

ADDENDUM 2 TO EMPLOYMENT AGREEMENT

By and among the Union County Utilities Authority (“UCUA”) and Daniel P. Sullivan (“EMPLOYEE”).

1. Paragraph 2 of the Agreement (a copy of which is attached hereto) of which this Addendum shall hereby become a part, is modified and shall be replaced in its entirety as follows:

“2. Term - The term of this AGREEMENT shall be for a period of five (5) years effective September 10, 2014. After the expiration of this AGREEMENT, this AGREEMENT may, by mutual consent of the EMPLOYER and EMPLOYEE, may continue on a month-to-month basis or upon such other terms and conditions as EMPLOYER and EMPLOYEE may mutually agree. Notwithstanding anything else to the contrary contained herein, the EMPLOYEE may, at his sole option, terminate this AGREEMENT upon reasonable notice to the EMPLOYER, such notice to be not less than forty-five (45) days.”

2. Paragraph 3(A) of the Agreement of which this Addendum shall hereby become a part, is modified and shall be replaced in its entirety as follows:

“A. Annual Compensation – Effective September 10, 2014, and during the remainder of the term of this Agreement, EMPLOYEE shall be compensated at the annual rate of Ninety-Four Thousand Dollars and Zero Cents (\$94,000.00) per annum. Nothing contained herein shall be construed to prohibit outside activities by the EMPLOYEE, including but not limited to concurrent employment with the Union County Improvement Authority and any other concurrent employment, for profit, recreation, public service, or of a religious or charitable nature, which do not unreasonably conflict with or interfere with the duties hereunder. “

3. This Addendum 2 shall supersede the provisions of Addendum 1 to the Agreement. No other modifications to the terms of the Agreement are authorized by this Addendum 2, other than those set forth in Paragraph 1 and 2 above. All other terms of the Agreement shall remain in full force and effect.
4. This Addendum shall become effective only upon execution by all parties hereto. It is understood, however, that the Agreement and this Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same Agreement and Addendum.

ATTEST:

UNION COUNTY UTILITIES AUTHORITY

By: -----

DATED:

ATTEST:

EMPLOYEE

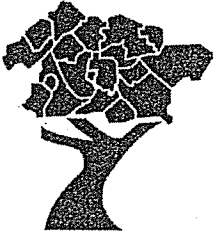
Suman Daselva

By: *Daniel P. Sullivan*

DANIEL P. SULLIVAN

DATED:

9/10/14



UNION COUNTY UTILITIES AUTHORITY

1499 Routes 1 & 9, North, Rahway, New Jersey 07065

(732) 382-9400

FAX (732) 382-5862

RESOLUTION NO.: 86-2012

DATED: November 28, 2012

RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT WITH DANIEL P. SULLIVAN FOR THE POSITION OF EXECUTIVE DIRECTOR.

APPROVED AS TO FORM:

Joseph C. Bodek
Clerk of the Authority

By:

APPROVED AS TO SUFFICIENCY OF FUNDS

YES [] NO [] NONE REQUIRED
UNION COUNTY UTILITIES AUTHORITY

By:

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Badri</i>	1		1				
<i>Eastman</i>	1		1				
<i>Erdos</i>	1		1				
<i>Huff</i>	1		1				
<i>Kennedy, Secretary</i>	1		1			1	
<i>Kulish</i>	1		1				1
<i>People, Treasurer</i>	1		1				
<i>Kahn, Vice Chairman</i>	1		1				
<i>Jackus, Chairman</i>	1		1				
<i>Bonanno, Alternate No. 1</i>	1						
<i>Lombardo, Alternate No.2</i>	1						

RESOLUTION NO.: 86-2012

DATED: November 28, 2012

**RESOLUTION OF THE UNION COUNTY UTILITIES
AUTHORITY AUTHORIZING THE EXECUTION OF AN
EMPLOYMENT AGREEMENT WITH DANIEL P. SULLIVAN
FOR THE POSITION OF EXECUTIVE DIRECTOR.**

WHEREAS, the County of Union, New Jersey (the "County") has previously developed the Union County District Solid Waste Management Plan (the "Plan") in accordance with the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. (the "Act") for the purpose of managing the disposal and/or recycling of solid waste generated or disposed-of in the County; and

