

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2018-143

A motion was made by Councilman McEvoy; seconded by Councilman Roman that the following resolution be adopted:

**AUTHORIZING AN EMPLOYMENT AGREEMENT WITH MATTHEW
LARACY, CHIEF FINANCIAL OFFICER**

WHEREAS, pursuant to *N.J.S.A. 40A:9-140.10*, every municipality shall employ a certified Chief Financial Officer with a term of office of four years that shall run from January 1 in the year in which the Chief Financial Officer is appointed; and

WHEREAS, Matthew Laracy ("Laracy") has served the Township as its Chief Financial Officer for a term beginning January 1, 2015 and ending December 31, 2018; and

WHEREAS, pursuant to *N.J.S.A. 40A:9-140.8*, any person who has served as the Chief Financial Officer of a municipality for four consecutive years and who is reappointed shall be granted tenure of office upon filing with the Clerk of Municipality and with the Division of Local Government Services, and

WHEREAS, Township Manager has considered and determined that Laracy is competent and qualified to perform the duties assigned to the position of the Chief Financial Officer of the Township of Verona and wishes to reappoint Laracy as the Chief Financial Officer of the Township effective January 1, 2019; and

WHEREAS, Laracy has indicated his willingness to continue to perform the duties of the position of Chief Financial Officer; and

WHEREAS, the Township Manager and Laracy believe that it is in the best interest of the Township to outline certain terms and conditions of Laracy's employment with the Township; and

WHEREAS, any employee benefits or terms not specifically mentioned in the Employment Agreement appended herein shall remain as is, and consistent with the Township of Verona code and personnel policies; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, New Jersey that the Township Manager and the Township Clerk are hereby authorized to execute the appended Employment Agreement with Laracy a copy of which shall remain on file in the Office of the Township Clerk.

ROLL CALL:

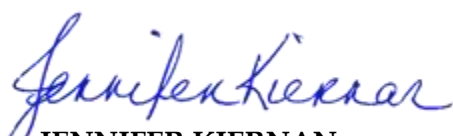
AYES: McEvoy, Roman, Nochimson, Ryan

NAYS:

ABSENT:

ABSTAIN: Giblin

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON OCTOBER 29, 2018.


JENNIFER KIERNAN
MUNICIPAL CLERK



EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter, the "Agreement"), entered into this 29th day of November 2018, is made by and between the Township of Verona, Essex County, New Jersey and Matthew Laracy, who resides at 50 Morse Street, Cranford, NJ 07016.

PARTIES

"Laracy" as used herein shall mean Matthew Laracy, who resides at 50 Morse Street, Cranford, NJ 07016, who has been hired as an employee ("Chief Financial Officer") for the Township of Verona, Essex County, New Jersey.

"Verona" or "Township" as used herein shall mean the Township of Verona, a municipal corporation of the State of New Jersey, Essex County, New Jersey.

Laracy and Verona are collectively referred to herein as the "Parties."

BACKGROUND

WHEREAS, pursuant to N.J.S.A. 40A:9-140.10, every municipality shall employ a Chief Financial Officer with a term of office of four years that shall run from January 1 in the year in which the Chief Financial Officer is appointed; and

WHEREAS, Laracy has served the Township as its Chief Financial Officer for a term beginning January 1, 2015 and ending December 31, 2018.

WHEREAS, pursuant to N.J.S.A. 40A:9-140.8, any person who has serviced as the Chief Financial Officer of a municipality for four consecutive years and who is reappointed shall be granted tenure of office upon filing with the clerk of municipality and with the Division of Local Government Services, and

WHEREAS, Township Manager has considered and determined that Laracy is competent and qualified to perform the duties assigned to the position of the Chief Financial Officer of the Township of Verona and wishes to reappoint Laracy as the Chief Financial Officer of the Township

effective January 1, 2019 ; and

WHEREAS, Laracy has indicated his willingness to continue to perform the duties of the position of Chief Financial Officer; and

WHEREAS, the Parties believe that it is in their best interest and desire to outline certain terms and conditions of Laracy's employment with the Township; and

WHEREAS, any employee benefits or terms not specifically mentioned in the contract shall remain as is, and consistent with the Township of Verona code and personnel policies.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, and intending to be legally bound, the Parties agree as follows:

ARTICLE I

MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey (including, but not limited to, *N.J.S.A. 40:69A-81 et. seq.* as may be amended from time to time) and of the United States.

ARTICLE II

TERM

Effective January 1, 2019 Laracy shall be reappointed to serve as Chief Financial Officer in the Township of Verona. Laracy shall be entitled to tenure of office in accordance with *N.J.S.A. 40A:9-140.8*.

ARTICLE III**WORKWEEK**

Laracy shall spend sufficient time in his official capacity as Chief Financial Officer to insure the smooth and responsible operation of the Township of Verona and to meet his duties and responsibilities under this Agreement. Laracy's working hours shall at a minimum mirror the official operating hours of Verona Town Hall; he shall also be present for all regular and special Township Council meetings, and all other meetings, hearings and proceedings as requested by the Township Manager.

ARTICLE IV**SALARY**

Effective January 1, 2019, Laracy shall be paid a base salary of \$125,000 annually to perform the duties and responsibilities of Chief Financial Officer. Effective January 1, 2020, January 1, 2021, and January 1, 2022, Laracy shall receive a salary increase that is one-half of a percent (0.5%) greater than the cost of living increases received by the Township employees of the Office and Professional Employees International Union, Local 153 AFL-CIO (OPEIU) in the respective year. If the Management employees of the Township should receive a salary increase that is one-half of a percent (0.5%) greater than that received by the Township employees of the OPEIU in the years 2020-2022, Laracy shall receive a salary increase equal to the other Management employees of the Township. Beginning 2023, Laracy shall receive a salary increase equal to the other Management employees of the Township as required under N.J.S.A. 40A:9-165.

Laracy shall not receive overtime, compensatory time or any other monetary or non-monetary remuneration for hours worked in excess of 7 hours per day or 35 hours per week.

ARTICLE V

VACATION TIME

Laracy shall be entitled to receive paid vacation leave in accordance with standard practices of Verona with regard to Department Heads. Any unused vacation time may be carried over for two consecutive years.

ARTICLE VI

SICK TIME

Laracy shall be entitled to receive paid sick leave of fifteen (15) days annually in accordance with standard practices of Verona with regard to Department Heads. Unused sick leave days shall be permitted to be carried forward annually. Laracy shall receive compensation for sick leave accumulated at retirement up to a maximum one-hundred (100) days or \$15,000, whichever is less.

ARTICLE VII

PERSONAL DAYS

Laracy shall be entitled to receive paid personal days in accordance with standard practices of Verona with regard to Department Heads.

ARTICLE XIII

VERIFICATION OF TIME AND LEAVE

Cavallo shall verify all sick, vacation and personal days used in the same manner as municipal department heads record such days.

ARTICLE IX

LEGAL REPRESENTATION AND INDEMNIFICATION

A. **Legal Representation.** In the event that Laracy is named a defendant in any civil, quasi-criminal or criminal action or legal proceeding, which arises out of the performance of his

duties as Chief Financial Officer or involves conduct on the part of Laracy that is within the scope of his employment, the Township of Verona shall make available legal counsel to Laracy and shall fully satisfy the costs of defending such action as required under this Article. The legal representation provided hereby shall not apply to civil litigation in which Laracy is named a direct defendant in any action or legal proceeding initiated by the Township of Verona. In the event of any action or legal proceeding instituted by Township of Verona personnel or employees alleging intentional or tortious acts or conduct alleged to have been committed by Laracy which are not covered by the Township of Verona's liability or other insurance coverage, the Township shall be responsible for the cost of all legal representation expended by Laracy in defense thereof.

B. **Indemnification.** The Township shall indemnify and hold harmless Laracy from and against all damages (except exemplary or punitive damages):

1. Awarded against Laracy in any civil action or legal proceeding, in which Laracy is a party, which arises out of the performance of his duties as Chief Financial Officer or involves conduct on the part of Laracy that is within the scope of his employment;

2. Awarded against Laracy in any civil action or legal proceeding, in which Laracy is a party, instituted by Township of Verona personnel or employees alleging intentional or tortious acts or conduct alleged to have been committed by Laracy which are not covered by the Township of Verona's liability or other insurance coverage.

C. **Punitive Damages.** Consistent with N.J.S.A. 59:10-4, the Township may indemnify Laracy for exemplary or punitive damages resulting from his civil violation of State or federal law if, in the opinion of the Council, the acts committed by Laracy upon which the damages are based did not constitute actual fraud, actual malice, willful misconduct or an intentional wrong.

D. **Limitation of Legal Representation/defense and Indemnification.** Notwithstanding any provision of paragraphs A, B, or C above, the Township shall defray the

costs of defending any criminal action against Laracy, only if:

(1) It is authorized by state statute, municipal ordinance or resolution and provided that the criminal proceedings have been dismissed or result in a final disposition in favor of Laracy; and

(2) The Township Council determines that there is no good cause to dismiss Laracy out of the incident or related incidents of the criminal proceedings.

Furthermore, the Township shall not provide indemnification or the defense of any civil, criminal or other legal action if:

(1) The act or omission complained of was not within the scope of employment or authority; or

(2) The act or omission complained of was because of actual fraud, willful misconduct or actual malice; or

(3) The defense of the action or proceeding would create a conflict of interest between the Township and Laracy; or

(4) There exist policies of insurance, either obtained by the Township or by another, by virtue of which Laracy is entitled to a defense of the action in question from the insurer.

To be entitled to defense and indemnification Laracy must deliver to the Township Attorney or Township Clerk, within ten (10) days of the time he is served, the original copy of any summons, complaint, process, notice, demand or pleading, or he shall not be entitled to defense or indemnification of the matter. Laracy shall also not be entitled to defense or indemnification if he fails to cooperate with the attorney assigned to handle the matter.

E. Methods of providing defense. If the Township determines to provide a defense under this Agreement, it may do so by appointing the Township Attorney to handle the

matter, hiring an attorney of its choice and paying the same directly or reimbursing Laracy for reasonable attorney's fees expended or obligated to be expended by Laracy in the defense of the act.

ARTICLE X

MISCELLANIOUS PROVISIONS

1. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties, and there are no other agreements, whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both Parties. This Agreement represents and incorporates the complete and final understanding by the Parties on all issues, which were or could have been the subject of negotiations.

2. SEVERABILITY. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

3. WAIVER. Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

4. CONSTRUCTION Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either Party.

5. HEADINGS. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this

Agreement or any term, condition or provision hereof.

6. EXECUTION AND COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement and no party shall be required to produce an original or all of such counterparts in making such proof.

7. COVENANT OF FURTHER ASSURANCES. All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.

8. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon all of the Parties hereto and their respective executors, administrators, successors and permitted assigns.

9. NO THIRD PARTY BENEFIT. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.

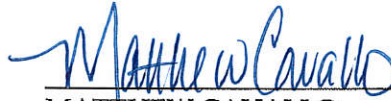
10. APPLICABLE LAW. This Agreement shall be governed only by and construed, in all respects, solely in accordance with the laws of the State of New Jersey. Should this Agreement or any part, term or provision of this Agreement be adjudged to be illegal, unenforceable or in conflict with any of the existing laws of the State of New Jersey, then and in that event, that part, term or provision shall be severed from this Agreement and the balance of this Agreement shall survive as if such paragraph(s) or section(s) were not contained within this Agreement. In the event that the entire Agreement is adjudged by a court of competent jurisdiction to be illegal, nugatory, unenforceable or in conflict with any existing laws of the

State of New Jersey, then and in that event, this Agreement shall be declared null and void.

IN WITNESS WHEREOF, they set their hands and seals to this Agreement effective on the
29th day of November 2018.

ATTEST:

TOWNSHIP OF VERONA

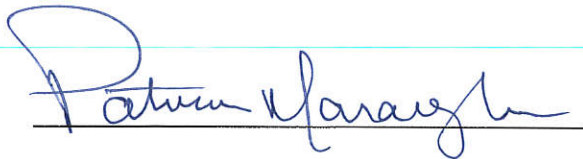


MATTHEW CAVALLO
TOWNSHIP MANAGER

By:


JENNIFER KIERNAN
TOWNSHIP CLERK

WITNESS:


MATTHEW LARACY

DATED: November, 2018

APPROVED AS TO FORM:


BRIAN J. ALOIA, ESQ.
TOWNSHIP ATTORNEY