

**ORDINANCE NO. 20-10**

**AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION  
LIMITS AND TO ESTABLISH A CAP BANK PER (N.J.S.A. 40A: 4-45.14)  
FOR CALENDAR YEAR 2020**

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to **2.5%** unless authorized by ordinance to increase it to **3.5%** over the previous year's final appropriations, subject to certain exceptions; and,

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the **3.5%** percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

**WHEREAS**, the City Council of the City of Ocean City in the County of Cape May finds it advisable and necessary to increase its CY 2020 budget by up to **3.5%** over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the City Council hereby determines that a **3.5%** increase in the budget for said year, amounting to **\$2,003,816.29** excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS**, the City Council hereby determines that any amount authorized herein above that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Ocean City, in the County of Cape May, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2020 budget year, the final appropriations of the City of Ocean City shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by **3.5%**, amounting to **\$1,994,837.88**, and that the CY 2020 municipal budget for the City of Ocean City be approved and adopted in accordance with this ordinance; and,

**BE IT FURTHER ORDAINED**, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

This ordinance shall take effect in the time and manner prescribed by law.

\_\_\_\_\_  
Jay A. Gillian, Mayor

\_\_\_\_\_  
Peter V. Madden, Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the \_\_\_ day of May, 2020, and was taken up for a second reading and final passage at a meeting of said Council held on the \_\_\_ day of June, 2020, in Council Chambers, City Hall, Ocean City, New Jersey, at seven o'clock in the evening.

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

# 02

**RESOLUTION**

**TO AUTHORIZING THE ADVERTISEMENT OF SPECIFICATIONS FOR CITY CONTRACT #20-26, SUPPLY & DELIVERY OF STAINLESS STEEL BOARDWALK SCREWS**

**BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #20-26, Supply & Delivery of Stainless Steel Boardwalk Screws

\_\_\_\_\_  
Peter V. Madden  
Council President

Note: The legal advertisement will be placed in the Ocean City Sentinel on Wednesday, June 3, 2020 with the bid proposal opening scheduled on Tuesday, July 7, 2020 and an anticipated date of award on Thursday, July 16, 2020.

Files: RAU 20-26, Boardwalk Stainless Steel Screws.docx

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2020

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....  
Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 03

**AUTHORIZING THE REJECTION OF BIDS FOR CITY CONTRACT # 20-09,  
TOWING & LOCKOUT SERVICES FOR THE CITY OF OCEAN CITY**

**WHEREAS**, the contract was authorized for advertisement by Resolution #20-56-259 on March 12, 2020 for City Contract #20-09, Towing & Lockout Services for the City of Ocean City; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, March 18, 2020, the Notice to Bidders was posted on the City of Ocean City’s website @ [www.ocnj.us](http://www.ocnj.us) and specifications were distributed to three (3) prospective bidder(s) for City Contract #20-09, Towing & Lockout Services of the City of Ocean City; and

**WHEREAS**, Addendum #1 was issued and advertised in the Ocean City Sentinel on Wednesday, March 25, 2020 and the bid opening date was re-established for Thursday, April 2, 2020 at 2:00 PM due to the COVID-19 virus outbreak and that more preparation time was being requested by the potential bidders; and

**WHEREAS**, bid proposals were opened for City Contract #20-09, Towing & Lockout Services for the City of Ocean City on Thursday, April 2, 2020 and two (2) bid proposals were received per the attached Summary of Bid Proposals; and

**WHEREAS**, Dorothy F. McCrosson, Esq., City Solicitor, Lt. Brian Hopely, Police Traffic Safety Unit and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and specifications, and recommend that the bid proposals be rejected based on the fact that both possessed non-curable material defects and additionally there is a need to make substantial revisions to the specifications in accordance with N.J.S.A. 40A:11-13.2 (d); and

**WHEREAS**, City Contract #20-09, Towing & Lockout Services for the City of Ocean City will be re-advertised and rebid upon completion of the revisions to the specifications; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that City Contract #20-09, Towing & Lockout Services for the City of Ocean City be and is hereby rejected as stated above.

\_\_\_\_\_  
Peter V. Madden  
Council President

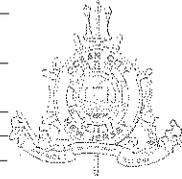
Files: REJ 20-09 Towing & Lockout Services.docx

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ....., 2020

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....  
Melissa G. Rasner, City Clerk



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

**PURCHASING DIVISION  
Summary of Bid Proposals**

**Date Received:** Tuesday, May 5, 2020 @ 2:00 PM, EDT  
**City Contract:** 20-09  
**Contract Name:** Towing & Lockout Services for the City of Ocean City

**By the Governing Body of the City of Ocean City, NJ**

**Name, Address &  
Bid Proposal of Each Bidder**

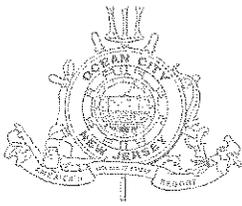
**Key: Apperant Lowest Responsible Bidder  
Non-Curable Material Defect  
Issues to be Resolved Prior to Award of the Contract**

**ANA Recovery, LLC**  
**D/B/A ANA Towing**  
**3121 D Suite, 184 Fire Road**  
**Egg Harbor Township, NJ 08234**  
**C: Patrick Aiken, Owner**  
**P: (609) 517-1514**  
**E: psarepo@gmail.com**

**Blakeslee Towing & Recovery**  
**D/B/A Court House Towing**  
**2403 Rt. 9 South**  
**Rio Grande, NJ 08242**  
**C: Louis Altobelli, President**  
**P: (609) 465-4108**  
**E: courhousetowing@comcast.net**

Item	Description	Rates	Rates	Rates	Rates
<b>BASIC TOWING SERVICE RATES</b>					
1a.	<b>DAY TOWING SERVICE RATE - (6:00 AM through 10:59 PM) Towing Service Flat Rate; Minimum Rate: \$40.00</b> to include (1) hour winching service for motorcycles, passenger cars & light trucks and vans. <b>The price shall include the New Jersey State Sales Tax.</b>	\$150.00	\$100.00		
1b.	<b>EVENING TOWING SERVICE RATE - (11:00 PM through 5:59 AM) Towing Service - Flat Rate; Minimum Rate: \$45.00</b> to include one (1) hour winching service for motorcycles, passenger cars & light trucks and vans. <b>The price shall include the New Jersey State Sales Tax.</b>	\$45.00	\$125.00		
1c.	<b>TOWING SERVICE UNLOADING or SHOW-UP RATE</b> - The City shall permit an unloading or show-up charge at a rate of <b>50% of the Day Towing Service Rate</b> (rounded to the nearest whole dollar) of successful bidder's day towing service rate. <b>The price shall include the New Jersey State Sales Tax.</b>	\$75.00	\$50.00		
2a.	<b>CITY OWNED &amp; OPERATED VEHICLES CITY RATE - All Hours &amp; Days Towing Service in Town - Flat Rate; Minimum Rate: \$25.00</b> to include winching/flat bedding services for motorcycles, ATV's, trailers, passenger vehicles, pickup trucks, vans. <b>Exempt from New Jersey Sales Tax.</b>	\$25.00	\$25.00		
2b.	<b>CITY OWNED &amp; OPERATED VEHICLES CITY RATE - All Hours &amp; Days Towing Service Out of Town - Rate Per Mile; Minimum Rate: \$3.00 per mile</b> to include winching/flat bedding services for motorcycles, ATV's, trailers, passenger vehicles, pickup trucks, vans. <b>Exempt from New Jersey Sales Tax.</b>	\$3.00	\$3.00		
2c.	<b>CITY OWNED &amp; OPERATED VEHICLES CITY RATE - All Hours &amp; Days Towing Service in Town - Flat Rate; Minimum Rate: \$100.00</b> to include winching/flat bedding service for heavy duty trucks, ambulances, fire apparatus, off road/heavy equipment & military vehicles. <b>Exempt from New Jersey Sales Tax.</b>	\$100.00	\$100.00		
2d.	<b>CITY OWNED &amp; OPERATED VEHICLES CITY RATE - All Hours &amp; Days Towing Service Out of Town - Flat Rate; Minimum Rate: \$3.00 per mile</b> to include winching/flat bedding service for heavy duty trucks, ambulances, fire apparatus, off road/heavy equipment & military vehicles. <b>Exempt from New Jersey Sales Tax.</b>	\$3.00	\$3.00		

