

EMPLOYMENT AGREEMENT BETWEEN
THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
AND
JOHN CLIFFORD, CHIEF FINANCIAL OFFICER
OCTOBER 11, 2021 THROUGH OCTOBER 10, 2026

This Agreement made on this 23rd day of June, 2021

BY AND BETWEEN

The Brick Township Municipal Utilities Authority
1551 Highway 88 West
Brick, New Jersey 08724
(Hereinafter referred to as "Authority")

AND:

John Clifford
2308 Raymond Drive
Northfield, New Jersey 08225
(Hereinafter referred to as "Mr. Clifford")

WITNESSTH

WHEREAS, the Authority has heretofore created the position of Chief Financial Officer, pursuant to Statute, and is desirous of employing a suitable person to function on its behalf in this position; and

WHEREAS, Mr. Clifford is qualified for the position; and

WHEREAS, the Authority and Mr. Clifford desire to set forth the terms and conditions of his employment as Chief Financial Officer; and

WHEREAS, Mr. Clifford represents to the Authority that he currently possesses a Certified Municipal Finance Officer Certification (hereinafter referred to as "CMFO") which the Authority requires of its Chief Financial Officer; and

WHEREAS, effective October 11, 2021, this employment contract will replace and supersede all prior employment contracts between the parties hereto. Signatures on this contract

constitute an assent to a rescission of any and all prior contracts as well as agreement to the terms herein.

NOW, THEREFORE, in consideration of the salary to be paid and other good and valuable consideration, and the mutual promises, covenants, representations and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. The Authority does hereby employ, engage and hire Mr. Clifford as Chief Financial Officer and Mr. Clifford does hereby accept and agree to such hiring, engagement and employment. Mr. Clifford shall perform all of those duties customarily required of a Chief Financial Officer in a similar situation, including, but not limited to, all duties imposed by statute, codes, regulations and directives of the Authority and the Chairman and Commissioners of the Authority to the extent that they are consistent with applicable laws. Duties and responsibilities of the Chief Financial Officer are as set forth in the Administrative Code of The Brick Township Municipal Utilities Authority and as amended from time to time.

Mr. Clifford shall at all times faithfully, industriously, and to the best of his ability, experience and talent, perform all of the duties that may be required of and from him pursuant to the expressed and implicit terms hereof, to the reasonable satisfaction of the Authority.

Mr. Clifford will conduct all of his activities as Chief Financial Officer in accordance with all state, local and federal guidelines, regulations and laws.

2. The terms of the within Agreement shall commence on October 11, 2021 and terminate on October 10, 2026, subject, however, to prior termination as hereinafter provided.
3. The term of this agreement shall be for five (5) years commencing October 11, 2021 and terminating on October 10, 2026.
4. The Authority shall pay Mr. Clifford, and Mr. Clifford agrees to accept from the Authority in full payment for his services under this Agreement, a salary as follows:

Effective October 11, 2021	\$139,614.48
Effective October 11, 2022	\$143,104.84 (2.5% increase)
Effective October 11, 2023	\$146,682.46 (2.5% increase)
Effective October 11, 2024	\$150,349.52 (2.5% increase)
Effective October 11, 2025	\$154,108.25 (2.5% increase)

Any compensation paid pursuant to this Agreement shall be payable at such times and pursuant to standard Authority payroll procedures.

Mr. Clifford shall also be entitled to the following benefits as provided by the Supervisory Group Agreement that is in effect, to wit: Holidays; Vacation Time Earned; Vacation Pay on Termination; Vacation Accrual; Sick Leave; Personal Leave; Maternity Leave; Leave pursuant to Worker's Compensation; Military Leave of Absence; and The Benefit Plans.

Mr. Clifford shall not be entitled to any other benefits provided in the Supervisory Group Agreement including but not limited to salary. The only salary of Mr. Clifford shall be as listed above in this Paragraph 4.

5. Mr. Clifford shall attend to all business of the Authority as necessary to perform his duties as Chief Financial Officer. His hours shall not necessarily be coincidental with the normal hours of the office staff. It is contemplated by both parties hereto that the duties of the Chief Financial Officer will require attendance at evening meetings and other meetings from time to time outside of Brick Township.
6. Mr. Clifford shall report to and execute all policy decisions and directives of the Executive Director and shall confer with the Executive Director on all matters involving operational and policy decisions other than day-to-day mechanical decisions.
7. During the term of the Agreement, Mr. Clifford shall devote his full time and efforts to the business of the Authority and shall not have any other position of employment with any other person, firm or organization.
8. The Authority agrees to provide Mr. Clifford with necessary and competent legal assistance of the Authority's choosing and insurance sufficient to indemnify Mr. Clifford against any loss or any claim by any person or entity, whether professional or personal, which may arise from the performance of his duties as they relate to his employment at the Authority. The Authority shall not be responsible for indemnification of Mr. Clifford for any acts or omissions constituting a crime, actual fraud, actual malice or willful misconduct nor acts or omissions outside the scope of his employment.
9. If Mr. Clifford willfully breaches or habitually neglects the duties that he is required to perform as Chief Financial Officer under this Agreement, the Authority may at its option, terminate this Agreement by giving written notice of termination to Mr. Clifford without prejudice to any other remedy to which the Authority may be entitled either at law, in equity, or under this Agreement. In the event of such termination, Mr. Clifford shall not be entitled to further compensation as of the date of termination.

The parties further agree that this Agreement will terminate upon the death of Mr. Clifford.

10. Notwithstanding anything in this Agreement to the contrary, the Authority is hereby given the option to terminate this Agreement in the event that during the term of this Agreement, Mr. Clifford shall become permanently disabled, as the term is hereinafter defined. Such

option shall be exercised by the Authority giving notice to Mr. Clifford by certified mail, return receipt request, addressed to 2308 Raymond Drive, Northfield, New Jersey 08225, or such other address as Mr. Clifford shall designate in writing, of its intention to terminate this Agreement two (2) weeks from the date the notice is mailed. For the purposes of this Agreement, Mr. Clifford shall be deemed to have become permanently disabled if during the balance of the term of this Agreement, because of ill health, physical or mental disability or for other causes beyond his control, he shall have been continuously unable or unwilling or have failed to perform his duties hereunder for 120 consecutive days, or if during the balance of the term of this Agreement, he shall have been unable or unwilling or have failed to perform his duties for a total period of 150 days, either consecutive or not.

Mr. Clifford's earned sick, vacation and personal leave time shall not be counted towards either the 120 day nor the 150 day total.

11. In the event that Mr. Clifford desires to terminate this Employment Agreement, he must provide the Authority with sixty (60) days notice of his intention to so terminate this Agreement.
12. Mr. Clifford represents to the Authority that he currently possesses a Certified Municipal Finance Officer Certification and all necessary certificates to act as Chief Financial Officer in the State of New Jersey. If at any time during the term of this Agreement Mr. Clifford's Certified Municipal Finance Officer Certification and/or the certifications required to act as Chief Financial Officer are revoked, terminated or suspended, this Agreement shall be null and void as of the date of the revocation, termination or suspension.
13. The Authority hereby reserves onto itself as its management prerogatives and rights all of the terms and conditions of employment not specifically set forth herein.
14. The parties hereto further agree that in the event that the Authority shall discontinue operating as the result of a lawful dissolution of the Authority, then this Agreement shall cease and terminate as of the last day in which the Authority ceases operations. Mr. Clifford shall be entitled to be paid his salary to the date in which the Authority ceases operations, together with any accumulated benefits to which he may be entitled as an employee of the Authority.
15. Mr. Clifford further specifically agrees that he will not at any time, in any form or manner, either directly or indirectly, divulge, disclose or communicate to any person or entity in any manner whatsoever, any information of any kind, nature or description concerning any matters affecting or relating to the business of the Authority which would be deemed confidential. A breach of the terms in this Paragraph is a material breach of the Agreement and will subject Mr. Clifford to termination.

16. This Agreement is exclusive to Mr. Clifford and because of his unique experience and qualifications is non-assignable.
17. All records, charts and files concerning Authority projects shall belong to and remain the property of the Authority. Upon termination of this Agreement for any reason whatsoever, Mr. Clifford shall deliver to the Authority all property of the Authority including but not limited to all records, charts and files concerning Authority projects.
18. 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 acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein.
19. It is further agreed that no waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless, in writing, and duly executed by the Authority and Mr. Clifford. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties hereto arising out of or affecting the Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as set forth herein.
20. This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Courts of the State of New Jersey and venue shall be in Ocean County.
21. Mr. Clifford shall not engage in any political activities or discussions with or in the presence of employees or staff of the Authority while functioning in his capacity as Chief Financial Officer of the Authority on any premises or site upon which Authority activities are authorized.
22. The effective date of this Agreement shall be the date upon which it is executed by the last party to sign same and it shall be the obligation of the party to insert the date and deliver the copies of the Agreement to all parties who are signatories hereto.
23. Failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.
24. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect.
25. NOTICES. All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail,

return receipts requested, to the parties hereto at the addresses stated on the first page of this contract.

26. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. BENEFIT. This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY


MICHAEL BLANDINA, Secretary


THOMAS C. CURTIS, Chairman

Dated: 6/23/21


Witness


JOHN CLIFFORD

Dated: 6/23/21

Adopted Under Resolution No. 51-21 Adopted 6/23/21.

RESOLUTION NO. 51-21

THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

June 23, 2021

A RESOLUTION APPOINTING THE CHIEF FINANCIAL OFFICER

WHEREAS, the Brick Township Municipal Utilities Authority (hereinafter referred to as the "Authority") has a need for the services of a qualified person to perform the assigned function of Chief Financial Officer; and

WHEREAS, the John Clifford, the existing Chief Financial Officer's contract expires on October 10, 2021; and

WHEREAS, the Authority found that John Clifford has performed well and is best qualified for the position; and

WHEREAS, the Authority desires to enter into an Employment Agreement with John Clifford commencing October 11, 2021 for a five (5) year term subject to the terms and conditions of an Employment Agreement to be prepared by the Authority;

NOW, THEREFORE, BE IT RESOLVED this 23rd day of June, 2021, by the Brick Township Municipal Utilities Authority as follows:

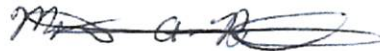
1. The Authority hereby appoints John Clifford as its Chief Financial Officer for a term of five (5) years commencing October 11, 2021 subject to an Employment Agreement to be executed by John Clifford and the Authority.

2. A copy of this Resolution shall be forwarded by the Administrative Secretary of the Authority to the following:

- (a) Thomas C. Curtis, Chairman;
- (b) Chris A. Theodos, PE, PP, CME, CPWM, CFM, Executive Director;
- (c) Nicholas C. Montenegro, Esquire; and
- (d) John Clifford, C.F.O.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Brick Township Municipal Utilities Authority at a meeting held on the 23rd day of June, 2021, a quorum being present and voting in the majority.



Michael Blandina, Authority Secretary