WHEREAS, the County Board of Chosen Freeholders has designated the Union County Utilities Authority (the "Authority"), in accordance with the Act, as the implementing agency for the Plan; and

WHEREAS, the Authority is authorized by N.J.S.A. 40:14B-18 to appoint and employ a Secretary, an Executive Director, managerial personnel, technical advisors and experts, professional employees, persons who shall render professional services, and such other employees as it may determine necessary for its efficient operation, determine their qualifications, terms of office, for periods not to exceed five (5) years, duties and compensation and enter into contracts therefore, for periods not to exceed five (5) years, such contracts being exempt from public bidding pursuant to N.J.S.A. 40A:11-5; and

WHEREAS, in carrying out its role, it is in the Authority's best interest to retain experienced personnel to develop and implement an effective and comprehensive solid waste and/or recycling enforcement program, to coordinate the program(s) with the other operational programs at the County and the Authority, and to maintain the efficient operation of the Union County Resource Recovery Facility; and

WHEREAS, Article IV of the Authority's duly adopted By-Laws provides that the Authority may employ an Executive Director to act as Chief Operating Officer of the Authority and to perform such other duties as designated by the Authority; and

WHEREAS, Daniel P. Sullivan, was appointed the Executive Director by resolution of the Board of Commissioners on April 18, 2012 for a period of five (5) years commencing April 19, 2012 and terminating April 18, 2017; and

WHEREAS, the Personnel, Procurement and Insurance Committee has reviewed the qualifications and work product of Mr. Sullivan since his August 17, 2011 appointment as the Authority's Interim Executive Director, and his subsequent appointment as Executive Director of the Authority on April 18, 2012; and

WHEREAS, after consultation with the Authority's General Counsel and Labor Counsel, the Personnel, Procurement and Insurance Committee further recommends that the Authority, in recognition of the significant contributions made by Mr. Sullivan to the Authority, approve the attached Employment Agreement between the Authority and Employee for the position of Executive Director.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Union County Utilities Authority as follows:

- 1) The above recitals are incorporated herein as if fully set forth at length.
- 2) This Board hereby authorizes the Chairman to execute the Employment Agreement attached hereto on behalf of the Authority, memorializing the terms of the Authority's April 18, 2012 appointment of Mr. Sullivan as its Executive Director.
- 3) This Resolution shall take effect immediately.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("AGREEMENT") is made and entered into this 09 day of November, 2012 between the UNION COUNTY UTILITIES AUTHORITY, a public body politic and corporate, established pursuant to N.J.S.A. 40:14B-1 et seq., as amended, with its principal office located at 1499 Routes 1 & 9 North, Third Floor, Rahway, New Jersey 07065 ("EMPLOYER") or ("Authority"), and, DANIEL P. SULLIVAN, domiciled at 976 Edgewood Road, Elizabeth, New Jersey 07208 ("EMPLOYEE").

WHEREAS, the EMPLOYER is empowered by N.J.S.A. 40:14B-18 to appoint and employ a Secretary, an Executive Director, managerial personnel, technical advisors and experts, professional employees, persons who shall render professional services, and such other employees as it may determine necessary for its efficient operation, determine their qualifications, terms of office, for periods not to exceed five (5) years, duties and compensation, and enter into contracts therefore, for periods not to exceed five (5) years, such contracts being exempt from public bidding pursuant to N.J.S.A. 40A:11-5; and

WHEREAS, Article IV of the duly adopted By-Laws of the EMPLOYER provide that the EMPLOYER may employ an Executive Director to act as Chief Operating Officer of the Authority and to perform such other duties as designated by the EMPLOYER; and

WHEREAS, Daniel P. Sullivan, was appointed the Executive Director by resolution of the Board of Commissioners on April 18, 2012 for a period of five (5) years commencing April 19, 2012 and terminating April 18, 2017; and

WHEREAS, the Personnel, Procurement and Insurance Committee has reviewed the qualifications and work product of the EMPLOYEE since his August 17, 2011 appointment as the Authority's Interim Executive Director, and his subsequent appointment as Executive Director of the Authority on April 18, 2012; and

WHEREAS, after consultation with the Authority's General Counsel, the Personnel, Insurance and Procurement Committee further recommends that the Authority, in recognition of the significant contributions made by Mr. Sullivan to the Authority, approve this EMPLOYMENT AGREEMENT between the Authority and Employee for the position of Executive Director, as set forth herein below.

