

EMPLOYMENT AGREEMENT

BETWEEN

THE FRANKLIN TOWNSHIP SEWERAGE AUTHORITY

AND

JOSEPH DANIELSEN

THIS AGREEMENT, made this 13th day of October, 2021, by and between Joseph Danielsen (hereinafter referred to as "Joseph Danielsen" or "Danielsen") and the Franklin Township Sewerage Authority (hereinafter referred to as the "FTSA"), a governmental entity created pursuant to the laws of the State of New Jersey.

WITNESSETH THAT:

WHEREAS, by a Resolution of the Board of Commissioners of the FTSA, Danielsen was appointed to the position of Special Projects Manager at the FTSA. By a further Resolution of the Board of Commissioners of the FTSA, Danielsen was appointed to the position of Executive Director (Interim). By another action of the Board of Commissioners of the FTSA, Danielsen's Employment Agreement and his appointment as Executive Director (Interim) was extended to produce a Second Amended Employment Agreement. Such appointment was subject to the successful negotiation and execution of an Employment Agreement as to Executive Director (hereinafter referred to as "Agreement") by and between the FTSA and Danielsen. Such a successful negotiation has occurred and the Parties seek to memorialize and execute this new Agreement; and;

WHEREAS, the FTSA and Danielsen have agreed upon all of the terms and conditions hereinafter set forth in connection with the appointment of Danielsen by the FTSA; and,

WHEREAS, the FTSA and Danielsen desire to reduce their understandings and these terms and conditions into this formal Agreement.

NOW, THEREFORE, the FTSA and Danielsen intend to be legally bound and do hereby agree as follows:

1. **Position.** The FTSA will employ Danielsen as the Executive Director, as well as Special Projects Manager, with the FTSA. Such appointments shall be subject to all of the provisions of all applicable laws. Subject to the supervision and pursuant to the orders and directions of the Chairperson of the FTSA Board of Commissioners and the FTSA Board of Commissioners (where applicable) and in accordance with the job description promulgated by the FTSA for the positions of Executive Director and Special Projects Manager, as may be amended from time to time, Danielsen shall perform all the duties prescribed for such position pursuant to the applicable FTSA job descriptions, as well as the FTSA Personnel Policies, as may be amended from time to time, as well as those duties specifically assigned by the Chairperson of the FTSA Board of Commissioners and/or the FTSA Board of Commissioners (where applicable) from time to time.

2. **Term of Agreement.** Subject to any specific provisions of this Agreement to the contrary, Danielsen shall serve in the capacity of Executive Director and Special Projects Manager until he either leaves the employ of the FTSA or the FTSA Board of Commissioners ends his service with the FTSA, except that this Agreement shall exist as set forth herein as well, for five (5) years from the date of full execution of this Agreement by Danielsen and the FTSA, except as noted in Section #11 below. Danielsen must provide at least sixty (60) calendar days' notice of his leaving the FTSA's employ, which may be shortened by an action of the FTSA Board of Commissioners.

3. **Manner and Performance of Executive Director Duties.** Danielsen agrees that he will, at all times during his Agreement, abide by all of the provision of all applicable State, County and local statutes, laws, rules and regulations. Danielsen will also perform all of the duties of the position of Executive Director in a faithful and industrious manner, pursuant to the express and/or implicit terms of this Agreement and all applicable statutes, laws, rule and regulations.

4. **Manner and Performance of Special Projects Manager's Duties.** Danielsen agrees that he will, at all times during this Agreement, abide by all of the provisions of all applicable State, County and local statutes, laws, rules and regulations and the provisions of Section #1 above. Danielsen will also perform all of the duties of the position of Special Projects Manager in a faithful and industrious manner, pursuant to the express and/or implicit terms of this Agreement and all applicable statutes, laws, rules and regulations.

5. **Compensation.** Danielsen shall receive, retroactive to July 1, 2021, an annual compensation of One Hundred Forty Thousand Dollars (\$140,000.00) per year, less all applicable deductions, except as noted below, payable according to the normal and customary payroll schedule of the FTSA. If Danielsen does not work a full calendar year for the FTSA, he shall be entitled to a pro-rata share of his annual salary, based on the number of pay periods worked as the Executive Director and Special Projects Manager. The Board reserves the right to further address the compensation amount prior to the execution of any subsequent agreement for Danielsen in either or both of the above-captioned positions. Danielsen shall be entitled on or before the anniversary date of each year of this Agreement to be considered by the FTSA Board of Commissioners for a merit increase to be added to his compensation amount as of each anniversary date in accordance with Section #16 below.

