Associates, New Jersey State Association of Chiefs

of Police, New Jersey State Police, FBI Law Enforcement Executive Development Association, or any other educational program of a management or supervisory nature. You will be reimbursed for all reasonable expenses upon presentation of documentation supporting such expenses. The Borough will pay your membership dues for the Middlesex County Association of Chiefs of Police, the New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police, and the FBI National Academy Associates. You will be granted time off with pay to attend any meeting of the above-named associations, as long as such meetings are held within the State of New Jersey. In the event any such meeting occurs outside of New Jersey, then you shall first obtain prior approval to attend such meeting from the appropriate authority.

13. Separation on Retirement – At retirement, you shall return all issued property, such as but not limited to vehicle, equipment, phone, keys, access buttons and identification cards to the Borough. You will receive a retirement identification badge identical to the standard issue. Subsequent to retirement, you will continue to have the same Professional Liability Insurance protection that existed during your active employment for defense and indemnification consistent with N.J.S.A. 40A:14-155 and N.J.S.A 59:1-1, et seq., in the event that a claim is made as to acts or omissions in his official position during active employment. You shall notify the Borough Administrator at least sixty (60) days prior to your intended retirement date. If you pass away prior to retirement, all accumulated time will be paid to your estate.

14. Retiree Health Benefits - Upon retirement from PFRS with at least 20 years of service with the Borough and 25 years in PFRS, you will be eligible for retiree health benefits from the Borough. The Borough shall provide you with retiree health benefits at no cost to you. Should you elect to cover your dependents with Borough-provided retiree health benefits, in that instance, you shall contribute a flat rate of \$5,500 annually toward the cost of the dependent health benefits provided. This shall be billed to you semi-annually and paid for the upcoming six-month period.

15. Medicare Reimbursement – You will be entitled to reimbursement of Medicare; the Borough will make up to two (2) reimbursement payments each year.

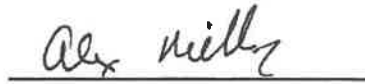
16. Terminal Leave – You will be entitled to two (2) months of terminal leave upon retirement.

All other terms of employment not mentioned herein shall be covered by the Borough Personnel Policies & Procedures Manual.

I hereby agree to and accept the terms of this offer. I understand that this offer is subject to formal acceptance by the Resolution of the Mayor and Council of the Borough of Dunellen.



Daniel Smith



Alex Miller

Dated: 3-23-26

Dated: 3-23-26



Borough of Dunellen

To: Lt. Christopher Beenders

From: Jason F. Cilento, Mayor and Alex Miller, Business Administrator

Re: Offer – Terms and Conditions of Employment as Dunellen Police Department Captain

Date: April 5, 2024

The Borough of Dunellen is pleased to offer you the position of full-time Dunellen Police Department Captain, reporting to the Dunellen Chief of Police effective September 1, 2024. This offer is contingent on the approval of the Borough Council. The terms of your employment are:

1. Salary – Effective on appointment, you will be paid an annual salary of \$ 155,000 plus 10% longevity, prorated. Future increases in your annual salary will be determined by the Mayor and Council. You will be eligible for an increase in salary based on merit on January 1, 2025.
2. Holidays – You shall be entitled to holidays off for all declared borough holidays.
3. Vacation – You will be entitled to 30 vacation days per year. You can only cash out up to 30 days upon retirement.
4. Personal Leave – You will get 5 personal days per year, which may not be carried over or cashed out.
5. Sick Leave – You will have unlimited sick leave for up to one year. If used, you must return to work for at least 6 months for the one-year limit to reset.
6. Bereavement Leave – you will receive bereavement leave for death in your family as follows consistent with the collective negotiations agreement between the Borough and PBA Local 146.

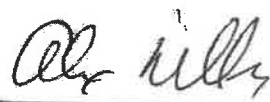
7. Medical Insurance - You will receive Medical Insurance on the same terms and conditions as provided to other police officers as set forth in the collective negotiations agreement between the Borough and PBA Local 146.
8. Hours of Work - You shall work, Monday through Friday, on a schedule determined by the Chief and no less than 40 hours per week. Additionally, you will be present at community events when determined by the Mayor and Council. You will not be entitled to any overtime, compensatory time and/or additional compensation regardless of the number of hours worked.
9. Retiree Health Benefits - Upon retirement from PFRS with at least 25 years of service with the Borough and in PFRS, you will be eligible for retiree health benefits from the Borough. The Borough shall provide you with retiree health benefits at no cost to you. Should you elect to cover your dependents with Borough-provided retiree health benefits, in that instance, you shall contribute a flat rate of \$5,500 annually toward the cost of the dependent health benefits provided. This shall be billed to the employee semi-annually and paid for the upcoming six-month period.
10. Medicare Reimbursement- You will be entitled to reimbursement of Medicare, the Borough will make up to two reimbursement payments each year.
11. Terminal Leave- You would be entitled to two months of terminal leave upon retirement.
12. Employment Duties - Your duties are as set forth in the attached job description for Dunellen Police Department Captain.

All other terms of employment not mentioned herein shall be covered by the Borough Personnel Policies & Procedures Manual.

I hereby agree to and accept the terms of this offer. I understand that this offer is subject to formal acceptance by Resolution of the Mayor and Council of the Borough of Dunellen



Christopher Beenders



Alex Miller

Dated: 4-9-24

Dated: 4-9-24