IT IS THEREFORE AGREED that in return for the mutual promises given and received herein, that the EMPLOYER hereby agrees to employ the EMPLOYEE as its Executive Director and the EMPLOYEE hereby accepts employment on the terms and conditions hereinafter set forth:

1. Duties - The EMPLOYEE- shall serve as the EMPLOYER'S Executive Director and shall devote the time and skill reasonably necessary to perform the duties of the position as currently defined in Article IV, § 4 of the EMPLOYER'S By-Laws which reads and which is incorporated herein by reference: "The Executive Director shall be the Chief Operating Officer of the Authority and perform such duties as are designated from time to time by the Authority." The EMPLOYEE'S duties shall be commensurate with this management position and shall include, without limitation, the following: The EMPLOYEE shall be the Chief Executive of the Authority; shall report to the Commissioners of the Authority; and shall be the liaison to the Board of Chosen Freeholders and Municipal Officials as well as the primary contact for the press. The EMPLOYEE'S duties shall further include, without limitation, the management of, and having overall supervisory responsibility for, the day-to-day operation of the Authority and its staff; the performance of the planning and policy functions of the Authority; the coordination of activities of engineering, legal and other consultants; and the negotiation and administration of contracts and permit conditions. The EMPLOYER may add or delete such duties to EMPLOYEE'S regular duties, by resolution in the event of a temporary change, or, in the event of a permanent change by amendment of the EMPLOYER'S By-Laws, as are reasonably required in the interest of EMPLOYER'S business and the public interest.

2. Term - The term of this AGREEMENT shall be for a period of five (5) year(s), commencing April 19, 2012 and expiring as of 11:59 p.m. on April 18, 2017. On or before April 18, 2016, the EMPLOYER shall notify the EMPLOYEE, in writing, with regard to its intent to renew the AGREEMENT for an additional period. Nothing herein shall be construed to prevent the EMPLOYER and the EMPLOYEE from extending the term of this AGREEMENT at any time prior to its expiration. At the time the EMPLOYER notifies EMPLOYEE of its intent to renew, or at any time thereafter, the EMPLOYER may grant EMPLOYEE an increase in the compensation set forth in Paragraph 3(A) below, for such additional period. EMPLOYEE will have a period of sixty (60) days from notification of intent to renew to notify the EMPLOYER that he accepts the offer to renew this AGREEMENT upon such terms as have been offered by EMPLOYER. In the event that the EMPLOYEE does not accept the offer of renewal within sixty (60) days such offer will be rescinded with no further action required and the AGREEMENT will expire in accordance with its terms.

After the expiration of this AGREEMENT, this AGREEMENT may, by mutual consent of the EMPLOYER and EMPLOYEE, continue on a month-to-month basis or upon such other terms and conditions as EMPLOYER and EMPLOYEE may mutually agree. Notwithstanding anything else to the contrary contained herein, the EMPLOYEE may, at his sole option, terminate this AGREEMENT upon reasonable notice to the EMPLOYER, such notice to be not less than forty-five (45) days prior to such termination.

3. Compensation -- The EMPLOYER shall pay, and the EMPLOYEE shall accept as full consideration for the services to be rendered hereunder, compensation as follows:

A. Annual Compensation - Upon the commencement of and during the term of this Agreement, EMPLOYEE shall be compensated at the annual rate of One Hundred Fifty Thousand Dollars (\$150,000.00) per annum.

B. Deductions - EMPLOYEE'S salary shall be paid in weekly installments, less all appropriate deductions for taxes, pension and any other required contribution.

C. Pension - The EMPLOYER shall take any and all actions necessary for EMPLOYEE'S enrollment and continuance in the New Jersey Public Employees' Retirement System ("PERS"), including but not limited to making the EMPLOYER'S required contributions commensurate with EMPLOYEE'S salary and payment of all premiums for life insurance and death benefits in accordance with the program available to members of PERS.

