

EMPLOYMENT AGREEMENT
BETWEEN
THE FRANKLIN TOWNSHIP SEWERAGE AUTHORITY
AND
JOSEPH DANIELSEN (AMENDED)

THIS AGREEMENT, made this 15 day of October, 2020, by and between Joseph Danielson (hereinafter referred to as "Joseph Danielson" or "Danielson") and the Franklin Township Sewerage Authority (hereinafter referred to as the "FTSA"), a governmental entity created pursuant to the laws of the State of New Jersey.

WITNESSETH THAT:

WHEREAS, by a Resolution of the Board of Commissioners of the FTSA, Danielson was appointed to the position of Special Projects Manager at the FTSA. By a further Resolution of the Board of Commissioners of the FTSA, Danielson was appointed to the position of Executive Director (Interim). Such appointment was subject to the successful negotiation and execution of an Employment Agreement as to Executive Director (Interim) (hereinafter referred to as "Agreement") by and between the FTSA and Danielson, as well as other items listed below; and;

WHEREAS, the Board, upon the adoption of the above-referenced Resolution, authorized the negotiation of another Employment Agreement for the additional position of Executive Director (Interim) consistent with the terms hereof; and,

WHEREAS, the FTSA and Danielson have agreed upon all of the terms and conditions hereinafter set forth in connection with the appointment of Danielson by the FTSA; and,

WHEREAS, the FTSA and Danielson desire to reduce their understandings and these terms and conditions to this formal Agreement.

NOW, THEREFORE, the FTSA and Danielsen intend to be legally bound and do hereby agree as follows:

1. Position. The FTSA will employ Danielsen as the Executive Director (Interim), as well as Special Projects Manager, with the FTSA. Such appointments shall be subject to all of the provisions of all applicable laws. Subject to the supervision and pursuant to the orders and directions of the FTSA Board of Commissioners (if applicable) and in accordance with the job description promulgated by the FTSA for the positions of Executive Director (Interim) and Special Projects Manager, as may be amended from time to time, Danielsen shall perform all the duties prescribed for such position pursuant to the applicable FTSA job descriptions, as well as the FTSA Personnel Policies, as may be amended from time to time, as well as those duties specifically assigned by the Chairman of the FTSA Board of Commissioners and/or the FTSA Board of Commissioners (if applicable) from time to time.

2. Term of Agreement. Subject to any specific provisions of this Agreement to the contrary, Danielsen is an "employee at will" and shall serve in the capacity of Executive Director (Interim) and Special Projects Manager until he either leaves the employ of the FTSA or the FTSA Board of Commissioners ends his service with the FTSA, except that this Agreement shall exist through June 30, 2021 and shall not automatically renew without a new Agreement. Danielsen must provide at least thirty (30) calendar days' notice of his leaving the FTSA's employ, which may be shortened by FTSA Board of Commissioners.

3. Manner and Performance of Special Projects Manager's Duties. Danielsen agrees that he will, at all times during this Agreement, abide by all of the provisions of all applicable State, County and local statutes, laws, rules and regulations and the provisions of Section #1 above. Danielsen will also perform all of the duties of the positions of Executive Director (Interim) and Special Projects Manager in a faithful and industrious manner, pursuant to

the express and/or implicit terms of this Agreement and all applicable statutes, laws, rules and regulations.

4. **Manner and Performance of Executive Director (Interim) Duties.** Danielson agrees that he will at all time during his Agreement, abide by all of the provision of all applicable State, County and local statutes, laws, rules and regulations. Danielson will also perform all of the duties of the position of Executive Director (Interim) in a faithful and industrious manner, pursuant to the express and/or implicit terms of this Agreement and all applicable statutes, laws, rule and regulations.

5. **Compensation.** For the entire period of this Agreement, Danielson shall receive, retroactive to July 1, 2020, an annual compensation of One Hundred Ten Thousand Dollars (\$110,000.00) per year, less all applicable deductions, except as noted below, payable according to the normal and customary payroll schedule of the FTSA. If Danielson does not work a full calendar year for the FTSA, he shall be entitled to a pro-rata share of his annual salary, based on the number of pay periods worked as the Executive Director (Interim) and Special Projects Manager. The Board reserves the right to address the compensation amount prior to the execution of any subsequent agreement for Danielson in either or both of the above-captioned positions.

