

R2022-172

**RESOLUTION TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE  
OF NEW JERSEY PROVIDING ADVICE AND CONSENT TO THE  
APPOINTMENT OF MATTHEW C. HALL, AS THE TOWN OF  
PHILLIPSBURG'S BUSINESS ADMINISISTRATOR**

**WHEREAS**, there is a vacancy in the position of business administrator for the Town of Phillipsburg due to the resignation of Robert A. Bengivenga, Jr.;

**WHEREAS**, pursuant to N.J.S.A. 40A: 9-137 and Chapter 5-60 "Article VIII" of the code of the Town of Phillipsburg provides for the appointment of a business administrator by the Mayor with the advice and consent of the Council;

**WHEREAS**, the Mayor has recommended and appointed Matthew C. Hall as the Town of Phillipsburg's business administrator in accordance with the laws of the State of New Jersey and Code of the Town of Phillipsburg;

**WHEREAS**, the Town Council desires to provide advice and consent to the Mayor's appointment of Matthew C. Hall as the Town's business administrator;

**WHEREAS**, the Mayor and Mr. Hall have negotiated the contract, in the form attached hereto;

**WHEREAS**, the Town Council desires to authorize the execution of the contract.

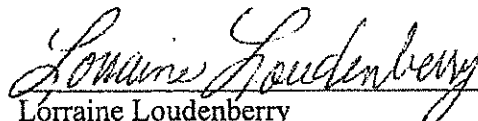
**NOW, THEREFORE, BE IT RESOLVED** by Town Council of Phillipsburg, County of Warren, State of New Jersey as follows: Matthew C. Hall is hereby confirmed as the business administrator of the Town of Phillipsburg effective August 22, 2022 at the agreed upon salary, benefits, and terms noted and set forth in the attached agreement. Matthew C. Hall shall receive other benefits generally provided to department heads within the Town.

A copy of this resolution shall be provided to Mr. Hall by the Town Clerk along with any documents to effectuate the appointment of Mr. Hall for the Mayor of the Town and any other reasonably necessary personnel hereby authorized to execute any documents necessary to effectuate the hiring and appointment of Mr. Hall as business administrator for the Town of Phillipsburg.

**BE IT FURTHER RESOLVED**, the Mayor and the Municipal Clerk are hereby authorized and directed to execute any documents which may be necessary to effectuate the foregoing.

**CERTIFICATION**

I, Lorraine Loudenberg, Acting Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Town Council at their August 02, 2022 meeting.

  
Lorraine Loudenberg  
Acting Municipal Clerk

**AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF PHILLIPSBURG AND  
MATTHEW C. HALL, MPA**

**WHEREAS**, the position of Business Administrator for the Town of Phillipsburg is vacant;

**WHEREAS**, the Mayor and Council have determined that Matthew C. Hall, an experienced professional municipal administrator who holds a Master of Public Administration (MPA) from the Rutgers University School of Public Affairs and Administration, is qualified for the position of Business Administrator, and it is advantageous for the Town of Phillipsburg to secure the personal services of Matthew C. Hall; and

**WHEREAS**, Matthew C. Hall is willing to assume the position of Business Administrator for the Town of Phillipsburg subject to the certain terms and conditions of employment set forth in the employment agreement on file in the Town Clerk's office; and

**WHEREAS**, Mayor Todd M. Tersigni proffered the appointment of Matthew C. Hall as Business Administrator to fill the vacancy subject to the advice and consent of the Town Council and subject to the terms and conditions of an employment agreement between Mr. Hall and the Town of Phillipsburg; and

**WHEREAS**, the governing body, by Resolution dated August 2, 2022, approved the appointment to take effect August 22, 2022, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, be it agreed between the Mayor and Council of the Town of Phillipsburg (hereinafter referred to as the Town or Employer) and Matthew C. Hall. (hereinafter referred to as Administrator or Employee) that:

1. Matthew C. Hall is hereby appointed as the Business Administrator of the Town effective August 22, 2022 shall continue to serve in this position to December 31, 2023, subject to the terms and conditions container herein.
2. The Administrator shall be the chief administrative officer of the Town and shall be responsible to the Mayor for the proper and efficient administration of the business affairs of the Town. The Business Administrator shall have the powers and duties as set forth in the Town Code.
3. The administrator may be removed by the Mayor and Council only for cause subject to the procedures and severance provisions contained in N.J.S.A. 40A: 9-138 and in this employment agreement.

