

AGREEMENT

THIS AGREEMENT, made this 4TH day of APRIL, 2019, is between the Plainfield Area Regional Sewerage Authority ("Authority"), a body corporate and politic of the State of New Jersey and Robert A. Snyder, Jr. ("Executive Director").

WHEREAS, the Authority and the Executive Director have agreed upon all the terms and conditions hereinafter set forth in connection with the employment of the Executive Director;

IT IS THEREFORE AGREED:

I. DUTIES

The Authority hereby retains and employs Robert A. Snyder, Jr., to serve as Executive Director of the Authority. The Executive Director is to be responsible for the overall management and administration of the Authority subject only to such direction and limitations as may be imposed by the laws and regulations of the State of New Jersey and the Authority. The duties of the Executive Director are as follows:

The Executive Director is responsible for the implementation of the Authority's "Service Rules", policies and directives. The Executive Director is responsible for the supervision of all personnel. The Executive Director is responsible for the preparation of the annual budget and the expenditure of funds in accordance with the Local Public Contracts Law. The Executive Director is to assist the professionals employed by the Authority, including the Auditor, Consulting Engineer and the Attorney in the performance of their duties and to call upon their services as and when warranted. The Executive Director is to attend all meetings and committee meetings of the Authority, when requested to do so, and to report at such meetings concerning the status of administrative, operational, construction, fiscal and other matters. In addition, the Executive Director is to represent the Authority at governmental meetings and such other conferences as necessary and relevant to the efficient administration of the Authority's operations and/or facilities. The Executive Director is to represent to the public the Authority's posture on all matters on which the Authority has adopted a public position. The Executive Director shall also perform such other duties as may be set forth in the Authority's Personnel Policy, as revised and amended, and/or assigned from time to time by the Authority.

II. WORKING FACILITIES

The Executive Director shall be provided with an office and such other facilities, staffing and services as are required to perform the duties of the office.

III. EXTENT OF SERVICES

The position of Executive Director is full-time. The Executive Director agrees to faithfully, industriously and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms hereof. The Executive

Director also acknowledges and agrees to be subject to and bound by the terms of the Authority's Personnel Policy.

IV. TERM

The term of employment shall be five (5) years from July 1, 2019, to June 30, 2024; however, said term shall be automatically extended an additional 1-year term from year-to-year subsequent to the expiration of the initial term and any extended term, unless either party hereto shall notify the other in writing no less than six (6) months prior to the expiration of the initial term or any extended term of an intention to terminate or modify this Agreement.

V. COMPENSATION

For all services rendered by the Executive Director under this agreement, the Authority shall pay the Executive Director an initial annual salary in the amount of \$155,000.00, which shall be payable in accordance with the Authority's Personnel Policy. In addition, the Authority shall (a) pay a one-time stipend in the amount of \$8,000.00; and (b) increase Mr. Snyder's current salary to the increased amount of \$155,000.00 upon the signing of this Agreement. Going forward, the Authority agrees to review the salary of the Executive Director on an annual basis. Said annual review shall be done in conjunction with the Authority workforce review so as to be effective on January 1 of each year hereafter during the Executive Director's employment by the Authority. In addition to the forgoing annual review, the Authority shall also undertake an initial, one-time review of the Executive Director's salary during the month of September 2019 in order that any revision of the above salary amount be effective on October 1, 2019.

VI. BENEFITS

The Executive Director shall be entitled to receive all benefits described in the Authority's Personnel Policy, as revised and amended from time-to-time.

VII. EXPENSES

The Executive Director may incur reasonable expenses in the furtherance of Authority business, including, but not limited to, attending the Annual WEF and NJWEA conferences, WEF Collection System Committee Meetings and other appropriate seminars, workshops or conferences. The Authority shall reimburse the Executive Director for all reasonably incurred expenses in accordance with the Authority's Personnel Policy. This shall include dues payable to organizations beneficial to the Authority such as the Association of Environmental Authorities and the Water Environment Federation/New Jersey Water Environment Association.

VIII. INDEMNIFICATION

If and when any lawsuit or other legal action is initiated or brought against the Executive Director for any act or omission arising out of and in the course of the performance of his duties, the Authority shall defray all costs of defending such action, including counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect the Executive Director

from any financial loss resulting therefrom. The Authority shall have sole discretion in the hiring of an attorney.

IX. ASSIGNMENT

The Executive Director shall have no right to assign the within Agreement.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Authority and Robert A. Snyder, Jr. This Agreement may be amended only in writing and signed by both parties hereto.

XI. LAW

This Agreement shall be construed in accordance with the laws of the State of New Jersey, and any proceedings concerning this Agreement shall be brought in the courts of the State of New Jersey, and venued in the County of Middlesex.

IN WITNESS WHEREOF, the Authority and Robert A. Snyder, Jr., have signed this Agreement the day and date first above written.

ROBERT A. SNYDER, JR.

PLAINFIELD AREA REGIONAL
SEWERAGE AUTHORITY


Robert A. Snyder, Jr.


Robert Seader, Chairman