

Approved 9/16/10

EWMA.

EMPLOYMENT AGREEMENT

FILE COPY

This Agreement, made this 16th day of September, 2010 between the East Windsor Municipal Utilities Authority (EWMUA), with offices at 7 Wiltshire Dr., East Windsor New Jersey ("Employer") and Richard A. Brand,

WITNESSETH: in consideration for the hiring of the Employee by the EWMUA, the parties hereby agree as follows:

1. Employment/Probationary Period. Effective September 23, 2010, pursuant to EWMUA Resolution #____, Employee shall commence employment as the Executive Director of the EWMUA, and shall fulfill all of the duties and responsibilities of that position, as directed by the EWMUA Board, as described in this Agreement, and to be set forth in a job description to be annexed hereto as Schedule A. Employee agrees to devote full business time, attention, energies and best efforts to the performance of said duties and responsibilities. Notwithstanding any provisions in the EWMUA *Personnel Policy Manual* to the contrary, Employee is expected to devote whatever time is necessary to discharge his duties and responsibilities as Executive Director and, as an exempt employee, is not subject to the work schedule provisions set forth in the *Personnel Policy Manual*.

This position has a six (6) month probationary period. During the probationary period, Employee will be eligible for the same benefits as other employees, subject to any mandatory waiting period; and vacation time will accrue, but may only be granted if approved by the EWMUA Board. Upon satisfactory completion of the probationary period, i.e., on March 22, 2011, unless otherwise extended, Employee will be considered a regular employee and shall be entitled to benefits to the same extent as other employees, subject to any modifications set forth in this Agreement.

2. Term. Employee acknowledges that he is an at-will employee, and that this Agreement shall continue until terminated by either party as described in Paragraph 5 of this Agreement.
3. Compensation. Employee shall receive a starting base salary at the annualized rate of One Hundred Thousand Dollars (\$100,000.00). If Employee satisfactorily completes the probationary period described in Paragraph 1 of this Agreement, Employee's base salary will be increased by 3%, (three thousand dollars [\$3,000.00]) at that time. Any further changes in salary shall be at the discretion of the EWMUA Board. Employee's salary shall be paid during the term of Employee's employment in accordance with EWMUA policy. In addition to the base salary, Employer may (but is not obligated to) pay a bonus from time to time to its employees. When paid, the amount of any bonus shall be in the sole discretion of Employer.
4. Benefits.
 - a. Health Plan. Employee and his dependants, if any, shall be eligible to choose from one (1) of the health benefit plans available to all employees of

EWMUA. The EWMUA may modify health benefit coverage as it may deem appropriate.

- b. Sick Time. Employee will accrue one (1) sick day at the end of each month of completed service, up to a maximum of twelve (12) sick days per year. Employee will be eligible to begin using sick time sixty (60) days after the date of hire. Sick time can be taken in increments of one hour. Any other matters concerning sick time shall be in accordance with the *EWMUA Personnel Policy Manual*.
 - c. Vacation. Notwithstanding any provisions in the *EWMUA Personnel Policy Manual* to the contrary, Employee shall be eligible for three (3) weeks of vacation time, provided that no more than two (2) weeks may be taken consecutively.
5. At-Will Employment. Employee recognizes that he is an at-will employee and that the EWMUA may terminate the employment relationship at any time, with or without cause. Similarly, the Employee may terminate his employment at any time upon giving 2 weeks prior notice to the EWMUA. The Employee also acknowledges that only a majority of the EWMUA Board has the authority to modify or extend this Agreement.
6. Employee Representations. Employee represents that there are no legal restrictions preventing him from entering into this Agreement or being employed by the EWMUA. Employee also acknowledges that employment is contingent upon providing the EWMUA with legally required proof of identity and authorization to work in the United States.
7. Exempt Employee/Attendance at EWMUA Board Meetings. As a result of his managerial and supervisory responsibilities, Employee is not eligible for overtime under the Fair Labor Standards Act. As the Executive Director of the EWMUA, Employee's attendance is required at all meetings of the EWMUA Board. No overtime or additional compensation will be provided to Employee as a result of attending the EWMUA Board meetings, or any other official meetings or functions as required by the Board.
8. Professional Licenses and Training. Employee must keep current and up-to-date all professional licenses required for the fulfillment of his duties and responsibilities at the EWMUA. Employee is also encouraged to take advantage of relevant professional conferences, seminars and training opportunities. Employer shall pay for necessary professional license fees and relevant conferences and seminars. Employee shall advise the Board in advance of any such attendance.
9. Cellular Telephone/On-Call. Employee is required to carry a cellular telephone and be "on-call" at all times when he is not at work, including, but not limited to, nights, weekends and holidays. Employer will provide Employee with a cellular telephone to be used for official business only. Employee is not eligible for a salary adjustment or stipend for being "on-call."

