

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 became 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 - Celi
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMIDT, 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 HERETOunto 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. Schmidt

**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:

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

CITY WIDE PAVING APPRO. # C-04-123-606,	\$150,813.18
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Michael Martin, Chief Financial Officer


Date

CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.1

Project: **2016 ROADWAY IMPROVEMENT PROGRAM**

Project No: **LB16-03**

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

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

Original Contract Amount:	\$880,138.13
Previously Adjusted Contract Amount :	\$880,138.13
Amount of this Supplemental Agreement: ...	\$150,813.18
Total Adjusted Contract Amount to Date:	\$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 8.5M64 SURFACE COURSE 1.5 TO 2" THICK	950 TON		\$95.00	\$0.00	\$80,250.00
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 STRIPES, 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	5 EA		\$60.00	\$0.00	\$300.00
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

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

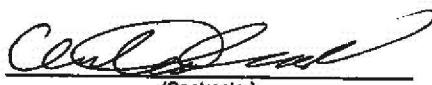
Recommended by:



Date: **4/26/17**

(Engineer)

Accepted by:



Date: **4/26/17**

(Contractor)

Approved by:



Date: **5/2/17**

Prepared by Leon S. Avakian, Inc.

LEON S. AVAKIAN INC.
Consulting Engineers
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
- Other

THESE ARE TRANSMITTED as checked below:

<input type="radio"/> For approval	<input type="radio"/> Approved as submitted	<input type="radio"/> Resubmit _____ copies for approval
<input checked="" type="radio"/> For your use	<input type="radio"/> Approved as noted	<input type="radio"/> Submit _____ copies for distribution
<input type="radio"/> As requested	<input type="radio"/> Returned for corrections	<input type="radio"/> Return _____ corrected prints
<input type="radio"/> For review and comment	<input type="radio"/> _____	<input type="radio"/> PRINTS RETURNED AFTER LOAN TO US
<input type="radio"/> FOR BIDS RECEIVED		

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: Siricanni
SECOND: Pallone
AYES: 4
NAYES: 0
ABSENT: I-Celli
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, RAYLY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FORGOING 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 DAY OF May 2017
MUNICIPAL CLERK, R.M.C.

Rayly 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

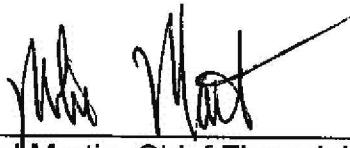
Said contract being made as follows:

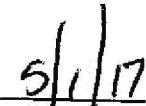
THOR CONSTRUCTION \$79,948.00

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	Engineer's Estimate		Thor Construction Group		Shorelands Construction		Precise Construction		Your Way Construction		Brennan Bros. Contracting		Glenelde Equipment				
		Quantity	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	\$ 18,640.00		
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	\$ 1,012.00	\$ 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	\$ 3,172.00	\$ 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	\$ 150.00	\$ 800.00	\$ 150.00	\$ 750.00	\$ 118.40	\$ 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	\$ 800.00	\$ 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	\$ 499.50	\$ 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		\$ 136,999.00		\$ 112,200.00

ADD ALTERNATE #1, concrete base for paver plaza

ITEM	UNIT	Quantity	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL		
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		\$ 4,076.30		\$ 7,488.00		\$ 7,072.00

ADD ALTERNATE #2, Electric Service, including uplights and meter cabinet

ITEM	UNIT	Quantity	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL		
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		\$ 188,593.00		\$ 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. SCHMID, 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 HEREBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 10th DAY OF May 2017

dated 5-9-17

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-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:

City of Long Branch _____ (Seal)
, Landlord

, Landlord _____ (Seal)

Long Branch Partners, LLC _____ (Seal)
, Tenant

, 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. SCHMID, 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

Kathy L. Schmid

**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

UINION 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 working day)
Independence Day	Christmas Day
Labor 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 (½) day or more increments. Increases in vacation time will take effect on January 1st 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 1st of the 10th 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 (½) 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 1st, 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

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: *Pallone*

AYES: *4*

NAYES: *0*

ABSENT: *I-Celli*

ABSTAIN: *0*

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

**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:

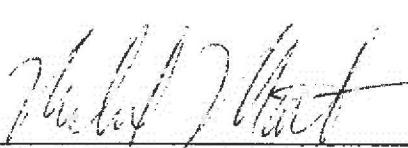
RESOLUTION AUTHORIZING MAYOR TO EXECUTE LEASE WITH NEW JERSEY REPERTORY FOR SEASONAL PARKING LOCATED AT 132 WEST END AVENUE, LONG BRANCH FOR BLOCK 123 Lot 13.

