

**RESOLUTION # 17-109**

**RESOLUTION CONFIRMING APPOINTMENT OF INTERIM ADMINISTRATOR FOR THE CITY OF WOODBURY**

**WHEREAS**, there exists a vacancy in the position of Administrator for the City of Woodbury; and

**WHEREAS**, Mayor and City Council wish to appoint an Interim Administrator for the City of Woodbury to serve a term through the end of the January 2018 Re-Organization Meeting; and

**WHEREAS**, pursuant to the statutes and ordinances governing the filling of such vacancy, the Mayor has appointed D. Scott Carew, Interim Administrator for the City of Woodbury subject to the terms and conditions of the Employment Contract attached hereto; and

**WHEREAS**, said appointment is subject to the advice and consent of Council of the City of Woodbury; and


**WHEREAS**, the Council of the City of Woodbury wishes to confirm the appointment of D. Scott Carew as Interim Administrator for the City of Woodbury in accordance with the terms of the Employment Contract attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Woodbury that D. Scott Carew is hereby appointed Interim Administrator for the City of Woodbury commencing July 5, 2017, in accordance with the terms of the Contract attached hereto and the Mayor is hereby authorized to execute said Contract.

**ADOPTED** at a regular meeting of the Mayor and City Council of the City of Woodbury on June 27, 2017.

**CITY OF WOODBURY**

By:

  
**TRACEY PARKER**  
President of Council

**ATTEST:**

  
**ROY A. DUFFIELD, Clerk**

Recorded vote:

Ayes (7): Tierney, McIlvaine, Johnson, Fleming, O'Connor, Carter, Parker

Nays (1): Swanson

Absent (1): Reddin

Abstentions: none

**INTERIM CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

**BETWEEN**

**CITY OF WOODBURY AND**

**D. SCOTT CAREW**

**THIS AGREEMENT** made this 27 day of June, 2017, by and between the **City of Woodbury**, a municipal corporation, with offices at 33 Delaware Street, Woodbury, New Jersey, hereinafter termed "Employer" and **D. SCOTT CAREW**, residing at 701 Yorktown Lane, Moorestown, New Jersey hereinafter termed "Employee".

**WITNESSETH:**

**WHEREAS**, Employee has experience as a Municipal Administrator in the State of New Jersey and desires to be employed as the Interim Administrator of the City of Woodbury, pursuant to the provisions of the City of Woodbury Code and Employer desires to employ Employee as an Interim Administrator of the City of Woodbury; and

**WHEREAS**, the Mayor and Council of the Employer have determined what reasonable compensation will be for the Employee; and have offered Employee employment for such compensation and other benefits as hereinafter set forth, and the Employee is willing to accept employment on such terms;

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

**1. EMPLOYMENT:**

The Employer hereby employs the Employee, and the Employee hereby accepts employment from the Employer upon the terms and conditions set forth herein. Employee shall not be required to be a resident of the City of Woodbury.

**2. TERM:**

The term of this Agreement shall begin on the 5 day of July, 2017, and shall continue until the conclusion of Employer's 2018 Re-Organization Meeting in January of 2018.

**3. COMPENSATION:**

For services rendered as Interim Administrator under this Agreement, the Employer shall pay the Employee the salary of **One Hundred Ten Thousand (\$110,000.00)** dollars annually prorated for the term of this contract. For services rendered as Fire Administrator under this Agreement, Employer shall pay the Employee the salary of **Ten Thousand (\$10,000.00)** dollars annually prorated for the term of this Agreement. Nothing contained herein shall alter the status of Employee as an at-will employee subject to termination at any time by the City Council.

**4. DUTIES:**

The Employee accepts employment as Interim Administrator and Fire Administrator, to engage in, and perform the duties set forth pursuant to statute, the City of Woodbury Code, City of Woodbury Ordinances and Resolutions, such additional duties as directed by the Mayor or City Council or otherwise necessary for the full and efficient operation of the City of Woodbury. The Employer shall have the power to determine the assignment of duties of the Employee, and the Employee shall perform such duties as are assigned to Employee. Employee shall unless excused by Council be at work in the office assigned by Council during normal business hours unless otherwise engaged in municipal business, attend all Council meetings and such other meetings as are necessary, desirable or as directed by Mayor or Council or as requested by a Council Committee. The Employee shall be available for emergencies. The power to direct, control and supervise the duties to be performed, the manner of performing said duties, and the terms for performing those duties, shall be exercised by the Mayor or the City Council. Duties herein shall in all events be consistent with the general duties performed by Administrators in New Jersey municipalities.

**5. VEHICLE:**

Interim Administrator shall not be entitled to the use of a City vehicle except for City Business at the pleasure of Council. Interim Administrator shall be entitled to reimbursement for mileage at the IRS rate if required to use Employee's personal vehicle for business travel which shall not include travel to and from work.

**6. OFFICE FACILITIES AND SUPPORT:**

The Employer shall furnish the Employee with an office, clerical support, supplies, equipment, and telecommunications equipment as appropriate, and such other facilities and services suitable to Employee's position and responsibilities.

**7. VACATIONS:**

Interim Administrator shall be entitled to vacation consistent with the City of Woodbury Code and personnel policy. Interim Administrator shall notify Mayor and Council in advance as to the dates upon which Employee wishes to take vacation and such vacation dates shall be subject to disapproval by Council for good cause.

**8. SICK DAYS:**

Per City of Woodbury Code and Personnel Policy.

**9. BEREAVEMENT:**

Per City of Woodbury Code and Personnel Policy.

**10. HOLIDAYS:**

Per City of Woodbury Code and Personnel Policy.

**11. ACCIDENT AND MEDICAL BENEFITS:**

Per City of Woodbury Code and Personnel Policy.

**12. DISCIPLINE:**

Interim Administrator shall be subject to discipline by City Council.

**13. TERMINATION:**

13.1. Employee acknowledges and agrees that this Contract and his employment with the City of Woodbury as Interim Administrator shall terminate at the conclusion of Employer's Re-Organization Meeting in January of 2018. Employee shall not be entitled to any notices or compensation which might otherwise be required pursuant to *N.J.S.A. 40A:9-138*.

13.2. This Contract shall be terminable at any time prior to the termination date set forth in paragraph 13.1 by resolution of City Council with or without cause in

which case the provisions of paragraph 14 below shall apply. Interim Administrator acknowledges that this is an "at will" Contract of employment and that he serves at the pleasure of the governing body.

**14. SEVERANCE PAY:**

In the event Employee is terminated pursuant to paragraph 13.2 above by the City prior to the termination date set forth in paragraph 13.1, during such time that Employee is willing and able to perform Employee's duties under this Agreement, then in that event Employer agrees to:

(a) provide that the resolution of removal shall be effective 3 months after its adoption or as of the conclusion of Employer's Re-Organization Meeting in January of 2018 whichever occurs first; or

(b) provide that the resolution of removal shall have immediate effect and that employee shall forthwith be paid in a lump sum any unpaid balance of Employee's salary and Employee's salary for Interim Administrator for the next 3 calendar months following adoption of the resolution or until the conclusion of Employer's Re-Organization Meeting in January of 2018 whichever is less.

Employee shall also be compensated based on the then applicable rules for unused vacation and sick leave accrued to date.

In the event Employee is terminated for conviction of a crime of moral turpitude then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the paragraph above.

**15. MISCELLANEOUS:**

15.1. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and may not be amended or modified except by a written agreement executed by both parties. All prior agreements, understanding and negotiations among the parties hereto, whether written or verbal, are hereby merged into the Agreement and hereby rendered null and void.

15.2. The Agreement shall be governed by and shall be construed in accordance with the laws of the State of New Jersey.

15.3. This Agreement shall be binding upon and shall inure to the benefit of the parties thereto, and their respective heirs, successors, executors, administrators and assigns.

15.4. Paragraph headings continued in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.

15.5. A copy of the City resolution authorizing execution of this contract shall become a part of this contract, as exhibit A.

15.6. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all parties reflected hereon as signatories.

15.7. No waiver or any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver.

**IN WITNESS WHEREOF**, this Employment contract has been executed by the Employer and Employee on the date first above written.

**CITY OF WOODBURY**

By:

  
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**JESSICA FLOYD, Mayor**

**ATTEST:**

  
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**ROY DUFFIELD, City Clerk**

Dated:

6/27/2017

  
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**D. SCOTT CAREW, Employee**