10. Motor Vehicle. Employee shall use his own personal motor vehicle to commute to and from home and work and shall not be reimbursed for mileage or gasoline for this commute. Employer shall make an EWMUA motor vehicle available to Employee for business use when Employee arrives at work. All EWMUA motor vehicles are to be used for official business only and shall not be used for any personal use. When using an EWMUA motor vehicle, Employee is expected to exercise care, see to required maintenance, and follow all operating instructions, safety standards, and guidelines.
11. Part-Time Employment. Employee shall be permitted to continue his part-time position with the Belmar Borough Water Department so long as, in the opinion of the Board, it does not interfere with the discharge of his duties as required in paragraph 1 of this Agreement.
12. Confidentiality. Employee acknowledges that during the course of his employment, he will have access to and may obtain, develop or learn of confidential information. Employee agrees that he shall hold such confidential information in strictest confidence and that Employee shall not at any time, during or after the conclusion of his employment with Employer, or in any manner, either directly or indirectly, use (for his own benefit or otherwise), divulge, disclose or communicate to any unauthorized person, firm or corporation in any manner whatsoever any confidential information.
13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.
14. Enforceability. In the event of a breach, or threatened breach, of this Agreement, Employer shall have the right to pursue any and all remedies available to it at law or in equity, including but not limited to, obtaining an injunction prohibiting any further breach. Any remedies or rights arising from a breach, or threatened breach, of this Agreement shall be in addition to and without prejudice to any other rights or remedies otherwise available to the parties.
15. Waiver. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver or the relinquishment of any rights or powers hereunder.
16. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed delivered when delivered in person or received by U.S. Mail at the following addresses:

Employer:

East Windsor Municipal Utilities Authority
7 Wiltshire Drive
East Windsor, New Jersey 08520-1297

With Copy to:

Edwin W. Schmierer, Esq.

Mason, Griffin & Pierson, PC
101 Poor Farm Road
Princeton, New Jersey 08540

Employee:

Richard A. Brand

17. Entire Agreement/Amendments. This Agreement contains the sole and entire agreement between the parties and shall supersede all prior agreements (whether oral or written) between the parties as of the effective date hereof. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of the Agreement, or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein. This Agreement may be amended only by an agreement in writing signed by each of the parties, upon approval by a majority of the EWMUA Board. Matters not specifically covered in this Agreement shall be governed by the EWMUA *Personnel Policy Manual*, as it may be amended from time to time by the Board.
18. Severability. It is the intention of the parties that all provisions of this Agreement shall be enforced to the fullest extent permitted by the laws and public policies of the State of New Jersey, and that the unenforceability of any part of this Agreement shall not render unenforceable the remainder of this Agreement. Accordingly, if any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, then such term, condition or provision shall be deemed modified and shall be enforced to the extent permitted by such court and the validity and enforceability of the remainder of the contract shall not be affected.
19. Legal representation. Employee acknowledges that Employer has advised Employee that Employee should consult with an attorney prior to signing this Agreement. Employee represents that he has consulted with, or has had the opportunity to consult with, an attorney of his own choosing prior to signing this Agreement.

IN WITNESS WHEREOF Employer and Employee have executed this Agreement as of the day and date first written above.

EAST WINDSOR MUNICIPAL UTILITIES
AUTHORITY

Richard A. Brand

By: _____
Linda Moore, Chair

Witness:

Attest:

Steven Kurs, Secretary