

## EMPLOYMENT AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is made this 24<sup>th</sup> day of January, 2022 between the **TOWNSHIP OF VERONA**, a municipal corporation organized under the laws of the State of New Jersey, having its principal office at 600 Bloomfield Avenue, Verona, New Jersey 07044 (hereinafter "Township") and Joseph O. D'Arco, who resides at 542 East Passaic Avenue, Bloomfield, New Jersey (hereinafter "D'Arco") (D'Arco and Township are collectively referred to herein as the "Parties").

**WHEREAS**, pursuant to N.J.S.A. 40:69A-81 et. seq., the Township is governed by an elected council and by an appointed Municipal Manager (hereinafter "Township Manager"); and

**WHEREAS**, the Township has a vacancy in the position of Township Manager; and

**WHEREAS**, the Township has considered and determined that D'Arco is competent and qualified to perform the duties of the position of Township Manager; and

**WHEREAS**, D'Arco has indicated his willingness to perform the duties of Verona Township Manager; and

**WHEREAS**, the Parties believe that it is in their best interest to outline the terms and conditions of D'Arco's employment with the Township.

**NOW, THEREFORE**, the parties hereby covenant and agree as follows:

- 1. APPOINTMENT.** D'Arco accepts the appointment as Township Manager and agrees to perform the duties and obligations set forth in the statutes and the ordinances controlling the position and to perform any additional administrative and managerial duties which may be imposed by the Mayor and Council from time to time. Administratively and managerially, D'Arco shall be responsible for the daily operation of the Township. The duties and responsibilities of the Township Manager shall be consistent with those set forth in N.J.S.A. 40:69A-95 as amended from time to time; the Code of the Township; and generally accepted management practice in municipalities governed by the Optional Municipal Charter Law: Council-Manager Plan of government. D'Arco shall exert his best effort in the performance of his duties.
- 2. TERM.** This Agreement shall be effective from February 7, 2022, and shall terminate on February 6, 2025, unless terminated earlier by the Township in accordance with N.J.S.A. 40:69A-93. D'Arco may also terminate this Agreement, with or without reason, on 90 days' notice.
- 3. SALARY.** D'Arco's annual salary shall be \$180,000. D'Arco 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.

4. **DEFERRED COMPENSATION.** The Township shall contribute \$17,000 annually to D'Arco's deferred compensation plan.

5. **WORKWEEK/HOURS.** D'Arco is responsible and accountable for the operation of all of the departments in the Township and therefore, no specific hours of work can be determined. D'Arco shall spend sufficient time in his official capacity as Township Manager to ensure the smooth and responsible operation of the Township of Verona and to meet his duties and responsibilities under this Agreement. D'Arco'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, committee meetings and all other meetings, hearings and proceedings at which the Township Manager should be in attendance. During the term of this Agreement D'Arco shall devote his full time and attention in the performance of his Township Manager duties and will not accept any other employment. However, this prohibition shall not be construed to prevent D'Arco from teaching, acting as hearing officer, or acting as an expert witness on evenings, weekends, or during vacations, provided that there is no Township business which would otherwise require his presence or attention at those times. D'Arco shall first submit to the Mayor and Council a request to perform additional work as described herein, the approval of which shall not be unreasonably withheld. In no event, shall any such employment be in conflict with the interests of the Township, nor shall it create the appearance of such a conflict. The prohibition extends to the holding of any professional or community offices, unless approved by the Mayor and Council.

6. **VACATION DAYS.** D'Arco shall be entitled to receive paid vacation leave of twenty (20) days per year. D'Arco shall be entitled to schedule his vacation time, provided that he shall not take vacation leave unless subordinates are available to assume control of, and responsibility for, the operation of the Township. D'Arco shall be required to provide the Mayor and Council his requested vacation days, in writing, at least one (1) week in advance of the beginning of the vacation period. If, in the sole judgment of the Mayor and Council, the vacation period selected conflicts with a planned Township activity that requires the presence of the Township Manager, the Mayor and Council shall have the right to require D'Arco to select a different vacation period. Unused vacation days may not be carried beyond December 31<sup>st</sup> of the year in which they were earned, but D'Arco may apply to the Mayor and Council to carry vacation days to the following year. An application to carry over vacation days shall be approved or disapproved in the sole and absolute discretion of the Township Council. Although the annual amount of vacation days to be earned may be used before they are accumulated, vacation days shall be earned and accumulate at the rate of 1.66 vacation days per month. D'Arco shall be entitled to payment for accumulated unused vacation days upon his separation of employment up to a maximum of 20 vacation days.

7. **SICK TIME.** D'Arco shall be entitled to receive paid sick leave of fifteen (15) days in accordance with standard practices of the Township. Unused sick leave days shall be permitted to be carried forward annually without limitation, but shall not be paid upon retirement, resignation or separation of employment for any reason.

8. **PERSONAL DAYS.** D'Arco shall be entitled to three (3) paid personal days per calendar year. Personal days may not be carried over from year to year and any unused personal



days at the end of each calendar shall be lost. Although the annual amount of personal days to be earned may be used before they are accumulated, personal days shall be earned and accumulate at the rate of 1 every 4 months. Unused personal days shall not be paid upon retirement, resignation or separation of employment for any reason.

9. **HEALTH BENEFITS.** During the term of this Agreement, D'Arco shall be provided with only dental coverage for him and any eligible family members (spouse and minor children). The dental coverage shall be a plan equal to or better than that provided to the other Department Heads in the Township of Verona. No other health benefits shall be provided by the Township. D'Arco shall not be entitled to any health insurance waiver payment based upon his waiving health benefits.

10. **PROFESSIONAL MEMBERSHIPS.** The Township shall pay directly D'Arco's dues for membership in I.C.M.A., N.J.M.M.A., I.P.M.A., the New Jersey League of Municipalities and the Verona Lions.

11. **EXPENSES.** The Township shall reimburse D'Arco for reasonable occasional expenses incurred by him in connection with his duties as Township Manager provided such expenses are approved by the Mayor and Council. Such approval shall be obtained in advance whenever possible.

12. **RESIDENCY.** Residency within the Township of Verona shall not be required, however, D'Arco shall maintain a residency within a 15 mile radius of the Township borders.

13. **TOWNSHIP PROPERTY.** Upon separation of his employment, D'Arco shall return all Township property including, but not limited to, keys, Township identification, books, records and any other Township property in his custody and possession.

14. **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.

15. **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.

16. **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.

17. **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.

IN WITNESS WHEREOF, they set their hands and seals to this Agreement effective on the 24<sup>th</sup> day of January 2022.

ATTEST:

TOWNSHIP OF VERONA

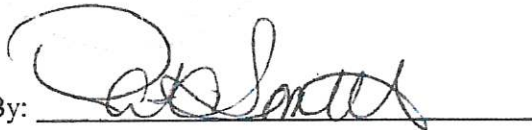
By:


  
JENNIFER KIERNAN  
TOWNSHIP CLERK

  
ALEX ROMAN  
MAYOR

WITNESS:

By:



  
JOSEPH O. D'ARCO

DATED:

1/24/2022

Patricia C Smith  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # 2381740  
MY COMMISSION EXPIRES February 29, 2024