

**RESOLUTIONS ADOPTED BY CITY COUNCIL 5-9-17**

**R120-17** RESOLUTION AUTHORIZING CHANGE ORDER #1 TO CONTRACT FOR 2016 ROADWAY IMPROVEMENTS (EARLE ASPHALT COMPANY)

**R121-17** RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR NORWOOD PARK IMPROVEMENTS (THOR CONSTRUCTION)

**R122-17** RESOLUTION AUTHORIZING MAYOR TO EXECUTE LEASE WITH LONG BRANCH PARTNERS FOR SEASONAL PARKING FOR BLOCK 284, LOTS 1, 2, 4.01, 4.02, 5, 6, AND 7; BLOCK 283, LOTS 5, 6, 7, 15, 16, 17, 18, 19, 20, AND 21

**R123-17** RESOLUTION AMENDING R101-17 ADOPTED ON APRIL 11, 2017 RELATIVE TO THE EXECUTION OF THE AGREEMENT WITH LOCAL 152

**R124-17** RESOLUTION AUTHORIZING MAYOR TO EXECUTE LEASE WITH NEW JERSEY REPERTORY FOR SEASONAL PARKING LOCATED AT 132 WEST END AVENUE, LONG BRANCH FOR BLOCK 123, LOT 13

**R125-17** RESOLUTION APPROVAL PAYMENT OF BILLS

R# 120-17

## RESOLUTION AUTHORIZING CHANGE ORDER #1 TO CONTRACT FOR 2016 ROADWAY IMPROVEMENTS

**WHEREAS**, City Council approved a contract to **EARLE ASPHALT COMPANY** for 2016 Roadway Improvement Program, for an amount not to exceed \$880,138.13; and

**WHEREAS**, during preliminary work by **EARLE ASPHALT COMPANY**, it become apparent that the drainage issues along Brighton Avenue needed to be adjusted from contract quantities to as built quantities ; and

**WHEREAS**, the Engineer Leon S. Avakian and Director of Public Works, contacted **EARLE ASPHALT COMPANY** the Contractor, and secured a proposal for the necessary work and recommends that it is in the City's best interest to issue a change order for said work; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the Capital Budget, Improvements Appropriation # C-04-123-606 in the amount of **\$150,813.18**.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby approves Change Order #1 to the contract with **EARLE ASPHALT COMPANY** in the amount of **\$150,813.18**, amending the total contract amount to a sum **not to exceed \$1,030,951.31**.

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to execute any and all necessary document pursuant to said change order.

OFFERED: Sirianni  
SECOND: Pallone  
AYES: 4  
NAYES: 0  
ABSENT: 1-Celli  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 5-9-17  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 10th DAY OF May 2017

MUNICIPAL CLERK, R.M.C.  
*Kathy L. Schmeltz*

**CITY OF LONG BRANCH  
OFFICE OF THE FINANCE DIRECTOR  
344 BROADWAY  
LONG BRANCH, NJ 07740**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:


**2016 ROADWAY IMPROVEMENT CHANGE ORDER #1**

Said contract being made as follows:

<b>EARLE ASPHALT COMPANY</b>	<b>\$150,813.18</b>
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Said funds being available in the form of:

<b>CITY WIDE PAVING APPRO. # C-04-123-606,</b>	<b>\$150,813.18</b>
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\_\_\_\_\_

Michael Martin, Chief Financial Officer

5/1/17

Date

# CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.1

**Project:** 2016 ROADWAY IMPROVEMENT PROGRAM

**Project No:** LB16-03

**Contractor:** Earle Asphalt Company  
P.O. Drawer 556  
Farmingdale, NJ 07727

**Owner:** City of Long Branch  
**Date:** 4/26/2017

**Original Contract Amount:** .....  
**Previously Adjusted Contract Amount :** .....  
**Amount of this Supplemental Agreement: ...**  
**Total Adjusted Contract Amount to Date: ....**

\$880,138.13
\$880,138.13
\$150,813.18
\$1,030,951.31

You are requested to comply with the following changes from the contract plans and specification:

Item No.	Description	Quantity	Units	Unit Price	Decrease In Contract Price	Increase In Contract Price
SA1-1	INLET FILTER, TYPE I	20	SF	\$0.01	\$0.00	\$0.20
SA1-2	BARRICADES, TYPE III	5	EA	\$0.01	\$0.00	\$0.05
SA1-3	DRUMS	15	EA	\$0.01	\$0.00	\$0.15
SA1-4	TRAFFIC CONES	25	EA	\$0.01	\$0.00	\$0.25
SA1-5	CONSTRUCTION SIGN 48"x 48"	3	EA	\$0.01	\$0.00	\$0.03
SA1-6	EXCAVATION UNCLASSIFIED	100	CY	\$40.00	\$0.00	\$4,000.00
SA1-7	DENSE GRADED AGGREGATE	50	CY	\$25.00	\$0.00	\$1,250.00
SA1-8	HOT MIX ASPHALT MILLING, 3" OR LESS	2000	SY	\$7.50	\$0.00	\$15,000.00
SA1-9	HOT MIX ASPHALT 19M64 BASE COURSE 4" THICK	55	TON	\$80.00	\$0.00	\$4,400.00
SA1-10	HOT MIX ASPHALT 9.5M64 SURFACE COURSE 1.5 TO 2" THICK	950	TON	\$95.00	\$0.00	\$90,250.00
SA1-11	REPLACE INLET FRAME AND GRATE TYPE A	1	EA	\$1,500.00	\$0.00	\$1,500.00
SA1-12	REPLACE INLET FRAME AND GRATE TYPE B	1	EA	\$2,000.00	\$0.00	\$2,000.00
SA1-13	6 x 8 x 18" CONCRETE VERTICAL CURB	30	EA	\$30.00	\$0.00	\$900.00
SA1-14	CONCRETE DRIVEWAY REINFORCED 6" THICK	15	LF	\$115.00	\$0.00	\$1,725.00
SA1-15	TRAFFIC STIPES, LONG LIFE EPOXY RESINS 4" THICK	3000	LF	\$0.70	\$0.00	\$2,100.00
SA1-16	PARKING SPACE STRIPES, THERMO 4" THICK	775	LF	\$1.25	\$0.00	\$968.75
SA1-17	TRAFFIC MARKINGS, THERMOPLASTIC ( STOP BAR)	25	SF	\$30.00	\$0.00	\$750.00
SA1-18	TRAFFIC MARKINGS, THERMO (CROSSWALKS TYPE 2)	125	SY	\$30.00	\$0.00	\$3,750.00
SA1-19	TRAFFIC MARKINGS, THERMO ( RR CROSSING)	1	LS	\$718.75	\$0.00	\$718.75
SA1-20	RESET UTILITY VALVES	8	EA	\$50.00	\$0.00	\$400.00
SA1-21	RESET EXISTING MANHOLE CASTINGS	15	EA	\$300.00	\$0.00	\$4,500.00
SA1-22	REMOVE TEMP BITUMINOUS RAMPS	1	LS	\$16,600.00	\$0.00	\$16,600.00
Total Decrease per this Agreement					\$0.00	
Total Increase per this Agreement						\$150,813.18

Net Change in Contract Price due to this agreement

\$150,813.18  
\$150,813.18

The sum of **\$150,813.18** is hereby added to the Total Contract Price and the total Adjusted contract Price to date is hereby equal to .....

**\$1,030,951.31**

**Reason for Change:** Additional work at the Cities' request

Recommended by:

  
(Engineer)

Date: 4/24/17

Accepted by:

  
(Contractor)

Date: 4/24/17

Approved by:

  
Prepared by Leon S. Avakian, Inc.

Date: 5-2-17

**LEON S. AVAKIAN INC.**  
 Consulting Engineer  
 788 Wayside Road  
 Neptune, New Jersey 07753

# LETTER OF TRANSMITTAL

(732) 922-9229 Fax (732) 922-0044

TO City of Long Branch

344 Broadway

Long Branch, NJ 07740

DATE: 4-26-17	JOB NO: LB 16-03
ATTENTION: Mr. David Spaulding, Jr., RPPO, QPA	
RE: Purchasing Agent	
2016 Road Improvement Program	

WE ARE SENDING YOU ☒ Attached ☐ Under a separate cover via \_\_\_\_\_ the following items:

- ☐ Shop drawings    ☐ Prints    ☐ Plans    ☐ Samples    ☐ Specifications  
☐ Copy of letter    ☐ Change order    ☐ \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
3	4/26/17		Change Order and Supplemental Agreement No. 1

THESE ARE TRANSMITTED as checked below:

- ☐ For approval    ☐ Approved as submitted    ☐ Resubmit \_\_\_\_\_ copies for approval  
☒ For your use    ☐ Approved as noted    ☐ Submit \_\_\_\_\_ copies for distribution  
☐ As requested    ☐ Returned for corrections    ☐ Return \_\_\_\_\_ corrected prints  
☐ For review and comment    ☐ \_\_\_\_\_  
☐ FOR BIDS RECEIVED \_\_\_\_\_    ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS: \_\_\_\_\_

COPY TO:

File  
 Earle Asphalt Company

SIGNED: \_\_\_\_\_ Gerald J. Freda, P.E.

*If enclosures are not as noted, kindly notify us at once.*

R121-17

RESOLUTION AUTHORIZING AWARD OF CONTRACT  
FOR NORWOOD PARK IMPROVEMENTS

WHEREAS, sealed bids were received and publicly opened at the Long Branch Municipal Building on April 25, 2017 for Improvements to Norwood Park Improvements.

WHEREAS, SIX (6) bids were received as follows:

Thor Construction \$74,956.00 / Shore lands Construction \$140,500.00 / Precise \$99,361.00 / Your Way \$100,662.85 / Brennan Bros \$136,998.00 / Glenside \$112,200.00; and

WHEREAS, bids were evaluated and reviewed by the Purchasing Agent and T & M Engineers the City's Consulting Engineer; and

WHEREAS, it is the recommendation of the T & M City Consulting Engineer that the City of Long Branch awards a contract to **Thor Construction PO Box 518 West Long Branch ,NJ 07764 in an amount not to exceed \$79,948** representing the total base bid and Alternates #1; and

WHEREAS, the Chief Financial Officer of the City of Long Branch certifies, in accordance with the Certification of Funds form attached hereto, that the funds for this project are available in Appropriations for the amounts of. # H-02-036-401 \$17,359.05, # H-02-037-401 \$2,315.92, # H-02-038-340 \$2,991.12, # H-02-039-305 \$14,067.28, # H-02-040-305 \$4,045.70, # H-02-041-305 \$23,541.37, and # H-02-042-305-\$15,882.33. and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a contract to **Thor Construction PO Box 518 West Long Branch ,NJ 07764 in an amount not to exceed \$79,948.00 for Improvements to Norwood Park.**

OFFERED: Sirianni  
SECOND: Pallone  
AYES: 4  
NAYES: 0  
ABSENT: 1-Celli  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 5-4-17  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 10<sup>th</sup> DAY OF May 20 17  
MUNICIPAL CLERK, R.M.C.