PURCHASING DIVISION Summary of Bid Proposals		Date Received: Tuesday, May 5, 2020 @ 2:00 PM, EDT	
By the Governing Body of the City of Ocean City, NJ		City Contract: 20-09	
		Contract Name: Towing & Lockout Services for the City of Ocean City	
Name, Address & Bid Proposal of Each Bidder		ANA Recovery, LLC D/B/A ANA Towing 3121 D Suite, 184 Fire Road Egg Harbor Township, NJ 08234 C: Patrick Aiken, Owner P: (609) 517-1514 E: psarepo@gmail.com	Blakeslee Towing & Recovery D/B/A Court House Towing 2403 Rt. 9 South Rio Grande, NJ 08242 C: Louis Altobelli, President P: (609) 465-4108 E: courhousetowing@comcast.net
Key: Apperant Lowest Responsible Bidder Non-Curable Material Defect Issues to be Resolved Prior to Award of the Contract			
Item	Description	Rates	Rates
<b>LOCKOUT SERVICE RATES</b>			
3a.	<b>DAY LOCKOUT SERVICE RATE - (6:00 AM through 10:59 PM) Lockout Service - Flat Rate; Minimum Rate: \$15.00</b> for the entry of a locked automobile and/or vehicle which shall include up to one (1) hour of service. <b>The price shall include the New Jersey State Sales Tax.</b>	\$15.00	\$15.00
3b.	<b>EVENING LOCKOUT SERVICE RATE - (11:00 PM through 5:59 AM) Lockout Service - Flat Rate; Minimum Rate: \$25.00</b> for the entry of a locked automobile and/or vehicle which shall include up to one (1) hour of service. <b>The price shall include the New Jersey State Sales Tax.</b>	\$25.00	\$25.00
<b>Required Information</b>			
BID DEPOSIT/BOND:		Company Check (\$500.00) & Bid Bond	No Bid Bond
CONSENT OF SURETY:		No Surety Provided	Bank Check (\$5,000.00)
STATEMENT OF AUTHORITY:		Y	Y
RIGHT-TO-EXTEND - TIME OF AWARD:		Y	Y
STATEMENT OF OWNERSHIP DISCLOSURE:		Y	Y
NON-COLLUSION AFFIDAVIT:		Y	Y
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE:		Y	Y
NEW JERSEY AFFIRMATIVE ACTION EVIDENCE:		Y	Y
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA - ONE (1):		Y-1	Y-1
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT-2 PART FORM:		Y	Y
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC) SUBMITTED:		Y	Y
LIST OF VEHICLES INCLUDING PROOF OF OWNERSHIP:		Land All Vehicle Ownership or Lease	Y
GENERAL CONTRACT INFORMATION:		Y	Y
LIST OF MUNICIPAL/GOVERNMENTAL REFERENCES:		Y	Y
W-9 FORM:		Y	Y
SIGNED BID DOCUMENT CHECKLIST:		Y	Y
CERTIFICATE OF LIABILITY INSURANCE & PROVIDE THE REQUIRED LIMITS:		Required Limits do not match what is Specified	Y
PROOF OF WRITTEN DRUG FREE WORKPLACE POLICY:		Y	Y
LISTING OF DRIVERS & COPIES OF DRIVERS LICENSES:		Y	Y
EQUIPMENT LIST & MEETS THE REQUIRED VEHICLE NUMBER:		Land All Not Owned or Leased	Y
NUMBER OF COPIES OF THE PROPOSAL SUBMITTED (2):		Y-2	Y-2



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

## PURCHASING DIVISION

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To: George J. Savastano, Business Administrator

From: Joseph S. Clark, Jr. QPA, Purchasing Manger 

Dated: May 22, 2020

Subject: Rejection of Bid Proposals for City Contract #20-09, Towing & Lockout Services for the City of Ocean City

After a thorough review of the bid proposals that were submitted for City Contract #20-09, Towing & Lockout Services for the City of Ocean City it has been determined that both bids should be rejected due to non-curable material defects being contained in each one. In the case of ANA Recovery, LLC their bid proposal failed to provide the required Surety that guarantees that a Performance Bond would be provided after the award of the contract. The second bidder, Blakeslee Towing & Recovery D/B/A Court House Towing failed to provide a Bid Bond. In both cases these are non-curable material defects that leaves us with no choice other than to recommend that the proposals be rejected and that the contract be rebid as soon as possible.

At this point we still have coverage in place for the summer months with Blakeslee Towing & Recovery D/B/A Court House Towing who has agreed to remain on as our contractor until such time that a new contract can be put into place. Looking at the current timeframe for bidding and layering in the new directives that we have received from the N. J. Department of Community Affairs (DCA) concerning the letting of contracts, I would say that a new contract will not be awarded and in place until mid-September. In around about way this is not a bad thing and affords us the opportunity to rework the specifications to eliminate some of the other issues that arose during this bid go around. Additionally, I have asked Lt. Brian Hopely to provide me with statistical data on the number and type of tows encountered each year under this contract. With this information in hand we will be able to provide all potential bidders with valuable data that will help them ascertain the true value of the contract on an annual basis.

If you have any additional questions or require information, please contact me at your convenience.

cc. B. Hopely, Police Lt.  
D. McCrosson, Esq., City Solicitor  
J. Prettyman, Police Chief  
M. Rasner, CMC  
File

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**# 04**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY & CROSS COUNTRY COWBOY, INC. FOR THE SUPPLY & INSTALLATION OF BARRIER NETTING FOR VARIOUS LOCATIONS THROUGHOUT THE CITY OF OCEAN CITY**

**WHEREAS**, the City of Ocean City has a need for professional barrier netting at various recreational and City facilities; and

**WHEREAS**, it is determined in the best interest for the City of Ocean City to have a these supplies in a timely fashion; and

**WHEREAS**, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, Cross Country Cowboy, Inc. has provided barrier netting equipment, supplies and repairs over the past for the City of Ocean City; and

**WHEREAS**, Vincent S. Bekier, Director of Operations & Engineering; Steven M. Longo, Manager of Public Buildings & Grounds; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the submitted proposals and invoices for these services and recommend that Cross Country Cowboy, Inc., 233 13<sup>th</sup> Street, Hammonton, NJ 08037 be awarded an alternative non-advertised method contract for barrier netting equipment, supplies and repairs for the City of Ocean City's Department of Operations & Engineering; and

**WHEREAS**, Cross Country Cowboy, Inc. has submitted a Business Entity Disclosure Certification which certifies that Cross Country Cowboy, Inc. has not made any contributions to a political or candidate committee for an elected office in the City of Ocean City, County of Cape May, New Jersey in the previous one (1) year period, and that the contract will prohibit Cross Country Cowboy, Inc. from making any contributions through the term of the contract; and

**WHEREAS**, the City of Ocean City may enter into an alternative non-advertised method contract pursuant to the provisions of N.J.S.A.19:44A-20.5; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that an alternative non-advertised method contract with **Cross Country Cowboy, Inc., 233 13<sup>th</sup> Street, Hammonton, NJ 08037** be awarded as follows:

1. Provide barrier netting equipment, supplies and repairs to the City of Ocean City's Department of Operations & Engineering on an as needed or requested basis for the calendar year 2020.

Expended to Date.....	\$ 10,756.95
Projects Awaiting a Requisition (C-04-55-308-212).....	\$ <u>26,847.50</u>
<b>Total to Date .....</b>	<b>\$ 37,604.45</b>

2. A copy of the Business Entity Certification, the Determination of Value and Business Registration Certificate (BRC) for Cross Country Cowboy, Inc. has been submitted and shall be placed on file in the City's Purchasing Division Office.
3. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City that the Purchasing Manager is hereby authorized to execute a purchase order with, Cross Country Cowboy, Inc., 233 13<sup>th</sup> Street, Hammonton, NJ 08037 in accordance with this resolution.

The Director of Financial Management certifies that funds are available and shall be charged to the appropriate accounts as Purchase Orders are issued. The estimated annual contract value is \$39,000.00.

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
Frank Donato III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

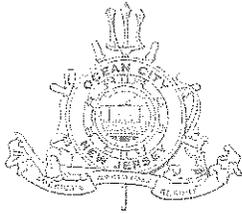
Files: RAW 20 Purchase Non-Advertised Cross Country Cowboy.docx

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2020

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....  
Melissa G. Rasner, City Clerk



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF OPERATIONS & ENGINEERING

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## MEMORANDUM

TO: JOSEPH CLARK, PURCHASING MANAGER  
FROM: STEVEN LONGO, MANAGER  
DATE: MAY 18, 2020  
RE: **CROSS COUNTRY COWBOY, INC. / PAY-TO-PLAY RESOLUTION**

---

Assistance is being sought to advance a resolution to City Council for the authorization of a pay-to-play resolution related to the company Cross Country Cowboy.

The company specializes and is patented in the design and installation of boundary safety netting that is used on all types of ball fields and golf courses. The City has used the company for over 25-years due to the patented design of the product that matches all other city properties and the superior quality of the work. Planned projects include the golf course and the little league fields and the combined cost for the projects will exceed the state pay-to-play dollar threshold thus the request for support of the resolution.

The necessary dollars to fund the services are included in the current capital budget.

Please let me know if there are any questions.

Thank you for the time and assistance in this matter.

SL  
C: V. Bekier

**Cross Country Cowboy, Inc.**

233 13<sup>th</sup> STREET • HAMMONTON, NJ 08037

(609) 561-0830 • Fax: (609) 567-9555

[crosscountrycowboy@comcast.net](mailto:crosscountrycowboy@comcast.net)

[www.crosscountrycowboy.com](http://www.crosscountrycowboy.com)

Sam Diamond, President

Quote #: 4224

<b>Attention:</b>	Steve Longo	<b>Cell:</b>	
<b>Proposal Submitted to:</b>	City of Ocean City	<b>Phone:</b>	609-425-7373
<b>Street</b>	115 12th Street	<b>Fax:</b>	
<b>City, State &amp; Zip Code:</b>	Ocean City, NJ 08226	<b>Job Location:</b>	35th and Haven
<b>Date:</b>		<b>Patent #:</b>	5,732,935
<b>Job Name:</b>			
<b>We hereby submit specifications and estimates for:</b>			

**NOTICE OF CONFIDENTIALITY**

The information contained and submitted in quotes, specs, design, etc. are protected by copyright and patent laws, and cannot be used in any form, including open bids. The unauthorized use or disclosures is strictly prohibited without written permission from CROSS COUNTRY COWBOY, INC.

