

EMPLOYMENT AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is made this 18th day of December, 2024 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 Kevin O'Sullivan, who resides at 21 Morningside Road, Verona, New Jersey (hereinafter "O'Sullivan") (O'Sullivan 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 will have a vacancy in the position of Township Manager on February 7, 2025; and

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

WHEREAS, O'Sullivan 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 O'Sullivan's employment with the Township.

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

1. **APPOINTMENT.** O'Sullivan 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, O'Sullivan 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. O'Sullivan shall exert his best effort in the performance of his duties.

2. **TERM.** This Agreement shall be effective from February 7, 2025, and shall terminate on February 6, 2028, unless terminated earlier by the Township in accordance with N.J.S.A. 40:69A-93. O'Sullivan may also terminate this Agreement, with or without reason, on 90 days' notice.

3. **SALARY.** O'Sullivan's annual salary shall be as follows: \$186,000 from February 7, 2025 to February 6, 2026; \$191,000 from February 7, 2026 to February 6, 2027; \$196,000 from February 7, 2027 to February 6, 2028. O'Sullivan 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. **RETIREMENT.** The Township shall make statutory contributions to the appropriate State of New Jersey retirement plan.

5. **WORKWEEK/HOURS.** O'Sullivan 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. O'Sullivan 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. O'Sullivan's working hours shall, at a minimum, mirror the official operating hours of Verona Municipal Building; 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 O'Sullivan shall devote his full time and attention in the performance of his Township Manager duties and will not accept any other employment.

6. **VACATION DAYS.** O'Sullivan shall be entitled to receive paid vacation leave of twenty-two (22) days per year. O'Sullivan 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. O'Sullivan shall be required to provide the Mayor and Council his requested vacation days, in writing, at least two (2) weeks 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 O'Sullivan to select a different vacation period. Unused vacation days may not be carried beyond December 31st of the year in which they were earned, but O'Sullivan 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. O'Sullivan 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.** O'Sullivan 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.** O'Sullivan shall be entitled to four (4) 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 3 months. Unused personal days shall not be paid upon retirement, resignation or separation of employment for any reason.

9. **FAMILY ILLNESS DAYS.** O'Sullivan will be entitled to three (3) days off with pay per year to care for a child, spouse, or parent with a serious illness or injury. These days shall not carry

over to the next year. Unused personal days shall not be paid upon retirement, resignation or separation of employment for any reason.

10. HEALTH BENEFITS. During the term of this Agreement, O'Sullivan shall be provided with health, dental, and prescription insurance coverage for him and any eligible family members (spouse and minor children). The health, dental, and prescription coverage shall be in plans plan equal to or better than that provided to the other department heads in the Township of Verona. O'Sullivan will contribute via payroll withholding the percentage of the premiums in accordance with contribution schedules established by Public Law 2011, Chapter 78. O'Sullivan will be entitled to a health insurance waiver payment on the same schedule as Township department heads if he chooses to opt-out of coverage and demonstrates proof of insurance in an outside plan.

11. PROFESSIONAL MEMBERSHIPS. The Township shall pay directly O'Sullivan's dues for membership in I.C.M.A., N.J.M.M.A., I.P.M.A., and the New Jersey League of Municipalities.

12. EXPENSES. The Township shall reimburse O'Sullivan 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.

13. RESIDENCY. Residency within the Township of Verona shall not be required, however, O'Sullivan shall maintain a residency within a 15 mile radius of the Township borders.

14. TOWNSHIP PROPERTY. Upon separation of his employment, O'Sullivan shall return all Township property including, but not limited to, keys, Township identification, books, computers, mobile phones, records, and any other Township property in his custody and possession.

15. 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.

16. 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.

17. 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.


18 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 18th day of December, 2025.

ATTEST:

TOWNSHIP OF VERONA:

By:

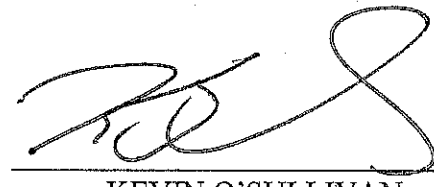

JENNIFER KIERNAN
TOWNSHIP CLERK


DR. CHRISTOPHER TAMBURRO
MAYOR

WITNESS:

By:


JENNIFER KIERNAN
TOWNSHIP CLERK


KEVIN O'SULLIVAN

DATED: December 18, 2024