6. **Benefits.** It is agreed that Danielsen shall be entitled to receive all of the benefits and privileges that may, from time to time, be provided by the FTSA to its full-time, non-union employees, except as noted herein. Danielsen shall be eligible to have pension contributions (if applicable) and/or §401(k) contributions taken from his paycheck. Danielsen shall be permitted to make employee contributions to a tax deferred savings plan and have the payments deducted from his compensation received from the FTSA. The FTSA further agrees to provide Danielsen with the same medical, dental, prescription, vision, hospitalization and major medical insurance, if any, otherwise provided to its non-union employees, as the same may from time to time be modified and/or altered. Danielsen shall also be subject to all of the provisions of Chapter 78, P.L. 2011 as to health care contributions. However, if Danielsen chooses to waive medical, dental, prescription, vision, hospitalization and major medical insurance, he will be entitled to receive twenty-five (25%) percent of the premium costs for insurance coverage, up to Five Thousand (\$5,000.00) Dollars per year, payable in each paycheck on a pro-rata basis. Danielsen shall also not receive an automobile allowance.

7. **Hours of Employment.**

A. Danielsen shall endeavor to devote at least thirty-five (35) hours per a seven (7) day calendar week to working in his duties as Executive Director and Special Projects Manager at the FTSA. This shall not include any and all Board meetings and/or any other evening/weekend meetings that Danielsen shall either have to attend or may be asked to attend by the FTSA Board Chairman and/or the FTSA Board of Commissioners (if applicable).

B. Since Danielsen is a currently an elected member of the New Jersey State General Assembly, he is entitled to the provisions of N.J.S.A. 40A:9-7.2, which permits Danielsen to be given time off from the FTSA, without loss of pay, during the period of his

attendance at regular or special sessions of the Legislature and/or hearings or meetings of any legislative committee or commission. Danielsen shall not be permitted during his work hours with the FTSA to engage in any legislative duties and/or any other duties/obligations of his position in the General Assembly other than leadership meetings and those meeting/duties set forth above.

8. **Non-Applicability of Overtime.** Danielsen and the FTSA agree that the Executive Director and Special Projects Manager positions are exempt positions from any hourly requirements found under Federal and/or State law. Accordingly, Danielsen will not be paid any overtime or any other compensation whatsoever beyond that explicitly stated in this Agreement.

9. **Paid Leave Days.**

A. According to Authority Policy, personal days are calculated during the period of June 1st and the following May 31st. According to Authority Policy, vacation days are allocated between the employee's anniversary dates, which is February 15th for Danielsen. Based on same, for the period of July 1, 2021 through December 31, 2021, Danielsen shall be entitled to two (2) personal days. As to vacations, Danielsen shall be entitled to ten (10) vacation days for the period of July 1, 2021 through December 31, 2021. Danielsen may also continue to carry over up to five (5) unused vacation days into the July 1, 2021 to December 31, 2021 period, if Danielsen has received prior written approval of the FTSA Board Chairperson. Danielsen shall be entitled to a pro-rata share of paid sick leave days for the period of July 1, 2021 through December 31, 2021 based on the annual allotment provided to non-Union employees. Unused sick leave days may be carried over, but shall not be subject to any payment.

B. Commencing January 1, 2022, Danielsen shall receive twenty (20) vacation days per annum for the duration of the Agreement. Danielsen may also continue to carry over up

to five (5) unused vacation days from the previous year with prior written approval of the FTSA Board Chairperson. Said carryover vacation days must be used in the next succeeding calendar year or they will be lost. Sick leave and personal leave shall be granted in accordance with Authority Policy with no carryover for unused personal days.

C. If Danielsen does not work for the full periods set forth above, he shall receive a pro-rata share of such leave(s). Danielsen will be eligible for Family Leave (State), Family Medical Leave (Federal) and/or military leave on a pro-rata basis subject to his eligibility to receive same. Danielsen shall not be compensated for any unused sick days upon departure from the Authority's employ. The taking of any time off is subject to the written request for same and written approval by the Chairperson of the FTSA Board of Commissioners. He can be compensated for unused personal time in accordance with Authority policy. He shall be entitled to be compensated as to unused vacation leave if he leaves the Authority's employment before the cessation of this Agreement with the payment of any unused carryover vacation plus the annual vacation leave accrued in the calendar year in question, but unused subject to pro-ration above.

10. Reimbursement of Expenses. Subject to the prior written approval of the Chairperson of the FTSA Board of Commissioners, Danielsen shall be reimbursed for all reasonable expenses incurred specifically on behalf of the FTSA as per the FTSA expense reimbursement policy. Mileage for any official trips outside the Township of Franklin shall be compensated at the applicable IRS rates. Receipts and proof of expenses shall be submitted monthly in writing to the FTSA, with all required backup.

