

**EMPLOYMENT AGREEMENT BETWEEN THE BOROUGH OF FREEHOLD AND
STEPHEN J. GALLO**

WHEREAS, Stephen J. Gallo ("Gallo") serves as the Business Administrator of the Borough of Freehold ("Borough"); and

WHEREAS, Gallo's previous employment contract expired as of January 5, 2024; and

WHEREAS, the Mayor and Council have determined that it is advantageous for the Borough to retain Gallo as Business Administrator; and

WHEREAS, Stephen J. Gallo is willing to remain as the Business Administrator for the Borough of Freehold subject to certain terms and conditions of employment set forth herein;

NOW, THEREFORE, be it agreed between the Mayor and Council of the Borough of Freehold and Stephen J. Gallo that:

1. Stephen J. Gallo is hereby re-appointed as the Business Administrator of the Borough effective January 6, 2024 and shall continue to serve in this position to January 2, 2028, subject to the terms and conditions contained herein, and subject to annual reappointment by the Borough's Governing Body.

2. Gallo shall be the chief administrative officer of the Borough and shall be responsible to the Borough Council for the proper and efficient administration of the business affairs of the Borough. Gallo shall have the powers and perform such duties as set forth in the Borough ordinance.

2a. The Administrator may be removed by the Mayor and Council only for cause subject to the procedures and severance provisions contained in N.J.S.A. 40A:9-138 and this Employment Agreement.

3. The Mayor and Council waive the residency requirement of the Borough Ordinance as the requirement has not affected the performance of prior Administrators in the performance of their duties.

4a. Vacation - Gallo shall be entitled to 25 days of annual vacation, three personal days and one floating holiday per year.

4b. Sick leave - Beginning in the first year of employment and each year thereafter, Gallo will be provided 15 sick days.

4c. Any vacation or sick days not used in one calendar year can be carried over to the following year. Notwithstanding, no more than one year's worth of vacation days may be carried over. There is no limit to the number of sick days that may be carried over.

5. Schedule. Gallo's regular schedule shall be Monday through Friday, 8:30 a.m. to 4:30 p.m. and attendance at regularly scheduled meetings of the Borough Council. Gallo

recognizes that the role of Borough Administrator is a 24/7 commitment. As such, Gallo may be required to work outside of regular office hours and/or attend meetings on behalf of the Borough, including regular and special Borough Council meetings, community meetings, committee meetings, etc. Additionally, Gallo may be required to respond outside of regular business hours to emergencies, events and other Borough business not typically scheduled. Gallo recognizes that he is not entitled to any overtime, comp time and/or additional compensation for such work. As such, Gallo also recognizes that as a professional, he will be entitled to reasonable flexibility in the work schedule to accommodate the demands of the job. Likewise, as a professional, Gallo is expected to devote service, on-site presence and commitment to the Borough commensurate with the full-time nature of the job.

6. Salary. Gallo's salary for 2023 was \$175,000. Under this Agreement, Gallo shall receive the same percentage salary increases as granted to other Borough civilian department heads.

7. Professional Development. Gallo will be permitted a maximum of seven days (six nights) annually to attend conferences such as ICMA, NJMMA and the NJ State League of Municipalities (NJSLOM). Registration and lodging for the annual NJSLOM conference shall be reimbursed by the Borough and other reimbursements will be made on a case-by-case basis with approval of the governing body. Additionally, Gallo may represent the Borough and attend relevant one day job-related seminars provided prior notice is given and at the discretion of the governing body and the availability of funds in the annual budget. The Borough shall reimburse tuition for courses taken for the Qualified Purchasing Agent (QPA) certification. Other professional development courses may be approved on a case-by-case basis at the discretion of the governing body and the availability of funds in the annual budget.

8. The Borough shall reimburse Gallo for job-related expenses upon submission of proper documentation provided, however, Gallo shall not incur expenses in excess of \$500.00 without prior Council approval.

9. Other Benefits. In addition to the above, the Employee shall be provided with all other employee benefits as provided to the department heads in Borough government as per policies in effect pertaining to said benefits. Gallo shall also be provided with a monthly allowance of \$250 for use of his personal vehicle and cell phone.

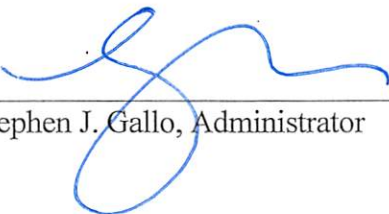
10. Stephen J. Gallo hereby consents to the terms and conditions of employment set forth above. He may terminate his employment with the Borough by providing sixty (60) days' written notice of termination delivered to the Borough Clerk. In this case, he shall not be entitled to receive any of the termination pay provided for elsewhere in this Agreement and the available vacation and other leave benefits will be prorated for his final year of employment.

11. It is acknowledged by both parties to this Agreement that the job of Business Administrator often requires more than 35 hours of work per week and requires supervision, emergency response and various meetings at times other than the traditional workday. Therefore, the intent of this section is to allow the Administrator the authority to schedule his own time rather than work in regularly scheduled seven-hour blocks of time.

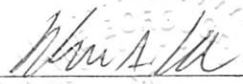
BE IT FURTHER AGREED that this Agreement shall continue in effect after the specified term unless specifically amended by the Borough and Gallo.

BE IT FURTHER AGREED that should any portion of the Agreement be found to be invalid by a Court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

Signed this 24th day of January, 2024.



Stephen J. Gallo, Administrator



Kevin A. Kane, Mayor



Traci DiBenedetto, Borough Clerk

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FBI
JAN 10 1968

TO : DIRECTOR, FBI
FROM : SAC, NEW YORK
SUBJECT: [Illegible]



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