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EMPLOYMENT AGREEMENT

THIS AGREEMENT is made between Joseph P. Cryan, hereinafter referred to as "Employee" and the Middlesex County Utilities Authority (MCUA), a public body politic established pursuant to the Laws of the State of New Jersey, hereinafter referred to as "Employer", and collectively, the "Parties".

WITNESSETH

Employer is engaged in the business of operating the Middlesex County Utilities Authority, and maintains its office at 2571 Main Street Extension, Borough of Sayreville, County of Middlesex, State of New Jersey.

The Employee is willing to be employed by the Employer and the Employer has determined to appoint the employee as Executive Director of the MCUA. For the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, Employer and Employee agree as follows:

ARTICLE I - DUTIES OF THE EMPLOYEE

1.1 The Employer hereby employs the Employee in the managerial position hereinafter known and referred to as Executive Director of the MCUA. This position shall be occupied by a non-union employee of the MCUA.

1.2. The Employee agrees that he will, at all times, faithfully, industriously and to the best of his ability, experience and talents, perform all the duties and responsibilities that may be required of and from him, pursuant to the express and implicit terms hereof, to the reasonable satisfaction of the Employer. Such duties shall be rendered as directed by the Employer and at such place(s) that may be required to further the best interests of the MCUA.

1.3. The Employee shall perform his duties and responsibilities which shall include the following: administer, supervise, manage and oversee the day-to-day operations of the MCUA, including, without limitation, directing all matters relating to (i) the construction, management, maintenance, operation and improvement of the internal sewerage system and transfer station; (ii) the collection, treatment, recycling and disposal of solid waste; (iii) the billing and collection of sewer and solid waste charges; and (iv) hiring and firing of all employees required to implement such matters.

ARTICLE II - COMPENSATION AND BENEFITS

2.1 The Employee shall be paid for all services rendered to the MCUA at the current salary of $209,240 payable in bi-weekly installments and terminating three (3) years from this date. The renewal of each year of the three (3) year terms is subject to the annual review by the MCUA Board of Commissioners and the annual reappointment is subject to the approval of the MCUA Board of Commissioners and affirmation of the Board of Chosen Freeholders. The Employee's compensation shall be subject to increases, but shall at least equal the rate of inflation as reflected in the Consumer Price Index.

2.2 The Employee shall receive ten (10) cumulative days paid sick leave per year or such other number as otherwise adopted by the MCUA during the term of this Contract. The Employee may at the end of the term of this Agreement, cash any unused and accumulated sick pay based on his last highest salary or carry over such unused time to any new contract with the MCUA as applicable and as allowed under State law.

2.3 The Employee shall be entitled to two (2) personal days per year or such other number as may be adopted by the MCUA from time to time.

2.4 The Employee shall be entitled to the same number of paid vacation days as given to other employees, but in any event no less than fifteen (15) days per year or such other number as may be adopted by the MCUA during the term of this Agreement. The notice as to use of vacation days shall be in writing and/or as otherwise directed by any personnel policy procedure adopted and approved by the MCUA. At the end of the term of this Agreement, the Employee shall be entitled to receive a cash payment for any remaining unused vacation days or may carry over such time to any new Contract with the MCUA as applicable, not to exceed 10 days.

2.5 The Employee shall, during the term of this Agreement, be entitled to the same paid holidays as all employees, provided, however, in the event the Employee is required to work on any holiday, he shall not receive any additional salary or overtime. In this event, however, the Employee may be eligible for compensatory time at the sole discretion of the Chairperson of the MCUA.

2.6 The Employee shall, during the term of this Agreement, be enrolled in the public employees' retirement system and be subject to all regulations thereof.

2.7 The Employee shall be permitted to enroll in a public employee's credit union and Employer shall assist in such enrollment.

2.8 The Employer shall reimburse the Employee for appropriate expenses incurred by the Employee in the performance of his duties as Executive Director, in accordance with the MCUA's Rules Governing Business Travel and Reimbursement. Employee shall document all expenses incurred and provide receipts for all expenditures in accordance with the MCUA's Rules Governing Business Travel and Reimbursement.