1. Supply and erect netting cables etc. for baseball field at 35th and Haven Ave. Ocean City, NJ 08226 as follows
2. Remove all existing cables, nets, and bad hardware
3. First base side 149'x30' high approx. 4,470 square feet
4. Third base side 180'x30' high approx. 5,400 square feet
5. Back stop overhead area 30'x10'x16' approx. 620 square feet
6. All new 5/16 and 1/4 x 7 x 19 strand black airplane type cable
7. 10,490 square feet of 1" black poly UV treated barrier netting
8. All custom panels to fit
9. Connect the seams with AL25 hog rings
10. All new cross brace, wind cables, and guys where needed
- 11.
12. **NOTE:** See Diagram sheets #1 and #4 showing layout and sections
13. Same concept as existing for the past 23 years
14. Last installation Job #105 in 2011 by Cross Country Cowboy Inc
- 15.
16. **NOTE:** No charge to try to repair netting on Simpson and 35th. NOT originally installed by Cross Country Cowboy
- 17.
- 18.
- 19.
20. **MUST HAVE ACCESS TO AND FROM SITE**
21. **INCLUDES ALL LIFT EQUIPMENT, LABOR, TOOLS, LIABILITY INSURANCE**
22. **PERMITS AND UNDERGROUND MARK UTILITIES ARE OWNERS RESPONSIBILITY**
23. **NOT RESPONSIBLE FOR DAMAGE TO TURF, GROUND OR UNDERGROUND UTILITIES**
24. **ADDITIONAL CHARGES FOR UNFORESEEN GROUND CONDITIONS (EXAMPLE: ROCK, WATER, ETC)**
25. **IF TRAC UNIT OR BULLDOZER NEEDED ADDITIONAL CHARGES WILL APPLY**

We hereby propose to furnish labor and materials - complete in accordance with the above specifications for the sum of:

**\$26,847.50**

Payments are to be made as follows:

ACCORDING TO DRAW BREAKDOWN SHEET #

1. Deposit:	4. Cross brace & Anchor:
2. Delivery of Poles:	5. Chain Link Skirt:
3. Setting of Poles:	6. Job Completed:

All material is guaranteed to be as specified. All work to be completed in workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. These charges must be paid in advance. All arrangements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Warranty void if last draw of contract is not paid within 30 days after completion of work. Not responsible for pole wash out due to ground conditions. No warranty for existing poles or poles supplied by owner unless other arrangements are made. Any legal fees that may occur due to this contract will be customers responsibility.

Authorized Signature : \_\_\_\_\_

NOTE: This AGREEMENT may be withdrawn by us if not accepted within 30 days. All deposits are non-refundable.

**ACCEPTANCE OF AGREEMENT**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED \_\_\_\_\_ Signature : \_\_\_\_\_

Date \_\_\_\_\_ Signature : \_\_\_\_\_

**<< MERCHANT COPY -- PLEASE SIGN & RETURN >>**

# Cross Country Cowboy, Inc.

233 13th STREET • HAMMONTON, NJ 08037  
 (609) 561-0830 • Fax: (609) 567-9555  
crosscountrycowboy@comcast.net  
www.crosscountrycowboy.com  
 Sam Diamond, President

Quote # : 4224

Attention:	Steve Longo	Cell:	0		
Proposal Submitted to:	City of Ocean City	Phone:	609-425-7373	Date:	4/27/2020
Street	115 12th Street	Fax:		Patent #:	5,732,935
City, State & Zip Code:	Ocean City, NJ 08226	Job Location:	35th and Haven	Job Name:	
We hereby submit specifications and estimates for:		0			

### NOTICE OF CONFIDENTIALITY

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1. Supply and erect netting cables etc. for baseball field at 35th and Haven Ave. Ocean City, NJ 08226 as follows
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11. \_\_\_\_\_ 0
12. NOTE: See Diagram sheets #1 and #4 showing layout and sections
13. Same concept as existing for the past 23 years
14. Last installation Job #105 in 2011 by Cross Country Cowboy Inc
15. \_\_\_\_\_
16. NOTE: No charge to try to repair netting on Simpson and 35th. NOT originally installed by Cross Country Cowboy
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. MUST HAVE ACCESS TO AND FROM SITE
21. INCLUDES ALL LIFT EQUIPMENT, LABOR, TOOLS, LIABILITY INSURANCE
22. PERMITS AND UNDERGROUND MARK UTILITIES ARE OWNERS RESPONSIBILITY
23. NOT RESPONSIBLE FOR DAMAGE TO TURF, GROUND OR UNDERGROUND UTILITIES
24. ADDITIONAL CHARGES FOR UNFORESEEN GROUND CONDITIONS (EXAMPLE: ROCK, WATER, ETC)
25. IF TRAC UNIT OR BULLDOZER NEEDED ADDITIONAL CHARGES WILL APPLY

We hereby propose to furnish labor and materials - complete in accordance with the above specifications for the sum of:

**\$26,847.50**

Payments are to be made as follows:

ACCORDING TO DRAW BREAKDOWN SHEET #

1. Deposit:	4. Cross brace & Anchor:
2. Delivery of Poles:	5. Chain Link Skirt:
3. Setting of Poles:	6. Job Completed:

All material is guaranteed to be as specified. All work to be completed in workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. These charges must be paid in advance. All arrangements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance. Warranty void if last draw of contract is not paid within 30 days after completion of work. Not responsible for pole wash out due to ground conditions. No warranty for existing poles or poles supplied by owner unless other arrangements are made. Any legal fees that may occur due to this contract will be customers responsibility.

Authorized Signature : \_\_\_\_\_

NOTE: This AGREEMENT may be withdrawn by us if not accepted within 30 days. All deposits are non-refundable.

#### ACCEPTANCE OF AGREEMENT

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED Signature : \_\_\_\_\_

Date \_\_\_\_\_ Signature : \_\_\_\_\_

**<< CUSTOMER COPY -- SIGN & KEEP >>**

**<< FOR CCC, INC USE ONLY >>**

**Cross Country Cowboy, Inc.**

233 13th STREET • HAMMONTON, NJ 08037

(609) 561-0830 • Fax: (609) 567-9555

[crosscountrycowboy@comcast.net](mailto:crosscountrycowboy@comcast.net)

[www.crosscountrycowboy.com](http://www.crosscountrycowboy.com)

Sam Diamond, President

Quote #: 4224

<b>Attention:</b>	Steve Longo	<b>Cell:</b>	0		
<b>Proposal Submitted to:</b>	City of Ocean City	<b>Phone:</b>	609-425-7373	<b>Date:</b>	4/27/2020
<b>Street</b>	115 12th Street	<b>Fax:</b>		<b>Patent #:</b>	5,732,935
<b>City, State &amp; Zip Code:</b>	Ocean City, NJ 08226	<b>Job Location:</b>	35th and Haven	<b>Job Name:</b>	
<b>We hereby submit specifications and estimates for:</b>		0			

**NOTICE OF CONFIDENTIALITY**

The information contained and submitted in quotes, specs, design, etc. are protected by copyright and patent laws, and cannot be used in any form, including open bids. The unauthorized use or disclosures is strictly prohibited without written permission from CROSS COUNTRY COWBOY, INC.

1. Supply and erect netting cables etc. for baseball field at 35th and Haven Ave. Ocean City, NJ 08226 as follows
2. Remove all existing cables, nets, and bad hardware
3. First base side 149'x30' high approx. 4,470 square feet
4. Third base side 180'x30' high approx. 5,400 square feet
5. Back stop overhead area 30'x10'x16' approx. 620 square feet
6. All new 5/16 and 1/4 x 7 x 19 strand black airplane type cable
7. 10,490 square feet of 1" black poly UV treated barrier netting
8. All custom panels to fit
9. Connect the seams with AL25 hog rings
10. All new cross brace, wind cables, and guys where needed
11. \_\_\_\_\_ 0
12. NOTE: See Diagram sheets #1 and #4 showing layout and sections
13. Same concept as existing for the past 23 years
14. Last installation Job #105 in 2011 by Cross Country Cowboy Inc
15. \_\_\_\_\_
16. NOTE: No charge to try to repair netting on Simpson and 35th. NOT originally installed by Cross Country Cowboy
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. MUST HAVE ACCESS TO AND FROM SITE
21. INCLUDES ALL LIFT EQUIPMENT, LABOR, TOOLS, LIABILITY INSURANCE
22. PERMITS AND UNDERGROUND MARK UTILITIES ARE OWNERS RESPONSIBILITY
23. NOT RESPONSIBLE FOR DAMAGE TO TURF, GROUND OR UNDERGROUND UTILITIES
24. ADDITIONAL CHARGES FOR UNFORESEEN GROUND CONDITIONS (EXAMPLE: ROCK, WATER, ETC)
25. IF TRAC UNIT OR BULLDOZER NEEDED ADDITIONAL CHARGES WILL APPLY

We hereby propose to furnish labor and materials - complete in accordance with the above specifications for the sum of:

**\$26,847.50**

Payments are to be made as follows:

**ACCORDING TO DRAW BREAKDOWN SHEET #**

1. Deposit:	4. Cross brace & Anchor:
2. Delivery of Poles:	5. Chain Link Skirt:
3. Setting of Poles:	6. Job Completed:

All material is guaranteed to be as specified. All work to be completed in workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. These charges must be paid in advance. All arrangements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Warranty void if last draw of contract is not paid within 30 days after completion of work. Not responsible for pole wash out due to ground conditions. No warranty for existing poles or poles supplied by owner unless other arrangements are made. Any legal fees that may occur due to this contract will be customers responsibility.

Authorized Signature : \_\_\_\_\_

NOTE: This AGREEMENT may be withdrawn by us if not accepted within 30 days. All deposits are non-refundable.

**ACCEPTANCE OF AGREEMENT**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED \_\_\_\_\_ Signature : \_\_\_\_\_

Date \_\_\_\_\_ Signature : \_\_\_\_\_

**RESOLUTION**

**AUTHORIZING THE AWARD OF A CONTRACT BETWEEN THE CITY OF OCEAN CITY & CODY'S POWER EQUIPMENT FOR THE ACQUISITION, SUPPLY AND REPAIR OF LAWN & GROUNDS EQUIPMENT FOR THE DEPARTMENT OF OPERATIONS & ENGINEERING**

**WHEREAS**, the City of Ocean City has a need for professional lawn maintenance and grounds equipment to maintain various recreational and City facilities; and

**WHEREAS**, it is determined in the best interest for the City of Ocean City to have a these supplies in a timely fashion; and

**WHEREAS**, Joseph S. Clark, QPA, City Purchasing Manager has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, Cody's Power Equipment has provided equipment & repair of lawn & grounds maintenance equipment for the City of Ocean City; and

**WHEREAS**, Vincent S. Bekier, Director of Operations & Engineering; Steven M. Longo, Manager of Public Buildings & Grounds; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the submitted proposals and invoices for these services and recommend that Cody's Power Equipment, 2000 Route 50, PO Box 562, Tuckahoe, NJ 08250 be awarded an alternative non-advertised method contract for acquisition & repair of lawn & grounds maintenance equipment for the City of Ocean City's Department of Operations & Engineering; and

**WHEREAS**, Cody's Power Equipment has submitted a Business Entity Disclosure Certification which certifies that Cody's Power Equipment has not made any contributions to a political or candidate committee for an elected office in the City of Ocean City, County of Cape May, New Jersey in the previous one (1) year period, and that the contract will prohibit Cody's Power Equipment from making any contributions through the term of the contract; and

**WHEREAS**, the City of Ocean City may enter into an alternative non-advertised method contract pursuant to the provisions of N.J.S.A.19:44A-20.5; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that an alternative non-advertised method contract with **Cody's Power Equipment, 2000 Route 50, P.O. Box 562, Tuckahoe, NJ 08250** be awarded as follows:

1. Provide lawn & ground maintenance equipment, supplies and repairs for the City of Ocean City's Department of Operations & Engineering on an as needed or requested basis for the calendar year 2020.

Expended to Date.....	\$	12,088.88
Requisition awaiting approval (#C-04-55-308-414).....	\$	<u>7,820.00</u>
<b>Total to Date .....</b>	<b>\$</b>	<b>19,808.88</b>

2. A copy of the Business Entity Certification, the Determination of Value and Business Registration Certificate (BRC) for Cody's Power Equipment has been submitted and shall be placed on file in the City's Purchasing Division Office.
3. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City that the Purchasing Manager is hereby authorized to execute a purchase order with Cody's Power Equipment, 2000 Route 50, P.O. Box 562, Tuckahoe, NJ 08250 in accordance with this resolution.

The Director of Financial Management certifies that funds are available and shall be charged to the appropriate accounts as Purchase Orders are issued. The estimated annual contract value is \$39,000.00.

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
Frank Donato III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

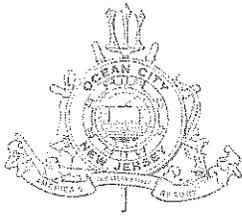
Files: RAW 20 Purchase Non-Advertised Cody's Power Equipment.docx

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2020

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....  
Melissa G. Rasner, City Clerk



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF OPERATIONS & ENGINEERING

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## MEMORANDUM

TO: JOSEPH CLARK, PURCHASING MANAGER  
FROM: STEVEN LONGO, MANAGER  
DATE: MAY 18, 2020  
RE: **CODY'S POWER EQUIPMENT / PAY-TO-PLAY RESOLUTION**

---

Assistance is being sought to advance a resolution to City Council for the authorization of a pay-to-play resolution related to the company Cody's Power Equipment.

Since 1988 the company has specialized in selling and servicing only the very best equipment available in the lawn and garden industry and the city continues to use Cody's for all types of lawn and garden machines. A new lawn mower is needed in the grounds maintenance operation and this equipment acquisition in addition to earlier equipment purchases have caused the dollars to date to exceed the state pay-to-play dollar threshold thus the request for support of the resolution.

The necessary dollars to fund the equipment purchase are included in the current capital budget.

Please let me know if there are any questions.

Thank you for the time and assistance in this matter.

SL  
C: V. Bekier

Status: Quote

Cody's Power Equipment

Quote #: 73358

Invoice Date:

2000 Route 50

PO Box 562

Print Date: 04/16/2020

Tuckahoe, NJ 08250

(609)628-9816

BILLING ADDRESS
Ocean City - City of 861 Asbury Ave Ocean City, NJ 08226 United States (609) 525-9400

SHIP ADDRESS
Ocean City - City of 861 Asbury Ave Ocean City, NJ 08226 United States (609) 525-9400

Sales Rep	Terms	Tax Code	Customer PO	Permit Number	Sales Type	Ship Date
	COD	GOV			Regular or Over the Counter	4/16/2020

Qty	OEM Code	Item No.	Item Description	Bin Location	Your Price	Amount
1.00			SCAG SVRII52V-23FX 52" STAND ON MOWER W/ KAWASAKI FX730		7,820.00	7,820.00
1.00			PRICE QUOTE VALID FOR 45 DAYS		0.00	0.00

Invoice Payments

Type	Amount	Date

Total Invoice

Items:	0.00
Fees:	0.00
Labor:	0.00
Kits:	0.00
Units:	0.00
Misc:	7,820.00
<b>Subtotal:</b>	<b>7,820.00</b>
<b>Ship by Will Call:</b>	<b>0.00</b>
Deposit:	
<b>Total Due:</b>	<b>7,820.00</b>
Total Paid:	0.00
<b>Balance Due:</b>	<b>7,820.00</b>

Tracking No.

--

Visit our website CODYSPOWER.COM

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 06

**AUTHORIZING THE EXTENSION OF CITY CONTRACT #18-06, DIGITAL RECORDING PRODUCTION SERVICES FOR THE CITY OF OCEAN CITY & THE OCEAN CITY COOPERATIVE PRICING SYSTEM (251COCCPS)**

**WHEREAS**, the City Council of the City of Ocean City, New Jersey awarded the original City Contract #18-06, Digital Recording Production Service for the City of Ocean City & the City of Ocean City Cooperative Pricing System #251COCCPS for the contract years 2018/2019 & 2019/2020 by Resolution #18-54-142 adopted on April 12, 2018; and

**WHEREAS**, the City of Ocean City, New Jersey desires to extend for City Contract #18-06, Digital Recording Production Service for the City of Ocean City & the City of Ocean City Cooperative Pricing System #251COCCPS an additional twelve (12) months contract year 2020/2021 to **Just Right TV Productions, LLC, 4523 Catawba Avenue, Mays Landing, NJ 08330** for Section # 1 - City of Ocean City - City Council Regular Meetings, Workshops & Special Events for the contract year 2020-2021; and

**WHEREAS**, Michael Allegretto, Director of Community Services; Melissa G. Rasner; City Clerk; Benjamin M. Hurst, Director of Information Systems; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, Purchasing Manager have reviewed the current terms and conditions of the contract and recommended that the contract be extended for a period of an additional twelve (12) months, July 1, 2020 through June 30, 2021; and

**WHEREAS**, the vendor is advised that this award does not guarantee that all of the items listed will be required during the contract period and are subject to the actual need as established by the City of Ocean City. As items are required, the City Purchasing Manger shall issue a Purchase Order for those items. No items shall be sent to the City without first obtaining a Purchase Order for said items; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City that City Contract #18-06, Digital Recording Production Service for the City of Ocean City & the City of Ocean City Cooperative Pricing System #251COCCPS for the contract year 2020/2021 be and is hereby extended for an additional twelve (12) months July 1, 2020 through June 30, 2021 as follows:

**Section #1 - City of Ocean City Council Regular Meetings, Workshops & Special Events for the Contract Years 2020-2021**

<u>Item</u>	<u>Description</u>	<u>Prices/Rates</u>	<u>Unit</u>
1.A	Services rendered up to a minimum of two (02) hours utilizing vendor provided equipment	\$ 270.00	flat rate per session
1.A.1	Services rendered up to a minimum of two (02) hours utilizing City provided equipment	\$ 200.00	flat rate per session
1.B	Services that exceed two (02) hours minimum in one-half (½) hour increments utilizing vendor provided equipment	\$ 30.00	rate per one-half (½) hour
1.B.1	Services that exceed two (02) hours minimum in one-half (½) hour increments utilizing City provided equipment	\$ 30.00	rate per one-half (½) hour

CITY OF OCEAN CITY  
 CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

**Section #1 - City of Ocean City Council Regular Meetings, Workshops & Special Events for the Contract Years 2020-2021 (Continued)**

<u>Item</u>	<u>Description</u>	<u>Prices/Rates</u>	<u>Unit</u>
1.C	The creation of a Flash Video "FLV file" for delivery to the City	\$ 40.00	flat rate per session
1.D	Additional copy of prerecorded DVD's	\$ 5.00	per copy
1.E	Digital recording services for special events and/or recording sessions that are beyond the scope of work outlined	\$ 120.00	rate per one (01) hour
1.F	Meetings for digital broadcast, digital format, & other items which may arise during the duration of the contract period	\$ 60.00	hourly rate

**Total Number of Items Awarded to Just Right TV Productions, LLC..... (8) Eight**

**BE IT FURTHER RESOLVED** that the City Purchasing Manager is authorized to issue purchase orders as may be required to Just Right TV Productions, LLC, 4523 Catawba Avenue, Mays Landing, NJ 08330 for a period of an additional twelve (12) months beginning on July 1, 2020 and continuing through June 30, 2021 for City Contract #18-06, Digital Recording Production Service for the City of Ocean City & the City of Ocean City Cooperative Pricing System #251COCCPS as listed and in accordance with this resolution and the submitted proposal form.

The Director of Financial Management certifies that funds are contingent upon adoption of the 2020 & 2021 Local Municipal Budget and shall be charged to the appropriate operating accounts as Purchase Orders are issued. The estimated annual contract value is \$15,000.00.

