

**SALEM COUNTY IMPROVEMENT AUTHORITY
RESOLUTION 2022-98-A
NOVEMBER 10, 2022**

**RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE ENTRY INTO AN EMPLOYMENT AGREEMENT
WITH AN EXECUTIVE DIRECTOR**

WHEREAS, the Salem County Improvement Authority ("SCIA") requires the services of a qualified, Executive Director; and

WHEREAS, the position has been held by the current Executive Director, Julie Acton; and

WHEREAS, SCIA, after careful consideration and deliberation has determined that the current Executive Director, Julie Acton, is the most qualified candidate to remain the Executive Director based on her education, background, past job performance and overall experience; and

WHEREAS, SCIA has determined it is in the best interests of the Authority and the public to re-negotiate the Executive Director's current contract terms and enter into a new three (3) year employment agreement with Julie Acton.

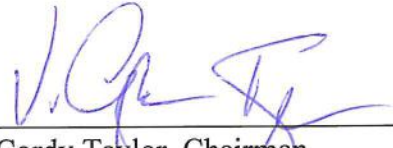
NOW THEREFORE BE IT RESOLVED, by the Salem County Improvement Authority Board that Julie Acton shall remain in her position as the Executive Director of SCIA, effective January 1, 2023, for a period of three (3) years, with a term to end on December 31, 2025; and

BE IT FURTHER RESOLVED that the Chairman of SCIA is hereby authorized to execute an employment agreement between SCIA and Julie Acton, in accordance with the employment agreement attached hereto and made a part of this Resolution, as Exhibit A.

ATTEST:



Barry Davis, Secretary

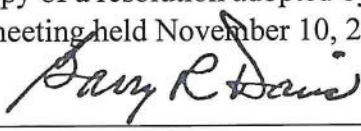


Cordy Taylor, Chairman

Dated: November 10, 2022

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority Board at their regular meeting held November 10, 2022.



Barry Davis, Secretary

*** RECORDED VOTE***

Recorded Vote				
Governing Body member:	Aye	Nay	Abstain	Absent
Cordy Taylor	✓			
Susan Bestwick	✓			
Lew Schneider	✓			
Barry Davis	✓			
Steven DiMatteo	✓			

**SALEM COUNTY IMPROVEMENT AUTHORITY
EMPLOYMENT FOR THE POSITION OF
EXECUTIVE DIRECTOR**

This Agreement ("Agreement") is made this ____ day of December 2022, between the Salem County Improvement Authority ("SCIA") and Julie A. Acton ("Employee").

In consideration of the mutual covenants and agreements herein contained, SCIA and Employee agree as follows:

1. **EMPLOYMENT.** Pursuant to the terms and conditions of this Agreement, SCIA agrees to employ Employee as its Executive Director and Employee agrees to serve as the Executive Director of SCIA and to render services to SCIA as set forth herein.
2. **TERM.** The term of this Agreement is for a three term from January 1, 2023, to December 31, 2025. This Agreement may be renewed for additional periods as determined by the Board.
3. **DUTIES.**
 - A. Employee shall work thirty-five (35) hours per week.
 - B. Employee shall work at the main office of the Authority as established by the Board, and/or at any other place or places as directed by the Board.
 - C. Employee shall report directly to and be accountable to the Board with respect to the performance of the duties set forth in the job description attached as Exhibit A and incorporated into this Agreement. Additional duties may be determined by the Board from time to time in its sole discretion.
 - D. Employee shall perform Employee's duties as Executive Director in accordance with the law of the State of New Jersey, and bylaws, rules, regulations and policies of the Authority, which have been or many be adopted by the Board from time to time in its sole discretion.
 - E. Employee shall not become employed at, accept appointment to, or otherwise provide services to any business or organization that does business with SCIA that may give rise to a conflict of interest as defined in SCIA's Conflict of Interest Policy (Policy 2.6).
 - F. Employee shall not have the authority to bind SCIA to any contracts, commitments or agreements without first obtaining the written consent of the Board, unless such agreement is specifically authorized by bylaws, policy or resolution adopted by the Board.
 - G. The Employee currently holds a Manager of Landfill Operations Certification (MOLO) through the Solid Waste Association of North America (SWANA). SCIA agrees to pay for the permit costs and time necessary for the Employee to maintain this certification by attending continuing education courses needed to maintain this certification.
 - G. Employee will also complete all duties and responsibilities attendant to the positions of OPRA Officer, Public Access Officer and any other titles as may be required.

