

**SALEM COUNTY IMPROVEMENT AUTHORITY
RESOLUTION 2023-37**

February 9, 2023

**RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE ENTRY INTO AN EMPLOYMENT AGREEMENT
WITH A LANDFILL MANAGER**

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

WHEREAS, the position has been held by the current Landfill Manager, Parker Smith; and

WHEREAS, SCIA, after careful consideration and deliberation, has determined that the current Landfill Manager, Parker Smith, is the most qualified candidate to remain the Landfill Manager based on his 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 negotiate the Landfill Manager's contract terms and enter a three (3) year employment agreement with Parker Smith.

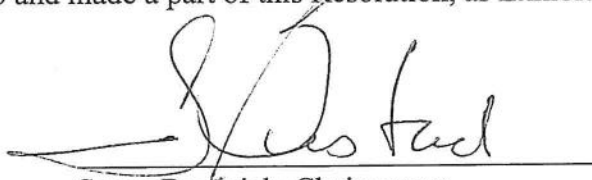
NOW THEREFORE BE IT RESOLVED, by the Salem County Improvement Authority Board that Parker Smith shall remain in his position as Landfill Manager, effective February 9, 2023, for a period of three (3) years, with a term to end on February 8, 2026; and

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

ATTEST:



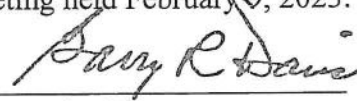
Barry Davis, Secretary



Susan Bestwick, Chairperson

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 February 9, 2023.



Barry Davis, Secretary

*** RECORDED VOTE***

Recorded Vote				
Governing Body member:	Aye	Nay	Abstain	Absent
Susan Bestwick	✓			
Barry Davis	✓			
Laura Crane	✓			
Michael Bercute	✓			
Lewis Schneider		✓		

**SALEM COUNTY IMPROVEMENT AUTHORITY
EMPLOYMENT FOR THE POSITON OF
LANDFILL MANAGER**

This Agreement ("Agreement") is made this ____ day of February 2023, between the Salem County Improvement Authority ("SCIA") and Parker Smith ("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 Landfill Manager and Employee agrees to serve as the Landfill Manager 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 February ____ 2023, to February ____, 2026. This Agreement may be renewed for additional periods as determined by the Board, in the exercise of its sole discretion.

3. **DUTIES.**

A. Employee shall work forty (40) hours per week.

B. Employee shall work at the main office of SCIA and at the Salem County Landfill Facility 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 Executive Director with respect to the performance of the duties set forth in the job description attached as Exhibit A and incorporated into this Agreement. Employee shall give a monthly report to the Board of Directors at the Board's regular meeting. Additional duties may be determined by the Board and/or the Executive Director from time to time in its sole discretion.

D. Employee shall perform Employee's duties as Landfill Manager in accordance with the laws of the State of New Jersey, and bylaws, rules, regulations and policies of the SCIA, which have been or many be adopted by the Board from time to time in its sole discretion, the landfill permit and the regulations of the New Jersey Department of Environmental Protection].

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 will obtain and maintain in good standing during the term of this Agreement a Manager of Landfill Operations Certification (MOLO) through the Solid Waste Association of North America (SWANA), which must be acquired by the Employee by the end of the first calendar year of this Agreement. SCIA agrees to pay for the cost of the MOLO Certification ("MOLO Tuition Advancement") and permit Employee, upon prior notice to the

Executive Director of SCIA, to devote the time necessary for the Employee to maintain this certification by attending continuing education courses needed to maintain this certification, but in no event more than attending the three (3) day course, studying for a period of time up to 24 hours and attending the test. In the event the Employee fails the test, SCIA agrees to pay for one (1) additional test, with no additional compensation for studying or to attend the test. Upon obtaining the MOLO certification, the Employee will be entitled to an additional \$5,000.00 in salary compensation per year, so long as his MOLO certification remains in good standing.

H. In the event the Employee terminates his employment with SCIA for any reason, either voluntarily or involuntarily, within two (2) years of receipt of the MOLO Certification, Employee will be required to repay to SCIA the MOLO Tuition Advancement and the cost of the test or tests, which repayment will be withheld from Employee's final paycheck.

4. **COMPENSATION**

A. **Salary.** Commencing with the Effective Date of the Agreement, the Employee shall receive an annual salary (Base Salary) \$79,584.80 Dollars.. The Base Salary shall be reviewed once each calendar year after the Effective Date by the SCIA Board or any individual having authority to take such action in accordance with the SCIA's regular practices, in the sole discretion of the Board or the individual having authority, as the case may be . The method and timing of payments hereunder shall be in accordance with SCIA payroll policies.

B. **Health/Retirement Benefits.** Employee shall be entitled to participate in, and receive benefits under the SCIA health benefit plan, Retirement Plan and/or any other plan for which he qualifies and is eligible and which may be in effect at any time during the course of his employment by SCIA and which shall be afforded to him 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 incurred by him in the performance of his duties hereunder, 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. **Sick/Personal Leave.** Employee shall be entitled to 32 personal hours and 96 sick hours per year. Personal hours need to be used within the calendar year (Per Policy 6.3) and sick hours maybe carried over to the following calendar year (Per Policy 6.4). Any unused vacation and sick 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. Employee shall be entitle to Bereavement time off in accordance with SCIA policy.

E. **Vacation.** Employee shall get 80 hours of paid vacation for the first year of this Agreement. Thereafter beginning on February __ 2024, the Employee shall be entitled to 120 hours of paid vacation for the balance of the term of the Agreement,

F. **Vehicle.** Employee shall receive the use of an Authority vehicle, which Employee shall use in accordance with the provisions set forth in the Salem County Improvement Authority Policy and Procedures regarding the use of Authority vehicles.

G. **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.

H. **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 Director, 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 Landfill Manager, so long as employee's actions are within the scope of Employee's authorized duties and are not the result, in whole or in part, of Employee's intentional conduct or gross negligence.

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 (30) days prior to the termination date. The Agreement shall continue thereafter for one year periods unless either party gives at least thirty (30) 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 and any attempted assignment in contravention of this Agreement shall be null and void.

C. Failure to insist on strict compliance with any of the terms and conditions of this Agreement on the part of SCIA 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 safety reusable clothing (ie: Safety Vests), cellular telephones, keys, vehicles, 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.

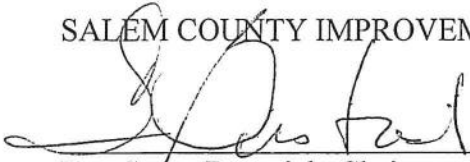
2. Employee's dishonesty, fraud, unethical or illegal act, misconduct, misappropriation or embezzlement involving SCIA.

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: Susan Bestwick, Chairman

2/9/23
Date


By: Julie A. Acton, Executive Director

2/9/2023
Date

Parker Smith, Employee

Date