2.9 The Employer will provide to the Employee a comprehensive medical/dental prescription plan of medical coverage. All health and insurance benefits will be received by the Employee in such coverages and amounts currently provided and authorized by the Commissioners for all MCUA employees and as may be modified from time to time, in accordance with any change in law. The Employee shall be eligible for post-retirement health benefits in accordance with the policy adopted by the Authority pursuant to N.J.S.A. 52:14-17.38, after twenty five (25) years of service credit in one or more State or locally administered retirement systems, provided that the last ten (10) years of which are at the Authority.

2.10 The Employer shall reimburse the Employee for tuition and any other necessary education expenses associated with reimbursement for any professional membership fees and dues, and any other education expenses associated with Employee's successful completion of any appropriate course or courses approved by the Chairperson of the MCUA Employee is considered to have successfully completed a course if he achieves a "C" or better or a pass grade, whichever applies, upon completion of the course.

2.11 The Employer will provide to the Employee with an MCUA-owned vehicle and cellular phone for use throughout his term of employment as Executive Director.

ARTICLE III - CANCELLATION AND TERMINATION

3.1 The term of this Agreement shall be for a period of three (3) years, commencing ________, 2020, renewable annually. On or before each anniversary date of this agreement, Employee shall be notified if the MCUA does not intend to renew the contract for an additional three (3) years. This Agreement will terminate twenty-four (24) months from the next employment anniversary date after Employee's receipt of notice in writing that this Agreement will not be renewed.

3.2 The Employee shall be bound by and shall adhere to all applicable policies and procedures approved by the Board and/or as set forth in the MCUA's Personnel Policies and Procedures with respect to, among other things, the Employee's job performance, performance evaluation and disciplinary and termination matters, as such Policies and Procedures may be amended and supplemented during this Agreement.

3.3 If Employee is terminated for cause or if Employee voluntarily terminates this Agreement prior to the end of its term without just cause, Employee shall not be entitled to a continuation of salary or benefits beyond the termination date. Termination under these circumstances shall only entitle the Employee to receive payment for Employee's unused, accrued sick and vacation time.

ARTICLE IV – RESOLUTION OF DISPUTES

4.1 In the event of any dispute between the Board and the Employee arising out of or in connection with this Agreement, which dispute cannot be timely resolved by the parties, the Board and Employee agree to submit such dispute for mediation before a neutral third party to be mutually agreed upon by the parties. In the event the dispute remains unresolved, then the Board and Employee agree to submit such dispute for arbitration before a single arbitrator mutually agreed to by both parties for binding arbitration. The costs for mediation and/or arbitration shall be borne by the Employer. Executive Director has a right to obtain counsel at his own expense.

ARTICLE V - INDEMNIFICATION

5.1 The Employer agrees to indemnify the Employee from liability for all claims, actions, judgments or demand for judgment, arising out of acts or omissions of the Employee that fall within the scope of his employment. Under no circumstances shall the Employee be entitled to indemnification from liability arising out of acts or omissions of the Employee that fall outside the scope of his employment. Furthermore, the Employee shall not be entitled to indemnification for liability arising out of known criminal acts or omissions of the Employee.

5.2 Indemnification shall include reasonable attorney fees, costs and expenses incurred on appeal, and all other expenses reasonably related to litigation.

5.3 The Employer agrees to defend any and all lawsuits or actions brought against the Employee that fall within the scope of his employment. Under no other circumstances shall the Employer be obligated to provide a defense to the

Employee.

5.4 The Board of the Authority reserves the right to name the attorney and any expert, and to approve any hourly fees or retainer terms, with regard to providing a defense for the Employee pursuant to Section 5.3.

ARTICLE VI - CHOICE OF LAW

6.1 The parties hereto agree that it is their intention and covenant that this Agreement and performances hereunder and all suits and special proceedings hereunder be constructed in accordance with and pursuant to the laws of the State of New Jersey and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of New Jersey shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

ARTICLE VII - MISCELLANEOUS

7.1 This Agreement shall be binding on and inure to the benefit of the respective parties hereto and their executors, administrators, heirs, personal representatives, successors and assigns.

7.2 This written Agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with their dealings with the other.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 22nd day of September, 2020.

Witness

Joseph P. Cryan

MIDDLESEX COUNTY UTILITIES AUTHORITY

Judith A. McCall

Witness

BY: Ted Light

Chair, Ted Light, P.E.

The undersigned hereby further certifies that the Chairman has the authority to enter into this Agreement on behalf of the Middlesex County Utilities Authority.

William W. Northgrave, Esq.
General Counsel, MCUA