*Kathy L. Schemelz*

**CITY OF LONG BRANCH  
OFFICE OF THE FINANCE DIRECTOR  
344 BROADWAY  
LONG BRANCH, NJ 07740**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

**NORWOOD PARK IMPROVEMENTS**


Said contract being made as follows:

**THOR CONSTRUCTION \$79,948.00**

Said funds being available in the form of:

**NORWOOD PARK IMPROVEMENTS H-02-036-401 \$17,359.05, H-02-037-401, \$ 2,315.92, H-02-038-340 \$ 2,991.12, H-02-039-305, \$ 14,067.28 H-02-040-305 \$4,045.70 H-02-041-305 \$23,541.37 H-02-042-305 \$15,882.33**

**GRAND TOTAL \$79,948.00**

  
\_\_\_\_\_  
Michael Martin, Chief Financial Officer

  
\_\_\_\_\_  
Date



**YOUR GOALS. OUR MISSION.**

LBRH-01860

April 25, 2017  
*Via email and First Class Mail*

Mr. David Spaulding, Jr.  
Purchasing Agent  
City of Long Branch  
344 Broadway  
Long Branch, NJ 07740

**Re: Norwood Avenue Pocket Park  
Review of Bids and Recommendation of Award – Project Re-bid**

Dear Mr. Spaulding:

On Tuesday, April 25, 2017, bids were received for the Norwood Avenue Pocket Park Improvements. A detailed bid summary is attached. Six bids were received as summarized below:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alt. 1</u>	<u>Alt. 2</u>	<u>Total</u>
Thor Construction	\$ 74,956.00	\$4,992.00	\$19,600.00	\$ 99,548.00
Shorelands Construction	\$140,500.00	\$4,992.00	\$ 9,500.00	\$154,992.00
Precise Construction	\$ 99,361.00	\$4,160.00	\$24,000.00	\$127,521.00
Your Way Construction	\$100,662.85	\$4,076.80	\$41,000.00	\$145,739.65
Brennan Bros. Contracting	\$136,998.00	\$7,488.00	\$45,107.00	\$189,593.00
Glenside Equipment	\$112,200.00	\$7,072.00	\$19,900.00	\$139,172.00

Based on our review of the bids, the apparent low bidder is Thor Construction located at 39 Girard Avenue, West Long Branch, NJ 07764.

It is our recommendation that the project be awarded to Thor Construction for the base bid and alternates in the amount of \$99,548.00 subject to availability of funds and approval of the Borough Attorney.

Should you have any questions regarding this information, please do not hesitate to contact this office.

Very truly yours,

T&M ASSOCIATES

  
BRIAN LEFF, PP, LLA  
SUPERVISING LANDSCAPE ARCHITECT

BL:der  
Enclosures

Cc: Jeff Kozic, T&M  
Tim Kinsella, T&M  
Bob Gregoria, T&M

G:\Projects\LBRH\01860\Correspondence\170425-bl-bid recommendation.doc

# NORWOOD AVENUE POCKET PARK

ITEM	UNIT	Quantity	Engineer's Estimate		Thor Construction Group		Shorelands Construction		Precise Construction		Your Way Construction		Brennan Bros. Contracting		Glenside Equipment			
			UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL		
BASE BID																		
Site Work	LS	1	\$7,500.00	\$7,500.00			\$ 6,000.00	\$ 6,000.00	\$ 40,703.00	\$ 40,703.00	\$ 25,000.00	\$ 25,000.00	\$ 3,800.00	\$ 3,800.00	\$ 7,330.00	\$ 7,330.00	\$ 42,500.00	\$ 42,500.00
Concrete Pavers, Pedestrian	SF	832	\$16.00	\$13,312.00			\$ 15.00	\$ 12,480.00	\$ 12.00	\$ 9,984.00	\$ 15.00	\$ 12,480.00	\$ 26.10	\$ 21,715.20	\$ 21.00	\$ 17,472.00	\$ 20.00	\$ 16,640.00
Concrete Sidewalk, 4" thick	SY	68	\$50.00	\$3,400.00			\$ 70.00	\$ 4,760.00	\$ 55.00	\$ 3,740.00	\$ 63.00	\$ 4,284.00	\$ 74.60	\$ 5,072.80	\$ 83.00	\$ 5,644.00	\$ 75.00	\$ 5,100.00
9"x18" Concrete Curb	LF	60	\$21.00	\$1,260.00			\$ 50.00	\$ 3,000.00	\$ 80.00	\$ 4,800.00	\$ 35.00	\$ 2,100.00	\$ 38.20	\$ 2,292.00	\$ 39.00	\$ 2,340.00	\$ 25.00	\$ 1,500.00
Seat Wall, 24" w x 30" ht.	LF	78	\$70.00	\$5,460.00			\$ 200.00	\$ 15,600.00	\$ 450.00	\$ 35,100.00	\$ 150.00	\$ 11,700.00	\$ 288.60	\$ 22,510.80	\$ 514.00	\$ 40,092.00	\$ 250.00	\$ 19,500.00
Sign Foundation	LS	1	\$3,000.00	\$3,000.00			\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,400.00	\$ 5,400.00	\$ 8,996.00	\$ 8,996.00	\$ 3,750.00	\$ 3,750.00
Sign Installation	LS	1	\$1,500.00	\$1,500.00			\$ 800.00	\$ 800.00	\$ 4,500.00	\$ 4,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,012.00	\$ 1,012.00	\$ 9,021.00	\$ 9,021.00	\$ 2,250.00	\$ 2,250.00
Flagpole	EA	1	\$5,000.00	\$5,000.00			\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,172.00	\$ 3,172.00	\$ 8,040.00	\$ 8,040.00	\$ 2,750.00	\$ 2,750.00
Rhododendron, 3-4' ht.	EA	5	\$75.00	\$375.00			\$ 160.00	\$ 800.00	\$ 160.00	\$ 800.00	\$ 150.00	\$ 750.00	\$ 113.40	\$ 567.00	\$ 110.00	\$ 550.00	\$ 150.00	\$ 750.00
Dense Yew, 18"-24" ht.	EA	10	\$45.00	\$450.00			\$ 55.00	\$ 550.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 112.00	\$ 1,120.00	\$ 78.00	\$ 780.00	\$ 75.00	\$ 750.00
China Girl Holly, 3-4' ht.	EA	4	\$75.00	\$300.00			\$ 220.00	\$ 880.00	\$ 150.00	\$ 600.00	\$ 175.00	\$ 700.00	\$ 1,444.00	\$ 5,776.00	\$ 110.00	\$ 440.00	\$ 175.00	\$ 700.00
Hoopsi Spruce, 10'-12' ht.	EA	1	\$750.00	\$750.00			\$ 1,100.00	\$ 1,100.00	\$ 1,200.00	\$ 1,200.00	\$ 750.00	\$ 750.00	\$ 945.00	\$ 945.00	\$ 360.00	\$ 360.00	\$ 499.50	\$ 499.50
Fertilizer and Seed, Type 'G'	SY	324	\$1.00	\$324.00			\$ 0.75	\$ 243.00	\$ 1.00	\$ 324.00	\$ 2.00	\$ 648.00	\$ 2.70	\$ 874.80	\$ 2.00	\$ 648.00	\$ 1.00	\$ 324.00
Straw Mulch	SY	324	\$0.50	\$162.00			\$ 0.75	\$ 243.00	\$ 1.00	\$ 324.00	\$ 1.00	\$ 324.00	\$ 1.00	\$ 324.00	\$ 2.50	\$ 810.00	\$ 1.00	\$ 324.00
Trucking and Disposal - Impacted Soil	Ton	225	\$50.00	\$11,250.00			\$ 79.00	\$ 17,775.00	\$ 75.00	\$ 16,875.00	\$ 75.00	\$ 16,875.00	\$ 60.75	\$ 13,668.75	\$ 75.00	\$ 16,875.00	\$ 37.50	\$ 8,437.50
Importation Certified Clean Topsoil	Ton	225	\$40.00	\$9,000.00			\$ 29.00	\$ 6,525.00	\$ 58.00	\$ 13,050.00	\$ 50.00	\$ 11,250.00	\$ 52.50	\$ 11,812.50	\$ 56.00	\$ 12,600.00	\$ 25.00	\$ 5,625.00
Visual Barrier (under the cap)	SF	4000	\$0.15	\$600.00			\$ 0.30	\$ 1,200.00	\$ 0.50	\$ 2,000.00	\$ 1.00	\$ 4,000.00	\$ 0.15	\$ 600.00	\$ 1.25	\$ 5,000.00	\$ 0.20	\$ 800.00
Base Bid Total				\$63,643.00			\$ 74,956.00		\$ 140,500.00		\$ 99,361.00		\$ 100,662.85		\$ 136,998.00		\$ 112,200.00	
ADD ALTERNATE #1, concrete base for paver plaza																		
Concrete Pavers on Concrete Base	SF	832	\$20.00	\$16,640.00			\$ 21.00	\$ 17,472.00	\$ 18.00	\$ 14,976.00	\$ 20.00	\$ 16,640.00	\$ 31.00	\$ 25,792.00	\$ 30.00	\$ 24,960.00	\$ 25.50	\$ 21,216.00
Deduct Concrete Pavers, Pedestrian	SF	832	-\$16.00	-\$13,312.00			\$ (15.00)	\$ (12,480.00)	\$ (12.00)	\$ (9,984.00)	\$ (15.00)	\$ (12,480.00)	\$ (26.10)	\$ (21,715.20)	\$ (21.00)	\$ (17,472.00)	\$ (17.00)	\$ (14,144.00)
Net Addition				\$3,328.00			\$ 4,992.00		\$ 4,992.00		\$ 4,160.00		\$ 4,076.80		\$ 7,488.00		\$ 7,072.00	
ADD ALTERNATE #2, Electric Service, including uplights and meter cabinet																		
Electric Service, including uplights and meter cabinet	LS	1	\$15,000.00	\$15,000.00			\$ 19,600.00	\$ 19,600.00	\$ 9,500.00	\$ 9,500.00	\$ 24,000.00	\$ 24,000.00	\$ 41,000.00	\$ 41,000.00	\$ 45,107.00	\$ 45,107.00	\$ 19,900.00	\$ 19,900.00
Net Addition				\$15,000.00			\$ 19,600.00		\$ 9,500.00		\$ 24,000.00		\$ 41,000.00		\$ 45,107.00		\$ 19,900.00	
BID TOTAL				\$81,971.00			\$ 99,548.00		\$ 154,992.00		\$ 127,521.00		\$ 145,739.65		\$ 189,593.00		\$ 139,172.00	

