

AGREEMENT OF EMPLOYMENT

This Agreement of Employment is made and entered into this 29th day of May, 2019 by and between **THE SOMERSET RARITAN VALLEY SEWERAGE AUTHORITY**, a public body politic and corporate of the State of New Jersey, with principal offices located at 50 Polhemus Lane, Bridgewater Township, Somerset County, New Jersey 08807, (hereinafter "Employer"), and **RONALD SALVATORE ANASTASIO** residing at 14 Woolston Way, Washington Township, County of Warren, New Jersey 07882, (hereinafter "Employee").

THE EMPLOYER AND EMPLOYEE AGREE AS FOLLOWS:

1. TERM OF CONTRACT: The Employee shall and does enter into the service of the Employer in the performance of such duties, responsibilities, and authority, as may be assigned to him by the Board of Commissioners of Employer, (hereinafter "Board") as its Executive Director commencing May 29, 2019, and for a period of sixty (60) consecutive calendar months terminating on May 30, 2024 ("the expiration date"), subject, however, to prior termination as hereinafter provided.

2. DUTIES OF EMPLOYEE: Employee shall devote the whole of his time, attention and energies to the performance of such duties as may be assigned by the Board and shall not, either directly or indirectly, alone or in partnership, or in any representative capacity, be connected with or concerned in any other business or employment whatsoever with the exception of the occasional management of personal investments during the said term of employment, and shall serve Employer faithfully and diligently, in accord with the highest management and professional standards required of this position, according to his best abilities, and will use his utmost endeavors to promote the interests of Employer.

All employees of this Authority shall report to Employee, either directly or through their supervisors. Employee, in turn, shall report to the Board or its designated representative or representatives, at regular and special meetings and any other designated times concerning plant operations and maintenance; budget and expenditures; permit compliance; financial, legal, and engineering matters; applications for connections; relationships with the NJDEP municipal governments, and the Somerset County government; communications with all consultants, suppliers, and any other parties having legitimate business with the Employer.

Employee will also be responsible for direction, leadership and guidance for the office staff and the operating and maintenance groups, who are responsible for record keeping, communications, and the proper operation and maintenance of the plant.

3. **COMPENSATION:** The fixed rate of salary to be paid by Employer to Employee shall be the gross amount of \$173,003.52 per year, payable \$3,326.99 per week on Thursday of each week for Employee's service during the previous week, ending 12 midnight on Sunday, for the duration of this agreement; provided, however, that payment for any partial week of service shall be only that proportionate part of the weekly salary as determined in accord with the relationship that the period of service for that week shall bear to the entire week; and provided further, that on or about the end of the first twelve months, Employer and Employee may negotiate for a change in salary to be applicable and mutually acceptable for the second twelve months. Such action may also be taken by the parties at the end of each subsequent twelve month period.

4. **FRINGE BENEFITS:** Employer will provide to Employee those fringe benefits, such as pension funding, hospitalization and medical insurance, paid vacations, paid sickness absences, and similar benefits, all in accord with and computed in the same manner as Employer's provision from time to time during the term of this Agreement to and with its employees generally. The Employee shall receive five (5) weeks vacation time. Employee shall be granted the use of an Authority owned vehicle for all job-related duties including transportation to and from his home.

5. **BUSINESS EXPENSES:** Reasonable and necessary business and travel expenses incurred by Employee on behalf of Employer during the term of this agreement will be reimbursed to Employee upon an accounting thereof by Employee, all in accord with the normal expense reimbursement policies and procedures established by Employer and applicable to its employees generally, or from time to time specially permitted by the Board.

6. **TERMINATION:** Anything in this agreement to the contrary notwithstanding, this Agreement shall terminate immediately upon the death of Employee and this agreement may be terminated respectively by Employer or Employee prior to its expiration date as follows:

A. **By Employer:** The employment of Employee under this Agreement, and the term hereof, may be terminated by Employer for cause at any time. For purposes hereof, the term "cause" shall mean (i) Employee's (a) fraud, felonious conduct or dishonesty or (b) willful conduct or gross negligence in the performance of his duties hereunder; or (ii) Employee's breach of any material provision of this Employment Agreement. Notice of Termination shall be in writing served personally upon Employee and, upon written request of Employee, a hearing on the termination shall be held within thirty (30) days of the date of the Notice. At such hearing Employee shall be entitled to representation of counsel. The Board retains the right of suspension of duties, with pay, during such thirty (30) day period. Termination will take place sixty (60) days after the findings of the hearing are completed and a two-thirds (2/3) vote by the Authority's Board of Commissioners to terminate employment.

B. **By Employee:** For any reason, provided sixty (60) days written notice is served upon the Chairman or the Secretary of the Authority.

7. **CESSATION OF OBLIGATIONS:** Upon the expiration of this Agreement, or upon its earlier termination under Paragraphs 6 A & B, as the case may be, salary shall be payable and fringe benefits shall be provided only through the effective date of such expiration or termination, apportioned as appropriate for a partial calendar month, and upon such effective date all obligations of the Employer shall cease and no claim or claims shall be asserted thereafter by Employee except for salary, cost of benefits, or expense reimbursements, payable under this Agreement and arising prior to such effective date, or payable thereafter under Paragraph 8.

8. **EMPLOYMENT AFTER EXPIRATION:** Unless this Agreement shall be terminated prior to its expiration date, it shall automatically renew for five (5) years unless either party has served upon the other written notice not less than ninety (90) days prior to said expiration date that it shall not be renewed or that a new Agreement is desired and must be negotiated. In such instance, such negotiation must take place and be completed within forty-five (45) days of the termination date of this Agreement and failure to agree within such time period will cause this Agreement to remain in full force and effect for the following twelve (12) months.

9. **NON-WAIVER OF RIGHTS:** The failure, at any one or more times, of either the Employer or the Employee to assert any right or claim under this Agreement, including the right to terminate this Agreement, shall at no time be deemed a waiver of any such right or claim arising thereafter for similar cause.

10. **FULL AGREEMENT:** The terms and conditions contained in this Agreement supersede all prior oral or written understandings and representations by the Employer and constitute the entire agreement between the parties concerning the subject matter. This agreement shall not be modified or amended except by a writing signed by both parties and authorized by Employer's Board.

11. **ASSIGNMENT PROHIBITED:** This Agreement is for the personal services of Employee for the Employer and any assignment of the responsibilities or obligations of this Agreement, in whole or in part, by either party shall be void and ineffective.

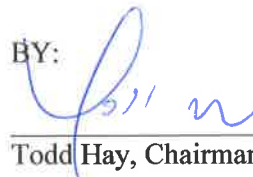
12. **SEVERABILITY:** All agreements and covenants contained herein are severable, and in the event any of them, with the exception of those contained in paragraphs 1 and 3, shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

13. **CHOICE OF LAW:** The construction, interpretation and performance of this Agreement shall be governed by the law of the State of New Jersey.

ATTEST:


Joseph Lufrieri, Secretary
[Seal]

EMPLOYER:

BY: 
Todd Hay, Chairman

WITNESS:



EMPLOYEE:


Ronald Salvatore Anastasio