

TOWNSHIP ADMINISTRATOR EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made on this 9th day of November 2022, by and between the Township of Franklin (“Franklin”), a New Jersey Municipality, having its municipal offices at 1571 Delsea Drive, Franklinville, NJ 08322, and Matthew Finley (“Finley”), having a mailing address of 136 West Avenue, Ocean City, NJ 08226.

Throughout this Agreement, Franklin and Finley each may be referred to as a “Party” and collectively may be referred to as the “Parties.”

WITNESSETH

WHEREAS, N.J.S.A. 40A:9-136 provides that the governing body of any municipality, by ordinance, may create the office of municipal administrator and delegate to the administrator all or a portion of the executive responsibilities of the municipality; and

WHEREAS, Franklin, by ordinance codified at § 4-1 of the Code of the Township of Franklin, has created the Office of Township Administrator; and

WHEREAS, N.J.S.A. 40A:9-138 provides that “appointment to the office of municipal administrator shall be made by the mayor or chief executive officer of the municipality with the advice and consent of the governing body,” and that “the term of office of the municipal administrator shall be at the pleasure of the governing body” and

WHEREAS, by Resolution R-047-22 adopted February 22, 2022, the Franklin Township Committee confirmed the Mayor’s appointment of Matthew Finley, as Township Administrator and authorized the making and execution of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Preamble.** The statements set forth above are true and accurate. All of statements set forth above are repeated and are incorporated herein by this reference thereto as if each statement were set forth fully herein.
2. **Employment of Township Administrator; Powers & Duties.**
 - a. **Employment of Township Administrator.** Franklin hereby agrees to continue to employ Finley, and Finley agrees to continue said employment, to perform the functions and duties of Township Administrator and to perform all legally permissible and proper duties and functions as Franklin Township’s Mayor and Township Committee shall, from time-to-time, assign, subject to this Agreement.

- b. **Powers & Duties.** Finley, subject to the direction of Franklin Township Mayor and Township Committee shall perform the duties of Township Administrator, as they are set forth in § 4-5 in the Code of the Township of Franklin. Finley acknowledges that during the term of this Agreement, the provision of § 4-5 may be amended or supplemented by ordinance duly adopted by the Township Committee. In the event that § 4-5 of the Code of the Township of Franklin is amended or supplemented during the term of this Agreement, Finley acknowledges that the duties of Township Administrator shall be performed in accordance with the provisions of § 4-5 as they are amended or supplemented.
3. **Term & Salary.** The Township shall pay Finley for the performance of his services under this Agreement in accordance with the procedures that are set forth in the current and most recently updated Township Employee Manual (the “Employee Manual”). Finley’s annual gross salary shall be \$125,000.00 per year (prorated back to October 1, 2022) subject to annual adjustments by the Township Committee.
4. ~~**Pension Benefits.** Finley is eligible for the DCRP program (401 retirement plan). Under the DCRP, the statute dictates the percentage contributions by both the employer and employee, Finley can opt in to DCRP or opt out.~~
5. **Use of Motor Vehicles.** The Township may provide Finley with use of a motor vehicle in connection with his conduct of Township business and the performance of his duties during normal business hours, which vehicle shall not be taken home. In such cases, the Township shall pay all expenses for such motor vehicle including, but not limited to, fuel, maintenance, repairs and insurance. In the event that Finley uses his own motor vehicle in connection with the conduct of the Township’s business and the performance of his duties, such use shall be subject to the provisions regarding, and the guidelines for, private motor vehicle use that are set forth in the Employee Manual. If Finley incurs out-of-pocket travel expenses in connection with his conduct of Township business and the performance of his duties, such out-of-pocket travel expenses shall be reimbursed by the Township in accordance with the applicable provisions of the Employee Manual.
6. **Paid Vacation Leave.** Finley shall be entitled to paid leave for ~~three (3)~~ five (5) weeks per year beginning in January 2023.
7. **Paid Sick Leave.** Finley shall be entitled to paid sick leave as provided for in the Employee Manual.
8. **Paid Holidays.** Finley shall be entitled to the paid holidays as provided for in the Employee Manual.
9. **Personal Days.** Finley shall be entitled to personal days as provided for in the Employee Manual.

10. **Bereavement Leave.** Finley shall be entitled to bereavement leave and family and medical leave as provided for in the Employee Manual.
11. **Health Insurance Benefits.** Finley will opt-out of full health insurance benefits, prescription insurance, and any other similar benefits in the same manner as provided to all other non-uniformed managerial employees for \$3,700 per year, said opt-out to be paid each November. Finley has township dental coverage which commenced October 1, 2022. He will pay premium cost sharing provisions according to percentages as noted in Schedule B, of the AFSCME local 3574 contract beginning January 1, 2023. The employee share of premiums, set forth above, shall be reimbursed to the Township by way of payroll deduction.
12. ~~**Cellular Phone.** The Township, in its discretion, may assign a cellular telephone to Finley. If it does, then said telephone primarily shall be used for Township related business; however, incidental personal calls may be made so that employee does not have to carry two cell phones.~~
13. **Transition upon Resignation or Retirement.** The Township and Finley desire and agree to effect an orderly transition upon Finley's resignation or retirement. Finley shall give notice of his resignation or retirement at least sixty (60) days before his resignation or retirement.
14. **Removal; Termination.**
 - a. **Removal.** Finley acknowledges that, notwithstanding the provisions of paragraph 3 above, N.J.S.A. 40A:9-137 indicates, in part, that "the term of the office of municipal administrators shall be at the pleasure of the governing body." As a result, the Township Committee may remove Finley from the position as Township Administrator and as an employee of the Township upon the adoption of a resolution therefore with a vote of not less than 2/3 of the Township Committee per the provisions of N.J.S.A. 40A:9-138.
 - b. **Termination.** In the event of Finley's removal from office per paragraph (a) above, and N.J.S.A. 40A:9-138, the resolution of removal shall become effective three (3) months after its adoption. Per the provisions of N.J.S.A. 40A:9-138, the Township Committee may provide that the resolution of removal shall have immediate effect. In such case, and as required by N.J.S.A. 40A:9-138, the Township Committee shall cause Finley "to be paid forthwith any following adoption of the resolution."
14. **No Assignment.** This Agreement is personal to Finley and, as a result, Finley hereby acknowledges and agrees that this Agreement is not assignable.
15. **Severability.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities or

circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

16. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through, and under the laws of the State of New Jersey, and all actions, suits and litigation arising under the terms of this Agreement shall be litigated in the Superior Court of New Jersey, Gloucester County.
17. **Entire Agreement.** This Agreement contains the entire understanding between the parties and such understanding may not be modified or terminated except in writing and signed by all parties to this Agreement.
18. **Notice.** Any notice required or permitted under this Agreement or under State law shall be deemed sufficiently given or served if sent by United States Certified Mail, Return Receipt Requested. The Township and Finley may change the address required for service of any notice by providing the other party to this Agreement with a new address for sending and receiving of required notices under this Agreement. Any notices to the Township or Finley shall be mailed to the following addresses:

The Township

Township Clerk
Township of Franklin
1571 Delsea Drive
Franklinville, NJ 08322

Finley:

Matthew Finley
136 West Avenue
Ocean City, NJ 08226

14. **Miscellaneous.**

- a. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and all those who succeed to their rights and responsibilities, including their respective successors in interest.
- b. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning of interpretation of this Agreement and shall not be deemed to explain, modify, amplify or otherwise alter the substance of this Agreement.
- c. The Township and Finley each acknowledge that they have had adequate opportunity to review the contents of this Agreement with legal counsel and hve executed this Agreement with full and complete understanding of its terms.

d. This Agreement is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

TOWNSHIP OF FRANKLIN

ATTEST:

by: _____

ATTEST:

Witness

Matthew Finley