

EMPLOYMENT AGREEMENT

BETWEEN

THE FRANKLIN TOWNSHIP SEWERAGE AUTHORITY

AND

JOSEPH DANIELSEN

THIS AGREEMENT, made this 3rd day of March, 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. Such appointment was subject to the successful negotiation and execution of an Employment Agreement (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 an Employment Agreement 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 Danielson intend to be legally bound and do hereby agree as follows:

1. **Position.** The FTSA will employ Danielsen as a Special Projects Manager with the FTSA. Such appointment 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 Executive Director (if applicable) and/or Chairman of the FTSA Board of Commissioners and/or FTSA Board of Commissioners and in accordance with the job description promulgated by the FTSA for the position of 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 description, as well as the FTSA Personnel Policies, as may be amended from time to time, as well as those duties specifically assigned by the Executive Director (if applicable) and/or the Chairman of the FTSA Board of Commissioners and/or the FTSA Board of Commissioners 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 Special Projects Manager until he either leaves the employ of the FTSA or the FTSA Board of Commissioners ends his service with the FTSA. 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. The FTSA Board of Commissioners may end Danielsen’s service at any time for any reason or no reason at all.

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 position of 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. **Compensation.** For the entire period of this Agreement, Danielsens shall receive an annual compensation of Ninety Thousand Dollars (\$90,000.00) per year, less all applicable deductions, except as noted below, payable according to the normal and customary payroll schedule of the FTSA. If Danielsens 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 Special Projects Manager.

5. **Benefits:** It is agreed that Danielsens 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. Danielsens shall be eligible to have pension contributions (if applicable) and/or §401(k) contributions taken from his paycheck. Danielsens 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 Danielsens 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. Danielsens shall also be subject to all of the provisions of Chapter 78, P.L. 2011.

6. **Hours of Employment.**

A. Danielsens shall devote at least forty (40) hours per week to working in his duties as Special Projects Manager at the FTSA. This shall not include any and all Board meetings and/or any other evening/weekend meetings that Danielsens shall either have to attend or may be asked to attend by the Executive Director (if applicable) and/or by the Chairman of the FTSA Board of Commissioners and/or the FTSA Board of Commissioners.

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 that set forth above.

7. **Non Applicability of Overtime.** Danielsen and the FTSA agree that the Special Project's Manager's position is an 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.

8. **Paid Leave Days.** Danielsen shall receive _____ personal days and five (5) paid vacation days for calendar year 2020, with Danielsen being unable to use said vacation leave until he has completed six (6) months of employment with the FTSA. Starting on January 1, 2021, Danielsen will be entitled to ten (10) paid vacation days and _____ personal days. Annual shall be defined as the period of January 1st through December 31st of any calendar year, except for calendar year 2020, which shall be defined as March 1st through December 31st. Said Personal days shall not be carried over if unused; unused vacation days may be carried over and/or paid for if and only if same is in accordance with FTSA personnel/employment policies governing non-union employees. If Danielsen does not work a full calendar year, he shall receive a pro-rata share of such leaves. 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 though he will not be compensated for any such days upon departure from employment or due to his death or disability. The taking of any time off is subject to the written request to and written approval by the Executive Director and/or Chairman of the FTSA Board of Commissioners.

9. **Reimbursement of Expenses.** Subject to the prior written approval of the Executive Director (if applicable) or 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.

10. **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.

11. **Termination by Employee.** Danielsen shall provide a minimum of thirty (30) calendar days' notice of his intention to resign/retire from the position of 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.

12. **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.

13. **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.

14. **Entire Agreement.** This Agreement contains the sole and entire Agreement between Danielsen and the FTSA and shall supersede any and all other Agreements between Danielsen and the FTSA as it relates to the position of Special Projects Manager. There are no agreements, representations and/or warranties, whether they be express or implied, except as set forth in this Agreement. 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 Danielsen and the FTSA. This Agreement shall cease to exist pursuant to the provisions of this Agreement.

15. **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.

16. **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.

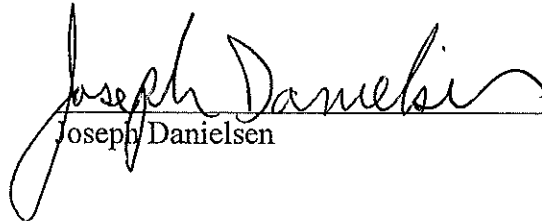
17. **Interpretation and Severability.** If any term or provision of this Agreement shall, to any extent, be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and each remaining term and provision of this Agreement should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

Dated: 3-3-2020

ATTEST:



FRANKLIN TOWNSHIP SEWERAGE AUTHORITY


William Galtieri, Chairman

Dated: 3/3/2020