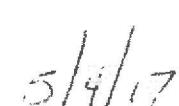
Said contract being made as follows:

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.

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 (Seal)
, Landlord

, Landlord (Seal)

New Jersey Repertory (Seal)
, Tenant

, 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

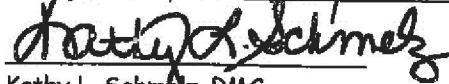
NAYES: 0

ABSENT: I-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 10th day of MAY, 2017


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
 A.R. Communications
 ABC Supply Co. Inc.
 Absolute Fire Protection Co. Inc.
 Allied Diesel Service Inc.
 American Hose & Hydraulics
 Arbus, Maybruch & Goode
 Arbus, Maybruch & Goode
 AT&T
 Atlantic Plumbing Supply
 Atlantic Security & Fire, Inc.
 Atlantic Tactical of New Jersey, Inc.
 Auto Parts
 AW Direct Inc.
 B&H Photo
 B. Keith Controls, Inc.
 Bergey's Truck Inc.
 Bristol-Donald Co. Inc.
 Brothers Towing & Recovery
 Bullet Lock & Safe Co. Inc.
 Cablevision Lightpath, Inc.
 Caldera Consulting
 Casey Walford
 Central Jersey Equipment
 Christy Fernandez
 Circle Chevrolet
 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
 City of Long Branch Payroll Agency Account
 Claudia Bento
 Clayton Block Co. Inc.
 Comcast Online
 Complete Security Systems Inc.
 Conte's Car Wash Inc.
 Cooper Electric Supply Co.
 Cristina N. Lipski
 Danielle Golba & Associates
 Danielle Golba & Associates
 Danielle Golba & Associates

Rent - Municipal Court - April -May 2017	*	19,732.86
Radio Equipment & Repair - Various Departments		413.19
Miscellaneous Supplies for Cabanas & Lockers - Beach		5,122.60
Vehicle Repair & Supplies - Fire		1,016.78
Vehicle Repairs & Supplies - Fire		2,165.85
Vehicle Repairs & Supplies - Various Departments		398.00
Legal Services - Planning Board - March 2017		126.00 Pmt. #2
Retainer - Planning Board - April 2017		500.00 Pmt. #2
Telephone Service - Various Departments - Bills Dated 3/31 - 4/9/17		535.65
Plumbing Materials for Jerry Morgan Park - Parks		603.52
Quarterly Monitoring - Public Facilities		150.00
Blue Force Gear - Police		110.00
Miscellaneous Auto Parts - Various Departments		4,152.31
Vehicle Parts & Supplies/Equipment - Public Works		1,061.27
Office Equipment - Various Departments		1,146.55
Lights & Fixture - Traffic Garage		788.80
Fuel Pump Kit - Public Works		873.47
Vehicle Parts & Supplies - Public Works		138.52
Towing Services - Public Works		30.00
Miscellaneous Auto Parts - Traffic - March 2017		60.00
Monthly Dark Fiber Lease - April 2017		1,500.00
EMT Class - Police		120.00
Travel Reimbursement - Rutgers Course - Comptroller's Office		149.68
Vehicle Supplies - Public Works		284.71
Mileage Reimbursement - Prinsepoin Training - Comptroller's Office		34.44
Vehicle Parts - Public Works		463.84
To Reimburse Clearing Account		87,384.68
To Reimburse Clearing Account		15,364.35
To Reimburse Clearing Account - Payroll Dated 4/21/17		930,891.62
Payroll Dated 4/21/17		893,166.33
Payroll Dated 4/21/17 - FICA/Medicare		37,725.29
DCRP Employer Match - April 2017		394.50
Mileage Reimbursement - Rutgers Course - Tax Collector's Office		99.90
Industrial Sprayer - Street Construction & Maintenance		99.95
Internet Provider - Various Departments - April 2017		1,747.92
Security Monitoring Services - Various Departments		1,570.00
Car Washes - Various Departments - March 2017		500.00
Electrical Materials - Public Facilities		227.24
Spanish Interpreter - Municipal Court - March 2017		360.00
Stenography Services - Zoning Board - October & December 2016		360.00 Pmt. #10-11
Stenography Services - Zoning Board - February 2017		200.00 Pmt. #1
Stenography Services - Planning Board - October & December 2016		450.00 Pmt. #6-7