6. **Benefits:** It is agreed that Danielson shall be entitled to receive all of the benefits and privileges that may, from time to time, be provided by the FTSA to its full-time, non-union employees. Danielson shall be eligible to have pension contributions (if applicable) and/or §401(k) contributions taken from his paycheck. Danielson shall be permitted to make employee contributions to a tax deferred savings plan and have the payments deducted from his compensation received from the FTSA. The FTSA further agrees to provide Danielson with the same medical, dental, prescription, vision, hospitalization and major medical insurance, if any,

otherwise provided to its non-union employees, as the same may from time to time be modified and/or altered. Danielsen shall also be subject to all of the provisions of Chapter 78, P.L. 2011.

7. Hours of Employment.

A. Danielsen shall devote at least thirty-five (35) hours per a seven (7) day calendar week to working in his duties as Executive Director (Interim) and Special Projects Manager at the FTSA. This shall not include any and all Board meetings and/or any other evening/weekend meetings that Danielsen shall either have to attend or may be asked to attend by the FTSA Board Chairman and/or the FTSA Board of Commissioners (if applicable).

B. Since Danielsen is a currently an elected member of the New Jersey State General Assembly, he is entitled to the provisions of N.J.S.A. 40A:9-7.2, which permits Danielsen to be given time off from the FTSA, without loss of pay, during the period of his attendance at regular or special sessions of the Legislature and hearings or meetings of any legislative committee or commission. Danielsen shall not be permitted during his work hours with the FTSA to engage in any legislative duties and/or any other duties/obligations of his position in the General Assembly other than Leadership meetings and that set forth above.

8. Non-Applicability of Overtime. Danielsen and the FTSA agree that the Executive Director (Interim) and Special Projects Manager's positions are exempt position from any hour requirements found under Federal and/or State law; and, accordingly, Danielsen will not be paid any overtime or any other compensation whatsoever beyond that explicitly stated in this Agreement.

9. Paid Leave Days. According to Authority Policy, personal days are calculated during the period of June 1st and the following May 31st. According to Authority Policy, vacation days are allocated between the employee's anniversary date, which is February 15th for Danielsen. Based on same, Danielsen is entitled to four (4) personal days between the period of

June 1, 2020 and May 31, 2021, less any personal day(s) already taken during this period. For the period of June 1, 2021 through June 30, 2021, Danielsen shall be entitled to one-half (1/2) of a personal day. Any unused personal day shall not be carried over nor paid for. As to vacations, Danielsen shall be entitled to ten (10) vacation days for the period of February 15, 2020 through February 14, 2021, less any vacation days already taken. Danielsen may carry over up to five (5) unused vacation days into the February 15, 2021 to June 30, 2021 period, if Danielsen receives prior written approval of the FTSA Board Chairman; said request for carry over must be given to the Board Chairman, in writing, no later than January 15, 2021. Danielsen shall be entitled to three and three-quarter (3.75) vacation days for the period of February 15, 2021 and June 30, 2021. If Danielsen does not work for the full periods set forth above, he shall receive a pro-rata share of such leave(s). Danielsen will be eligible for Family Leave (State), Family Medical Leave (Federal) and/or military leave on a pro-rata basis subject to his eligibility to receive same. Danielsen shall receive sick days in accordance with the FTSA Personnel Policy Manual. Danielsen shall not be compensated for any unused sick, personal and/or vacation days upon departure from the Authority's employ. The taking of any time off is subject to the written request for same and written approval by the Chairman of the FTSA Board of Commissioners.

10. Reimbursement of Expenses. Subject to the prior written approval of the Chairman of the FTSA Board of Commissioners, Danielsen shall be reimbursed for all reasonable expenses incurred specifically on behalf of the FTSA as per FTSA expense reimbursement policy. Mileage for any official trips outside the Township of Franklin shall be compensated at the applicable IRS rates. Receipts and proof of expenses shall be submitted monthly in writing to the FTSA, with all required backup.