R - 122-17

**RESOLUTION AUTHORIZING MAYOR TO EXECUTE LEASE WITH LONG BRANCH PARTNERS FOR SEASONAL PARKING FOR BLOCK 284, LOTS 1, 2, 4.01, 4.02, 5, 6, AND 7, BLOCK 283, LOTS 5, 6, 7, 15, 16, 17, 18, 19, 20, AND 21.**

**WHEREAS**, the City of Long Branch is desirous in attempting to provide additional seasonal parking for the public between the dates of May 15 and October 15; and

**WHEREAS**, additional public parking is for the public good in allowing the public to relieve parking issues in and around the Pier Village area; and

**WHEREAS**, the City of Long Branch has entered into a conditional developers agreement with Long Branch Partners; and

**WHEREAS**, Long Branch Partners is the owner of Block 284, Lots 1, 2, 4.01, 4.02, 5, 6 and 7 and Block 283, Lots 5, 6, 7, 15, 16, 17, 18, 19, 20 and 21; and

**WHEREAS**, Long Branch Partners has expended significant sums of money demolishing buildings that are located on the above mentioned lots; and

**WHEREAS**, Long Branch Partners is desirous in cooperating with the City to provide the City with use of the above mentioned lots for seasonal public parking from May 15, 2017 to October 15, 2017 pursuant to the terms and conditions of the lease annexed hereto; and

**WHEREAS**, the entry of this lease by the Mayor of the City of Long Branch is in

the best interest of the citizens of the City of Long Branch as it would provide additional parking under the control of the City and at rates which would be lower than private lots; and

**WHEREAS**, the entry of this lease shows the cooperation between the conditional developer, Long Branch Partners and the City of Long Branch; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor of the City of Long Branch being the same hereby is authorized to execute the lease annexed hereto and made a part hereof for seasonal parking between May 15, 2017 and October 15, 2017 covering Block 284, Lots 1, 2, 4.01, 4.02, 5, 6 and 7 and Block 283, Lots 5, 6, 7, 15, 16, 17, 18, 19, 20; and

**BE IT FURTHER RESOLVED**, that the City of Long Branch and Long Branch Partners acknowledges that the City of Long Branch hold mortgages on Block 283, Lots 7 and 21.

MOVED: Sirianni

SECONDED: Pallone

AYES: 4

NAYES: 0

ABSENT: 1- Celli

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 5-9-17  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 10th DAY OF May, 20 17

[Signature]  
Municipal Clerk

# Lease

This Lease is made on  
**BETWEEN** the Tenant(s)  
**LONG BRANCH PARTNERS**

whose address is

referred to as the "Tenant,"  
**AND** the Landlord  
**CITY OF LONG BRANCH**

whose address is  
**344 BROADWAY**  
**LONG BRANCH, NEW JERSEY 07740**

referred to as the "Landlord."  
The word "Tenant" means each Tenant named above.

1. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the property known as VACANT LAND ON BLOCK 284 LOTS 1, 2, 4.01, 4.02 5, 6 AND 7, BLOCK 283 LOTS 5, 6, 7, 15, 16, 17, 18, 19, 20 AND 21. referred to as the "Property."

2. **Term.** The term of this Lease is for 5 MONTHS starting on May 15, 2017 and ending October 15, 2017. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Property at the start of this Lease. However, rent will only be charged from the date on which possession of the Property is made available to the Tenant. If the Landlord cannot give possession within 30 days after the starting date, the Tenant may cancel this Lease.

3. **Rent.** The Tenant agrees to pay \$1.00 as rent, to be paid as follows: \$\_\_\_\_\_ per month, due on the \_\_\_\_\_ day of each month. The first payment of rent and any security deposit is due upon the signing of this Lease by the Tenant. The Tenant must pay a late charge of \$\_\_\_\_\_ for each payment that is more than 10 days late. This late charge is due with the monthly rent payment. All rent and other payments due the Landlord hereunder shall be made at the address given above or such other address as the Landlord shall specify in writing.

4. **Use of Property.** The Tenant may use the Property only for the following purpose(s):  
**THE CITY OF LONG BRANCH SHALL MANAGE THE PROPERTY TO BE USED FOR SEASONAL PARKING FOR THE PUBLIC AND CHARGE THE SAME RATES AS BEING CHARGED AT THE CHANDLER AND MAPPS LOT TO THE EAST AND AS DIRECTED BY THE CITY ORDINANCE.**

~~5. **Eviction.** If the Tenant does not pay the rent within \_\_\_\_\_ days after it is due, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term. The Tenant must also pay all costs of re-entering, re-renting, cleaning and repairing the Property. Rent received from any new tenant will reduce the amount owed the Landlord.~~

~~6. **Payments by the Landlord.** If the Tenant fails to comply with the terms of this Lease, the Landlord may take any required action and charge the cost to the Tenant as additional rent. Failure to pay such additional rent upon demand is a violation of this Lease.~~

7. **Care of the Property.** The Tenant has examined the Property, ~~including all facilities, furniture and appliances,~~ and is satisfied with its present condition. The Tenant agrees to maintain the property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Tenant must pay for all repairs, replacements and damages caused by the act or neglect of the Tenant or the Tenant's visitors. The Tenant will remove all of the Tenant's property at the end of this Lease. Any property that is left becomes the property of the Landlord and may be thrown out.

8. **Quiet Enjoyment.** The Tenant may remain in and use the Property without interference by the Landlord or anyone claiming through the Landlord, subject to the terms of this Lease.

9. **Validity of Lease.** If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.

~~10. **Lead Paint Lease Disclosure.** The Landlord, Tenant and Agent (if any), have signed the "Disclosure to Tenants" form for lease of residential property (if the housing was built before 1978). For all such above leases the tenant has also been provided with a copy of the EPA pamphlet, "Protect Your Family from Lead in Your Home" 42 U.S.C. 4852d; 24 C.F.R. 35.88; 40 C.F.R. 745.107.~~

~~11. **Private Well Testing Act (N.J.S.A. 58-12A-28 et seq.)** In accordance with the Private Well Testing Act (the "Act"), if potable water for the Property is supplied by a private well, and testing of the water supply is not required pursuant to any other State law, the Landlord is required to test the water (i) by March 14, 2004, and (ii) every five years thereafter, in the manner established under the Act and to provide a copy of the results thereof to each tenant. If such testing has been done prior to the date hereof, upon signing this Lease, the Landlord shall provide the Tenant with a written copy of the most recent test results.~~

12. **Flood Hazard Area.** The Tenant acknowledges that the Property ☐ is ☐ is not located within a flood hazard area.

13. **Parties.** The Landlord and each of the Tenants is bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

~~14. **Attorneys' Fees.** The Tenant shall pay the Landlord's costs incurred in the collection of any moneys owed the Landlord hereunder, costs related to any eviction action, and costs incurred by the Landlord in performing the Tenant's obligations, together with reasonable attorneys' fees in connection therewith. If the Tenant is permitted to use the Property for residential purposes pursuant to Section 4 above and if the Tenant in fact uses the Property for residential uses, the following provision shall also apply: IF THE TENANT IS SUCCESSFUL IN ANY ACTION OR SUMMARY PROCEEDING ARISING OUT OF THIS LEASE, THE TENANT SHALL RECOVER ATTORNEY'S FEES OR EXPENSES, OR BOTH FROM THE LANDLORD TO THE SAME EXTENT THAT THE LANDLORD IS ENTITLED TO RECOVER ATTORNEY'S FEES OR EXPENSES, OR BOTH AS PROVIDED IN THIS LEASE. If the Tenant is not permitted to use the Property for residential purposes or does not use the Property for residential purposes, the preceding sentence shall have no force and effect.~~

15. **Entire Lease.** All promises the Landlord has made are contained in this written lease. This Lease can only be changed by an agreement in writing by both the Tenant and the Landlord.

16. **Signatures.** The Landlord and the Tenant agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

\_\_\_\_\_  
City of Long Branch, Landlord (Seal)

\_\_\_\_\_  
, Landlord (Seal)

\_\_\_\_\_  
Long Branch Partners, LLC, Tenant (Seal)

\_\_\_\_\_  
Tenant (Seal)

## **ADDENDUM TO LEASE**

1. The City of Long Branch will hold harmless and indemnify Long Branch Partners for any damages caused or claims made of any kind in any nature against Long Branch Partners as a result of this lease.
2. The City of Long Branch shall provide insurance on Block 284, Lots 1, 2, 4.01, 4.02, 5, 6 and 7 and Block 283, Lots 5, 6, 7, 15, 16, 17, 18, 19, 20 and 21 in the amount of \$1 million dollars per occurrence for liability and a 10 million dollar umbrella policy and name Long Branch Partners as additional Insureds.
3. Lessor (Long Branch Partners) shall have the right to place signage on the leased lots promoting its project during the lease term at Lessors cost.
4. The within lease is non-assignable.
5. During the term of the lease, Lessee shall identify to Lessor any and all improvements, if any and agrees to remove any such improvements if requested by Long Branch Partners at the City of Long Branch's sole cost and expense.
6. The City of Long Branch agrees to maintain the lots during the lease term to include policing and removal of any garbage and waste from the lots at the City of Long Branch's sole cost and expense.

**RESOLUTION AMENDING R101-17 ADOPTED ON  
APRIL 11, 2017 RELATIVE TO THE EXECUTION OF THE  
AGREEMENT WITH LOCAL 152**

**WHEREAS**, the City Council of the City of Long Branch adopted R101-17 authorizing the Mayor and City Clerk to execute an agreement with Local 152; and

**WHEREAS**, the issues that were corrected in the MOU were not incorporated in the contract; and

**WHEREAS**, said corrections have been made and a copy of the revised agreement is attached hereto.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Long Branch that the Mayor and City Clerk are hereby authorized on behalf of the City of Long Branch to execute the attached amended agreement with Local 152 for the period of January 1, 2017 through December 31, 2018.

MOVED: Sirianni

SECONDED: Pallone

AYES: 4

NAYES: 0

ABSENT: 1-Celli

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 5-9-17  
IN WITNESS WHEREOF, I HAVE HERESUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 10<sup>th</sup> DAY OF MAY 2017

Kathy L. Schmeltz  
Municipal Clerk

**CONTRACT AGREEMENT  
BETWEEN**

**THE CITY OF LONG BRANCH  
and  
THE UNITED FOOD AND COMMERCIAL WORKERS' UNION  
UFCW LOCAL 152  
PROFESSIONAL DIVISION**

**JANUARY 1, 2017 through DECEMBER 31, 2018**

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ARTICLE I  
DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 2017 and shall continue in full force and effect through December 31, 2018.

## ARTICLE II

### UNION RECOGNITION

A. The City hereby recognizes the Union as the sole and exclusive representative for collective bargaining concerning terms and conditions of employment for all full-time permanent and provisional supervisory employees of the City of Long Branch, New Jersey, who serve in the job titles set forth below.