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Danielle Golba & Associates

Danna Kawut

David Spaulding

Edmunds & Associates

Edwards Tire Co. Inc.

Enzo's Cleaning Solutions

Eric Reisher

Fine Fare

Fisher & Son Company, Inc.

Foley Incorporated

Freehold Dodge, Inc.

Gannett Satellite Information Network, Inc.

Gloria Winnick

Greenbaum, Rowe, Smith & Davis

Greenbaum, Rowe, Smith & Davis

Greenbaum, Rowe, Smith & Davis

H. Barber & Sons Inc.

Hecht Trailers, LLC

Hilsen Pest Control

Home Depot Credit Services

Impact Tech. Solutions LLC

Integrated Systems & Services

JAMM Printing

Jersey Central Power & Light

Jersey Coast Fire Equipment

Jersey Elevator Co. Inc.

Jersey Shore Powersports

John Guiry Company

John's Auto & Truck Repair

Joseph Fazio - Wall, LLC

Kelly Kirschik

Kepwell Water

Kimball Midwest

Klose Associates, Inc.

K-Mart

Konica Minolta Business

Konica Minolta Business Solutions USA Inc.

Lenigan Associates Inc.

Lawyers Diary & Manual

Lexis Nexis Matthew Bender

Lexis Nexis Risk Solutions

Lisa Gall

Long Branch Housing Authority

Maria S. Febles

Marjam Supply Co. Inc.

Mazza & Sons Inc.

Meadowlands Transportation

Michael Irene, Jr.

Michael Irene, Jr.

