



STERLING LAW FIRM

400 High Street, Ste A
Burlington City, New Jersey 08016
Tel: (609) 526-2333 Fax: (609) 526-2331
yvette@ysterlinglaw.com www.ysterlinglaw.com

May 9, 2011

Leslie London, Esq.
McManimon & Scotland
1037 Raymond Blvd., Suite 400
Newark, NJ 07102

Re: David Ervin
Your client: P.M.U.A.

Dear Ms. London:

I have reviewed the terms of Mr. Ervin's Employment Agreement and have also taken into consideration our discussion held last week, Wednesday, May 4, 2011 regarding this matter. During our discussion, we had identified that Mr. Ervin is not leaving his position of Assistant Executive Director of the P.M.U.A. of his entire free will. Clearly circumstances exist that hindered and eroded his ability to carry out his management position.

While the statement that was prepared and distributed March 2011, declared that it was a mutual parting, it is obvious based upon the various statements to the press, the failure to effectively provide he and Mr. Watson the necessary personnel and support that it is apparent, Mr. Ervin was forced out of his position. Accordingly, he should be awarded the full benefits of his Employment Agreement. In addition the Agreement does not have any provisions that specifically speak to this sort of separation, so **Section 3.3** should be the determining section as all other sections dealing with this clearly does not apply. Ultimately this is the decision of the Township. Accordingly, due to the foregoing, the following is Mr. Ervin's demand based upon the Employment Agreement.

By Paragraphs;

2.1. Provides Mr. Ervin a starting salary of \$124,432.88 with a minimum of four 4% per year increase. Accordingly, Mr. Ervin is requesting all the merit increases to which he would have been entitled. Therefore, payment of his salary through the end of the contract period, December 31, 2012 would be **\$194,112.00**

2. 2. Gives Mr. Ervin twenty accumulated paid sick days, per year. Accordingly, he is entitled to cash out all his unused sick days paid up to the end of the contract period

years. Thus payment to the end of the contract period for sick days would be 19 days per year for a total of **\$9,457.00**

2.4. As Mr. Ervin would be entitled to cash payment for his thirty days vacation for per year of the Agreement, he desires to cash out all his remaining vacation days through the duration of the contract period. The total to December 31, 2012 would be 28 days per year for a total of **\$13,936.00**

2.6. Mr. Ervin is also seeking full retirement benefits as if he had worked until the end of his contract period.

2.10. Mr. Ervin is requesting that all benefits including medical and dental insurance be paid by the PMUA and continues for the duration of the contract period and up to six months post contract period.

3.2. Mr. Ervin would be entitled to his full salary for the duration of the contract period up until December 31, 2012. In addition he would be entitled to one month severance pay for each year of service, which would be in addition to his full salary benefits. Therefore, he requests that those be awarded him based upon his years of service and the manner in which he is leaving the employ of the PMUA. His total severance would be **\$161,760.00**

Current unpaid Benefits:

In addition Mr. Ervin is currently owed 28 days for unpaid vacation pay as of 6/30/2011 for a total of **\$14, 434.00**

The current balance owed him for his unpaid or unused allotted sick time pay is for 94 days for a total of **\$46,787.00**. For a total of **\$61,221.011**

The total amount being requested based upon the Agreement for Severance pay without the currently owed vacation and sick pay benefits accrued and unpaid is **\$379,265.00**.

With the Unpaid accrued time up to the end of the contract period the grand total would be **\$440,386.00**

It is not Mr. Ervin's intent to burden the P.M.U.A.; however, he does believe that contractually he is entitled to the full benefits agreed to in the Agreement. Mr. Ervin understands the pressures and the need for a smooth transition for the effective running of the P.M.U.A. His goal of course is to facilitate this change. Accordingly, he is willing once these negotiations are completed to assist the PMUA as a consultant. The terms of which can be agreed upon by mutual consent. Such support will commence immediately after the end of this agreement and will continue until it such reasonable time in which to accomplish the proper transition.

Please enlighten me regarding the P.M.U.A.'s position. Of course the severance package being demanded can be paid over a period of time up to the end of the contract period. If you have any further questions or concerns, please do not hesitate to contact our office.

Very truly yours,
STERLING LAW FIRM

/S/ Yvette Sterling
By: Yvette C. Sterling, Esq.
YCS/ycs

Cc: David Ervin