

**Agreement**

between

**Township of Egg Harbor  
Atlantic County, New Jersey**

and

**Peter J. Miller  
Township Administrator**

*June 19, 2015 through June 30, 2019*

**Article I**

**AGREEMENT**

This Agreement entered into this 19<sup>th</sup> day of November 2015, by and between TOWNSHIP OF EGG HARBOR, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" or its successors, and PETER J. MILLER, hereinafter called "Administrator." The Agreement represents the complete and final understanding between the Township and the Administrator. This agreement supplements the provisions of Chapter 44 of the Township Code entitled "Personnel."

**Article II**

**AGREEMENT**

Township agrees to employ Administrator to perform the functions and duties specified in the Ordinances of the Township Code, and under State statute, and to perform other legally permissible and proper duties as the Township Committee shall from time to time assign to the Administrator.

**Article III**

**Salary**

The current 2015 bi-weekly salary to be paid to the Administrator shall be \$6,075 and shall be paid every other Friday. Commencing January 1, 2016, the bi-weekly salary to be paid to the Administrator shall be as follows, and paid every other Friday:

Commencing	Salary
January 1, 2016	\$6,318
January 1, 2017	\$6,469
January 1, 2018	\$6,573
January 1, 2019	\$6,704

**Article IV**

**Performance Evaluation**

The Township Committee shall review and evaluate the performance of the Administrator at least once annually. Said review and evaluation shall be in accordance with general and specific criteria developed jointly by Township and Administrator.

**Article V**

**Termination and Severance Pay**

- A. In the event the Administrator is terminated by the Township Committee before expiration of the term of employment and during such time that Administrator is willing and able to perform his

duties under this agreement, then and in that event Township agrees to pay Administrator a lump sum cash payment equal to six (6) months aggregate salary. However, in the event that the Administrator is terminated from employment because of any malfeasance, criminal conviction, or other serious and just cause for such termination, then in that event Township shall have no obligation to pay any form of termination and/or severance pay.

- B. In the event that Administrator voluntarily resigns his position with Township, then the Administrator shall give the Township two (2) months notice in advance unless the parties agree otherwise.

## **Article VI**

### **Hours of Work**

The Administrator shall maintain office hours from 8:30 a.m. until 4:30 p.m. five days per week, and shall work such other further hours as are necessary, outside the normal office hours, to accomplish the business of the Township. The Administrator will be allowed to take compensatory time off with Township Committee permission, but the responsibilities of the Township Administrator shall not suffer thereby.

## **Article VII**

### **Outside Activities**

Administrator shall not spend more than ten (10) hours in teaching, counseling, or other non-Township connected business without the prior approval of the Township Committee. However, for such activities less than ten (10) hours per week, although no approval is necessary, the Township Committee will be kept advised of all such activities in writing and in advance. These activities are conducted outside the hours of work established in Article VI of this agreement.

## **Article VIII**

### **Automobile**

Administrator's duties require that he shall utilize his personal automobile for official business purposes during his employment with the Township. The Administrator shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and when necessary, replacement of said automobile.

In the event the Administrator is acting in another capacity he shall be permitted to utilize the Township vehicle assigned for those functions when performing those duties.

## **Article IX**

### **Vacation**

The Administrator shall be entitled to a paid vacation of twenty-eight (28) vacation days per calendar year. Vacation days shall not be used without prior approval of the Township Committee.

## **Article X**

### **Sick Leave**

Sick leave shall accrue for the Administrator at the rate of fifteen (15) working days in every calendar year of employment, and shall accumulate from year to year. The Administrator shall be entitled to be paid for up to twenty-five (25) unused sick leave days annually. Payment shall be made at the preceding year's rate of pay no later than March 15 of the succeeding year.

Upon separation from the Township (i.e. retirement, resignation, dismissal, etc.), the Administrator shall receive payment for all unused sick leave at the rate of one hundred percent (100%) of his annual salary at that time. A maximum payment of \$30,000 shall be paid regardless of the number of sick days accumulated. The Administrator will be allowed to utilize his unused sick leave as authorized days off from his regular schedule with full pay in addition to receiving his lump sum payments for all unused sick leave.

## **Article XI**

### **Insurance**

- A. Township agrees to provide hospitalization, surgical, and comprehensive medical insurance for Administrator and his legal dependents and to pay the premiums thereon equal to that which is provided all other employees of the Township.
- B. Administrator agrees to submit once per year to a complete physical examination by a qualified physician selected by the Township, the cost of which shall be paid for by the Township. The Township shall receive a copy of any and all medical reports related to said examination.

## **Article XII**

### **Dues and Subscriptions**

Township agrees to budget and to pay for the professional dues and subscriptions of the Administrator necessary for his continuation and full participation in national, state, and local associations and organizations necessary and desirable for his continues professional participation, growth and advancement, and for the good of the Township.

## **Article XIII**

### **Professional Development**

- A. Township hereby agrees to budget for and to pay the travel and subsistence expenses of Administrator for professional and official travel, meetings and occasions adequate to continue the professional development of the Administrator, including but not limited to the annual conferences of the International City/County Management Association, New Jersey Municipal Management Association and New Jersey League of Municipalities.
- B. Township also agrees to budget for the travel and subsistence of Administrator for short courses, institutes and seminars that are necessary for his professional development and for the good of the

Township.

- C. The maximum amount to be spent in any given year for professional development under this article shall not exceed \$3,000.

#### **Article XIV**

##### **Other Expenses**

Township agrees to provide to Administrator an operating budget expense account. This account shall be used by the Administrator to fund the regular operations of his office, including, but not limited to office supplies, equipment and supplies, postage, maintenance, and other such necessary expenses related to the operation of the Administrator's Office.

#### **Article XV**

##### **Deferred Compensation**

Township agrees to maintain appropriate ordinances and resolutions and to execute all necessary agreements for Administrator's participation in a deferred compensation plan. All contributions of the deferred compensation plan shall be borne solely by the Administrator.

#### **Article XVI**

##### **Indemnification**

The Township shall defend, save harmless and indemnify the Administrator against all tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Administrator's official duties as Township Administrator.

#### **Article XVII**

##### **Other Terms and Conditions of Employment**

- A. The Township Committee, in consultation with the Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Administrator, provided such terms and conditions are not inconsistent with N.J.S.A. 40A:9-136 or any other statute or ordinance applicable.
- B. Except as are set forth specifically herein, all other employer-employee provisions of the Township ordinances and regulations and rules of the Township relating to retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended shall also apply to the Administrator.

**DURATION OF AGREEMENT**

THIS AGREEMENT shall be in full force and effect as of June 19, 2015, and shall remain in effect to and including June 30, 2019.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Egg Harbor, New Jersey, on the year and date first above written.

Township of Egg Harbor

\_\_\_\_\_  
James J. McCullough

\_\_\_\_\_  
Peter J. Miller  
Township Administrator

Attest:

Witness:

\_\_\_\_\_  
Eileen M. Tedesco, RMC  
Township Clerk

\_\_\_\_\_  
Jennifer L. Rocco  
Administrative Secretary