Mon/Ocean County Tax Coll/Treas. Association

Monmouth County Police Academy

Monmouth County Treasurer

Monmouth University

Stenography Services - Planning Board - January & March 2017	400.00	Pmt. #1-2
Reimbursement for Monthly E-mail Blast Plan - April 2017	15.00	
Reimbursement - Registered Purchasing Specialist Certificate Renewal - Purchasing	25.00	
System Upgrade - Finance	1,228.00	
Tires - Public Works	570.36	
Equipment Repair - Street Construction & Maintenance	951.10	
Technical Support for "Community Connections" - Cable Commission - December 2016 - May 2017	825.00	
Food for Various Events - Senior Affairs	825.00	
Soil Conditioner - Parks	449.63	
Vehicle Repairs - Public Works	2,399.00	
Vehicle Parts - Public Works	1,014.44	
Monthly Legal Ads - City Clerk's Office - March 2017	668.86	
Mileage Reimbursement - Mayor's Office - January - March 2017	1,279.05	
Professional Services - General Legal - March 2017	48.20	
Professional Services - General Redevelopment - March 2017	825.00	Pmt. #3
Professional Services - Scott Kelly Litigation - March 2017	1,504.50	Pmt. #3
Miscellaneous Parts for Surf Rakes - Public Works	2,094.90	Pmt. #3
Vehicle Parts - Public Works	23,921.63	
Pest Control - April 2017	24.86	
Miscellaneous Tools, Materials & Supplies - Various Departments	410.00	
2017 Contract Agreement - Video Conferencing Equipment - Municipal Court	611.84	
Security System Services - Police	1,140.00	
2017 Event Schedules - Summer Concert Series - Administration	7,786.50	
Electric - Various Departments - Bills Dated 2/1 - 4/3/17	515.00	
Annual Inspection, Service & Tag - Public Facilities	56,799.09	
Elevator Maintenance - City Hall Building - April 2017	838.25	
Ranger Cargo for Beach Vehicle - Conservation	327.24	
Stone Dust - Parks	179.98	
Towing Services - Various Departments	169.28	
Vehicle Parts & Supplies - Various Departments	200.00	
Refund of Cabana Rental Fee - Reso. #118-17	512.90	
Cooler Rental - Administration - March 2017	2,750.00	
Vehicle Parts & Supplies - Public Works	38.80	
Table Covers - Police/Fire	103.84	
Wheeled Cooler - Recreation	700.00	
Copier Maintenance - January - March 2017	98.88	
Copier Agreement - Various Departments - March 2017	907.50	Pmt. #1
Shipping Charge - Police	4,153.02	
2017 NJ Lawyers, Diary & Manual - Municipal Court	10.00	
Renewal - NJ Administrative Code Title	420.00	
Accurint License - Police - March 2017	77.22	
Camera Operator - Cable Commission - March 2017	76.75	
Rent - Recreation - May 2017	50.00	
Spanish Interpreter - Municipal Court - March 2017	1,000.00	Pmt. #5
Ceiling Tiles - Police	480.00	
Recycle - Tires - March 2017	188.74	
UEZ Year-Round Shuttle - March 2017	602.00	
Legal Services - Zoning Board - March 2017	3,500.00	Pmt. #6
Retainer - Zoning Board - March 2017	375.00	Pmt. #2
2017 Membership - C. Tomas - Tax Collector	1,000.00	Pmt. #2
Active Shooter Course - Police	80.00	
Recording of Municipal Certs - Tax Collector's Office	150.00	
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
 Mr. John
 New Jersey American Water Co.
 NJ Gmis Tec Foundation
 Omaha Standard Inc.
 Otilia Silva
 Penn Detroit Diesel Allison
 Pioneer Athletics
 PPC Lubricants, Inc.
 Provantage LLC
 R&H Spring & Truck Repair Inc.
 Red the Uniform Tailor
 Republic Services of NJ LLC
 Republic Services of NJ LLC
 Riggins Incorporated
 RJK Media
 RR Donnelley
 Rutgers, The State University
 Rutgers, The State University
 Safelite Fulfillment, Inc.
 Samzle's Uniforms
 Seaboard Welding Supply Inc.
 Scrapp Inc.
 Share Corporation
 Sirchie Finger Print Laboratories
 Storage Engine
 Stratix Systems Inc.
 Supplies Master Inc.
 Taylor's Towing
 TCTA Membership Services
 The Peddler
 Treasurer, County of Monmouth
 Truckpro, LLC
 United Parcel Service
 Verizon
 Virtual F/X LLC
 W.B. Mason Co., Inc.
 W.W. Grainger Inc.
 Windstream

First Aid Supplies - Police	382.70
Port-a-John Rentals - Various Departments - March 2017	226.11
Water - Various Departments - Bills Dated 10/11 - 4/10/17	* 3,428.73
Registration - Annual Government Technology Education Conference - IT	100.00
Vehicle Parts & Supplies - Public Works	981.80
Portuguese Interpreter - Municipal Court - March 2017	600.00
Preventative Maintenance Program - Generators - Public Facilities	3,790.00
Supplies - Recreation	322.00
Hydraulic Oil - Public Works	987.50
Computer Equipment - Various Departments	276.50
Vehicle Repair - Public Works	2,409.49
Uniforms - Police	405.00
Bulky Waste Disposal - April 2017	7,300.02 Pmt. #5
Bulky Waste Disposal - March 2017	* 4,871.10
Diesel Fuel & Unleaded Gasoline	39,378.99
Directing/Editing Services for "Community Connections" - Cable Commission	500.00
Paper Supply - Health	661.50
Registration for Land Use for Municipal Planning and Zoning Board - Planning Board	305.00
Registration for Tax Collection II - C. Bento - Tax Collector's Office	1,091.00
Install Windshield - Public Works	276.85
Name Plates & Holders - Fire	86.50
Cylinder Rental & Oxygen Refill - Various Departments	184.25
Advanced Interview Course - Police	255.00
Chemical Supply - Public Works	345.39
Knife Evidence Box - Police	142.65
Laserfiche Software - Administration	2,146.00
Copier Maintenance - Public Works	309.00
Vehicle Parts & Repair - Public Works	36.71
Towing Services - Public Works	837.00
2017 Membership - C. Tomas - Tax Collector	100.00
Bicyclic Repairs - Police	1,017.25
Dumping Fees - March 2017	72,125.52
Seat Cushion - Public Works	235.37
Shipping - Administration	24.77
Telephone Service - Various Departments - Bills Dated 3/19 - 4/11/17	* 7,549.31
Lettering for Four Wheelers - Beach	240.00
Office Supplies - Various Departments	1,058.70
Miscellaneous Materials & Supplies - Various Departments	1,025.12
Telephone - Central - Bill Dated 4/4/17	* 2,179.00