11. Termination of Agreement. The FTSA Board of Commissioners may terminate this Agreement at any time herein for any reason whatsoever with cause. Termination for cause

shall be immediate upon written notice. Other than termination of Danielsen from the employ of the FTSA, Danielsen shall remain employed by the FTSA for the duration of this Agreement, except as noted in Section #12 below. The Board shall give written notice of "Intention Not to Renew" this extended Agreement to Danielsen no less than sixty (60) calendar days prior to the Agreement's expiration date; otherwise, this Agreement shall remain in full force and effect for one (1) additional year. Cause shall be at the sole purview of the FTSA Board of Commissioners or designee.

12. Termination by Employee. Danielsen shall provide a minimum of sixty (60) calendar days' notice of his intention to resign/retire from the positions of Executive Director/Special Projects Manager and shall assist the FTSA in any transition work required to assist a replacement Executive Director/Special Projects Manager. The FTSA may waive any and/or all of the sixty (60) calendar days' notice by a formal action of the FTSA Board of Commissioners.

13. Non-applicability of other Policies/Agreements.

A. Danielsen agrees and acknowledges that the following below is not applicable to his position:

Any collective bargaining agreement between the FTSA and any recognized bargaining group/association.

B. If there is a dispute between the language of this Agreement and the FTSA Personnel Policy Manual, the provisions of this Agreement shall take precedence.

14. Relationships. Danielsen shall have no employment (paid and/or unpaid) relationship (including but not limited to consulting work) in any capacity with any vendor, contractor, employee, designee, representative, assign, officer and/or official doing business with and/or employed by the FTSA in any capacity whatsoever.

15. **Training.** Danielsen shall be entitled to attend classes, seminars, training and/or retraining sessions or any other education programs directly related to his position/duties as Executive Director. Attendance at any and/or all of these sessions must receive the prior written approval of the FTSA Board Chairperson or designee.

16. **Annual Performance Evaluation.** The FTSA shall endeavor to devote a portion of either the annual September and/or October FTSA Board meeting to discuss the working relationship between Danielsen and the FTSA, which shall include an annual performance evaluation of Danielsen's performance as Executive Director/Special Projects Manager. Said performance evaluation shall be to collectively review the progress of the FTSA in reaching goals set collaboratively by the Board of Commissioners and Danielsen and to establish goals for the forthcoming period, as well as a review of Danielsen's performance for the previous twelve (12) months. Nothing herein shall prevent the Chairman of the FTSA and/or the Board of Commissioners from addressing Danielsen's performance and desired goals at such other times as it shall determine. The FTSA Board Commissioners may use this evaluation as some and/or all of the basis for determining any annual merit increase to grant to Danielsen as per Section #5 above.

17. **Entire Agreement.** This Agreement contains the sole and entire Agreement between Danielsen and the FTSA and shall supersede any and all other Agreements between Danielsen and the FTSA as it relates to the positions of Executive Director and Special Projects Manager. There are no other agreements, representations and/or warranties, whether they be express or implied, except as set forth in this Agreement. This Agreement supersedes any prior Agreements between Danielsen and the FTSA. This Agreement may not be canceled, changed, modified or amended orally. No change, modification or amendment hereof shall be effective or

binding unless in a written instrument signed by Danielsen and the FTSA, at which time this Agreement shall cease to exist pursuant to the provisions of this Agreement.

18. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom the same is applicable.

19. **Controlling Law.** All of the terms, conditions and other provisions of this Agreement shall be interpreted and governed by the laws of the State of New Jersey.

20. **Interpretation and Severability.** If any term or provision of this Agreement shall, to any extent, be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and each remaining term and provision of this Agreement should be valid and enforceable to the extent permitted by law.

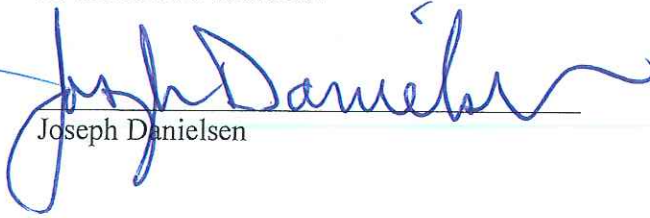
IN WITNESS WHEREOF, the parties have hereto, by the signatures of their duly authorized representatives and officers, executed this Agreement on the dates set forth herein.

ATTEST:

JOSEPH DANIELSEN



Dated: October 13, 2021



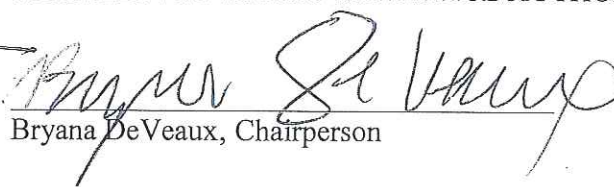
Joseph Danielsen

ATTEST:

FRANKLIN TOWNSHIP SEWERAGE AUTHORITY



April L. Roach



Bryana DeVeaux, Chairperson

Dated: October 27, 2021