B. All employees working in job titles which are not specifically listed below are excluded from the unit. Recognized job titles include:

- Director, Senior Citizen Affairs
- Director of Building and Development
- Director of Community Development
- Director of Health
- Director of Public Works
- Director of Recreation
- Municipal Court Director
- Assistant Director of Planning
- Comptroller
- Tax Collector
- Tax Assessor
- Assistant Tax Assessor
- Purchasing Agent
- Supervising Code Enforcement Officer
- Supervising Mechanic (DPW)
- Senior Sanitary Inspector
- Principal Sanitary Inspector
- Sanitary Inspector
- Sanitary Inspector - Trainee
- Senior Building Inspector
- Fire Official
- Personnel Technician
- Municipal Parks Superintendent/Superintendent  
of Public Property (DPW)
- General Supervisor Sanitation (DPW)
- Supervisor, Building Service (DPW)
- Supervisor, Public Works (DPW)

Supervisor, Traffic Maintenance  
Supervising Maintenance Repairer  
Coordinator of State and Federal Grants  
Assistant Director of Economic & Industrial  
Development  
Construction Code Official  
Plumbing Inspector  
Electrical Inspector  
Building Inspector  
Sub-Code Inspector  
General Supervisor, Garage Services  
Community Organization Specialist  
Administrative Clerk  
Municipal Recycling Coordinator  
Principal Personnel Clerk  
Supervisor of Accounts  
Administrative Clerk  
Administrative Secretary  
UCC Coordinator  
Municipal Court Administrator  
Housing Coordinator  
Recreation Supervisor  
Director of Neighborhood Preservation Program  
Fire Prevention Specialist  
Supervising Fire Prevention Specialist  
Administrative Analyst  
Program Coordinator (drug and alcohol abuse)  
Assistant Public Works Superintendent  
Director of Maintenance Services

C. The City and the Union agree that all managerial executives, including the City Business Administrator; all confidential employees, including the City Clerk, Assistant City Clerk and Director of Finance; all police employees; all firefighters and Fire Department Superior Officers; all craft employees; and, all non-supervisory and non-professional employees shall be excluded from the Unit.

D. In the event that the City establishes a new job title and/or position, it shall notify the Union and provide the Union with a copy of the applicable job description. Should the Union determine that the new position may appropriately be included in the bargaining

unit, it shall notify the City in writing and seek an agreement to add that position to the Recognition Article. In the event that the parties cannot reach agreement on the inclusion of a new position in the negotiations unit, the Union may initiate an appropriate Petition before the Public Employment Relations Commission.

E. Unless otherwise indicated, the terms "Employee" or "Employees" shall refer to all persons represented by the Union in the above-described negotiations unit. The use of a masculine pronoun shall be understood to refer to both male and female members of the negotiations unit.

### ARTICLE III

#### EMPLOYEE RIGHTS

A. The City hereby agrees that every eligible employee shall have the right to freely organize, join and support the Union and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The City agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by N.J.S.A. 34:13A-5.1 et. seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee by reason of membership, participation, collective bargaining, grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment due to Union activities.

B. It is further agreed that the Union shall not discriminate against any employee because of race, color, creed, national origin, political belief, sex, age, service in the armed forces, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, gender identity or expression, disability or atypical hereditary cellular or blood trait, or any other characteristic protected by law.

## ARTICLE IV

### MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of the City of Long Branch. Such powers of the City shall be limited by the statutes of New Jersey governing public employee relations (the Public Employment Relations Commission) and any amendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authorities, duties and responsibilities under Title 40, 40A N.J.S.A and Title 11A N.J.S.A. or any other national, state, county or local laws or ordinances.

ARTICLE V  
AUTHORIZED SALARY DEDUCTIONS

A. The City, in compliance with N.J.S.A. 52:14-15.9(c), agrees to the following conditions:

1. Upon receipt of a duly signed authorization form from each individual employee, the City shall deduct monthly membership dues and initiation fees. Remittance of deductions shall be as directed by the authorization.

2. The amount of monthly dues and initiation fees will be certified in writing by the Union and the amount shall be uniform for all members.

3. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the City, through error or oversight, failed to make deduction in any monthly period.

4. Dues deducted from employees' pay will be transmitted by check as directed within fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

5. A new dues deduction authorization card will automatically cancel any prior deduction authorization on file with the City.

6. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

7. Pursuant to State law governing "Agency Shop", the City will forward in the manner set forth herein, to the Union, eighty-five (85%) percent of the prevailing monthly dues for each employee who has not submitted a duly signed authorization. Such payment will represent a legal deduction from each affected employee's wages.

8. The City agrees to inform all newly hired employees who are eligible to join the Union that they may join the Union sixty (60) days thereafter.

9. At the election of the employee, voluntary contributions may be deducted in an amount specified by the employee to the Bryan D. Ross Foundation charity established by UFCW, Local 152. The Union shall provide the City with the necessary information to administer this deduction.

## ARTICLE VI

### UNION REPRESENTATION

A. Designated representatives of the Union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter City facilities or premises, it will request such permission from the Business Administrator and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the City government or the normal duties of its employees.

B. The City agrees to provide reasonable bulletin board space for the posting of notices of information by the Union or its members.

C. The Union may, subject to the advance approval of the Business Administrator, use City facilities for union activities such as meetings, provided that such activities are scheduled outside of regular working hours and do not interfere with the conducting of City business. Approval for Union use of City facilities shall not be unreasonably withheld.

D. The City agrees that up to two (2) members of the Union shall be granted up to four (4) total days per year of leave without loss of pay to attend Union conventions and meetings. The Union shall have complete discretion in determining how such leave shall be allocated (e.g., all four (4) days can be granted to a single individual). The Union shall give reasonable advance notice to the Business Administrator of the dates on which such leave will be taken and the identity of the individuals who will take it..

E. Local Union representatives who participate, on behalf of the Union, in negotiations and/or the processing of grievances at times mutually agreed upon by the City and the Union shall be granted time off without loss of pay for such purposes.

## ARTICLE VII

### SALARIES AND LONGEVITY

A. Effective January 1, 2017, the base salaries of employees who were on the City payroll on that date in their current Job titles shall be increased by \$1500 or two (2%) over their then existing base salary, whichever amount is greater. Effective January 1, 2018, the base salaries of employees who were on the City payroll on that date in their current Job titles shall be increased by \$1500 or two (2%) over their then existing base salary, whichever amount is greater.

B. Employees shall receive a longevity increment of \$500 after five (5) years of fulltime employment and an additional increment of \$500 for each additional five (5) years of fulltime employment. Longevity increments shall be incorporated into the base salary for purposes of computing pension contributions and overtime.

In the event that the City eliminates longevity for all other City employees, the date of the City's action to do so shall be deemed the "triggering event" as defined in this Section. At the time the triggering event occurs, employees shall receive a \$500 bump in longevity, have their longevity frozen at its then current rate, and rolled into the base salary for all current unit members for a one-time increase in their base pay. No employee shall be deemed to have forfeited his or her right to receive a longevity increment for the reason that it was earned in a short time span prior to the triggering event. All new hires after the triggering event shall not be eligible to receive any longevity benefit.

C. The scheduling of employee pay days shall continue in accordance with established administrative practice. Employees who wish to receive paychecks which normally would be distributed during the course of a vacation prior to leaving on vacation shall request such early payment, in writing, from the City Comptroller, at least thirty (30) days prior to the scheduled start of the vacation period.

D. Employees who anticipate absence from work on pay day may receive their paychecks on the day prior to pay day provided they submit request for such early payment in writing.

ARTICLE VIII  
HOURS OF WORK

A. The regular workday shall be an eight (8) hour day with one (1) hour off for lunch. However, the regular work day for all members of this bargaining unit assigned to the Department of Public Works (with the exception of the Recycling Coordinator position) shall be an eight (8) hour day with a thirty (30) minute unpaid lunch.

B. Except as specified below, the regular work week shall consist of five (5) regular work days totaling forty (40) hours, inclusive of lunch. The scheduling of lunch shall be in accordance with the practice of the various departments as it existed before the initiation of negotiations.

C. Although the standard work week shall run from Monday through Friday and the standard work day shall commence at 8:30 a.m. and run until 4:30 p.m., management reserves the right, upon 60 days' prior notice to affected employees, to establish alternative work schedules as circumstances require and as it may deem appropriate.

D. Management may require employees to be in attendance for work on any day or days, or at any hour, whenever it is determined that a public exigency or emergency so requires.

E. Notwithstanding any other provision of this Article or Agreement, the hours of work of Department Heads and Directors and other positions covered by this Agreement set forth herein shall not be defined or limited by this Agreement, but shall, rather, be defined by the requirements of the job. It is understood and agreed that Department Heads and

Directors and other positions covered by this Agreement set forth herein shall be available for work at any time circumstances require. Department Heads and Directors and other positions covered by this Agreement set forth herein shall, however, have flexibility in scheduling their working time to meet the requirements of their positions. As defined herein, these "other positions covered by this Agreement" include Tax Assessor, Tax Collector, Construction Code Official and UCC Coordinator, Principal Sanitary Inspector, Assistant Planning Director, Comptroller and all members of this bargaining group assigned to the Department of Public Works (with the exception of the Recycling Coordinator).

The above-listed employees, while not eligible for overtime, will receive a "compensatory day" if they work an additional 8 hours or more within a 24 hour period in addition to their regularly scheduled shift. Said compensatory day will normally be taken within 10 business days of the date on which it is earned. If, due to operational issues, the compensatory day cannot be taken within that 10 day period, it shall be taken, with the prior approval of the employee's supervisor or, for Department Heads, the Business Administrator and/or the Business Administrator's designee, within 90 calendar days of the day on which the day was earned. The compensatory day will be lost if not used within the aforementioned 90 day period, which will be extended only if the employee is not permitted by his/her supervisor or, for Department Heads, the Business Administrator and/or the Business Administrator's designee. Under no circumstances will the employee ever be paid for said compensatory day.

Department Heads who would otherwise under this section be permitted to "flex" their working hours with the City will not be permitted to do so (that is, schedule their work hours with the City for hours other than between 8:30 a.m. and 4:30 p.m.) for the purpose of working in a "second job" or employment other than with the City.

## ARTICLE IX

### OVERTIME

A. The City has the right to schedule overtime work as required in a manner most advantageous to the municipality and consistent with the requirements of the City, the public interest and applicable law. No overtime shall be worked by any employee covered by this Agreement unless previously authorized by the employee's supervisor.

B. Overtime opportunities will be distributed as equally as is practical among employees in the same department and shift, provided that the employee is qualified to perform the work available during the overtime hours.

C. An employee shall be paid at time and one-half (1 ½) his regular rate of pay for all work in excess of forty (40) hours per week and for hours worked on a Saturday or Sunday. "Regular Work Day" means any weekday, Monday through Friday, except as individually assigned. "Regular Work Week" means Monday through Friday, except as individually assigned.

D. The City may provide compensatory time in lieu of overtime for non-exempt employees who work in excess of the contractual limits for work hours. Compensatory time shall be earned in the same manner as set forth in this Article. Consistent with past practice, the employee's supervisor, with input from the employee, will determine whether to pay overtime or provide compensatory time in lieu of overtime. The compensatory time will be "banked" by employees, and the City will maintain a record of said bank. Said accrued compensatory time shall be carried from year to year.

E. No compensatory time will be approved for employees unless a "Compensatory Time Form" is submitted to the City Administrator. The form must include the supervisor's signature, indicating approval of the extra time worked by the employee and the reason for the overtime worked. Employees will be eligible to accrue no more than 240 hours of compensatory time.

F. The cap for accumulated compensatory time for Fire Prevention Specialists shall be 480 hours. The cap for accumulated compensatory time for all other employees covered in the unit shall be 240 hours.

G. Compensatory time may be used by employees with the prior approval of the employee's supervisor, which approval shall not be unreasonably withheld. Use of compensatory time is to be requested by the employee through the submission of the "Absence Form" to his/her supervisor. Compensatory time may not be used in less than 1 hour increments. Any exceptions due to special circumstances to this rule may be granted by the City Administrator upon the recommendation of the immediate supervisor of the employee. The City, in its sole discretion, may choose to pay employees for accrued compensatory time or, alternatively, to require employees to utilize accrued comp time.

H. Employees who are paid for 7 hours in a workday (regardless of whether they actually work that time) will be eligible for a paid lunch period. No employee shall be eligible for either overtime or compensatory time unless he or she works in excess of 40 hours per week, including time when an employee is paid for sick leave or vacation leave (unless otherwise provided for by the terms of this agreement).

I. An employee called upon to work in an emergent situation before or after his normal work shift or on weekends or holidays or while out sick or on other approved leave,

or off for any other approved purpose or other scheduled day off, shall receive no less than four (4) hours' pay at overtime rate for each occurrence.

J. Vacation days, personal days or any of the holidays designated herein are not to be subtracted in the computation of overtime.

K. Department Heads and Directors shall not be eligible for overtime compensation pursuant to the provisions of this Article.

L. Any employee scheduled for overtime work (other than being held over for their regular shift) shall receive no less than two hours' pay, at overtime rates, for said schedule overtime work. The City reserves the right to have the employee so called in to actually work for the entire aforementioned two-hour period.

## ARTICLE X

### HOLIDAYS

A. The City agrees to guarantee to all of the employees the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on those days.

New Year's Day	General Election Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Christmas Eve (if a regular
Independence Day	working day)
Labor Day	Christmas Day
Columbus Day	

B. An employee called in to work on a holiday shall be paid for such at one and one-half (1-1/2) times the employee's regular rate plus the holiday pay.

C. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Business Administrator. Employees who are compelled to work on shifts or on individual assignment shall observe the actual date of the holiday under this Section.

D. If a holiday falls within the vacation period of an employee, the employee shall receive an additional day of vacation.

E. Employees required to work overtime for snow removal, who work in excess of four and one-half (4-1/2) hours' overtime during such snow removal, will be eligible for a

fifteen dollar (\$15.00) cash meal allowance at a local establishment approved by the Director of Public Works or his designee.

F. At such time that the City has advised the Union pursuant to Article VII, Section B that the City has eliminated longevity increments ("the triggering event") as set forth therein, the parenthetical next to Christmas Eve shall be eliminated. After the triggering event, employees will celebrate Christmas Eve even when it falls on a weekend or other non-regular working day.

G. Employees working a double shift for emergency related reasons, as determined by their Director, shall have the following day off with pay and not chargeable to their sick or vacation time. This shall apply only if the following is a regular work day as defined in Article IX of this Agreement.

H. The Local 152 stewards may, after consultation with Local 152 members and only with the prior approval of the City Administration, which approval or lack thereof may not be challenged through the negotiated grievance procedure or otherwise, be permitted to switch their holidays (as listed in Article X(A)) for other days off.

## ARTICLE XI

### VACATIONS

A. Employees shall be granted vacation leave without loss of pay for each calendar year worked in accordance with the following schedule:

1-3 year	12 working days
4-12 years	15 working days
13-18 years	20 working days
19 years or more	25 working days

Vacation leave shall only be used in one-half ( $\frac{1}{2}$ ) day or more increments. Increases in vacation time will take effect on January 1<sup>st</sup> of the Anniversary year.

B. Employees with less than one year of service shall be entitled to one (1) working day of vacation leave for each month of service.

C. Requests for vacation leave must be submitted in writing to the Department head (in the case of Department Heads, to the Business Administrator of the City) by May 1, of each year. An employee desiring an earlier vacation must submit such request at least one (1) month in advance. All vacation leave shall be scheduled in such a manner as to ensure adequate operations within departments. Scheduling conflicts shall be resolved on a seniority basis.

D. Vacation leave must be taken during the current calendar year unless extended by the Business Administrator of the City. Any unused vacation leave may be carried over only into the next succeeding calendar year. Employees may take their vacation time from the first of the year, although they will continue to accrue time on a pro rated basis. Employees who use vacation time in this fashion will pay the City back (or have the owed

time deducted from other accrued time) if the employee leaves the employ of the City having used more vacation time than was accrued during that calendar year.

E. In instances where an employee cannot take accrued vacation leave within two (2) calendar years due to emergent or critical work situations, as determined by the Business Administrator of the City and approved by the Mayor, eligibility may be extended for an additional six (6) months.

F. When requested, vacation pay may be granted on the last working day before the employee's first vacation day.

G. At the time of separation from employment with the City, an employee shall be entitled to pay for any full day's vacation and compensatory time which has accrued but has not been taken.

H. In the event of the death of an employee, payment for accrued but unused vacation and compensatory time shall be made to the employee's estate or beneficiary in the same amount the employee would have been eligible to be paid out if still alive.

## ARTICLE XII

### SICK LEAVE

A. Within the first 12 months of service, an employee shall receive one day of sick leave with pay for each calendar month worked dating back to the employee's hire date. For example, an employee hired on January 20 will receive 1 full sick day for January.

B. On January 1st, each employee shall receive fifteen (15) days of sick leave with pay for each year of employment thereafter.

C. After ten (10) years of continuous service, each employee shall receive twenty (20) days of sick leave with pay for each year of employment thereafter beginning January 1<sup>st</sup> of the 10<sup>th</sup> year of service.

D. Sick leave not taken shall accumulate to the employee's credit from year to year, and such employee shall be entitled to such accumulated sick leave with pay as needed. Sick leave shall only be used in one-half ( $\frac{1}{2}$ ) day or more increments.

E. 1. Effective January 1, 2011, reimbursement to employees who retire with the New Jersey Division on Pensions and Benefits shall be eligible for reimbursement for accumulated sick days consistent with prevailing New Jersey law.

2. The retiring employee shall, if possible, advise the Business Administrator of the City of the employee's intention to retire by November 1<sup>st</sup>, of the year preceding retirement so that budgetary provisions can be made. In the event that timely notice is not

provided, the City shall reserve the right to delay payment until the year following the year in which retirement occurs.

F. In the event of an employee's death, payment for unused accumulated sick leave shall be made in accordance with the provisions set forth above to the employee's beneficiary as indicated on the employee's Public Employment Retirement System Retirement Form.

G. Except as otherwise provided herein, the State of New Jersey's Civil Service Commission statutes and regulations shall govern sick leave.

## ARTICLE XIII

### OTHER LEAVES OF ABSENCE

#### A. Bereavement Leave

1. Employees shall be eligible to receive up to a maximum of five (5) days' leave with pay, either before and/or after the funeral or from the day -of death, at the employee's choice, in the event of a death of a member of the employee's immediate family, provided that prior notice is given to the Business Administrator and the total leave with pay does not exceed five (5) days.

2. For purposes of this Section, "immediate family" is defined to include mother, father, mother-in-law, father-in-law, stepparents, stepchildren, husband, wife, civil union partner, domestic partner, son, daughter, brother, sister, grandparents, grandchildren or any relative residing in the employee's household.

#### B. Jury Duty

Jury duty leave shall be granted to any employee summoned to jury duty or as a witness on behalf of the City. Eligible employees shall receive full pay at the regular rate less any court compensation received during such period while absent from the City's employ. Prior notice must be given to the Business Administrator of the City, and evidence of jury summons must be provided before any payment shall be made.

ARTICLE XIV  
PERSONAL DAYS

Employees shall be entitled to up to three (3) days of personal leave without loss of pay per year, such leave to be used to conduct necessary personal business which cannot be scheduled outside of regular working hours. Applications for personal leave shall be made to the appropriate Department Head (and in the case of Department Heads or Directors, to the Business Administrator) sufficiently in advance to permit review and approval. Except for emergency situations, applications for personal leave shall be made at least seventy-two (72) hours prior to the intended date for the leave.

ARTICLE XV

UNIFORM ALLOWANCE

A. Employees provided with uniforms by the City (i.e., Department of Public Works Supervisors) shall receive a clothing maintenance allowance of two hundred (\$200.00) dollars per annum. Payment of the clothing maintenance allowance will be made at approximately the same time as the first payroll of December in each year and shall be made to all employees who have been in continued employment with the City since December 1st of the preceding year.

B. Employees not provided uniforms by the City may submit claims to the City for damage to clothing sustained in the course of their official duties. The City agrees to review the employee's claim for such damage; and subject to the employee's verification of the value of the property so damaged and the cause of such damage, the City shall reimburse the employee for such damage in an amount not to exceed two hundred (\$200.00) dollars per employee per year.

## ARTICLE XVI

### INSURANCE AND MISCELLANEOUS BENEFITS

A. The City shall continue to provide hospitalization and major medical insurance to all regular full-time employees and their eligible dependents, with employees making contributions towards such coverage pursuant to State law.

B. The City shall continue to provide dental insurance for all-regular full-time employees and their eligible dependents.

C. The City reserves the right to substitute new medical or dental insurance Plans for those currently in existence, provided that such new plans provide substantially similar coverage.

D. Employees shall be eligible for five thousand (\$5,000.00) dollars in life insurance coverage under the City's group plan. Such coverage will cease upon termination of employment with the City.

E. Employees who are required to use their personal automobile in connection with the City's business shall be compensated for such use at the State of New Jersey OMB rate.

F. Employees who wish to "opt out" of coverage under paragraph A and B above may do so in exchange for a payment by the City to the employee of an amount determined at the sole discretion of the City and as permitted by State Law. Prior to the City making such

payment, the employee shall provide written proof to the City Administrator that he or she has medical coverage other than with the City. Further, in addition, prior to the City making such payment, the Local 152 steward shall be given written notice of the employee's express intention to accept the "opt out" from health insurance, and the employee will thereafter meet with the shop steward to discuss the decision and will also sign a form holding Local 152 harmless from any liability as a result of the employee's decision to "opt out" of the City's health insurance. The City reserves the right to increase the payout amount to employees who opt out of City sponsored health insurance coverage.

ARTICLE XVII

PROBATIONARY EMPLOYEES

A. All newly hired employees, except temporary employees, shall remain in a probationary status until completion of six (6) months of active service from the date of regular appointment. Upon completion of the probationary period, all employees shall enjoy seniority status from the date of regular appointment, shall receive all wages and benefits in accordance with the provisions of this Agreement and shall be subject to all other terms and conditions set forth herein.

B. Discharge or other disciplinary action against probationary employees shall be governed by the provisions of the Civil Service Commission statutes.

## ARTICLE XVIII

### DISCIPLINE

A. No employee shall be disciplined without just cause. For purposes of this Article, discipline is defined to include actions such as reprimand, suspension and discharge.

B. In accordance with statute and administrative regulation, "major discipline", as defined by the New Jersey State Civil Service Commission, as well as a decision to terminate the employment of a provisional employee, shall not be subject to the contractual grievance procedure, but shall be subject to the jurisdiction of the Civil Service Commission appeals procedures.

C. Notwithstanding any other provision of this Agreement, it is agreed and understood by the City and the Union that the employment of employees who are members of the unclassified Civil Service, and whose employment is approved for a fixed term or who serve at the pleasure of the Mayor and/or Council, shall be excluded from the use of the contractual grievance procedure on disciplinary matters involving them. In addition, any management decision not to extend the term of employment of a member of the unclassified Civil Service such as a Department Head shall not be subject to the contractual grievance procedure.

ARTICLE XIX  
GRIEVANCE PROCEDURE

A. General

It is recognized that a complaint may arise between the City and the Union, or between the City and any one or more employees concerning the meaning or application of, or compliance with, any section of this Agreement. The City and the Union earnestly desire that such complaints or grievances shall not be interruptive and morale of the employees shall not be impaired. Accordingly, the procedure for grievance of any such complaints which arise will be kept as informal as may be appropriate, as outlined hereinafter. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Procedure To Be Followed

The Union and the City agree that the following settlement procedure shall be the sole and exclusive method available for adjusting employee complaints, except such additional methods as are provided in Civil Service regulations. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement, all employees shall carry out their assignments as directed by the City and their supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and all employees participating in such violation subject to immediate discharge or other discipline,

at the discretion of the City, subject to the provisions of the Civil Service regulations. A grievance shall be settled in the following manner:

Step One. The aggrieved shall institute action within two (2) work days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure of the Union or the employee to act, except for good cause, within the said two (2) work days shall be deemed to constitute an abandonment of the grievance.

Step Two. If the response is not settled at the first step, the grievant may make written request for a second step meeting within two (2) work days after the response at the first step. The Business Administrator shall schedule a meeting to be held within ten (10) regular work days after receipt of the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Business Administrator and the Union Representative, if requested by the grievant. The Business Administrator's response to the second step shall be delivered to the Union within ten (10) regular work days after the meeting.

Step Three. In the event the grievance is not resolved to the satisfaction of the Union or the City, it may be taken to binding arbitration in the following manner:

Within five (5) work days after the completion of Step Two, the Union or the City may request the American Arbitration Association to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on the parties. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

The parties shall share equally in paying the Arbitrator's fees and expenses. Each party shall be solely responsible for any other costs it may incur in connection with the Arbitration, including fees for witnesses.

## ARTICLE XX

### NO STRIKE PLEDGE

A. It is understood that there shall be no strikes, sitdowns, slowdown, work stoppage or limitation upon activity of production during the life of this Agreement, nor shall any employee representative or official of the Union authorize, assist, take part in or encourage any such strike, sitdown, slowdown, concerted failure to report for duty, work stoppage or limitation upon production against the City. The Union shall not be held liable for unauthorized acts of its members provided the Union orders all who participate in such activity to cease and desist from same immediately and to return to work and takes such other action as may be necessary under the circumstances to bring about compliance with its orders. The City shall not engage in any lockout of employees during the life of this Agreement.

B. The City reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Union or its members.

## ARTICLE XXI

### SEVERABILITY OF THE AGREEMENT

A. In the event that any part of this Agreement is found to be illegal by any court of law or by a Federal or State administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect-for the term of the Agreement and that such finding shall not affect the remainder of this Agreement. For this purpose, the provisions of this Agreement shall be severable and the illegality of one shall not make the remainder of the Agreement null and void.

B. Similarly, a legislative act or governmental regulation or order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

C. Nothing herein shall be construed to deny any employee his rights under Title 11A N.J.S.A. (Civil Service Commission).

ARTICLE XXII

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2017, and shall remain in effect to and including December 31, 2018.

B. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

C. The said notification shall be sent to the City and Union or their successors who are signatories to this Agreement. If a notification is sent as aforesaid, and if the terms of any new agreement are not reached until after the expiration date of this Agreement, those terms finally agreed to shall be retroactive to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the  
City of Long Branch, Monmouth County, New Jersey, on this       day of  
2017.

ATTEST

CITY OF LONG BRANCH

BY: \_\_\_\_\_  
Kathy Schmelz  
City Clerk

BY: \_\_\_\_\_  
Adam Schneider  
Mayor

BY: \_\_\_\_\_  
Kevin Hayes  
Business Administrator

ATTEST

UFCW Local 152

BY: \_\_\_\_\_  
Michael Thompson; Union Representative

BY: \_\_\_\_\_  
Brian String; President

BY: \_\_\_\_\_  
Larry Lucente; Union Representative

BY: \_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Committee Member

R - 124-17

**RESOLUTION AUTHORIZING MAYOR TO EXECUTE LEASE WITH NEW JERSEY  
REPERTORY FOR SEASONAL PARKING LOCATED AT 132 WEST END AVENUE, LONG  
BRANCH FOR BLOCK 123 Lot 13.**

**WHEREAS**, the City of Long Branch is desirous in attempting to provide additional seasonal parking for the public between the dates of May 15 and September 15; and

**WHEREAS**, additional public parking is for the public good in allowing the public to relieve parking issues in and around 132 West End Avenue; and

**WHEREAS**, New Jersey Repertory is the owner of Block 123 Lot 13; and

**WHEREAS**, New Jersey Repertory is desirous in cooperating with the City to provide the City with use of the above mentioned lots for seasonal public parking from May 15, 2017 to September 15, 2017 pursuant to the terms and conditions of the lease annexed hereto; and

**WHEREAS**, the entry of this lease by the Mayor of the City of Long Branch is in the best interest of the citizens of the City of Long Branch as it would provide additional parking under the control of the City and at rates which would be lower than private lots; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for this contract in the following appropriation # 7-01-012-801 in an amount not to exceed \$10,000.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor of the City of Long Branch being the same hereby is authorized to execute the lease annexed hereto and made a part hereof for seasonal parking between May 15, 2017 and September 15, 2017 covering Block 123 Lot 1; and

MOVED: *Sirianni*

SECONDED: *Pullone*

AYES: *4*

NAYES: *0*

ABSENT: *1-Celli*

ABSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, JANEY L. SCHWELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 5-9-17  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 10th DAY OF May 2017  
*Janey L. Schwelz*

**CITY OF LONG BRANCH  
OFFICE OF THE FINANCE DIRECTOR  
344 BROADWAY  
LONG BRANCH, NJ 07740**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

As the Chief Financial Officer of the City of Long Branch, I  
certify that funds are available for award of the following  
contracts/agreements:

**RESOLUTION AUTHORIZING MAYOR TO EXECUTE LEASE WITH NEW  
JERSEY REPERTORY FOR SEASONAL PARKING LOCATED AT 132 WEST  
END AVENUE, LONG BRANCH FOR BLOCK 123 Lot 13.**

**Said contract being made as follows:**

**Seasonal Land Lease**

**Said funds being available in the form of:**

**Budget account # 7-01-012-801 \$10,000.00**

  
\_\_\_\_\_  
**Michael Martin, Finance Director**

5/4/17  
\_\_\_\_\_  
**Date**

# Lease

This Lease is made on  
BETWEEN the Tenant(s)  
New Jersey Repertory

whose address is

referred to as the "Tenant,"  
AND the Landlord  
The City of Long Branch

whose address is  
344 Broadway  
Long Branch, New Jersey 07740

referred to as the "Landlord."  
The word "Tenant" means each Tenant named above.

1. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the property known as Vacant land on Block 123 Lot 13 known as 132 West End Avenue, Long Branch, New Jersey referred to as the "Property."

2. **Term.** The term of this Lease is for 4 months starting on May 15, 2017 and ending September 15, 2017. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Property at the start of this Lease. However, rent will only be charged from the date on which possession of the Property is made available to the Tenant. If the Landlord cannot give possession within 30 days after the starting date, the Tenant may cancel this Lease.

3. **Rent.** The Tenant agrees to pay \$10,000.00 as rent, to be paid as follows: on or before May 15, 2017.

4. **Use of Property.** The Tenant may use the Property only for the following purpose(s):  
The City of Long Branch shall manage the vacant property located at 132 West End Avenue, Block 123, Lot 13 for seasonal parking to the public and charge the same rate as other municipal lots as directed by the City Ordinance.

5. **Eviction.** If the Tenant does not pay the rent within 15 days after it is due, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term. The Tenant must also pay all costs of re-entering, re-renting, cleaning and repairing the Property. Rent received from any new tenant will reduce the amount owed the Landlord.

6. **Payments by the Landlord.** If the Tenant fails to comply with the terms of this Lease, the Landlord may take any required action and charge the cost to the Tenant as additional rent. Failure to pay such additional rent upon demand is a violation of this Lease.

7. **Care of the Property.** The Tenant has examined the Property, ~~including all facilities, furniture and appliances, and is satisfied with its present condition.~~ The Tenant agrees to maintain the property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Tenant must pay for all ~~repairs, replacements and damages~~ caused by the act or neglect of the Tenant or the Tenant's visitors. The Tenant will remove all of the Tenant's property at the end of this Lease. Any property that is left becomes the property of the Landlord.

~~except as set forth in the addendum.~~  
8. **Quiet Enjoyment.** The Tenant may remain in and use the Property without interference by the Landlord or anyone claiming through the Landlord, subject to the terms of this Lease.

9. **Validity of Lease.** If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.

10. ~~Lead Paint Lease Disclosure.~~ The Landlord, Tenant and Agent (if any), have signed the "Disclosure to Tenants" form for lease of residential property (if the housing was built before 1978). For all such above leases the tenant has also been provided with a copy of the EPA pamphlet, "Protect Your Family from Lead in Your Home." 42 U.S.C. 4852d; 24 C.F.R. 35.88; 40 C.F.R. 745.107.

11. **Private Well Testing Act (N.J.S.A. 58:12A-26 et seq.)** In accordance with the Private Well Testing Act (the "Act"), if potable water for the Property is supplied by a private well, and testing of the water supply is not required pursuant to any other State law, the Landlord is required to test the water (i) by March 14, 2004, and (ii) every five years thereafter, in the manner established under the Act and to provide a copy of the results thereof to each tenant. If such testing has been done prior to the date hereof, upon signing this Lease, the Landlord shall provide the Tenant with a written copy of the most recent test results.

12. ~~Flood Hazard Area.~~ The Tenant acknowledges that the Property ☐ is ☐ is not located within a flood hazard area.

13. **Parties.** The Landlord and each of the Tenants is bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

14. ~~Attorneys' Fees.~~ The Tenant shall pay the Landlord's costs incurred in the collection of any moneys owed the Landlord hereunder, costs related to any eviction action, and costs incurred by the Landlord in performing the Tenant's obligations, together with reasonable attorneys' fees in connection therewith. If the Tenant is permitted to use the Property for residential purposes pursuant to Section 4 above and if the Tenant in fact uses the Property for residential uses, the following provision shall also apply: ~~IF THE TENANT IS SUCCESSFUL IN ANY ACTION OR SUMMARY PROCEEDING ARISING OUT OF THIS LEASE, THE TENANT SHALL RECOVER ATTORNEY'S FEES OR EXPENSES, OR BOTH FROM THE LANDLORD TO THE SAME EXTENT THAT THE LANDLORD IS ENTITLED TO RECOVER ATTORNEY'S FEES OR EXPENSES, OR BOTH AS PROVIDED IN THIS LEASE. If the Tenant is not permitted to use the Property for residential purposes or does not use the Property for residential purposes, the preceding sentence shall have no force and effect.~~

15. **Entire Lease.** All promises the Landlord has made are contained in this written lease. This Lease can only be changed by an agreement in writing by both the Tenant and the Landlord.

16. **Signatures.** The Landlord and the Tenant agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

\_\_\_\_\_  
The City of Long Branch, Landlord (Seal)

\_\_\_\_\_  
, Landlord (Seal)

\_\_\_\_\_  
New Jersey Repertory, Tenant (Seal)

\_\_\_\_\_  
, Tenant (Seal)

## **ADDENDUM TO LEASE**

1. The City of Long Branch will hold harmless and indemnify New Jersey Repertory for any damages caused or claims made of any kind in any nature against New Jersey Repertory as a result of this lease.
2. The City of Long Branch shall provide insurance on Block 123 Lot 13 in the amount of \$1 million dollars per occurrence for liability and a 10 million dollar umbrella policy and name New Jersey Repertory as additional insureds.
3. The City of Long Branch shall install appropriate signage near the entrance to the parking areas advertising the dates and times of operation as well as cost.
4. The City of Long Branch will remove approximately 20 feet of fence and posts along the Second Avenue side of the property in the middle of the block and will install two lockable fence gates in its place. The gates will remain after the lease expires.
5. The City of Long Branch will install a lockable fence gate on the west side of the grass lot in the area that is currently open and remain after the lease expires.
6. The City of Long Branch will install a blacktop ramp over the existing curb to provide access for vehicles and will remove the blacktop ramp when the lease expires.
7. Prior to the end of the lease, the City of Long Branch will fill in any depressions in the grass area and re-seed any bare patches.
8. The City of Long Branch will maintain cutting the grass and provide general maintenance to the grass lot including cleaning of any trash or debris during the term of the lease.

R# 125-17

RESOLUTION  
APPROVAL PAYMENT OF BILLS

WHEREAS, the City Council of the City of Long Branch have examined the bills and the vouchers therefore that are contained on the attached list.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the payment of bills set forth on the attached list are hereby approved.

MOVED: Sirianni

SECONDED: Pallone

AYES: 4

NAYES: 0

ABSENT: 1-Celli

ABSTAIN: 0

I hereby certify the foregoing to be a true  
copy of a resolution adopted by the City Council  
at their Regular meeting held on

5-9-17

IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed the official seal of the City  
of Long Branch, Monmouth County, New Jersey  
this 10<sup>th</sup> day of MAY, 2017

Kathy L. Schmelz

Kathy L. Schmelz, RMC  
City Clerk

**PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of May 9, 2017. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday.

279 Broadway Associates	Rent - Municipal Court - April -May 2017		
A.R. Communications	Radio Equipment & Repair - Various Departments	*	19,732.86
ABC Supply Co. Inc.	Miscellaneous Supplies for Cabanas & Lockers - Beach		413.19
Absolute Fire Protection Co. Inc.	Vehicle Repair & Supplies - Fire		5,122.60
Allied Diesel Service Inc.	Vehicle Repairs & Supplies - Fire		1,016.78
American Hose & Hydraulics	Vehicle Repairs & Supplies - Various Departments		2,165.85
Arbus, Maybruch & Goode	Legal Services - Planning Board - March 2017		398.00
Arbus, Maybruch & Goode	Retainer - Planning Board - April 2017		126.00
AT&T	Telephone Service - Various Departments - Bills Dated 3/31 - 4/9/17		500.00
Atlantic Plumbing Supply	Plumbing Materials for Jerry Morgan Park - Parks	*	535.65
Atlantic Security & Fire, Inc.	Quarterly Monitoring - Public Facilities		603.52
Atlantic Tactical of New Jersey, Inc.	Blue Force Gear - Police		150.00
Auto Parts	Miscellaneous Auto Parts - Various Departments		110.00
AW Direct Inc.	Vehicle Parts & Supplies/Equipment - Public Works		4,152.31
B&H Photo	Office Equipment - Various Departments		1,061.27
B. Keith Controls, Inc.	Lights & Fixture - Traffic Garage		1,146.55
Bergey's Truck Inc.	Fuel Pump Kit - Public Works		788.80
Bristol-Donald Co. Inc.	Vehicle Parts & Supplies - Public Works		873.47
Brothers Towing & Recovery	Towing Services - Public Works		138.52
Bullet Lock & Safe Co. Inc.	Miscellaneous Auto Parts - Traffic - March 2017		30.00
Cablevision Lightpath, Inc.	Monthly Dark Fiber Lease - April 2017		60.00
Caldera Consulting	EMT Class - Police	*	1,500.00
Casey Walford	Travel Reimbursement - Rutgers Course - Comptroller's Office		120.00
Central Jersey Equipment	Vehicle Supplies - Public Works	*	149.68
Christy Fernandez	Mileage Reimbursement - Primepoint Training - Comptroller's Office		284.71
Circle Chevrolet	Vehicle Parts - Public Works	*	34.44
City of Long Branch Clearing Account	To Reimburse Clearing Account		463.84
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	87,384.68
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 4/21/17	*	15,364.35
City of Long Branch Payroll Agency Account	Payroll Dated 4/21/17	*	930,891.62
City of Long Branch Payroll Agency Account	Payroll Dated 4/21/17 - FICA/Medicare	*	893,166.33
City of Long Branch Payroll Agency Account	DCRP Employer Match - April 2017	*	37,725.29
Claudia Bento	Mileage Reimbursement - Rutgers Course - Tax Collector's Office	*	394.50
Clayton Block Co. Inc.	Industrial Sprayer - Street Construction & Maintenance		99.90
Comcast Online	Internet Provider - Various Departments - April 2017		99.95
Complete Security Systems Inc.	Security Monitoring Services - Various Departments	*	1,747.92
Conte's Car Wash Inc.	Car Washes - Various Departments - March 2017		1,570.00
Cooper Electric Supply Co.	Electrical Materials - Public Facilities		500.00
Cristina N. Lipaki	Spanish Interpreter - Municipal Court - March 2017		227.24
Danielle Golba & Associates	Stenography Services - Zoning Board - October & December 2016		360.00
Danielle Golba & Associates	Stenography Services - Zoning Board - February 2017		360.00
Danielle Golba & Associates	Stenography Services - Planning Board - October & December 2016		200.00
			450.00

Pmt. #2  
Pmt. #2  
Pmt. #10-11  
Pmt. #1  
Pmt. #6-7

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Danielle Golba & Associates	Stenography Services - Planning Board - January & March 2017		
Danna Kawut	Reimbursement for Monthly E-mail Blast Plan - April 2017	400.00	Pmt. #1-2
David Spaulding	Reimbursement - Registered Purchasing Specialist Certificate Renewal - Purchasing	15.00	
Edmunds & Associates	System Upgrade - Finance	25.00	
Edwards Tire Co. Inc.	Tires - Public Works	1,228.00	
Enzo's Cleaning Solutions	Equipment Repair - Street Construction & Maintenance	570.36	
Eric Reisher	Technical Support for "Community Connections" - Cable Commission - December 2016 - May 2017	951.10	
Fine Fare	Food for Various Events - Senior Affairs	825.00	
Fisher & Son Company, Inc.	Soil Conditioner - Parks	449.63	
Foley Incorporated	Vehicle Repairs - Public Works	2,399.00	
Freehold Dodge, Inc.	Vehicle Parts - Public Works	1,014.44	
Gannett Satellite Information Network, Inc.	Monthly Legal Ads - City Clerk's Office - March 2017	668.86	
Gloria Winnick	Mileage Reimbursement - Mayor's Office - January - March 2017	1,279.05	
Greenbaum, Rowe, Smith & Davis	Professional Services - General Legal - March 2017	48.20	
Greenbaum, Rowe, Smith & Davis	Professional Services - General Redevelopment - March 2017	825.00	Pmt. #3
Greenbaum, Rowe, Smith & Davis	Professional Services - Scott Kelly Litigation - March 2017	1,504.50	Pmt. #3
H. Barber & Sons Inc.	Miscellaneous Parts for Surf Rakes - Public Works	2,094.90	Pmt. #3
Hecht Trailers, LLC	Vehicle Parts - Public Works	23,921.63	
Hilsen Pest Control	Pest Control - April 2017	24.86	
Home Depot Credit Services	Miscellaneous Tools, Materials & Supplies - Various Departments	410.00	
Impact Tech. Solutions LLC	2017 Contract Agreement - Video Conferencing Equipment - Municipal Court	611.84	
Integrated Systems & Services	Security System Services - Police	1,140.00	
JAMM Printing	2017 Event Schedules - Summer Concert Series - Administration	7,786.50	
Jersey Central Power & Light	Electric - Various Departments - Bills Dated 2/1 - 4/3/17	515.00	
Jersey Coast Fire Equipment	Annual Inspection, Service & Tag - Public Facilities	56,799.09	
Jersey Elevator Co. Inc.	Elevator Maintenance - City Hall Building - April 2017	838.25	
Jersey Shore Powersports	Ranger Cargo for Beach Vehicle - Conservation	327.24	
John Guire Company	Stone Dust - Parks	179.98	
John's Auto & Truck Repair	Towing Services - Various Departments	169.28	
Joseph Fazzio - Wall, LLC	Vehicle Parts & Supplies - Various Departments	200.00	
Kelly Kirschik	Refund of Cabana Rental Fee - Reso. #118-17	512.90	
Kepwel Water	Cooler Rental - Administration - March 2017	2,750.00	
Kimball Midwest	Vehicle Parts & Supplies - Public Works	38.80	
Klose Associates, Inc.	Table Covers - Police/Fire	103.84	
K-Mart	Wheeled Cooler - Recreation	700.00	
Konica Minolta Business	Copier Maintenance - January - March 2017	98.88	
Konica Minolta Business Solutions USA Inc.	Copier Agreement - Various Departments - March 2017	907.50	Pmt. #1
Lanigan Associates Inc.	Shipping Charge - Police	4,153.02	
Lawyers Diary & Manual	2017 NJ Lawyers, Diary & Manual - Municipal Court	10.00	
Lexis Nexis Matthew Bender	Renewal - NJ Administrative Code Title	420.00	
Lexis Nexis Risk Solutions	Accurint License - Police - March 2017	77.22	
Lisa Gall	Camera Operator - Cable Commission - March 2017	76.75	
Long Branch Housing Authority	Rent - Recreation - May 2017	50.00	
Maria S. Febles	Spanish Interpreter - Municipal Court - March 2017	1,000.00	Pmt. #5
Marjam Supply Co. Inc.	Ceiling Tiles - Police	480.00	
Mazza & Sons Inc.	Recycle - Tires - March 2017	188.74	
Meadowlands Transportation	UEZ Year-Round Shuttle - March 2017	602.00	
Michael Irene, Jr.	Legal Services - Zoning Board - March 2017	3,500.00	Pmt. #6
Michael Irene, Jr.	Retainer - Zoning Board - March 2017	375.00	Pmt. #2
Mon/Ocean County Tax Coll/Treas. Association	2017 Membership - C. Tomas - Tax Collector	1,000.00	Pmt. #2
Monmouth County Police Academy	Active Shooter Course - Police	80.00	
Monmouth County Treasurer	Recording of Municipal Certs - Tax Collector's Office	150.00	
Monmouth University	TV Studio Rental for "Community Connections" - Cable Commission - April 2017	24.00	
		2,250.00	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Moore Medical	First Aid Supplies - Police		
Mr. John	Port-a-John Rentals - Various Departments - March 2017	382.70	
New Jersey American Water Co.	Water - Various Departments - Bills Dated 10/11 - 4/10/17	226.11	
NJ Gmis Tec Foundation	Registration - Annual Government Technology Education Conference - IT	3,428.73	*
Omaha Standard Inc.	Vehicle Parts & Supplies - Public Works	100.00	
Otilia Silva	Portuguese Interpreter - Municipal Court - March 2017	981.80	
Penn Detroit Diesel Allison	Preventative Maintenance Program - Generators - Public Facilities	600.00	
Pioneer Athletics	Supplies - Recreation	3,790.00	
PPC Lubricants, Inc.	Hydraulic Oil - Public Works	322.00	
Provantage LLC	Computer Equipment - Various Departments	987.50	
R&H Spring & Truck Repair Inc.	Vehicle Repair - Public Works	276.50	
Red the Uniform Tailor	Uniforms - Police	2,409.49	
Republic Services of NJ LLC	Bulky Waste Disposal - April 2017	405.00	
Republic Services of NJ LLC	Bulky Waste Disposal - March 2017	7,300.02	Pmt. #5
Riggins Incorporated	Diesel Fuel & Unleaded Gasoline	4,871.10	*
RJK Media	Directing/Editing Services for "Community Connections" - Cable Commission	39,378.99	
RR Donnelly	Paper Supply - Health	500.00	
Rutgers, The State University	Registration for Land Use for Municipal Planning and Zoning Board - Planning Board	661.50	
Rutgers, The State University	Registration for Tax Collection II - C. Bento - Tax Collector's Office	305.00	
Safelite Fulfillment, Inc.	Install Windshield - Public Works	1,091.00	
Samzie's Uniforms	Name Plates & Holders - Fire	276.85	
Seaboard Welding Supply Inc.	Cylinder Rental & Oxygen Refill - Various Departments	86.50	
Seraph Inc.	Advanced Interview Course - Police	184.25	
Share Corporation	Chemical Supply - Public Works	255.00	
Sirchie Finger Print Laboratories	Knife Evidence Box - Police	345.39	
Storage Engine	Laserfiche Software - Administration	142.65	
Stratix Systems Inc.	Copier Maintenance - Public Works	2,146.00	
Supplies Master Inc.	Vehicle Parts & Repair - Public Works	309.00	
Taylor's Towing	Towing Services - Public Works	36.71	
TCTA Membership Services	2017 Membership - C. Tomas - Tax Collector	837.00	
The Peddler	Bicycle Repairs - Police	100.00	
Treasurer, County of Monmouth	Dumping Fees - March 2017	1,017.25	
Truckpro, LLC	Seat Cushion - Public Works	72,125.52	
United Parcel Service	Shipping - Administration	235.37	
Verizon	Telephone Service - Various Departments - Bills Dated 3/19 - 4/11/17	24.77	
Virtual F/X LLC	Lettering for Four Wheelers - Beach	7,549.31	*
W.B. Mason Co, Inc.	Office Supplies - Various Departments	240.00	
W.W. Grainger Inc.	Miscellaneous Materials & Supplies - Various Departments	1,058.70	
Windstream	Telephone - Central - Bill Dated 4/4/17	1,025.12	*
		2,179.00	
<b>TOTAL CURRENT</b>		<b>2,297,182.01</b>	

D.W. Smith Associates, LLC	Manahasset Creek Park Improvements - March - April 2017	752.69	Pmt. #12
Greenbaum, Rowe, Smith & Davis	Professional Services - Pier Design - March 2017	1,220.00	Pmt. #3
Whirl Construction	Installation of Playground - Jerry Morgan Park - Recreation	8,600.00	

<b>TOTAL CAPITAL</b>		<b>10,572.69</b>	
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City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 4/21/17		
		5,985.52	*

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Payroll Agency Account  
 City of Long Branch Payroll Agency Account  
 Conte's Car Wash Inc.  
 Monmouth County SPCA

Payroll Dated 4/21/17  
 Payroll Dated 4/21/17 - FICA/Medicare  
 Car Washes - Animal Control - March 2017  
 Animal Shelter Services - March 2017

\* 5,576.21  
 \* 409.31  
 18.75  
 1,500.00 Pmt. #3

**TOTAL ANIMAL CONTROL**

**13,489.79**

Amsterdam Printing & Litho Co.  
 City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 City of Long Branch Payroll Agency Account  
 City of Long Branch Payroll Agency Account  
 Diamond Construction  
 Jersey Central Power & Light  
 Konica Minolta Business Solutions USA Inc.  
 Mr. John  
 NAHRO  
 Tuzzio's

Calendars for League of Municipalities - Community Development  
 To Reimburse Clearing Account  
 To Reimburse Clearing Account - Payroll Dated 4/21/17  
 Payroll Dated 4/21/17  
 Payroll Dated 4/21/17 - FICA/Medicare  
 Sidewalk Project - Upgrades - Community Development  
 Electric - Community Development - Bills Dated 2/1 - 4/3/17  
 Copier Agreement - Community Development - March 2017  
 Port-a-John Rental - Community Development - March 2017  
 Annual Membership for National Association of Housing & Redevelopment Officials - Community Development  
 Special Event Dinner for Special Needs Basketball Banquet - Community Development

1,894.41  
 \* 31,201.05  
 \* 5,837.30  
 \* 5,415.91  
 \* 421.39  
 \* 30,981.00  
 \* 220.05  
 277.16  
 297.80  
 360.00  
 1,100.00

**TOTAL HUD**

**78,006.07**

Arbus, Maybruch & Goode, LLC  
 Christiana Trust as Custodian  
 City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 City of Long Branch Payroll Agency Account  
 City of Long Branch Payroll Agency Account  
 Cranmer Engineering  
 E M Waterbury & Associates, P A  
 FWDSL & Associates LP  
 Gha Group LLC  
 Greenbaum, Rowe, Smith & Davis  
 Greenbaum, Rowe, Smith & Davis  
 Greenbaum, Rowe, Smith & Davis  
 Greenbaum, Rowe, Smith & Davis  
 Greenbaum, Rowe, Smith & Davis  
 Greenbaum, Rowe, Smith & Davis  
 JAMM Printing  
 Long Branch Chamber of Commerce  
 Michael A. Irene, Jr.  
 Monmouth Wire Computer Recycling  
 MTAG Cust Fig Cap Inv NJ13 LLC  
 Trystone Capital Assets, LLC  
 Vantage Point Real Estate Development Management LLC

Professional Services - Various Escrows - Planning Board  
 Tax Sale Premiums  
 To Reimburse Clearing Account  
 To Reimburse Clearing Account  
 To Reimburse Clearing Account - Payroll Dated 4/21/17  
 Payroll Dated 4/21/17  
 Payroll Dated 4/21/17 - FICA/Medicare  
 Professional Services - Various Escrows - Zoning Board  
 Professional Services - Various Escrows - Zoning Board  
 Tax Sale Premiums  
 Tax Sale Premiums  
 Professional Services - Bluffs Development - February - March 2017  
 Professional Services - Beer Garden/2nd Ave. Warehouse - March 2017  
 Professional Services - Black Ridge Realty - March 2017  
 Professional Services - Mark Built Properties - March 2017  
 Professional Services - Pier Village Phase III - March 2017  
 Professional Services - Urgo/Avery Redevelopment - March 2017  
 Business Cards - Community Development  
 Rent - Dept. of Economic & Community Development - May 2017  
 Professional Services - Various Escrows - Zoning Board  
 Computer & Electronic Scrap - March 2017  
 Tax Sale Premium  
 Tax Sale Premiums  
 Professional Services - Bluffs Development - February - March 2017

266.00  
 \* 138,100.00  
 \* 31,900.00  
 \* 155,076.05  
 \* 30,181.43  
 \* 29,653.81  
 \* 527.62  
 1,373.50  
 1,532.50  
 \* 2,600.00  
 \* 14,200.00  
 \* 4,275.00 Pmt. #7-8  
 825.00 Pmt. #7  
 450.00 Pmt. #7  
 150.00 Pmt. #5  
 2,550.00 Pmt. #9  
 2,587.50 Pmt. #9  
 51.00  
 \* 1,650.00 Pmt. #5  
 675.00  
 2,000.00  
 \* 15,400.00  
 \* 1,200.00  
 \* 9,551.05 Pmt. #7-8

**TOTAL TRUST OTHER**

**446,775.46**

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE