

RESOLUTIONS ADOPTED BY CITY COUNCIL 4-24-18

R70-18 RESOLUTION APPOINTING SPECIAL LAW ENFORCEMENT CLASS I OFFICERS FOR THE CITY OF LONG BRANCH

R71-18 RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO SIGN AN AGREEMENT FOR LOCAL 210 (SCHOOL CROSSING GUARDS)

R72-18 RESOLUTION DONATING A LIFEGUARD BOAT TO THE BOROUGH OF SEA BRIGHT

R73-18 RESOLUTION TO REFUND OVERPAYMENT OF 2018 TAXES (BLOCK 471 LOT 1.803)

R74-18 RESOLUTION APPROVAL PAYMENT OF BILLS

R75-18 RESOLUTION AUTHORIZING CHANGE ORDER #3 TO CONTRACT FOR OCEAN AVENUE IMPROVEMENTS (BLACK ROCK ENTERPRISES)

Re 70-18

**RESOLUTION APPOINTING
SPECIAL LAW ENFORCEMENT CLASS I OFFICERS FOR THE CITY
OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint the following individuals as Special Law Enforcement Class I Officers for the City of Long Branch:

Cesar Lopez
Robert Mendez
Charles Barreda
Nicholas Espinosa
Joseph Benner
Michael Morse
Kevin Donnegan
Ryan Lozada

Tervor Van Ness
Sergio Llerendez
Michael DeCristofaro
Michael Carr
Daniel Escobar
Michael Pede
Frank Minnisch
Davi Cunha

MOVED: Billings
SECONDED: S. T. Lannu

AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, ERNEST L. SCHULZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FORGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF THE
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 4-24-18
IN WITNESS WHEREOF, I HAVE HEREBYUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 24th DAY OF April, 2018
Ernest L. Schulz
MUNICIPAL CLERK, R.M.C.



**CITY OF LONG BRANCH
POLICE DEPARTMENT
344 Broadway
Long Branch, New Jersey 07740
(732) 222-1000**

TO: Kathy Schmelz
FROM: Joshua Bard
DATE: April 6, 2018
RE: Special Law Enforcement I Candidates

We are currently in the process of hiring seasonal Special Law Enforcement Class I Officers. As per Monmouth & County Police Academy Policy, all recruits must be approved by the governing body by means of a council resolution. I am requesting the following individuals be included in a Police Academy Resolution.

- 1 Cesar Lopez
- 2 Robert Mendez
- 3 Charles Barreda
- 4 Nicholas Espinosa
- 5 Joseph Benner
- 6 Michael Morse
- 7 Kevin Donnegan
- 8 Ryan Lozada
- 9 Trevor Van Ness
- 10 Sergio Llerendez
Michael
- 11 DeCristofaro
- 12 Michael Carr
- 13 Daniel Escobar
- 14 Michael Pede
- 15 Frank Minnisch
- 16 Davi Cunha

Thank you for your anticipated cooperation. Please feel free to contact me at extension #1300 with any questions or concerns.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lt. Joshua Bard".

R# 71-18

**RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO SIGN AN
AGREEMENT FOR LOCAL 210 SCHOOL CROSSING GUARDS**

BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizes the Mayor of the City of Long Branch to execute an agreement between the City of Long Branch and Local 210 (Crossing Guards)

MOVED: *Billings*

SECONDED: *Sirianne*

AYES: 5

NAYS: 0

ABSTAIN: 0

ABSENT: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, ERIN L. SCHULZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THAT FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 4-24-18

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 25 DAY OF APRIL, 2018

Erin L. Schulz
MUNICIPAL CLERK, R.M.C.

AGREEMENT

Between

**CITY OF LONG BRANCH, NEW JERSEY
SCHOOL CROSSING GUARDS**

--And

**SERVICES, PRODUCTION, WHOLESALE,
DISTRIBUTION, CLERICAL, HEALTH
RELATED
SERVICES, AIRLINES, AIRPORT AND
AEROSPACE
EMPLOYEES UNION, LOCAL 210,
INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

JANUARY 1, 2018-DECEMBER 31, 2020

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ARTICLE I
RECOGNITION

A. The City hereby recognizes the Union for the purpose of collective negotiations as the exclusive representative of all permanent school crossing guards, excluding substitutes. All other employees, including but not limited to managerial executives, confidential employees and casual employees, are excluded from the negotiations unit.

B. All new employees shall serve a probationary period of three months of active service. During such time, the City may terminate their employment and no grievance or other administrative proceeding shall be filed by any individual or the Union due to said termination.

C. Employees shall work assigned; no employee shall refuse any employment with the City.

ARTICLE II
UNION SECURITY

The City agrees it will give effect to the following form of Union security:

A. All present employees who are members of the Local Union on the effective date of this Agreement may remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union and do not become members thirty-one (31) days after the effective date of this Agreement will pay a Representation Fee as set forth hereafter.

B. It is agreed that at the time of hire, newly hired employees who fall within the negotiations unit will be informed that they have the chance to join the Union thirty-one (31) days thereafter or pay to the Local Union a Representation Fee.

C. Check-Off of Union Fees

1. The City hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9 (e). The City, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the second salary paid to each employee during the month and such deduction made the first month shall be a double deduction and, thereafter, the regular deduction shall apply to dues owed for the following month.

2. In making the deductions and transmittals as above specified, the City shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union by the fifteenth (15th) calendar day of the following month.

3. The City agrees to forward the full name and address for all new employees who become eligible for membership and for whom initiation fee is deducted. The City further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason therefore.

D. Representation Fee

1. If an employee does not become a member of the Union during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Prior to the beginning of each membership year, the Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

3. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members; and the Representation Fee has been set at 85% of that amount.

E. Representation Fee Procedure

(a) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the City a list of those employees who have not become members of the Union for the then current membership year. The City will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

(b) The City will deduct the Representation Fee in equal installments, as nearly as possible from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (1) Ten (10) days after receipt of the aforesaid list by the City; or
- (2) Thirty (30) days after the employee begins his or her employment in a negotiations unit position, unless the employee previously served in a negotiations unit position and continued in the employ of the City in a non-negotiations unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a negotiation unit position, whichever is later.

F. Challenging Assessment Procedure

(a) The majority representative agrees to establish a procedure by which non-member employees in a unit can challenge the assessment as provided in Section 3 of this Act. Said procedure shall consist of an appeal of the individual assessment to the City Council at a meeting to be scheduled no later than thirty (30) days from the date of the notice of the challenge of the assessment. Upon receipt of a challenge, notice of the challenge and hearing date shall be given to the City and the challenging employee by the majority representative, and shall be posted conspicuously at the work sites of the City to allow all interested employees to participate. The hearing shall be opened to all interested parties and the determination of the City Council shall be made in writing, with copies to the City and the challenging employee. Any challenging employee who disagrees with the determination of the City Council shall have a right, within twenty (20) days of said notice of the determination, to appeal the decision to a Board consisting of three (3) members appointed by the Governor, and such other appeals as may be allowed by law.

(b) In the event the challenge is filed, the deduction for fair share fee shall be held in escrow by the City pending final resolution of the challenge.

G. Association Responsibility

The Union assumes responsibility for acquainting its members, as well as other employees affected by the Representation Fee, of its implications and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

H. Miscellaneous

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 salary deduction, authorization cards submitted by the Union to the City and/or fair share information furnished by the Union or its representatives.

ARTICLE III
GRIEVANCE PROCEDURE

A. A grievance is a complaint that there has been an improper application, interpretation or violation of this Agreement.

B. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. (If the grievance is unanswered by the Supervisor within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

C. Procedure

(1) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision. (If the grievance is unanswered by the Supervisor within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step.)

(2) The grievance, when it first arises, shall be taken up orally between the employee, the shop steward and the immediate Supervisor, the Traffic Safety Officer. The Supervisor shall, within five (5) working days thereafter, give an oral or written decision on the grievance. (If the grievance is unanswered by the Supervisor within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step.)

(3) If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing, and the shop steward shall serve the same upon the unit Supervisor in charge of Crossing Guards within five (5) working days after the first informal conference. Within five (5) working days after such service, the grievance shall be discussed between the unit Supervisor and a representative of the Union. A written decision shall be given to the Union within five (5) working days after such discussion. (If the grievance is unanswered by the Supervisor within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step.)

(4) In the event the grievance is not satisfactorily settled by the meeting between the unit Supervisor and the representative of the Union within ten (10) working days from the discussion between the unit Supervisor and the representative of the Union, the Union must appeal in writing to the Business Administrator within said ten (10) working days period. The parties agree that within ten (10) calendar days, a hearing shall be scheduled before the Administrator, at which hearing both sides shall present their respective position. The Administrator's decision shall be final and binding.

(5) Employees shall have complete access to all civil service remedies available to their classification.

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 and after 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) 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 to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees within the provision of the contract;
- (3) To suspend, discharge or take other disciplinary action for good cause;
- (4) To modify the schedule and the working hours of employees based on the City's needs and in coordination with the Board of Education's School opening and closing schedules;
- (5) To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
- (6) To change, modify or promulgate reasonable rules and regulations;
- (7) To assign work as it determines will benefit the City and/or the public it serves.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the establishment of change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the City in any of its rights, responsibilities and authority under N.J.S.A. 40A:11 or any other national or state law.

D. The failure to exercise any of the foregoing rights or any right deemed to be a management right by tradition, by agreement, by mutual acceptance or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein.

ARTICLE V VACATION

A. All employees shall be eligible for three (3) vacation days per year, based on a ten (10) month work schedule (January through June, and September through December). Each vacation day shall constitute three and one-quarter (3.25) hours, (the average hours worked by all school traffic guards at the time of negotiation of this contract). Vacation days shall be

non-cumulative.

B. Employees hired after beginning the school term (September) shall receive vacation on a pro-rated basis as follows: for each month of employment, excluding July and August, for which the employee is in the employ of the City in excess of fifteen (15) days, he/she shall accrue 0.975 hours of vacation time.

C. Vacation time must be accrued prior to utilization.

D. All employees shall take their vacation days only when school is not in session, i.e., during summer recess, Thanksgiving holiday, spring recess or winter recess.

E. Payment for all accrued, non-utilized vacation time will be made in the last payroll prior to December 24th of each year.

ARTICLE VI SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE VII LAYOFFS AND VACANCIES

Any layoff which results from school closings, consolidations, change in traffic patterns, or reduction in school hours shall be made by seniority in accordance with the appropriate Department of Personnel regulations.

ARTICLE VIII FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargaining issues, which were or could have been the subject of negotiations. The parties recognize that no past practice survives this Collective Bargaining Agreement.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any matter, whenever or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE IX
CLOTHING

A. Each employee shall receive rain gear, vest, badge, whistle and stop paddle for which he/she shall be responsible and must maintain. The City, in its sole discretion, agrees to replace said equipment, only if it deems it necessary and only after a request by a member of the negotiations unit. Upon termination, all employees are required to return said articles of clothing and equipment to the City.

B. The City agrees to consider suggestions from the Union concerning the quality and suitability of clothing and equipment issued to employees pursuant to Section A. above. It is expressly agreed that the composition and design of the uniform issued to each employee shall be determined by the City in its sole judgment and discretion.

ARTICLE X
NO STRIKE PLEDGE

A. It is understood that there shall be no strikes, sit-downs, slowdowns, work stoppages or limitation upon crossing guard duties and responsibilities 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, sit-down, 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 take such other action as may be necessary under the circumstances to bring about compliance with its orders.

B. Employees participating in any violation of this Article shall be subject to disciplinary action up to discharge. Employees encouraging any violation of this Article shall be subject to discharge. Any discharge or other discipline shall be deemed for just cause and shall be subject to the grievance procedure only as to the fact of such participation or encouragement.

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 XI
SHOP STEWARD CLAUSE

The Company recognizes and will deal with the accredited shop stewards in all matters relating to grievances only. Stewards are not Officers or Agents of the Union. They shall be

selected by the members of the respective shop. The authority of shop stewards shall be limited to, and shall not exceed, the following duties and activities:

- 1) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- 2) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its Officers, provided such messages and information:
 - (a) Have been reduced to writing; or
 - (b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.

The shop steward has no authority to take strike action or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of shop stewards and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage, in violation of this Agreement.

Shop stewards shall receive the top pay rate step.

No shop steward shall be discharged, suspended or reprimanded without a Union Business Agent being present.

Shop stewards shall be allowed one (1) day off with pay each year to attend the Union's educational training program relative to the various funds and Union functions.

ARTICLE XII SICK LEAVE

A. All employees shall be eligible for up to six (6) sick days per year, based on a ten (10) month work schedule (January through June, and September through December). Each sick day shall constitute three and one-quarter (3.25) hours (the average hours worked by all school traffic guards at the time of negotiation of this contract).

B. Employees hired after beginning the school term (September) shall receive sick leave on a pro-rated basis, computed as follows: for each month of employment, excluding July and August, for which the employee is in the employ of the City in excess of fifteen (15) days, the employee shall accrue 1.95 hours of sick time.

