

EMPLOYMENT AGREEMENT BETWEEN
THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
AND
CHRIS A. THEODOS, EXECUTIVE DIRECTOR

JULY 1, 2021 THROUGH JUNE 30, 2026

This Agreement made on this 28th day of January, 2021

BY AND BETWEEN

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

AND:

Chris A. Theodos
P.O. Box 765
Ocean Gate, NJ 08740
(Hereinafter referred to as "Mr. Theodos")

WITNESSTH

WHEREAS, the Authority has heretofore created the position of Executive Director, pursuant to N.J.S.A. 40:14B-18, and is desirous of employing a suitable person to function on its behalf in this position; and

WHEREAS, Mr. Theodos is well qualified for the position; and

WHEREAS, N.J.S.A. 40:14B-18 provides that the Authority may appoint and employ an Executive Director and it shall determine his qualifications, terms of office for periods not to exceed five years, duties and compensation and enter into contracts therefore; and

WHEREAS, effective July 1, 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; and

WHEREAS, the Authority and Mr. Theodos desire to set forth the terms and conditions of his employment as Executive Director.

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. Theodos as Executive Director and Mr. Theodos does hereby accept and agree to such hiring, engagement and employment.

Mr. Theodos shall perform all of those duties customarily required of an Executive Director 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. The job description attached hereto as "Exhibit A" generally sets forth the nature of Mr. Theodos's duties and responsibilities;

Mr. Theodos 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. Theodos will conduct all of his activities as Executive Director in accordance with all state, local and federal guidelines, regulations and laws.

2. The terms of the within Agreement shall commence on July 1, 2021 and terminate on June 30, 2026, subject, however, to prior termination as hereinafter provided.
3. The Authority shall pay Mr. Theodos, and Mr. Theodos agrees to accept from the Authority in full payment for his services under this Agreement, a salary as follows:

Effective July 1, 2021	\$181,908.36
Effective July 1, 2022 (3.0% Increase)	\$187,365.61
Effective July 1, 2023 (2.5% Increase)	\$192,049.75
Effective July 1, 2024 (2.5% Increase)	\$196,850.99
Effective July 1, 2025 (2.5% Increase)	\$201,772.26

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

Mr. Theodos shall also be entitled to all benefits generally established for Authority supervisory employees that are in effect including but not limited to any health, major medical and dental benefits through the Authority. Mr. Theodos shall be entitled to sick, personal and vacation time, specifically 30 vacation days and 3 personal days per annum effective at the time of entering into this agreement.

Mr. Theodos shall be entitled to the use of a vehicle owned and maintained by the Authority. Mr. Theodos's use of said vehicle shall be limited to official business of the Authority and shall not be used for any personal use.

4. Mr. Theodos shall attend to all business of the Authority; however, his hours shall not necessarily coincide with the normal work hours for the office staff. It is contemplated by both parties that the

duties of Executive Director will require attendance at evening meetings and attendance at other meetings from time to time outside of Brick Township.

5. Mr. Theodos shall have the power to delegate authority to all Authority employees and he shall have the obligation and duty to coordinate all activities of the Authority and all work efforts of its employees. In furtherance of this responsibility, and to the extent permitted by law, Mr. Theodos shall have the right to employ, discipline, suspend and terminate Authority employees subject to the approval of the Chairman and/or the Authority within the guidelines and budgets set by the Commissioners of the Authority.
6. Mr. Theodos shall follow and execute all policy decisions or directives made by the Commissioners of the Authority and shall confer with and acquire approval of the Commissioners on all matters involving major operational or policy decisions prior to their implementation. In this regard, Mr. Theodos shall have authority over all operational aspects of the Authority's business and shall be directly responsible to the Commissioners for the manner in which he executes this responsibility. An outline of the main duties of Mr. Theodos as Executive Director is listed on "Exhibit A" which is attached hereto and made a part hereof.
7. During the term of the Agreement, Mr. Theodos 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. Theodos with necessary and competent legal assistance of the Authority's choosing and insurance sufficient to indemnify Mr. Theodos 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.
9. If Mr. Theodos willfully breaches or habitually neglects the duties that he is required to perform as Executive Director under this Agreement, the Authority may at its option, terminate this Agreement by giving written notice of termination to Mr. Theodos 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. Theodos 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. Theodos.

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. Theodos shall become permanently disabled, as the term is hereinafter defined. Such option shall be exercised by the Authority giving notice to Mr. Theodos by certified mail, return receipt request, addressed to P.O. Box 765, Ocean Gate, New Jersey 08740, or such other address as Mr. Theodos 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. Theodos 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. Theodos earned sick, vacation and personal leave time shall not be counted towards either the 120 day or 150 day total.

11. In the event that Mr. Theodos 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. Theodos represents to the Authority that he currently possesses a valid, appropriate New Jersey Engineering Certification allowing him to act as an engineer in the State of New Jersey. If at any time during the term of this Agreement Mr. Theodos' Engineering Certification is revoked or terminated, this Agreement shall be null and void as of the date of the revocation or termination. In addition to the State of New Jersey Engineering Certification, Mr. Theodos also currently possesses other valid professional registrations, professional certifications and professional associations as listed on "Exhibit B" which is attached hereto and made a part hereof.

Mr. Theodos may attend conferences and seminars required in order for him to maintain his New Jersey Engineering Certification. Said conferences and seminars related to maintaining said New Jersey Engineering Certification and other professional registrations, professional certifications and professional associations as listed on "Exhibit B", shall be paid by the Authority.

13. Anything herein contained to the contrary notwithstanding, 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 which the Authority ceases operations. Mr. Theodos 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.

14. Mr. Theodos 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. Theodos to termination.

15. The Authority hereby reserves unto itself as its management prerogatives and. rights all of the terms and conditions of employment not specifically set forth herein.

16. This Agreement is exclusive to Mr. Theodos and because of his unique experience and qualifications is non-assignable.
17. All records, charts and files concerning Authority projects shall belong and remain the property of the Authority. Upon termination of this Agreement for any reason whatsoever, Mr. Theodos 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 supercede 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. Theodos. 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. Theodos 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 Executive Director 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.

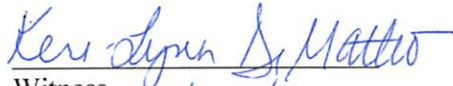
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST

THE BRICK TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY


MICHAEL BLANDINA, Secretary
Dated: 1/28/21


THOMAS C. CURTIS, Chairman


Witness
Dated: 1/28/21


CHRIS A. THEODOS

Adopted Under Resolution No. 05-21

Adopted 1/28/21

EXHIBIT A

EXECUTIVE DIRECTOR

Principal Duties and Responsibilities

The Executive Director is responsible for the general overall supervision and direction of all functions of the Authority.

The Executive Director shall perform, but shall not be limited to, the following major duties:

1. Implement policies and directives as developed by the Commissioners of The Brick Township Municipal Utilities Authority.
2. Act as the Authority's Executive Officer.
3. Supervise all revenue and expenditure operations including all operations of the Division of Payroll and Personnel in conjunction with the Chief Financial Officer.
4. Act as liaison between the Authority and:
 - A. All Federal, State and all governmental Agencies having jurisdiction over the Authority's activities
 - B. The Mayor and Council of the Township of Brick of the Authority's water and sewer systems.
 - C. The legal, fiscal, and technical consultants to the Authority
 - D. The General Public
 - E. All local governmental agencies with which the Authority is currently under agreement with pursuant to a shared service agreement or is currently negotiating shared service agreements.
5. Represent the Authority at public meetings, before the news media, and before civic and private groups as directed by the Commissioners.
6. Review and approve all reports, plans and specifications submitted to the Authority by its various consultants
7. Recommend for payment various vouchers submitted to the Authority.
8. Maintain a continuing review and analysis of the fiscal condition of the Authority.
9. Coordinate the necessary procedures to be followed for obtaining loans, grants, and/or other

appropriate financing as necessary for the development, construction, and operation of the Authority's systems.

10. Review periodically the organizational structure of the Authority's staff and personnel policies and make appropriate recommendations.
11. Act as overall supervisor of the Authority staff
12. Recommend for adoption such measures as he may deem necessary and proper for the efficient, economical, and lawful administration of the affairs of the Authority.
13. In the event of an unresolved issue of opinion between a Director and the Executive Director on any subject affecting the Authority, said issue shall be brought to the attention of the Authority's Committee in charge of that topic by the Executive Director prior to the Authority taking any action with regard to said subject.
14. The Executive Director is responsible to and shall report directly to the Board of Commissioners.

EXHIBIT B

CHRIS A. THEODOS

PROFESSIONAL REGISTRATIONS:

PE - Licensed Professional Engineer, New Jersey No. 29658

PP – Licensed Professional Planner, New Jersey

PROFESSIONAL CERTIFICATIONS:

CME – Certified Municipal Engineer No. 0148
New Jersey Society of Municipal Engineers, Inc.
New Jersey Municipal Engineering Institute

NJDEP Underground Storage Tank Certification No. E0000134

Certified Diplomate in Forensic Engineering –
Council of Engineering Specialty Boards (CESB)

CPWM – New Jersey Certified Public Works Manager No. 0523

CFM – ASFM Certified Floodplain Manager US-06-01902

PROFESSIONAL ASSOCIATIONS:

National Society of Professional Engineers
New Jersey Society of Municipal Engineers

National Academy of Forensic Engineers
American Society of Civil Engineers
New Jersey Association for Floodplain Management
Ocean County Society of Professional Engineers
Association of State Floodplain Managers
New Jersey Society of Professional Engineers

RESOLUTION NO. 05-21

THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

January 28, 2021

A Resolution Appointing the Executive Director

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 Executive Director; and

WHEREAS, Chris A. Theodos, the existing Executive Director's term, shall expire June 30, 2021; and

WHEREAS, the Authority found that Chris A. Theodos has performed well and is best qualified for the position; and

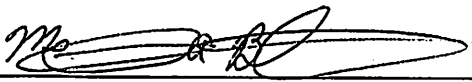
WHEREAS, the Authority desires to enter into another Employment Agreement with Chris A. Theodos, commencing July 1, 2021 for a five (5) year term subject to the terms and conditions of an Employment Agreement to be prepared by the Authority.

NOW, THEREFORE, BE IT RESOLVED this 28th day of January, 2021, by the Brick Township Municipal Utilities Authority as follows:

1. The Authority hereby appoints Chris A. Theodos as its Executive Director for a term of five (5) years commencing July 1, 2021 subject to an Employment Agreement to be executed by Chris A. Theodos and the Authority
2. A certified 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, P.E., P.P., C.M.E., C.P.W.M., C.F.M.
 - C. John Clifford, C.F.O.
 - D. Nicholas C. Montenegro, Esquire

CERTIFICATION

I hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Brick Township Municipal Utilities Authority, County of Ocean, State of New Jersey, held on January 28, 2020 a quorum being present and voting in the majority.



Michael Blandina, Authority Secretary