

AGREEMENT

THIS AGREEMENT, made this <sup>18<sup>th</sup> day</sup> 20<sup>th</sup> day of January, 2009 <sup>10<sup>th</sup> day</sup>

between the Zoning Board Of Adjustment of the Borough of Eatontown, in the County of Monmouth and State of New Jersey, and Michael Cemigliaro, Esq., attorney at law of the State of New Jersey, with offices at P.O. Box 1040, Asbury Park, New Jersey 07712 and;

WHEREAS, the Zoning Board of Adjustment of the Borough of Eatontown, County of Monmouth and State of New Jersey, did on the 11<sup>th</sup> day of January, 2010 adopt a resolution authorizing it to enter into a contract with Michael Cemigliaro, Esq. for services as an attorney for the Zoning Board of Adjustment through December 31, 2010 pursuant to the Fair and Open Process and;

WHEREAS, the following is subject to the Borough Treasurer of the Borough of Eatontown having certified to the Mayor and Council that there are adequate funds available for the purpose of the award of this contract for services up until

WITNESSETH: For and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations and mutual promises made to each other and services to be performed by the said Michael Cemigliaro, Esq., to the Zoning Board of Adjustment of the Borough of Eatontown and value to be received by the Zoning Board of Adjustment of the Borough of Eatontown from said services, the parties hereto agree as follows:

1. That Michael Cemigliaro, Esq., be and is hereby specifically retained to complete all legal services required as attorney for the Zoning Board of Adjustment of the Borough of Eatontown, including all legal services and preparation of legal

documents as may be required by the Zoning Board of Adjustment of the Borough of Eatontown, prosecuting and defending all suits in all Courts of Law and attendance at Zoning Board of Adjustment meetings as they may be held.

2. That Michael Cemigliaro, Esq., shall be paid for said per diem services rendered, relative to the foregoing, on the basis of \$ 420.00 per regular meeting and \$ 420.00 per special meeting of the Zoning Board of Adjustment of the Borough of Eatontown and \$ 130.00 per hour, plus reimbursement for all costs on a dollar for dollar basis, for all other legal services rendered, including portions of meetings which may be conducted beyond the time limits set forth by the Board's rules and regulations.

3. That vouchers for services rendered shall be tendered to the Zoning Board of Adjustment of the Borough of Eatontown and/or the Borough of Eatontown, by Michael Cemigliaro, Esq., specifically enumerating the services rendered, and that payment to Michael Cemigliaro, Esq. shall be made based on said vouchers as long as the same are found to be reasonable and within the ambit of the Agreement.

4. That the within Agreement shall terminate on December 31, 2010.

5. Annexed hereto and made a part hereof is Affirmative Action Statement.

6. Annexed hereto and made a part hereof is Certificate of Employee Information Report and Business Registration Certificate.

7. This contract is being awarded subject to a "Fair and Open" Process adopted by the Municipality of Eatontown. The Contractor shall comply with all requirements of State Statute in cases of a "Fair and Open" Process.

IN WITNESS WHEREOF, the parties to this Agreement have

Hereunto set their hands and seals this 18th day of January, 2010.

WITNESS:

Tresa Ghendovich  
As to Mr. Cernigliaro

Michael J. Cernigliaro  
MICHAEL J. CERNIGLIARO

Peter L. Brand  
Secretary of the Eatontown  
Zoning Board of Adjustment

Salvatore Cannavale  
Chairman of the Eatontown  
Zoning Board of Adjustment

## AFFIRMATIVE ACTION STATEMENT

Procurement, professional and service contracts:

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, sex, affectional and sexual orientation. 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, sex, affectionis 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 regards to age, race, creed, color, national origin, ancestry, marital status, sex, affectionis or sexual orientation.

The Contractor or Subcontractor, where applicable, will send to each labor union or representative of 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 or workers' representative of the Contractor's commitments under this act and shall post copies of the notice 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 and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to attempt in good faith to employ 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. 17:27-5.2 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 origin, ancestry, marital status, sex, affectionis or sexual orientation, 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 regards to age, creed, color, national origin, ancestry, marital status, sex, affectionis or sexual orientation, 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 applicable Federal court decisions.

The Contractor and its Subcontractor 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 (NJAC 17:27).

Dated: 1/18/10

  
MICHAEL J. CERNIGLIARO

WITNESSED:

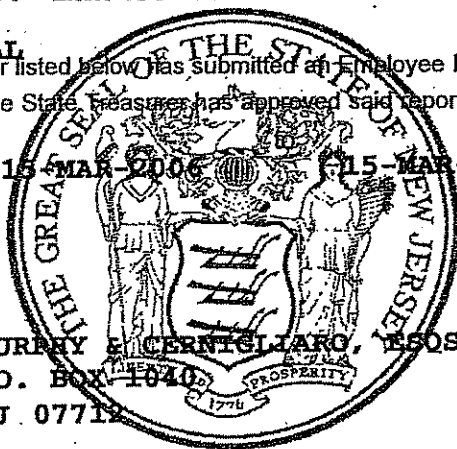
  
TRÉSA GHERDOVICH

Certification **26169**

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**RENEWAL**  
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

~~15-MAR-2006~~ ~~15-MAR-2013~~



CAMPBELL, FOLEY, LEE, MURPHY & CERNIGLARO, ESQS  
601 BANGS AVENUE, P.O. BOX 1840  
ASBURY PARK NJ 07712



*Buddy Abela*

State Treasurer

State of New Jersey Division of Taxation P.O. Box 252 Trenton, NJ 08646-0252 (609) 292-1730  
This Certificate of Authority (CA-1) must be displayed at your place of business.

STATE OF NEW JERSEY  
Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N.J. 08695

The person, partnership or corporation named below is hereby authorized to collect:

**NEW JERSEY SALES & USE TAX**

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.  
This authorization is null and void if any change of ownership or address is effected.

**CAMPBELL, FOLEY, LEE, MURPHY &  
601 BANGS AVE  
ASBURY PARK, NJ 07712**

Tax Registration No.: 221-904-067/000

Tax Effective Date: 07-01-94

Document Locator No.: C0000067312

Date Issued: 09-18-03

*Robert K. Thompson*

Director, Division of Taxation

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.