4. **COMPENSATION**

A. **Salary.** Commencing with the Effective Date of the Agreement, the Employee shall receive an annual salary (Base Salary) of Fifty-Nine Thousand, Three Hundred, Forty-Two (\$59,342.40) Dollars and Forty Cents, which shall not be reduced below this amount during the term of this contract. The Base Salary shall be reviewed at least once each calendar year after the Effective Date and may be increased (but not decreased) at any time by action of the SCIA Board or any individual having authority to take such action in accordance with the SCIA's regular practices. The method and timing of payment shall be in accordance with SCIA payroll policies.

B. **Health Benefits.** Employee shall be entitled to participate in, and receive benefits under the SCIA health benefit plan and/or any other which may be in effect at any time during the course of her employment by SCIA and which shall be afforded to her specifically by the Board, or which shall generally be available to employees occupying positions of comparable status or responsibility, subject to the terms of such plans, programs or policies. Notwithstanding the foregoing, SCIA may, in its discretion, at any time and from time to time, change or revoke any of its employee health benefits plans, programs or policies and Employee shall not be deemed, by virtue of this Agreement, to have any vested interest in any such plans, programs or policies.

C. **Expenses.** The Employee shall be entitled to receive prompt reimbursement for all reasonable expenses, including but not limited to professional membership fees, organization dues, continuing education unit credits, mileage and toll reimbursement for authorized travel, business meeting costs, specialized personal protective equipment etc. incurred by the Employee in accordance with the policies and procedures of SCIA as in effect from time to time.

D. **Cellular telephone.** SCIA will reimburse Employee up to \$100.00 per month for a cellular telephone with business-class service with a voice and data plan of Employee's choice.

E. **Sick/Personal Leave.** Employee shall be entitled to 80 personal hours and 40 sick hours per year. Personal hours and sick hours maybe rolled over to the following calendar year. Any unused vacation, sick and personal time remaining at the conclusion of this Employment Agreement shall be paid out, as governed and/or limited by the laws of the State of New Jersey, at the time of the final pay.

F. **Vacation.** Employee shall get 80 hours of paid vacation for the first year of employment beginning January 1, 2023. Thereafter, Employee shall be entitled to such vacation time increases which shall generally be available to employees occupying positions of comparable status or responsibility, subject to the terms of such SCIA vacation policies.

G. **Vehicle.** Employee shall not receive an Authority vehicle.

H. **Holidays.** In the event the Employee's regularly scheduled work day falls on a holiday recognized by SCIA's Holiday Policy (6.1), Employee shall be entitled to compensation for that day and credit for the number of hours regularly worked on that day.

I. **Compensation. Time.** As an exempt employee, Employee is entitled to compensation ("Comp") time in accordance with SCIA policy on a one (1) hour for one (1) hour basis. Notwithstanding the above, except in emergency situations, Employee must obtain approval

from the Executive Committee of the SCIA Board of Directors, on at least 48 hours notice, prior to working the additional hours that would entitle the Employee to Comp time. Comp time earned may carry over for a period of 26 pay periods from the end of the calendar year in which they were earned, after which any earned and unused Comp time shall be paid at the time of the Employee's last pay check of the calendar year.

5. **INDEMNIFICATION.** SCIA shall defend, indemnify and hold Employee harmless from and against any claim, loss or cause of action arising from or out of Employee's performance as Executive Director and Open Public Records Act (OPRA) Officer, so long as employee's actions are within the scope of Employee's authorized duties.

6. **NOTICE OF NON-RENEWAL.** In the event written notice is not given by either party to this Agreement to the other of an intent not to renew this Agreement at the end of the term this Agreement shall be extended on the same terms and conditions as herein provided, for an additional period of one year. Such notice of renewal must be given at least thirty days prior to the termination date. The Agreement shall continue thereafter for one year periods unless either party gives at least thirty days written notice to the other party that the party does not wish to extend this Agreement for an additional term. Written request by the Board to modify or renegotiate the terms of the Agreement shall be considered a notice of non-renewal if the subsequent negotiations do not lead to a mutually acceptable agreement.

7. **GENERAL PROVISIONS.**

A. This Agreement constitutes the complete and sole agreement between the parties regarding the subject matter hereof.

B. This Agreement is binding upon the parties, their successors and assigns, and legal representatives. This Agreement, and Employee's rights and obligations hereunder, may not be assigned or delegated by Employee.

C. Failure to insist on strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver of any of the terms herein.

D. This Agreement shall not be modified except upon the mutual agreement of the parties as set forth in writing.

E. If any provision of this Agreement shall be deemed illegal or unenforceable, the remaining provisions shall continue in full force and effect.

F. By signing below, the parties acknowledge that they have read, understand and have the authority to enter this Agreement.

8. **CHOICE OF LAW.** This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of New Jersey applicable to contracts executed and to be wholly performed within such State, except that no doctrine of choice of law shall be used to apply any law other than that of the State of New Jersey. The parties hereto do hereby consent and submit to the venue and jurisdiction of the courts of the State of New Jersey, sitting in Salem County, New Jersey as the sole and exclusive forum/venue for such matters of dispute.

9. **RETURN OF PROPERTY AND INFORMATION.** Employee agrees that upon the termination of this Agreement, the Employee shall transfer and return to SCIA all things belonging to SCIA, including, without limitation, any and all cellular telephones, computers, laptops computers, monitors, modems, keyboards, pagers, facsimile machines, corporate files, documents, records, notebooks, disk, diskettes or other software media, and similar repositories of or containing trade secrets and other Confidential Information of or about SCIA or its customers, including without limitation, copies thereof then in Employee's possession, whether prepared by the Employee or others.

10. **TERMINATION.** Employee's employment shall terminate upon the occurrence of any of the following events:

A. Voluntary termination. For any reason, the Employee may voluntarily terminate this Agreement, upon not less than ninety (90) days written notice to the Chairman of the SCIA Board.

B. Termination for cause, which is defined as follows:

1. Employee is indicted or convicted of a felony or disorderly persons offense, provided that in the case of a disorderly persons offense, the crime involves any Federal, State or Local law which is applicable to the business of SCIA, involves fraud, dishonesty, moral turpitude or constitutes conduct unbecoming an employee.

2. Employee's dishonesty, fraud, unethical or illegal act, misconduct, misappropriation or embezzlement involving SCIA.

3. Employee's failure to adequately perform Employee's duties and responsibilities to SCIA, which performance deficiencies continue thirty (30) days after the Board shall have provided to Employee written notice setting forth the nature of the performance deficiencies.

4. Any breach of any of the terms and conditions of this Agreement.

C. At any time during the term of the Agreement, SCIA shall have the right to terminate the Agreement and to discharge Employee without Cause effective upon delivery of written notice to Employee. In the event of such termination without Cause, the Employee shall be entitled to compensation in the amount of one (1) year salary or salary for the balance of the remaining term of the Agreement, whichever period is less, but in no case less than a period of thirty (30) days, less applicable withholding taxes and required deductions, plus any accrued benefits pursuant to SCIA policy.

SALEM COUNTY IMPROVEMENT AUTHORITY

By: Cordy Taylor, Chairman

Date

Julie A. Acton, Executive Director

Date