C. Sick leave may be utilized in case of personal illness, accident or exposure to contagious disease. In addition, it may be used for short periods of time due to a death in the employee's immediate family or to care for a seriously ill member of the employee's immediate family (as defined in Department of Personnel regulations).

D. Sick time must first be accrued prior to utilization.

E. Unused sick leave may be accumulated from year to year without limitation.

F. An employee who has been absent or on sick leave for three (3) or more consecutive workdays may be required to submit acceptable medical evidence, substantiating the illness. In any event, however, the City may require proof of illness of an employee on sick leave, at the expense of the employee, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

ARTICLE XIII GENERAL

A. It is agreed that City and the Union will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality or sex. In addition, no employee shall be discriminated against because of inactivity with respect to Union affairs. Any employee who believes he or she has a disciplinary complaint shall have the right to file a complaint directly to the affirmative action officer.

B. Employees shall be entitled to full per diem salary for an unscheduled or unannounced half-day session when there is less than two (2) calendar days' notice of such change.

C. In the event school is closed for inclement weather and work is cancelled, Crossing Guards shall receive their regular compensation. However, in no event shall Crossing Guards receive compensation for more than three (3) inclement weather days per school year.

D. Each post shall receive a minimum of three (3) hours compensation for a full day's work. This provision shall only apply to the regular school year. There shall be a two (2) hour minimum for summer sessions.

ARTICLE XIV
WAGES

SCHOOL CROSSING GUARDS

2018-2020

3% PER HOUR INCREASE ON Step each year

STEP	Prior Yr Contract		2018		2019		2020			
	2017	Step. Diff.	Base	Step Diff	% increase	Base	Step Diff	% increase	Base	Step Diff
Start to 5 yrs	\$ 16.35		\$ 16.84		3%	\$ 17.35		3%	\$ 17.87	
5yrs to 10 yrs	\$ 17.07	0.72	\$ 17.58	0.74	3%	\$ 18.11	0.76	3%	\$ 18.65	0.79
10 yrs to 15 yrs	\$ 17.73	0.66	\$ 18.26	0.68	3%	\$ 18.81	0.70	3%	\$ 19.37	0.72
over 15 yrs	\$ 18.48	0.75	\$ 19.03	0.77	3%	\$ 19.61	0.80	3%	\$ 20.19	0.82

Summer Wages: Twenty-five (\$0.25) cents per hour increase for six (6) weeks.

Contract provisions apply only to those individuals employed by the City at the date of ratification by Local 210 members. There will be no retroactivity for prior members no longer employed by the City as of that date.

A. Each step represents five (5) years of continuous service with the City as a School Traffic Guard.

B. Those Crossing Guards employed January 1st through the first pay period in December of a contract year shall receive One hundred fifty (\$150.00) as a bonus. Employees who will be eligible for step increases during the period January 1st through and including June 30th shall receive the step increases effective January 1st of the applicable year; employees who will be eligible for step increases during the period July 1st through and including December 31st will receive their step increases the following January 1st.

C. Wages shall be paid bi-weekly with an itemized statement of payroll deductions. Wages will reflect the actual weeks worked.

If an employee is absent for more than the number of sick days accrued pursuant to Article XI of this Agreement, any necessary adjustments will be made in the employee's next paycheck following the day or days of absence.

It is expressly agreed that the foregoing payment provisions shall not apply to employees who work during the summer session.

ARTICLE XV
PERSONAL DAYS

All collective bargaining unit members will be entitled to one (1) paid personal day per year.

ARTICLE XVI
HOLIDAYS

All collective bargaining unit members will have Memorial Day and Thanksgiving Day off with pay plus one (1) floating holiday, but to be entitled to the floating holiday they must call in within seventy-two hours before said floating holiday.

ARTICLE XVII
DURATION

This Agreement shall be in full force and effect as of January 1, 2018 and shall remain in effect to and including December 31, 2018 without any reopening date.

The parties hereto shall commence negotiations for a new contract at least ninety (90) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Long Branch, County of Monmouth on the _____ day of September 2018

City of Long Branch, NJ

By: _____
Adam Schneider, Mayor

Date: _____

By: _____
Kevin J. Hayes, Sr.

School Crossing Guards

Local 210, I.B.T.

By: Kevin Hayes
Union Representative

Date: 4/17/18

By: Adam Schneider
Secretary-Treasurer Principal Officer

R 72-18

**RESOLUTION DONATING A LIFEGUARD BOAT TO
THE BOROUGH OF SEA BRIGHT**

WHEREAS, the City of Long Branch is in possession of a Short Asay lifeguard boat, serial #A-40-98 that is no longer needed by the City and the Borough of Sea Bright has showed interest in the City to donate the boat to them.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the donation of (1) Short Asay lifeguard boat, serial #A-40-98 to the Borough of Sea Bright.

MOVED: *Billings*

SECONDED: *Sirianni*

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, ERNIE 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 4-24-78
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 25th DAY OF April 1978
Ernie L. Schmid
MUNICIPAL CLERK, E.L.S.

R# 73-18

**RESOLUTION TO REFUND
OVERPAYMENT OF
2018 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2018 taxes and,

NOW THEREFORE BE IT RESOLVED that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below and charge 2018 taxes in the amount of \$12,695.97.

BLOCK	LOT	OWNER	AMOUNT
471	1.803	Howard Kuker 477 Ocean Avenue No., H-3 Long Branch, NJ 07740	12,695.97

OFFERED: Billings
SECOND: Siciliani
AYES: 5
NAYES: 0
ABSENT: 0
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 THIS FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-17-18
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 25th DAY OF October 2018
Long Branch, NJ
MUNICIPAL CLERK, R.M.C.

R# 74-18

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: Billings

SECONDED: Sircanni

AYES: 5

NAYES: 0

ABSENT: 0

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

4-24-18

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 25th day of April, 2018

Kathy L. Schmelz

Kathy L. Schmelz, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of April 24, 2018. 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.

AT&T	Utilities - Phone Services - March 2018	*
All Hands Fire Equipment	Update Class A Uniforms - Fire	
All Industrial Safety Products Inc.	Gloves - Public Works	
Allied Building Products Corp.	Materials for Police Shed - Public Works	
American Hose & Hydraulics, Co. Inc.	Spreader Controls for Salt Spreaders - Public Works	
Ansell, Grimm & Aaron, PC	Legal Services - Retainer - March 2018	*
Ansell, Grimm & Aaron, PC	Legal Services - Litigation, General, Tax Appeals, Redevelopment - March 2018	*
Artes Custom Styling	Towing Services - Police	
Asay Boats & Construction Co.	Rescue Surfboat & Trailer - Recreation	
ASCAP	License Fee for Summer Concert Series 2018 - Administration	
Atlantic Aerial Inc.	Personnel Lift Rental for City Hall Ceilings - Public Works	
Atlantic Plumbing Supply	Anchor Kit for Ceilings - City Hall Building - Public Works	
Atlantic Security & Fire, Inc.	Quarterly Monitoring - 142 Belmont - Public Works - 2nd Qtr 2018	
Auto Parts	Miscellaneous Auto Parts - Public Works	
Beverly Baxter	Ceramic Instruction - Senior Affairs - February 2018	
Beyer Fleet	LED Upgrade to Exterior Lights & Lightbar - Fire & Police	
Bullet Lock & Safe Co.	Miscellaneous Keys - Public Works	
Catherine Pooler	Reimbursement: Mileage for Tax Collection Course - Tax Collector's Office	
Charming Bete Company	Lead Safety Booklets - Health	
City of Long Branch Clearing Account	To Reimburse Clearing Account	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll 4/6/18	
City of Long Branch Payroll Agency Account	Fica/Medicare: 4/6/18	
City of Long Branch Payroll Agency Account	Payroll - 4/6/18	
CIME Associates	Licensed Tree Expert Services - March 2018	
Complete Security Systems Inc.	Service Call - Municipal Court	
County of Monmouth, DPW & Engineering	Salt Brine - Public Works - 3/20/18	
Danna Kavut	Reimbursement - Monthly E-mail Blasts Plan - Administration - April 2018	
DiFrancesco, Bateman, Coley, Et Al	Professional Services - Tax Appeals - February 2018	
Edwards Tire Co.	Tires - Public Works & Fire	
EZ Ride	UEZ - Year Round Shuttle - March 2018	*
EZ Ride	UEZ - Year Round Shuttle - April 2018	
F&C Automotive Supply	Vehicle Supplies - Public Works	
Fine Fare	Food for Lunch 'n Learn & Water Bottles - Senior Affairs & Police	
Freehold Dodge, Inc.	Vehicle Parts & Repair - PD #18 & 56 - Public Works	
Freehold Ford Inc.	Vehicle Parts & Repair - PD #12 - Public Works	
G&M Trophy Inc.	Corporal Badges - Police	
Goseck LLC	Geophysical Investigation - Public Works	
Gloria Winnick	Reimbursement: Mileage - Mayor's Office - January - March 2018	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

61.37

Greenbaum, Rowe, Smith & Davis
 Greenbaum, Rowe, Smith & Davis
 Hiltgen Pest Control LLC
 Home Depot Credit Services
 Hunter
 Imperial Bag & Paper Co. LLC
 Integrated Technical Systems Inc.
 JAMM Printing
 Jersey Auto Spa Car Wash
 Jersey Central Power & Light
 John Guire Company
 John's Auto & Truck Repair
 Joseph Fazzio - Wall, LLC
 Kepwell Water
 K-Mart
 Konica Minolta
 Konica Minolta Business Solutions USA Inc.
 Lexis Nexis
 Long Branch Municipal Court
 Maenza Recycling Services
 McBriere & Quinn, LLC
 McManimon, Scotland & Baumann LLC
 Mid-Atlantic Truck Center Inc.
 Monmouth County Police Academy
 Monmouth County Treasurer
 Monmouth Hose & Hydraulics
 Monmouth Truck Equipment Acquisition LL
 Monoprice, Inc.
 Motorola Solutions Inc.
 Municipal Record Service
 NEC Corp. of America
 New Jersey American Water Co.
 New Jersey Motor Vehicle
 New Jersey Natural Gas
 Nolze Garage Door
 PCM-G
 Perry's Trophy Co.
 Pinpoint Geotech LLC
 Plosia Cohen Law Firm
 Quality Rebuilders
 Red the Uniform Tailor
 Republic Services of NJ, LLC
 Riggins Incorporated
 Rutgers University
 Safariland LLC
 Salter Shoprites, Inc.
 Sanitation Equipment Corp.
 Seaboard Fire & Safety
 Seaboard Welding Supply Inc.
 Seton

Professional Services - COAH/Planning - November 2017
 Professional Services - General Redevelopment - November 2017
 Pest Control - Health - March - April 2018
 Materials, Supplies, Hardware, Tools - Public Works
 Vehicle Repair #25-74 - Fire
 Janitorial Supplies - Public Works & Fire
 Meter Maintenance - Police /Meters
 Miscellaneous Printed Supplies - Various Departments
 Car Washes - Various Departments - March 2018
 Utilities - Electric - October 2017 - March 2018
 Top Soil & Rubber Snow Deflectors for Snow Plows - Parks & Public Works
 Alignment - PD #28 - Public Works
 Flatbars for Snow Plows - Public Works
 Reimbursement: Supplies for Citizen Police Academy - Police
 Monthly Cooler Rental - Administration - March 2018
 7.67
 10.00
 219.80
 Gift Cards for Green Initiative - Administration
 Copier Maintenance Agreement - 1st Quarter 2018
 907.50 Pmt. #1
 3,464.38
 77.22
 203.97
 862.00
 500.00
 21,200.35
 329.73
 100.00
 81,711.72
 14,29
 4,345.00
 209.29
 9,700.75
 3,570.00
 3,132.23
 2,532.10
 85.00
 11,314.15
 170.00
 242.50
 5,534.10 Pmt. #6
 25,097.99
 2,493.00
 200.00
 128.00
 200.79
 790.00
 158.25
 79.61

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

* DENOTES PREPAY

SHI International Corp
 Slip's Paint & Hardware
 Stavola Asphalt Company, Inc.
 Storage Engine
 Talco Business Systems
 The Link News
 Treasurer, State of NJ, Dept. of Children & Families
 Treasurer, State of NJ, Dept. of Community Affairs
 Treasurer, State of NJ, Dept. of Health & Senior Services
 Truck Pro, LLC
 Tuzzio's
 United Parcel Service
 Vantage Point Real Estate
 Verizon Wireless
 W.B. Mason Co, Inc.
 W.W. Grainger Inc.

TOTAL CURRENT

City of Long Branch Clearing Account
 Greenbaum, Rowe, Smith & Davis
 Kappa Construction
 MTB LLC
 Vantage Point Real Estate

TOTAL CAPITAL

Auto Parts
 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
 NJ Dept of Health & Senior Services
 Verizon Wireless

TOTAL ANIMAL CONTROL

BSN Sports
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 D.W. Smith Associates
 Konica Minolta Business Solutions USA Inc.

* DENOTES PREPAY

Computer Equipment - IT
 Miscellaneous Supplies - Public Works & Administration
 Hi Performance Cold Patches & Re-crushed Concrete - Public Works
 Course: IA Investigations - Police
 LSAP Packages - IT
 Annual Maintenance Contract - Police
 Monthly Legal Ads - City Clerk's Office - December 2017 - March 2018
 Marriage / Civil Union License Fees - Qtr 1 2018
 State Training Fees - Long Branch & West Long Branch - Qtr 1 2018
 Burial Permits - Qtr 1 2018
 Switch & Motor - Public Works
 Food for College Tour & Basketball and Soccer End of Season - Recreation
 Shipping - Public Works
 Professional Services - General Redevelopment - March 2018
 Utilities - Wireless Service - March 2018
 Office Supplies - Various Departments
 Rainsuit - Public Works

TOTAL 3,056,990.64

To Reimburse Clearing Account
 Professional Services - Pier Design - November 2017
 HVAC City Hall Building - March 2018
 Improvements to Public Library - January - February 2018
 Professional Services - Pier Design - March 2018
 Miscellaneous Auto Parts - Animal Control
 To Reimburse Clearing Account
 To Reimburse Clearing Account - Payroll 4/6/18
 Fica/Medicare: 4/6/18
 Payroll - 4/6/18
 Monthly Dog Report - March 2018
 Utilities - Wireless Services - March 2018

214,913.90

10,159.65
 649.88
 6,237.55
 452.79
 5,784.76
 8,000.00 Final Pmt.
 283.20

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

NAHRO
Robert R. Goodman
T&M Associates
The Link News
W.B. Mason Co., Inc.

TOTAL ROD

A T & T	
Ansell, Grimm & Aaron, PC	85.20
Ansell, Grimm & Aaron, PC	12.50 Pmt. #3
Beyer Fleet	75.00 Pmt. #3
City of Long Branch Clearing Account	5,328.95
City of Long Branch Clearing Account	257.87
City of Long Branch Clearing Account	13,758.00
City of Long Branch Payroll Agency Account	17,187.50
City of Long Branch Payroll Agency Account	310.87
Greater Long Branch Chamber of Commerce	13,447.13
Joy Anderson Esq.	3,000.00
McManimon, Scotland & Baumann, LLC	200.00
Monmouth Wire Computer Recycling	4,150.00 Pmt. #2
MTAG Cust Fig Cap Inv NJ13 LLC	1,500.00
New Jersey Natural Gas	16,000.00
Trystone Capital Assets LLC	172.67
Vantage Point Real Estate	1,100.00
	1,530.00 Pmt. #1
TOTAL TRUST OTHER	29,195.46

Yearly Renewal - CDBG Membership - Community Development
Reimbursement: MODC Seminar Registration - Community Development
Manahasset Creek Park - Remedial Investigation - March 2018
Full Page Ad - Shuttle Service - Community Development
Hand Trucks - Community Development

Utilities - Phone Services - March 2018	
Professional Services - Beachfront North Phase II - March 2018	
Professional Services - Pier Village III - March 2018	
2013 Dodge Charger K-9 Transport System - Police	
To Reimburse Clearing Account	
To Reimburse Clearing Account - Payroll 4/6/18	
To Reimburse Clearing Account	
Fica/Medicare: 4/6/2018	
Payroll - 4/6/18	
Centerfold Ad - Business Directory - Community Development	
Alternative Public Defender - Municipal Court - 4/4/18	
Professional Services - Pier Village III RAB Financing - February 2018	
Computer & Electronic Scrap Recycling - March 2018	
Tax Sale Premium	
Utilities - Gas - February - March 2018	
Tax Sale Premium	
Professional Services - Surf Club/Kushner Project - March 2018	
	78,115.69

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 75-18

RESOLUTION AUTHORIZING CHANGE ORDER #3 TO CONTRACT FOR OCEAN AVENUE IMPROVEMENTS

WHEREAS, City Council approved a contract to **BLACK ROCK ENTERPRISES** for Ocean Avenue Improvements, for an amount **not to exceed \$616,822.47**; and

WHEREAS, during preliminary work by **BLACK ROCK ENTERPRISES**, it became apparent that the bike paths has trip hazards from deteriorated pavement along Ocean Avenue and needed to be repaired to protect public safety; and

WHEREAS, the Engineer Leon S. Avakian and Director of Public Works, contacted **BLACK ROCK ENTERPRISES** 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 **\$39,840.00**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby approves Change Order #3 to the contract with **BLACK ROCK ENTERPRISES** in the amount of **\$39,840.00**, amending the total contract amount to a sum **not to exceed \$656,662.47**.

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: Billings
SECOND: Sirvanni
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMITZ, 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 ~~IN A~~
REGULAR MEETING HELD ON 4-24-05
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 20 DAY OF 20

MUNICIPAL CLERK, R.M.C.

**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:

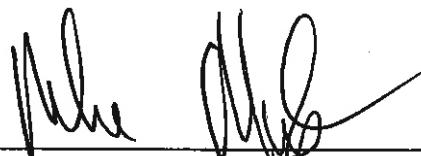
BOARDWALK AND OCEAN AVENUE REPAIRS/IMPROVEMENTS

Said contract being made as follows:

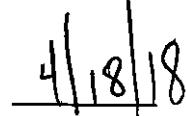
BLACK ROCK ENTERPRISES CHANGE ORDER #3 \$39,840.00

Said funds being available in the form of:

APPRO. # C-04-123-606, \$39,840.00



Michael Martin, Chief Financial Officer



Date

CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.3

Project: **BOARDWALK AND OCEAN AVENUE REPAIRS**

Project No: LB16-06

Owner: City of Long Branch

Date: 4/17/2018

Contractor: Black Rock Enterprises, LLC
1316 Englishtown Road
Old Bridge , NJ 08857

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

\$572,068.50
\$616,822.47
\$39,840.00
\$656,662.47

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

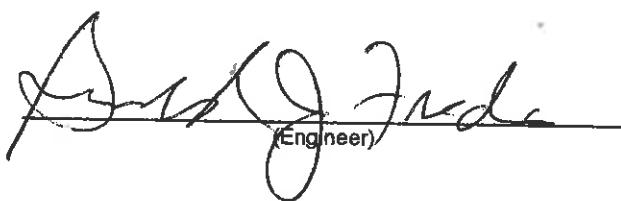
Item No.	Description	Quantity	Units	Unit Price	Decrease in Contract Price	Increase in Contract Price
SA3-1	Traffic Detour		1 LS	\$500.00	\$0.00	\$500.00
SA3-2	Concrete Curb 4500 PSI		250 lf	\$32.00	\$0.00	\$8,000.00
SA3-3	Excavate Paver Bricks		48 sy	\$25.00	\$0.00	\$1,200.00
SA3-4	Reset Paver Bricks		100 sf	\$25.00	\$0.00	\$2,500.00
SA3-5	HMA, Mix I-2, Stabilized Base Course, Includes Excavation		20 tons	\$110.00	\$0.00	\$2,200.00
SA3-6	Pavement Milling, 2" Depth		830 sy	\$8.00	\$0.00	\$6,640.00
SA3-7	HMA, Mix I-5 , Surface Course, 2" thick		110 tons	\$140.00	\$0.00	\$15,400.00
SA3-8	Topsoil and Sod		70 sy	\$20.00	\$0.00	\$1,400.00
SA3-9	Thermoplastic Pavement Marking "arrows"		10 ea	\$200.00	\$0.00	\$2,000.00
Total Decrease per this Agreement						\$0.00
Total Increase per this Agreement						\$39,840.00
Net Change in Contract Price due to this agreement						\$39,840.00

The sum of **\$39,840.00** is hereby added to the Total Contract Price and the total Adjusted contract Price to date is hereby equal to

\$656,662.47

Reason for Change: Additional work at the Bike Path to correct trip hazards by repairing the deteriorated bike path pavement at the Cities request.

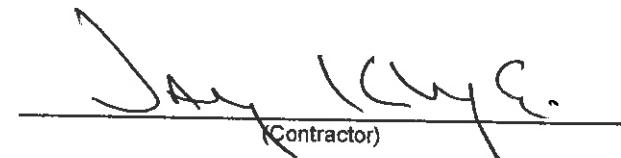
Recommended by:



(Engineer)

Date: 4/18/18

Accepted by:



(Contractor)

Date: 4/18/18

Approved by:

(City)

Date: _____

Prepared by Leon S. Avakian, Inc.