D. Health Insurance - EMPLOYEE shall receive not less than the same health, major medical, dental and other benefits including life insurance as are provided to all employees employed by the Authority, subject to such changes in said benefits as may be provided to those employees during the term of this AGREEMENT.

E. Vacation, Holidays, Compensatory Time and Personal Days - EMPLOYEE shall receive not less than the same level of vacation, holidays, compensatory time, personal days, and the accrual and compensation therefore, as are provided to employees employed by the Authority, subject to such changes in said benefits as may be provided to said employees during the term of this AGREEMENT, but in any event not less than twenty (20) vacation days. Notwithstanding the foregoing, unused vacation days accrued during a given year up to a maximum of ten (10) days may be carried over into the next succeeding year by the EMPLOYEE but must be used in either that year or the next succeeding year (*i.e.*, unused vacation days must be used within the period of two (2) years from the year in which the days have accrued).

F. Sick Leave - The EMPLOYEE will be granted fifteen (15) sick days per year which will accumulate, if unused, for use during any personal disability or for any other purpose authorized under any State or Federal law or regulation. EMPLOYER will permit EMPLOYEE to transfer his earned and unused sick leave from his prior employment with the New Jersey Division of Motor Vehicles ("DMV") upon receipt of an authorized satisfactory certification and accounting of such earned and unused sick leave from the DMV.

4. Professional Assistance - EMPLOYER shall provide EMPLOYEE with a private office and such clerical, technical and professional services and assistance as may be reasonably necessary to the performance of EMPLOYEE'S duties hereunder and suitable to his position, including, but not limited to, the assignment utilization of a full-time, competent and efficient secretary.

5. Reimbursement of Expenses - From time-to-time, the EMPLOYER, in accordance with established policies, may approve certain reasonable expenditures to be made by the EMPLOYEE related to his duties hereunder, as well as the EMPLOYEE'S participation in professional memberships, and attendance at seminars, professional meetings and other events, in furtherance of EMPLOYEE'S position as Executive Director and/or as otherwise productive or beneficial to EMPLOYER and/or the operation of the Resource Recovery Facility or the solid waste management system generally, sponsored by the League of Municipalities, the Union County Chamber of Commerce, the National Association of Counties, the Association of Environmental Authorities, the Air and Waste Management Association, the Solid Waste Association of North America and such other associations. Upon being presented by the EMPLOYEE with an itemized accounting of reasonable authorized expenses incurred by him, the EMPLOYER shall reimburse EMPLOYEE for such reasonable authorized expenses.

6. Indemnification - EMPLOYER shall indemnify, defend (including attorney's fees and costs), and hold EMPLOYEE harmless for any claim(s) arising from an act or omission of the EMPLOYEE or any act or omission by the EMPLOYER, its members, employees and representatives within the scope of the performance of EMPLOYEE'S duties, to the extent and subject to the requirements and limitations imposed by law, as well as the conditions set forth in Article VIII of the EMPLOYER'S By-Laws, as amended from time-to-time, but in no case to a less extent than that existing on the date this AGREEMENT was approved and which is incorporated herein by reference.

7. Termination - EMPLOYEE shall not be disciplined, discharged, reduced in compensation, or deprived of any emolument under this AGREEMENT, without just cause.

The termination of the EMPLOYEE'S employment shall be deemed to have been for "Cause" if termination of his employment shall have been the result of:

A. The death of the EMPLOYEE, in which case this AGREEMENT shall terminate immediately;

B. The commission by the EMPLOYEE of an act of moral turpitude, an act or acts of dishonesty on the part of the EMPLOYEE, or the EMPLOYEE'S conviction under the laws of this State of an offense involving dishonesty or of a crime of the third degree or above or under the laws of another state or of the United States of an offense or a crime which, if committed in this State, would be such an offense or crime; or of an offense touching upon EMPLOYEE'S office, position or employment within the meaning of the State Public Office Forfeiture Law, N.J.S.A. 2C:51-2;

C. The continued failure by the EMPLOYEE to substantially perform his duties with the EMPLOYER for a period of thirty (30) days after a demand for substantial performance is delivered to the EMPLOYEE in the form of a resolution adopted by the Authority's Board of Commissioners which specifically identifies the manner in which the EMPLOYEE has not substantially performed his duties; and/or

D. The mutual agreement of the parties hereto.

8. Waiver of Breach - The failure of either party to require the performance of any term or condition of this AGREEMENT shall not prevent a subsequent enforcement of any such term or be deemed to be a waiver of any subsequent breach. The non-breaching party shall not be deemed to have waived any breach of the other party nor any of the non-breaching party's rights attributable to that breach, unless the non-breaching party executes a specific, dated, written waiver.