11. Termination of Agreement. The FTSA may terminate this Agreement at any time herein for any reason whatsoever and without any recourse/response by Danielsen or his

representative in any judicial, quasi-judicial, administrative and/or other forum, as modified below. Termination for cause shall be immediate upon written notice. Termination without cause shall require thirty (30) calendar days' notice to Danielsen. Danielsen shall be entitled to compensation through the balance of the Agreement term, for pay and pension only if terminated by the FTSA before June 30, 2021. The Board shall give written notice of "Intention Not to Renew" this Agreement to Danielsen no less than sixty (60) calendar days prior to the Agreement's expiration date. Cause shall be at the sole purview of the FTSA Board of Commissioners or designee.

12. Termination by Employee. Danielsen shall provide a minimum of thirty (30) calendar days' notice of his intention to resign/retire from the positions of Executive Director (Interim)/Special Projects Manager and shall assist the FTSA in any transition work required to assist a replacement Special Projects Manager. The FTSA may waive any and/or all of the thirty (30) calendar days' notice by a formal action of the FTSA Board of Commissioners.

13. Non-applicability of other Policies/Agreements.

A. Danielsen agrees and acknowledges that the following below is not applicable to his position:

Any collective bargaining agreement between the FTSA and any recognized bargaining group/association.

B. If there is a dispute between the language of this Agreement and the FTSA Personnel Policy Manual, the provisions of this Agreement shall take precedence.

14. Relationships. Danielsen shall have no employment (paid and/or unpaid) relationship (including but not limited to consulting work) in any capacity with any vendor, contractor, employee, designee, representative, assign, officer and/or official doing business with and/or employed by the FTSA in any capacity whatsoever.

15. Training. Danielsens shall be entitled to attend classes, seminars, training and/or retraining sessions or any other education programs directly related to his position/duties as Executive Director (Interim). Attendance at any and/or all of these sessions must receive the prior written approval of the FISA Chairman or designee.

16. Annual Performance Evaluation. The FTSA shall endeavor to devote a portion of either the March 2021 and/or April 2021 FTSA Board meeting to discuss the working relationship between Danielsens and the FTSA, which shall include an annual performance valuation of Danielsens's performance as Executive Director (Interim). Said performance evaluation shall be to collectively review the progress of the FTSA in reaching goals set collaboratively by the Board of Commissioners and Danielsens and to establish goals for the forthcoming period. Nothing herein shall prevent the Chairman of the FTSA and/or the Board of Commissioners from addressing Danielsens's performance and desired goals at such other times as it shall determine.

17. Entire Agreement. This Agreement contains the sole and entire Agreement between Danielsens and the FTSA and shall supersede any and all other Agreements between Danielsens and the FTSA as it relates to the positions of Executive Director (Interim) and Special Projects Manager. There are no other agreements, representations and/or warranties, whether they be express or implied, except as set forth in this Agreement. This Agreement supersedes any prior Agreements between Danielsens and the FTSA. This Agreement may not be canceled, changed, modified or amended orally. No change, modification or amendment hereof shall be effective or binding unless in a written instrument signed by Danielsens and the FTSA, at which time this Agreement shall cease to exist pursuant to the provisions of this Agreement.

18. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom the same is applicable.

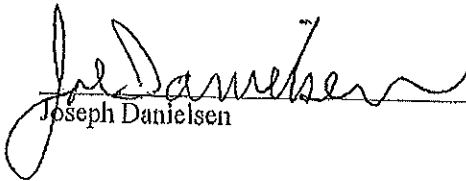
19. Controlling Law. All of the terms, conditions and other provisions of this Agreement shall be interpreted and governed by the laws of the State of New Jersey.

20. Interpretation and Severability. If any term or provision of this Agreement shall, to any extent, be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and each remaining term and provision of this Agreement should be valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties have hereto, by the signatures of their duly authorized representatives and officers, executed this Agreement on the dates set forth herein.

ATTEST:

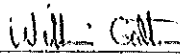
JOSEPH DANIELSEN


Joseph Danielson

Dated: 10-15-2020

ATTEST:

FRANKLIN TOWNSHIP SEWERAGE AUTHORITY


William Galtieri, Chairman

Dated: 10/22/2020