

EMPLOYMENT AGREEMENT

THIS AGREEMENT dated this 14th day of January, 2020,

BETWEEN: Land Use Board, Borough of Neptune City,
with offices located at 106 W. Sylvania Avenue,
Neptune City, NJ 07754 (hereinafter referred to
as "Board"),

AND: Gregory W. Vella, Esquire, an Attorney at Law of
Collins, Vella & Casello, L.L.C., with offices
located at 2317 Highway 34, Suite 1A, Manasquan,
New Jersey 08736 (hereinafter referred to
as "Gregory W. Vella, Esquire").

WHEREAS, it is the desire of the Land Use Board to employ the
services of Gregory W. Vella, Esquire as attorney for the Land Use
Board; and

WHEREAS, it is the desire of Gregory W. Vella, Esquire and
the Land Use Board to provide for the services to be rendered and
to establish compensation and benefits; and

NOW, THEREFORE, for and in consideration of the mutual
benefits, covenants and promises contained herein, it is hereby
agreed by and between the parties as follows:

1. The Land Use Board of the Borough of Neptune City hereby
agrees to employ Gregory W. Vella, Esquire as Attorney to perform
those functions reasonably related to legal services customarily
performed on behalf of the Land Use Board, including attendance at
regular and workshop meetings; preparation of resolutions; and any
other work required by the Board, together with formal and
informal representation of the Board; attendance at any and all

meetings required by the Board; and all work as requested by the Board, which work shall be performed in a satisfactory and professional manner.

2. TERM: The term of the employment shall commence January 22, 2020, and continue until December 31, 2020, and until a successor is appointed and qualified.

3. COMPENSATION:

a. Gregory W. Vella, Esquire shall be paid a sum of Three Hundred and Fifty (\$350.00) Dollars a month as a retainer.

b. Gregory W. Vella, Esquire shall be paid a One Hundred and Sixty (\$160.00) Dollars an Hour. For all work, including, but not limited to, attend regular meetings, review of applications, plans, notices and preparation and review of correspondence, resolutions and reports. Gregory W. Vella, Esquire shall be compensated at the rate of \$160.00 per hour. The applicant shall have the right to prepare the resolution, subject to the review and approval of the Board and its attorney, engineer and planner. It is contemplated that these fees shall be paid out of escrow collected by the Borough of Neptune City. Gregory W. Vella, Esquire shall also be compensated at a rate of \$160.00 an hour for any legal services concerning litigation and any other work specifically assigned by the Land Use Board.

b. Vouchers shall be submitted to the Land Use Board by Gregory W. Vella, Esquire on a regular periodic basis. The parties agree that all payments will be made upon vouchers submitted by

the attorney for professional services rendered.

The attorney shall be reimbursed by the Board for all reasonable and necessary out-of-pocket expenses incurred in the performance of all duties and services.

4. No provisions of this agreement shall be deemed to infringe upon the powers of the Land Use Board conferred by law.

5. All files, documents or other similar materials created and/or maintained by Gregory W. Vella, Esquire in his representative capacity of the Board shall be and remain the property of the Board and shall be delivered to the Board upon demand.

6. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union to or workers' representative of the contractor's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable,

agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:37-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national original, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-

related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national original, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and application Federal court decisions.

The Contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative code (N.J.A.C. 17:27).

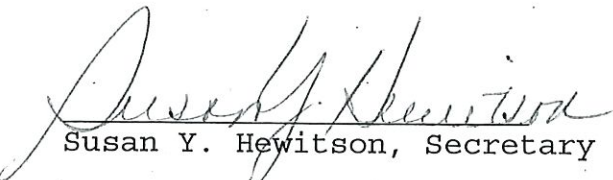
7. Political Contribution Disclosure. This contract has been awarded to Gregory W. Vella,

Esquire based on the merits and abilities of Gregory W. Vella, Esquire to provide the goods or services as described herein. This contract was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq.

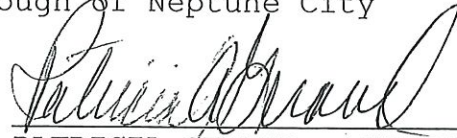
IN WITNESS WHEREOF, the Land Use Board and Gregory W. Vella, Esquire having caused this agreement to be duly executed as of the date first above written.

ATTEST:

Land Use Board of
Borough of Neptune City

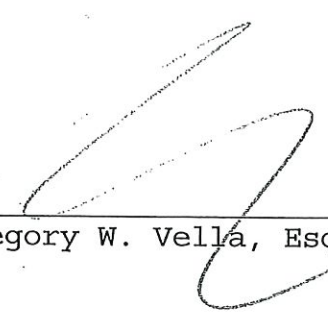

Susan Y. Hewitson, Secretary

By:


PATRICIA GERAND, CHAIRWOMAN

Witness:

BY:


Gregory W. Vella, Esquire