4. The Mayor and Council waive any residency requirement as any requirement will not affect the performance of duties.
  
5. Time off benefits.
  - A. In the calendar year 2022 – 6 vacation days, 4 sick days.
  - B. Commencing 1/1/23- Employee shall receive 17 days vacation and 3 personal days which shall be taken in accordance with the personnel policy of the town
  - C. Commencing 1/1/21 and each year thereafter, administrator shall be provided 15 sick days.
  - D. Any vacation and sick days not used in one calendar year can be carried over to the following year. Notwithstanding, no more than one year's worth of vacation may be carried over. There is no limit to the number of sick days that may be carried over. Sick leave payout shall be in accordance with New Jersey laws enacted at the time of the signing of this agreement and in accordance with the town personnel policy.
  
6. Schedule. Administrator's regular schedule shall be Monday through Friday, 8:30 to 4:30, and attendance at regularly scheduled meetings of the Town Council. Administrator recognizes that the role of Business Administrator is a 24/7 commitment. As such, Administrator may be required to work outside of regular office hours and/or attend meetings on behalf of the Town including regular and special Town Council meetings, community meetings, committee meetings, etc. Additionally, Administrator may be required to respond outside of regular business hours to emergencies, events, and other Town business not typically scheduled. Administrator recognizes that he is not entitled to any overtime/comp time and/or additional compensations for such work. As such, the Employer also recognizes that the Administrator, as a professional, will be entitled to reasonable flexibility in the work schedule to accommodate the demands of the job. Likewise, as a professional, Administrator is expected to devote service, on-site presence, and commitment to the Town commensurate with the full-time nature of the job.
  
7. Salary. The Employee shall be paid the following annual salary:

Effective September 1, 2022 - \$135,000 prorated  
Effective January 1, 2023 and each year thereafter, Employee shall receive an annual salary increase as provided to department heads within the Town government.

8. Professional Development. Employee will be permitted a maximum of 7 days (6 nights) annually to attend conferences such as ICMA, NJMMA, and the NJ State League of Municipalities (NJSLOM). Registration and lodging for the annual NJSLOM conference shall be reimbursed by the Town in an amount not to exceed \$500 and other reimbursements will be made on a case-by-case basis with the approval of the governing body. Additionally, the Employee may represent the Town and attend relevant one day job-related seminars provided prior notice is given and at the discretion of the governing body and the availability of funds in the annual budget.

Professional development courses may be approved on a case-by-case basis at the discretion of the Mayor and the availability of funds in the annual budget.

9. The Town shall reimburse the Administrator for job related expenses upon submission of proper documentation provided however that the Administrator shall not incur expenses in excess of \$200 without prior approval.
10. Other Benefits. In addition to the above, the Employee shall be provided, effective August 22, 2022, all other employee benefits as provided to department heads in the Town government, including paid holidays, pension, health care, health care flexible spending accounts, life insurance, dental benefits, vision benefits, and as per policies in effect pertaining to said benefits.
11. Matthew Hall hereby consents to the terms and conditions of employment set forth above. He may terminate his employment with the Town providing at least Thirty (30) calendar days written notice of termination delivered to the Town Clerk. In this case, he shall not be entitled to receive any of the termination pay provided for elsewhere in this agreement, and the available vacation and other leave benefits will be prorated for his final year of employment.
12. It is acknowledged by both parties to this agreement that the job of Business Administrator often requires more than 40 hours of work per week, and requires supervision, emergency response and various meetings at times other than the traditional workday. Therefore, the intent of this section is to allow the Administrator the authority to schedule his own time rather than work in regularly scheduled eight-hour blocks of time.

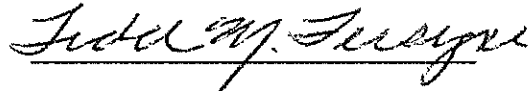
**BE IT FURTHER AGREED** that the Agreement shall continue in effect after the specified term unless specifically amended by the Town and the Administrator.

**BE IT FURTHER AGREED** that should any portion of the agreement be found invalid by a court of competent jurisdiction, the remaining provision of the agreement shall continue in force and effect

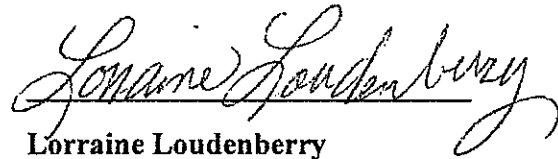
Signed this 3<sup>rd</sup> day of August, 2022



Matthew Hall., Administrator



Todd M. Tersigni, Mayor



Lorraine Loudenberg

Acting Municipal Clerk