TOTAL CURRENT

2,297,182.01

D.W. Smith Associates, LLC
 Greenbaum, Rowe, Smith & Davis
 Whirl Construction

Manhasset Creek Park Improvements - March - April 2017	752.69 Pmt. #12
Professional Services - Pier Design - March 2017	1,220.00 Pmt. #3
Installation of Playground - Jerry Morgan Park - Recreation	8,600.00

TOTAL CAPITAL

10,572.69

City of Long Branch Clearing Account

To Reimburse Clearing Account - Payroll Dated 4/21/17

* DENOTES PREPAY

* 5,985.52

** 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	* 5,576.21
Payroll Dated 4/21/17 - FICA/Medicare	* 409.31
Car Washes - Animal Control - March 2017	* 18.75
Animal Shelter Services - March 2017	1,500.00 Pmt. #3

TOTAL ANIMAL CONTROL

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	1,894.41
To Reimburse Clearing Account - Payroll Dated 4/21/17	* 31,201.05
Payroll Dated 4/21/17	* 5,837.30
Payroll Dated 4/21/17 - FICA/Medicare	* 5,415.91
Sidewalk Project - Upgrades - Community Development	* 421.39
Electric - Community Development - Bills Dated 2/1 - 4/3/17	* 30,981.00
Copier Agreement - Community Development - March 2017	* 220.05
Port-a-John Rental - Community Development - March 2017	* 277.16
Annual Membership for National Association of Housing & Redevelopment Officials - Community Development	* 297.80
Special Event Dinner for Special Needs Basketball Banquet - Community Development	* 360.00

13,489.79

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
 Glia Group LLC
 Greenbaum, Rowe, Smith & Davis
 JAMM Printing
 Long Branch Chamber of Commerce
 Michael A. Irene, Jr.
 Monmouth Wire Computer Recycling
 MTAG Cust Pig Cap Inv NJ13 LLC
 Trystone Capital Assets, LLC
 Vantage Point Real Estate Development Management LLC

Professional Services - Various Escrows - Planning Board	
Tax Sale Premiums	266.00
To Reimburse Clearing Account	* 138,100.00
To Reimburse Clearing Account	* 31,900.00
To Reimburse Clearing Account - Payroll Dated 4/21/17	* 155,076.05
Payroll Dated 4/21/17	* 30,181.43
Payroll Dated 4/21/17 - FICA/Medicare	* 29,653.81
Professional Services - Various Escrows - Zoning Board	* 527.62
Professional Services - Various Escrows - Zoning Board	* 1,373.50
Tax Sale Premiums	* 1,532.50
Tax Sale Premiums	* 2,600.00
Professional Services - Bluffs Development - February - March 2017	* 14,200.00
Professional Services - Beer Garden/2nd Ave. Warehouse - March 2017	* 4,275.00 Pmt. #7-8
Professional Services - Black Ridge Realty - March 2017	* 825.00 Pmt. #7
Professional Services - Mark Built Properties - March 2017	* 450.00 Pmt. #7
Professional Services - Pier Village Phase III - March 2017	* 150.00 Pmt. #5
Professional Services - Urge/Avery Redevelopment - March 2017	* 2,550.00 Pmt. #9
Business Cards - Community Development	* 2,587.50 Pmt. #9
Rent - Dept. of Economic & Community Development - May 2017	* 51.00
Professional Services - Various Escrows - Zoning Board	* 1,650.00 Pmt. #5
Computer & Electronic Scrap - March 2017	* 675.00
Tax Sale Premium	* 2,000.00
Tax Sale Premiums	* 15,400.00
Professional Services - Bluffs Development - February - March 2017	* 1,200.00

9,551.05 Pmt. #7-8

TOTAL TRUST OTHER

446,775.46

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE