

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

RESOLUTION No. 2019-204

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

**AUTHORIZING AMENDMENT No. 2 TO EMPLOYMENT AGREEMENT
WITH MATTHEW CAVALLO, TOWNSHIP MANAGER**

WHEREAS, in December 2015, the Township Council hired Matthew Cavallo as Township Manager; and

WHEREAS, the Township and the Manager are parties to an Agreement dated March 24, 2016; and

WHEREAS, the Agreement was modified and amended by a document entitled "Amendment No.1 to Employment Agreement" dated October 2, 2017.

WHEREAS, the terms of the Agreement (together with the Amendment No. 1) currently expire on December 31, 2019; and

WHEREAS, the Township and the Manager are agreeable to modifying certain terms and conditions of the Agreement pursuant to the terms of this Amendment No. 2; 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 Mayor and the Township Clerk are hereby authorized to execute the appended Amendment No. 2 to the Employment Agreement with Cavallo a copy of which shall remain on file in the Office of the Township Clerk.

ROLL CALL:

AYES: Ryan, Roman, McEvoy

NAYS: McGrath, 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 DECEMBER 16, 2019.


JENNIFER KIERNAN
MUNICIPAL CLERK



AMENDMENT No. 2 TO EMPLOYMENT AGREEMENT

This Amendment No. 2 to Employment Agreement ("Amendment") is made and entered into this 16th day of December, 2019, by and between the Township of Verona, Essex County, New Jersey ("Verona" or "Township") and Matthew Cavallo, who resides at 167 Warbler Drive, Wayne, New Jersey 07470 ("Manager").

RECITALS

WHEREAS, the Township and the Manager are parties to an Agreement dated March 24, 2016; and

WHEREAS, the Agreement was modified and amended by a document entitled "Amendment No.1 to employment Agreement" dated October 2, 2017; and

WHEREAS, the terms of the Agreement (together with the Amendment No. 1) currently expire on December 31, 2019; and

WHEREAS, the Township and the Manager are agreeable to modifying certain terms and conditions of the Agreement pursuant to the terms of this Amendment No. 2; and

WHEREAS, the Township Council approved the execution of this Amendment No. 2 by Resolution No. 2019-204 adopted by the Township Council on December 16, 2019.

Therefore, in consideration of the promises and covenants contained in this Amendment and other goods and valuable considerations, the Township and the Manager agree as follows:

AGREEMENT

SECTION 1. Article V ("Salaries"), Paragraph 1 is amended to read:

1. "Effective January 1, 2020, Cavallo shall be paid a base salary of \$147,519 to perform the duties and responsibilities of Township Manager, \$151,945 per annum for calendar year 2021, and \$156,503 per annum for calendar year 2022. Annual increases shall be subject to change as stated in number 2 below."

SECTION 2. Article V ("Salaries"), Paragraph 3 is amended to read:

3. The parties agree that negotiations for an employment agreement beginning in 2023 shall commence in or before September 2022.

SECTION 3. Article X (Professional Memberships) of the Agreement is amended to read:

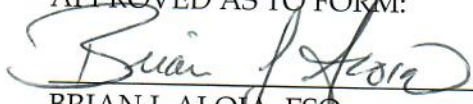
“Recognizing that Cavallo possesses and maintains certifications as a Certified Municipal Finance Officer, a Registered Municipal Clerk and as a Qualified Purchasing Agent all of which benefit Verona, Verona shall pay Cavallo’s professional association dues for generally accepted professional associations as approved by the Township Council during the term of this Agreement. The Township shall also pay for Cavallo’s attendance at the conferences for such professional associations including conference registration and travel expenses. Cavallo shall be entitled to use his discretion as to what conferences he would like to attend and what associations he would like to be a member. The Township Council shall review any request to join an association or attend a conference for the sole purpose of ensuring the subject matter of the conference and/or association membership is relevant to Township business. There shall be a \$7,500 limit on the total annual payment/reimbursement of Cavallo’s professional association dues, conference registration, and expenses under this Article. In January of each year, Cavallo shall provide the Township Council a listing of the associations that he would like to be a member of for the upcoming year and the conferences he wishes to attend along with the estimated cost of such memberships and conferences.”

SECTION 4. The Township Council and the Manager agree that the terms of the Agreement shall remain unchanged and in full force and effect, except as specifically provided in this Amendment.

IN WITNESS WHEREOF, the Township and the Manager have executed and entered into this Amendment as of the date first written above.

{SIGNATURES PAGE NEXT}

APPROVED AS TO FORM:


BRIAN J. ALOIA, ESQ.
TOWNSHIP ATTORNEY

ATTEST:

TOWNSHIP OF VERONA

By:


JENNIFER KIERNAN, RMC
TOWNSHIP CLERK


JOHN T. McEVoy
MAYOR

WITNESS:


MATTHEW CAVALLO


Justine Gould