9. Assignment - EMPLOYEE'S rights and obligations under this AGREEMENT may not be assigned to any other person or entity without the express written consent of the EMPLOYER.

10. Governing Law - The terms and conditions of this AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

11. Notices - Any notice required or desired to be given under this AGREEMENT shall be given in writing and be sent by certified mail to his residence, in the case of the EMPLOYEE, which is 976 Edgewood Road, Elizabeth, New Jersey 07208 or to its principal office, in the case of the EMPLOYER, attention Comptroller, Union County Utilities Authority, 1499 Routes 1 & 9 North, Third Floor, Rahway, New Jersey 07065. Any changes to these addresses must be sent to the other party in accordance with the terms and conditions of this Paragraph 11.

12. Entire Agreement - This instrument contains the entire agreement of the parties respecting the employment of EMPLOYEE, and there are no other representations, warranties, or commitments concerning such employment, except as set forth herein. This AGREEMENT may be amended only by written instrument executed by the parties hereto. This AGREEMENT, upon its execution by all parties, shall supersede any previous agreement(s) entered into by and between the EMPLOYER and EMPLOYEE.

13. Savings Clause - Should any valid federal or state law or final determination of any court or administrative agency affect any provision of this AGREEMENT, the provision or provisions so affected shall be automatically conformed to the law or determination or stricken if required and otherwise the AGREEMENT shall continue in full force and effect.

IN WITNESS WHEREOF, EMPLOYER has by its authorized representative, signed and affixed its seal and EMPLOYEE has signed this AGREEMENT.

ATTEST:

UNION COUNTY UTILITIES AUTHORITY

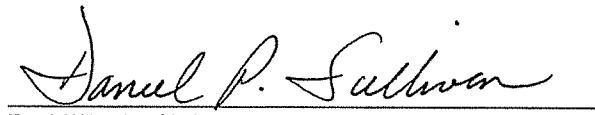
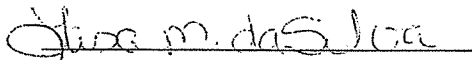


EDWARD JACKUS
CHAIRMAN, BOARD OF COMMISSIONERS

Dated: _____

ATTEST

EMPLOYEE



DANIEL P. SULLIVAN

Dated: 11/29/2012

ADDENDUM 1 TO EMPLOYMENT AGREEMENT

By and among the Union County Utilities Authority, ("UCUA") and Daniel P. Sullivan, ("EMPLOYEE").

1. Paragraph 3(A) of the Agreement (a copy of which is attached hereto) of which this Addendum shall hereby become a part, is modified and shall be replaced in its entirety as follows:

"A. Annual Compensation – Effective August 21, 2013, and during remainder of the term of this Agreement, EMPLOYEE shall be compensated at the annual rate of One Hundred Fifty-Three Thousand Dollars (\$153,000.00) per annum."

2. No other modifications to the terms of the Agreement are authorized by this Addendum 1, other than those set forth in paragraph 1 above. All other terms of the Agreement shall remain in full force and effect.

3. This Addendum shall become effective only upon execution by all parties hereto. It is understood, however, that the Agreement and this Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Agreement and Addendum.

UNION COUNTY UTILITIES AUTHORITY

ATTEST:

Lisa M. da Silva
DATED: Aug 21, 2013

By: Edward J. Jackus
EDWARD JACKUS
CHAIRMAN, BOARD OF COMMISSIONERS

EMPLOYEE

ATTEST:

Daniel P. Sullivan
DATED: 8/21/13

By: Daniel P. Sullivan
DANIEL P. SULLIVAN