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
 Frank Donato, III, CMFO  
 Director of Financial Management

\_\_\_\_\_  
 Peter V. Madden  
 Council President

Files: RESEXTCC# 18-06 Digital Recording Production Services COCCPS#251.docx

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2020

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....  
 Melissa G. Rasner, City Clerk



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

PURCHASING DIVISION  
Summary of Bid Proposals

Date Received: Tuesday, April 3, 2018 @ 2:00 P.M., EDT

City Contract #: 18-06

Contract Title: Digital Recording Production Services for the City of Ocean City  
& the Ocean City Cooperative Pricing System (251COCCPS)

By the Governing Body of the City of Ocean City, NJ

Name, Address & Bid Proposal of Each Bidder		Just Right TV Productions, LLC 4523 Catawba Avenue Mays Landing, NJ 08330 C: Martin Fielder, Owner P: (609) 625-1765 F: none given E: info@justrighttv.com									
Item	Description	Prices/Rates	Unit	Prices/Rates	Unit	Prices/Rates	Unit	Prices/Rates	Unit	Prices/Rates	Unit
<b>The City of Ocean City</b>											
1.A	Services rendered up to a minimum of two (02) hours utilizing vendor provided equipment	\$270.00	flat rate per session		flat rate per session						
1.A.1	Services rendered up to a minimum of two (02) hours utilizing City provided equipment	\$200.00	flat rate per session		flat rate per session						
1.B	Services that exceed two (02) hours minimum in one-half (1/2) hour increments utilizing vendor provided equipment	\$30.00	rate per one-half (1/2) hour		rate per one-half (1/2) hour						
1.B.1	Services that exceed two (02) hours minimum in one-half (1/2) hour increments utilizing City provided equipment	\$30.00	rate per one-half (1/2) hour		rate per one-half (1/2) hour						
1.C	The creation of a Flash Video "FLV file" for delivery to the City	\$40.00	flat rate per session		flat rate per session						
1.D	Additional copy of prerecorded DVD's	\$5.00	per copy		per copy		per copy		per copy		per copy
1.E	Digital recording services for special events and/or recording sessions that are beyond the scope of work outlined	\$120.00	rate per one (01) hour		rate per one (01) hour						
1.F	Meetings for digital broadcast, digital format, & other items which may arise during the duration of the contract period	\$60.00	hourly rate		hourly rate		hourly rate		hourly rate		hourly rate
<b>The Ocean City Board of Education</b>											
2.A	Services rendered up to a minimum of two (02) hours utilizing vendor provided equipment	\$240.00	flat rate per session		flat rate per session						
2.A.1	Services rendered up to a minimum of two (02) hours utilizing Board provided equipment	\$200.00	flat rate per session		flat rate per session						
2.B	Services that exceed two (02) hours minimum in one-half (1/2) hour increments utilizing vendor provided equipment	\$30.00	rate per one-half (1/2) hour		rate per one-half (1/2) hour						
2.B.1	Services that exceed two (02) hours minimum in one-half (1/2) hour increments utilizing Board provided equipment	\$30.00	rate per one-half (1/2) hour		rate per one-half (1/2) hour						
2.C	The creation of a "Mpeg file" for delivery to the Board	\$40.00	flat rate per session		flat rate per session						
2.D	Additional copy of prerecorded DVD's	\$5.00	per copy		per copy		per copy		per copy		per copy
2.E	Digital recording services for special events and/or recording sessions that are beyond the scope of work outlined	\$120.00	rate per one (01) hour		rate per one (01) hour						
2.F	Meetings for digital broadcast, digital format, & other items which may arise during the duration of the contract period	\$60.00	hourly rate		hourly rate		hourly rate		hourly rate		hourly rate
<b>Required Information</b>											
	Required Number of Copies of the Bid Proposal (3):	Y/N	Yes (3)	Y/N		Y/N		Y/N		Y/N	
	Bid Deposit/Bond:	n/a	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
	Consent of Surety:	n/a	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
	Right to Extend - Time for Award:	Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
	Statement of Ownership Disclosure:	Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
	Non-Collusion Affidavit:	Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
	Mandatory Equal Employment Opportunity Language:	Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
	NJ Affirmative Action Regulation Compliance Notice:	Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
	Required Subcontractors Listing (None):	n/a	n/a	Y/N		Y/N		Y/N		Y/N	
	Acknowledge of Receipt of Addenda (None Issued):	Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
	Disclosure of Investment Activities in Iran Statement - Two Part Form:	Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
	NJ Business Registration Certificate (BRC):	Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
	NJ Business Registration Certificate for Subcontractors (BRC):	n/a	n/a	Y/N		Y/N		Y/N		Y/N	
	NJ Public Works Contractors Registration Act Certificate:	n/a	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
	NJ Public Works Contractors Registration Act Certificate for Subcontractors:	n/a	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a	Y/N	n/a
	Statement of Authority:	Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
	Required Reference List:	Y/N	Yes	Y/N		Y/N		Y/N		Y/N	
	W-9 Form:	Y/N	Yes	Y/N		Y/N		Y/N		Y/N	

CITY OF OCEAN CITY  
 CAPE MAY COUNTY, NEW JERSEY  
**RESOLUTION**

# 07

**AUTHORIZING THE CHANGE ORDER #6 TO CITY CONTRACT #19-33,  
 2019 ROAD IMPROVEMENT AT VARIOUS LOCATIONS – MIDTOWN ROAD IMPROVEMENTS**

**WHEREAS**, the contract was authorized for advertisement by Resolution #19-56-039 on Thursday, September 12, 2019 for City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, September 18, 2019, posted on the City of Ocean City’s website @ [www.ocnj.us](http://www.ocnj.us) and the specifications were distributed to eighteen (18) prospective bidder(s); and

**WHEREAS**, bid proposals were opened for City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements on Thursday, October 17, 2019 and six (6) bid proposals were received; and

**WHEREAS**, Vincent C. Orlando, P.E., P.P., Engineering Design Associates, P.A.; George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Operations & Engineering; Rachel N. Ballezzi, Project Coordinator; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposals and recommend that City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements be awarded to Landberg Construction, LLC, the lowest responsible bidder; and

**WHEREAS**, the City Council of Ocean City, New Jersey awarded City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvement on October 24, 2019 by Resolution #19-56-080 to Landberg Construction, LLC, 82 Tuckahoe Road, Dorothy, NJ 08317 in the amount of \$2,671,217.90; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Order #1 to City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvement on March 12, 2020 by Resolution #20-56-265 in the amount of (\$9,640.00) resulting in an adjusted contract amount of \$2,661,577.90; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Orders #2 & 3 to City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvement on April 9, 2020 by Resolution #20-56-283 in the net amount of (\$12,600.00) resulting in an adjusted contract amount of \$2,648,977.90; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Orders #4 to City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvement on April 23, 2020 by Resolution #20-56-305 to **Landberg Construction, LLC, 82 Tuckahoe Road, Dorothy, NJ 08317** in the net amount of \$7,400.00 resulting in an adjusted contract amount of \$2,656,377.90; and

**WHEREAS**, the City Council of Ocean City, New Jersey authorized Change Orders #5 to City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvement on May 14, 2020 by Resolution #20-56-324 to **Landberg Construction, LLC, 82 Tuckahoe Road, Dorothy, NJ 08317** in the net amount of \$60,599.68 resulting in an adjusted contract amount of \$2,716,977.58; and

**WHEREAS**, Vincent C. Orlando, P.E., P.P., Engineering Design Associates, P.A.; George J. Savastano, P.E., Business Administrator; Vincent S. Bekier, Director of Operations & Engineering; Rachel N. Ballezzi, Project Coordinator; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed and certified Change Orders #6 to City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements is correct as follows:

**Change Order #6**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
<b>Increase in Work</b>				
<b>Supplemental Work</b>				
S-2.	Additional Depth 12" HDPE @ Bay/Bayland Alley	392 LF	\$ 20.00	\$ 7,840.00
S-4.	Airport Milling/Paving (Add'l Area)	619 Y	\$ 40.00	\$ 24,760.00
S-6.	Reset MH, Use New Frame/Cover	2 UN	\$ 700.00	\$ 1,400.00
S-7.	Additional Grading at the Airport	1 Lump Sum	\$ 1,500.00	\$ 1,500.00
S-8.	Storm Sewer at 34 <sup>th</sup> Street & West Avenue	1 Lump Sum	\$ 28,350.00	\$ 28,350.00
S-9.	Check Valve Installations	1 Lump Sum	\$ 16,100.00	\$ 16,100.00
<b>Total Amount of Supplemental Work:</b>				<b>\$ 79,950.00</b>

**CITY OF OCEAN CITY**  
**CAPE MAY COUNTY, NEW JERSEY**  
**RESOLUTION**

**Change Order #6 (Continued)**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
<b>Extra Work</b>				
27.	Concrete Sidewalk, 4" Thick	897.6 S.Y.	\$ 84.00	\$ 75,398.40
28.	Concrete Sidewalk, 6" Thick	63.2003 S.Y.	\$ 90.00	\$ 5,688.03
30.	8" x 18" Concrete Vertical Curb	521 L.F.	\$ 31.00	\$ 16,151.00
<b>Total Amount of Extra Work</b>				<b>\$ 97,237.43</b>
<b>Total Amount of Increases including Supplemental &amp; Extra Work</b>				<b>\$ 177,187.43</b>

**Decrease in Work**

<b>Reduction in Work</b>				
4.	I-8 Soil Aggregate	100 C.Y.	\$ 10.00	(\$ 1,000.00)
13.	12" High Density Polyethylene Culvert Pipe	404 L.F.	\$ 120.00	(\$ 48,480.00)
12.	Open Graded Friction Course, 4" Thick	50 S.Y.	\$ 80.00	(\$ 4,000.00)
15.	18" High Density Polyethylene Culvert Pipe	30 L.F.	\$ 120.00	(\$ 3,600.00)
16.	8" Ductile Iron Culvert Pipe, Class 52	100 L.F.	\$ 120.00	(\$ 12,000.00)
18.	15" Ductile Iron Culvert Pipe, Class 52	100 L.F.	\$ 120.00	(\$ 12,000.00)
21.	Storm Sewer Manholes	1 Unit	\$ 4,500.00	(\$ 4,500.00)
23.	Inlets "E"	4 Units	\$ 4,000.00	(\$ 16,000.00)
26.	Concrete Gutter 8" Thick	249.6903 S.Y.	\$ 113.00	(\$ 28,215.00)
29.	Detectable Warning Surface (Pavers)	35 Unit	\$ 300.00	(\$ 10,500.00)
<b>Total Amount of Reduction in Work</b>				<b>(\$ 140,295.00)</b>
<b>Total Amount of Decreases including Reduction in Work</b>				<b>(\$ 140,295.00)</b>

**Total Amount of Change Order #6 to City Contract # 19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements including increases & decreases** **\$ 36,892.43**

**Total Amount of City Contract # 19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements Including Change Order #6** **\$ 2,753,870.01**

**WHEREAS**, the newly adjusted contract cost including Change Order #6 is \$2,753,870.01 an increase of \$82,652.11 to the original contract and a 3.09% percent increase in the total for City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, NJ that it authorizes Change Order #6 in the amount of \$36,892.43 (P.O. #19-03238) for City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements; and

**BE IT FURTHER RESOLVED** that the Director of Financial Management is authorized to process Change Order #6 in the net amount of \$36,892.43 to City Contract #19-33, 2019 Road Improvement at Various Locations – Midtown Road Improvements (P.O. #19-03238) to Landberg Construction, LLC, 82 Tuckahoe Road, Dorothy, NJ 08317 to be charged to the following Capital Account #'s: C-04-55-285-010 (\$10,828.00), C-04-55-296-010 (\$3,272.00), C-04-55-297-010 (\$1,826.06), C-04-55-299-010 (\$1,195.65), C-04-55-301-010 (\$3,563.85) & C-04-55-303-010 (\$16,206.87).

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
 Frank Donato III, CMFO  
 Director of Financial Management

\_\_\_\_\_  
 Peter V. Madden  
 Council President

Files: RESCO#6 19-33 2019 RD Impv Midtown.docx

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ....., 2020

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....  
 Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY  
AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

TO: Joseph Clark, Purchasing Manager  
 FROM: Vince Bekier, Director of Operations & Engineering  
 DATE: April 30, 2020  
 RE: CHANGE ORDER NO. 6  
 2019 Road Improvements at Various Locations - Midtown Road Improvement  
 Area around 24th Street - 30th Street East of West Ave  
 Project #: 19-33

The above referenced contract is seeking Council's approval of CHANGE ORDER NO. 6 on the Thursday, May 28, 2020 City Council Agenda. This request for change is to adjust contract quantities to as-builts quantities due to field conditions.

The request for change is to adjust contract quantities to as-built quantities due to field conditions. Extra material is needed to address drainage improvements and enhancements to the project in the 3200 block of West Avenue, Bay/Bayland alley and the airport. The city will receive a credit on proposed items that were not installed. The result for changes to the original contract are as follows:

This change order includes the need for additional materials to reflect the as-builts and to make necessary improvements:

2' ADDITIONAL DEPTH 12" HDPE @ BAY/BAYLAND ALLEY	392 LF
AIRPORT MILLING/PAVING (ADD'L AREA)	619 SY
RESET MH, USE NEW FRAME/COVER	2 UN
ADDITIONAL GRADING @ AIRPORT	1 LUMP SUM
STORM SEWER @ 34TH AND WEST	1 LUMP SUM
CHECK VALVE INSTALLATIONS	1 LS
CONCRETE SIDEWALK, 4" THICK	897.6 S.Y.
CONCRETE SIDEWALK, 6" THICK	63.2003 S.Y.
8"X18" CONCRETE VERTICAL CURB	521 L.F.

The changes also include the reduction of materials to reflect the as-builts

I-8 SOIL AGGREGATE	100 C.Y.
12" HIGH DENSITY POLYETHYLENE CULVERT PIPE	404 L.F.
OPEN GRADED FRICTION COURSE, 4" THICK	50 S.Y.

18" HIGH DENSITY POLYETHYLENE CULVERT PIPE	30 L.F.
8" DUCTILE IRON CULVERT PIPE, CLASS 52	100 L.F.
15" DUCTILE IRON CULVERT PIPE, CLASS 52	100 L.F.
STORM SEWER MANHOLES	1 UNIT
INLETS "E"	4 UNITS
CONCRETE GUTTER 8" THICK	249.69 S.Y.
DETECTABLE WARNING SURFACE (PAVERS)	35 UNIT

This change order represents a total current contract amount net change of  
\$36,892.43      or      3.09%

115 E. 12<sup>th</sup> Street, OCEAN CITY, NJ 08226  
609-399-6111      [www.ocnj.us](http://www.ocnj.us)



CITY OF OCEAN CITY, ENGINEERING DIVISION  
 2019 Road Improvements at Various Locations - Midtown Road Improvement

CHANGE ORDER NO. 6  
 FILE NO. 19-33

PURCHASE ORDER #  
 19-03238

CONTRACTOR:  
 LANDBERG CONSTRUCTION LLC  
 82 TUCKAHOE ROAD  
 DOROTHY, NJ 08317

REASON FOR CHANGE:  
 TYPE REASON HERE

THE TIME PROVIDED FOR COMPLETION OF THIS PROJECT IS:  
 \_\_\_\_\_ UNCHANGED, \_\_\_\_\_ INCREASED, \_\_\_\_\_ DECREASED, BY \_\_\_\_\_ CALENDAR DAYS.

UPON EXECUTION THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT.

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	S-2	2" ADDITIONAL DEPTH 12" HDPE @ BAY/BAYLAND ALLEY	392	LF	\$20.00	\$7,840.00
					<b>SUBTOTAL:</b>	\$79,950.00
EXTRA	27	CONCRETE SIDEWALK, 4" THICK	897.6	S.Y.	\$84.00	\$75,398.40
	28	CONCRETE SIDEWALK, 6" THICK	63.2003333	S.Y.	\$90.00	\$5,688.03
					<b>SUBTOTAL:</b>	\$97,237.43
REDUCTION	4	1-8 SOIL AGGREGATE	100	C.Y.	\$10.00	\$1,000.00
	13	12" HIGH DENSITY POLYETHYLENE CULVERT PIPE	404	L.F.	\$120.00	\$48,480.00
	12	OPEN GRADED FRICTION COURSE, 4" THICK	50	S.Y.	\$80.00	\$4,000.00
	15	18" HIGH DENSITY POLYETHYLENE CULVERT PIPE	30	L.F.	\$120.00	\$3,600.00
	16	8" DUCTILE IRON CULVERT PIPE, CLASS 52	100	L.F.	\$120.00	\$12,000.00
	18	15" DUCTILE IRON CULVERT PIPE, CLASS 52	100	L.F.	\$120.00	\$12,000.00
	21	STORM SEWER MANHOLES	1	UNIT	\$4,500.00	\$4,500.00
	23	INLETS "E"	4	UNITS	\$4,000.00	\$16,000.00
	26	CONCRETE GUTTER 8" THICK	249.690266	S.Y.	\$113.00	\$28,215.00
	29	DETECTABLE WARNING SURFACE (PAVERS)	35	UNIT	\$300.00	\$10,500.00
					<b>SUBTOTAL:</b>	\$140,295.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	(\$9,640.00)	MATERIALS NEEDED TO ADVANCE PROJECT STATUS		
2	(\$760.00)	Various Storm Sewer Items	+ SUPPLEMENTAL	\$79,950.00
3	(\$11,840.00)	TYPE REASON HERE		
4	\$7,400.00	MATERIALS ADJUSTMENT TO MATCH AS-BUILTS	+ EXTRA	\$97,237.43
5	\$60,599.68	MATERIALS NEEDED TO MATCH ASBUILT & AIRPORT PAVING		
6	\$36,892.43	TYPE REASON HERE	- REDUCTIONS	\$140,295.00
7				
8			NET CONTRACT CHANGE	
9			THIS CHANGE ORDER	\$36,892.43
10				

ORIGINAL CONTRACT AMOUNT	\$2,671,217.90
AMENDED CONTRACT AMOUNT	\$2,753,870.01
TOTAL CONTRACT CHANGE (AMOUNT)	\$82,652.11
TOTAL CONTRACT CHANGE (PERCENT)	3.09%

ACCEPTED BY: \_\_\_\_\_  
 LANDBERG CONSTRUCTION LLC DATE

APPROVED BY: \_\_\_\_\_  
 PROJECT MANAGER DATE

# LANDBERG CONSTRUCTION LLC

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May 15, 2020

City of Ocean City  
115 12<sup>th</sup> St.  
Ocean City, NJ 08226

Attn: Mr. Roger Rinck

Re: Ocean City Road Improvements at Various Locations Midtown 19-33  
Var. Overages from Pay Est 7 REVISED  
Change Order Request No. 11

Mr. Rinck,

Below, please find our proposal for various storm sewer related items.

Proposal

**Adds**

Item 35	Turf Repair Strip	3286 LF @ \$5.00/LF
S-10	Sawcut Overpour on Ex Curb Face To Install New Gutter	850 LF @ \$3.00/LF
		TOTAL: \$18,980.00

**Deducts**

Item 3	Excav, Unclassified	100 CY @ \$50.00/CY
Item 6	Pulv Soil Agg Base Crse, 6"	300 SY @ \$14.00/SY
Item 8	Milling, 3 to 6"	850 SY @ \$7.00/SY
Item 9	19M64, 3"	1423 SY @ \$13.75/SY
Item 10	9.5M64, Leveling	30 TN @ \$90.00/TN
Item 19	Utility Crossing	56 UN @ \$.01/UN
Item 24	Reset Ex Casting	4 UN @ \$250.00/UN
Item 25	Reset Valve Box	19 UN @ \$.01/UN
Item 38	4-6" Dia River Stone	10 SY @ \$80.00/SY
		TOTAL: (\$39,217.00)

**GRAND TOTAL: (\$20,237.00)**

Should you have any questions, please feel free to call.

Sincerely,



Mike Landberg  
Vice President

**RESOLUTION**

**AUTHORIZING THE CHANGE ORDERS #1 & 2 TO CITY CONTRACT 20-04,  
MAINTENANCE OF CITY OWNED GROUNDS & GARDEN PLOTS**

**WHEREAS**, the contract was authorized for advertisement by Resolution #19-56-018 on Thursday, August 22, 2019 for City Contract #20-04, Maintenance of City Owned Grounds & Garden Plots; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, February 26, 2020, the Notice to Bidders was posted on the City of Ocean City’s website @ [www.ocnj.us](http://www.ocnj.us) and the specifications were distributed to seven (7) prospective bidder(s); and

**WHEREAS**, bid proposals were opened for City Contract #20-04, Maintenance of City Owned Grounds & Garden Plots on Tuesday, March 17, 2020 and one (1) bid proposal was received; and

**WHEREAS**, Vincent S. Bekier, Director of Operations & Engineering; Steven Longo, Manager of Buildings & Grounds; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed the bid proposal and specifications and recommend that the City Contract #20-04, Maintenance of City Owned Grounds & Garden Plots be awarded to A. Guzzo Landscaping, LLC the lowest responsible bidder; and

**WHEREAS**, the City Council of Ocean City, New Jersey awarded City Contract #20-04, Maintenance of City Owned Grounds & Garden Plots on April 9, 2020 by Resolution #20-56-275 to **A. Guzzo Landscaping, LLC, P.O. Box 8303, Turnersville, NJ 08012** in the amount of \$60,513.00; and

**WHEREAS**, the vendor is advised that this award does not guarantee that all of the items listed will be required during the contract period and are subject to the actual need as established by the City of Ocean City. As items are required, the City Purchasing Manger shall issue a Purchase Order for those items. No items shall be sent to the City without first obtaining a Purchase Order for said items; and

**WHEREAS**, Vincent S. Bekier, Director of Operations & Engineering; Steven Longo, Manager of Buildings & Grounds; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed & certified Change Orders #1 & 2 to City Contract #20-04, Maintenance of City Owned Grounds & Garden Plots is correct as follows:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
<b><u>Change Order #1</u></b>				
<b>Increase in Work</b>				
<b>Extras:</b>				
1.	Mulching – Memorial Field	1 Each	\$ 2,790.00	\$ 2,790.00
2.	Trim/Prune Hedges – Memorial Field	1 Each	\$ 4,725.00	\$ 4,725.00
<b>Total Amount of Extra Work</b>				<b>\$ 7,515.00</b>
<b><u>Change Order #2</u></b>				
<b>Extras:</b>				
1.	Weeding & Redefining of the Mulch/Garden Beds – Tabernacle	1 Each	\$ 2,000.00	\$ 2,000.00
2.	Shrub Pruning – Tabernacle	1 Each	\$ 2,440.00	\$ 2,440.00
3.	Mulching of Perimeters w/ Root Mulch - Tabernacle	1 Each	\$ 4,960.00	\$ 4,960.00
4.	Planting & Bed Sand Replenishment – 9 <sup>th</sup> St. Bridge	1 Each	\$ 1,182.00	\$ 1,182.00
<b>Total Amount of Extra Work</b>				<b>\$ 10,582.00</b>
<b>Total Amount of Change Orders #1 &amp; 2 to City Contract # 20-04, Maintenance of City Owned Grounds &amp; Garden Plots Including Increases &amp; Decreases</b>				<b>\$ 18,097.00</b>
<b>Total Amount of City Contract # 20-04, Maintenance of City Owned Grounds &amp; Garden Plots Including Changes Orders #1 &amp; 2</b>				<b>\$ 78,610.00</b>

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

**WHEREAS**, the newly adjusted contract cost including Change Orders #1 & 2 is \$78,610.00 an increase of \$18,097.00 to the original contract and a 29.91% percent increase in the total for City Contract #20-04, Maintenance of City Owned Grounds & Garden Plots; and

**WHEREAS**, a copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, NJ that it authorizes Change Orders #1 & 2 in the amount of \$18,097.00 (P.O. #20-00918) for City Contract #20-04, Maintenance of City Owned Grounds & Garden Plots; and

**BE IT FURTHER RESOLVED** that the Director of Financial Management is authorized to process Change Orders #1 & 2 in the net amount of \$18,097.00 to City Contract #20-04, Maintenance of City Owned Grounds & Garden Plots (P.O. #20-00918) to A. Guzzo Landscaping, LLC, P.O. Box 8303, Turnersville, NJ 08012 to be charged to the following Operating Account # 0-01-20-265-268.

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
Frank Donato III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Peter V. Madden  
Council President

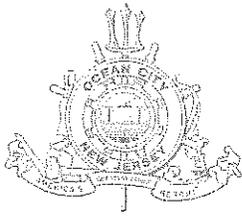
Files: RESCO#1 -2 CC#20-04 Garden Plots.docx

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2020

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....  
Melissa G. Rasner, City Clerk



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF OPERATIONS & ENGINEERING

---

## MEMORANDUM

TO: JOSEPH CLARK, PURCHASING MANAGER  
FROM: STEVEN LONGO, MANAGER  
DATE: MAY 18, 2020  
RE: **A. GUZZO LANDSCAPING (CHANGE ORDERS) CITY CONTRACT #20-04 MAINTENANCE OF CITY OWNED GROUNDS & GARDEN PLOTS**

---

Assistance is being sought to advance a resolution to City Council for the authorization of change order number one and two for City Contract #20-04 Maintenance of City Owned Grounds and Garden Plots.

The landscape company is providing grounds maintenance services that are in addition to the contract specifications. The work in change order number-1 includes mulching and pruning at Memorial Field. The additional work in the second change order relates to sand replenishment and related cleanup on the bed between the east and westbound lanes of the Route-52 Bridge. The company also provided landscape work at the Tabernacle property that included bed preparation, pruning and the placement of mulch. The city supported landscape services by the company are consistent with the Tabernacle and city's shared services arrangement.

The dollars required to fund the landscape services are included in the 2020 departmental operating budget.

Please let me know if there are any questions.

Thank you for the time and assistance in this matter.

SL  
C: V. Bekier



**RESOLUTION**

**AUTHORIZING CHANGE ORDER #1, FINAL ACCEPTANCE & FINAL PAYMENT OF CITY CONTRACT # 20-17, IMPROVEMENTS TO VARIOUS BOARDWALK STREET END RAMPS – CENTRAL**

**WHEREAS**, the contract was authorized for advertisement by Resolution #20-56-210 on Thursday, January 23, 2020 for City Contract #20-17, Improvements to Various Boardwalk Street End Ramps – Central; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, January 29, 2020, the Notice to Bidders was posted on the City of Ocean City’s website @ [www.ocnj.us](http://www.ocnj.us) and the specifications were distributed to four (4) prospective bidder(s); and

**WHEREAS**, bid proposals were opened for City Contract #20-17, Improvements to Various Boardwalk Street End Ramps – Central on Tuesday, February 11, 2020 and four (4) bid proposals were received; and

**WHEREAS**, George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Operations & Engineering; Rachel N. Ballezzi, Project Coordinator; Dorothy F. McCrosson, Esq., City Solicitor; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager reviewed the bid proposals and recommend that City Contract #20-17, Improvements to Various Boardwalk Street End Ramps – Central be awarded to Fred M. Schiavone, Inc., the lowest responsible bidder; and

**WHEREAS**, the City Council of Ocean City, New Jersey awarded City Contract #20-17, Improvements to Various Boardwalk Street End Ramps – Central on Thursday, February 27, 2020 by Resolution #20-56-244 to **Fred M. Schiavone, Inc., P.O. Box 416, Malaga, NJ 08328** in the amount of \$196,800.00; and

**WHEREAS**, George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Operations & Engineering; Rachel N. Ballezzi, Project Coordinator; Christine D. Gundersen, Manager of Capital Planning; Jessica L. Baird, Purchasing Clerk; Darleen H. Korup, Purchasing Assistant and Joseph S. Clark, QPA, City Purchasing Manager have reviewed & Certified Change Order #1 and that all work has been completed in accordance with the job specifications and that the Maintenance Bond, Release of Liens, Application for Final Payment and Certified Payrolls have been submitted and are in proper order for City Contract #20-17, Improvements to Various Boardwalk Street End Ramps – Central as follows:

**Change Order #1**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total Amount</u>
<b>Increase - Supplemental Work</b>				
S1.	Framing Lumber: 90 3x10x12 & 90 - 3x10x14	Lump Sum	\$ 6,917.46	\$ 6,917.46
<b>Total Amount of Increase – Supplemental Work</b>				<b>\$ 6,917.46</b>
<b>Decrease - Reduction in Work</b>				
S1.	Deduct 18 Timber Piles & Install Balance of Piles as Helical Piles in Lieu of Timber.	Lump Sum	\$ 8,000.00	(\$ 8,000.00)
<b>Total Amount of Reduction in Work</b>				<b>(\$ 8,000.00)</b>
<b>Total Amount of Change Order #1 including Increases &amp; Decreases to City Contract #20-17, Improvements to Various Boardwalk Street End Ramps – Central</b>				<b>(\$ 1,082.54)</b>
<b>Total Amount of City Contract #20-17, Improvements to Various Boardwalk Street End Ramps - Central; Base Bid, Alternate #1 &amp; Alternate #2 Including Change Order #1.....</b>				<b>\$ 195,717.46</b>

**CITY OF OCEAN CITY**  
**CAPE MAY COUNTY, NEW JERSEY**  
**RESOLUTION**

**WHEREAS**, the newly adjusted contract cost including Change Order #1 is \$195,717.46 an decrease of (\$1,082.54) to the original contract a 0.55% percent decrease in the total for City Contract #20-17, Improvements to Various Boardwalk Street End Ramps – Central; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, NJ that it authorizes Change Order #1 in the amount of (\$1,082.54), Final Acceptance & Final Payment of City Contract #20-17, Improvements to Various Boardwalk Street End Ramps – Central in the amount of \$57,636.97 (P.O. Balance #20-00536); and

**BE IT FURTHER RESOLVED** that the Director of Financial Management is authorized to process Change Order #1 in the net amount of (\$1,082.54) and the Final Payment in the amount of \$57,636.97 (P.O. #20-00536 & Change Order #1) to City Contract #20-17, Improvements to Various Boardwalk Street End Ramps – Central issued to Fred M. Schiavone, Inc., P.O. Box 416, Malaga, NJ 08328 to be charged to the following Capital Account # C-04-55-301-203.

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
 Frank Donato III, CMFO  
 Director of Financial Management

\_\_\_\_\_  
 Peter V. Madden  
 Council President

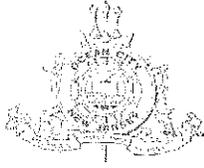
Files: RESCO#1FAFP 20-17 Boardwalk Streetend Ranps.docx

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ....., 2020

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....  
 Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY  
 AMERICA'S GREATEST FAMILY RESORT

MEMORANDUM

TO: Joseph Clark, Purchasing Manager  
 FROM: Vince Bekier, Director of Operations & Engineering  
 DATE: May 5, 2020  
 RE: FINAL ACCEPTANCE AND CLOSE OUT  
 Improvements to Various Boardwalk Street End Ramps - Central  
 9TH, 10TH & 11TH STREETS  
 Project #: 20-17

The above referenced contract is seeking Council's approval of Final and Final Acceptance to Close-Out on the May 23, 2020 City Council Agenda. The Contractor's Release of Liens, Payment of Debts and Claims and Consent of Surety to Final Payment, have been received.

The Final Payment illustrates all the increases and decreases in contract quantities, all supplemental work items, and all decreases to reflect as-built quantities.

Original Contract	\$196,800.00
Total Contract Change (Change Order #1)	(\$1,082.54)
Total Amended Contract	\$195,717.46
Less Previous Payments	\$191,803.11
Total Due including Retainage & Final Change Order	\$57,636.97

Reductions and additions adjusted to meet as-builts of the contract for a net change of -0.55%



CITY OF OCEAN CITY, ENGINEERING DIVISION  
 Improvements to Various Boardwalk Street End Ramps - Central

CHANGE ORDER NO. 1  
 FILE NO. 20-17

PURCHASE ORDER #  
 0

CONTRACTOR:  
 FRED M. SCHIAVONE CONSTRUCTION  
 P.O. BOX 416  
 MALAGA, NJ 08328

REASON FOR CHANGE:  
 MATERIALS NEEDED TO ENHANCE PROJECT

THE TIME PROVIDED FOR COMPLETION OF THIS PROJECT IS:  
 \_\_\_\_ UNCHANGED, \_\_\_\_ INCREASED, \_\_\_\_ DECREASED, BY \_\_\_\_ CALENDAR DAYS.

UPON EXECUTION THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT.

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	S-2	FRAMING LUMBER: 90 - 3X10X12 & 90 - 3X10X14	1	LUMP SUM	\$6,917.46	\$6,917.46
					<b>SUBTOTAL:</b>	\$6,917.46
EXTRA	0			0	\$0.00	
	0			0	\$0.00	
					<b>SUBTOTAL:</b>	\$0.00
REDUCTION	S-1	DEDUCT 18 TIMBER PILES AND INSTALL BALANCE OF PILES AS HELICAL PILES IN LIEU OF TIMBER.	1	LUMP SUM	\$8,000.00	\$8,000.00
					<b>SUBTOTAL:</b>	\$8,000.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	(\$1,082.54)	MATERIALS NEEDED TO ENHANCE PROJECT		
2			+ SUPPLEMENTAL	\$6,917.46
3				
4			+ EXTRA	\$0.00
5				
6			- REDUCTIONS	\$8,000.00
7				
8			NET CONTRACT CHANGE	
9			THIS CHANGE ORDER	(\$1,082.54)
10				

ORIGINAL CONTRACT AMOUNT \$196,800.00

AMENDED CONTRACT AMOUNT \$195,717.46

**RESOLUTION**

**AUTHORIZING THE TAX COLLECTOR TO  
PROCESS THIRD QUARTER "ESTIMATED"  
TAX BILLS, DUE AUGUST 1, 2020**

**WHEREAS**, in light of the disruption caused by the coronavirus outbreak, the State delayed the adoption of the State Fiscal Year 2021 Budget to September 30, 2020; and

**WHEREAS**, the Division of Local Government Services (DLGS) cannot certify State Aid allocations to municipal budgets until State Aid Appropriations are known; and

**WHEREAS**, the DLGS cannot approve municipal budgets and the County Board of Taxation cannot certify taxes until long after the June 30, 2020 deadline to process third quarter tax bills due August 1, 2020; and

**WHEREAS**, without an adopted 2020 Municipal Budget and without a 2020 Certified Tax Rate, the Tax Collector cannot process the final 2020 Tax Levy; and

**WHEREAS**, the DLGS "strongly recommends" under Local Finance Notice 2020-07 "that municipalities prepare to issue estimated property tax bills for 2020;" and

**WHEREAS**, the Tax Collector, in consultation with the Chief Financial Officer, computed and certified an estimated Tax Levy necessary to bill third quarter taxes due August 1, 2020.

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Body of the City of Ocean City authorizes the Tax Collector to process estimated tax bills for the third quarterly installment of 2020 taxes; and

**BE IT FURTHER RESOLVED** that, the third quarterly installment of 2020 taxes shall not be subject to interest until the later of August 10, 2020 or the twenty-fifth (25) calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.

\_\_\_\_\_  
Peter V. Madden  
Council President

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2020.

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....  
City Clerk



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DIVISION OF TAX COLLECTION

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## Memo

**To:** Mayor and City Council  
**From:** Terence Graff, Tax Collector  
**Date:** May 21, 2020  
**Re:** **Estimated 3<sup>rd</sup> quarter property tax bills**

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Dear Mayor and City Council,

In light of the disruption caused by the coronavirus outbreak, and consistent with guidance provided by the Division of Local Government Services, the City of Ocean City will need to issue estimated property tax bills for 2020 3<sup>rd</sup> quarter taxes due August 1<sup>st</sup>. The State of New Jersey has delayed the adoption of their budget until September 30, 2020, therefore the 2020 certified tax rate will not be available until after the statutory June 30<sup>th</sup> tax bill mailing deadline.

The computed estimated tax rate (.977) will allow the calculation & mailing of 2020 3<sup>rd</sup> quarter tax bills which will be due by August 1<sup>st</sup>, with a 10-day grace period.

When the 2020 tax rate for the City has been certified by the Cape May County Tax Board, the Tax Collector will send another tax bill reflecting the final tax payment due on November 1, 2020 and preliminary payments due February 1 and May 1, 2021. This final/reconciled bill will reflect the total taxes billed for the calendar year 2020.

Sincerely,

Terence Graff  
Tax Collector

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

# 11

**AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT  
WITH THE AMERICAN FEDERATION OF MUSICIANS, LOCAL 16-248**

**WHEREAS**, the American Federation of Musicians, Local 16-248 and the City of Ocean City have completed collective bargaining and have formulated the terms of a agreement from February 1, 2019 through January 31, 2023; and

**WHEREAS**, the American Federation of Musicians, Local 16-248 has voted to accept the terms of the agreement as negotiated by their representative; and

**WHEREAS**, the City negotiating team members have briefed the full City Council on the terms of the proposed agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that the Mayor and City Clerk be authorized to execute the collective bargaining agreement as negotiated with the American Federation of Musicians from February 1, 2019 through January 31, 2023.

\_\_\_\_\_  
Peter V. Madden, Council President

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2020.

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....  
City Clerk

**AGREEMENT**

**Between**

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**And**

**AMERICAN FEDERATION OF MUSICIANS  
LOCAL 16-248**

**February 1, 2019 through January 31, 2023**

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## **PREAMBLE**

This agreement, entered into this \_\_\_\_ day of April, 2020, by and between American Federation of Musicians Local 16-248(hereinafter referred to as the "Union"), and the City of Ocean City, New Jersey (hereinafter referred to as the "City").

## **ARTICLE I**

### **UNION RECOGNITION**

The City recognizes the Union as the exclusive representative for collective negotiations for the instrumental musicians of the Ocean City Pops Orchestra, who are non-probationary members of the orchestra and who have worked for a minimum of 60% of the performances for the previous season.

The parties agree that the provisions of this collective bargaining agreement are in force for all services provided by musicians in relation to performances of the Ocean City Pops Orchestra, as scheduled and approved by the City, with the exception of those performances sponsored or funded by the Music Performance Fund of the American Federation of Musicians.

## **ARTICLE II**

### **DUES DEDUCTION**

1. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union (this includes subs, extras, probationary and non-probationary musicians.) Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies together

with records of any corrections shall be transmitted to the Union Treasurer within five (5) working days from the payroll period ending date of each bi-weekly payroll period.

2. If, during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice 30 days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for such employees.

3. The Union will provide the necessary "check-off" authorization form and the Union will secure the signatures of its members on the form and deliver the signed forms to the City Treasurer. 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 or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction.

4. The Union agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any employee who refuses or fails to execute an authorization card.

5. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Treasurer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which the notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15.9(e) as amended.

6. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within 30 days of initial employment within the unit, and any permanent employee previously employed with the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. This representation fee shall be paid in an amount not greater than 85% of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification on the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of the Agreement as long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in the provision by a successor agreement between the Union and the Employer.

7. The Union agrees to furnish the City with a copy of its "demand and return system" which must be established and maintained by the Union in accordance with the law.

8. 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 any

action taken in making deductions and remitting the same to the Union pursuant to this Article.

### ARTICLE III

#### SIZE OF ORCHESTRA

1. The Ocean City Pops Orchestra as of the date of this agreement consists of the following positions:

- Violin I - 4
- Violin II - 4 (1 position is grant funded)
- Viola -2
- Cello -2
- Bass -1
- Flute -1
- Oboe -1
- Clarinet –1
- Bassoon -1
- Horn -2
- Trumpet - 2
- Trombone – 1
- Bass Trombone/Tuba – 1 (grant funded)
- Piano/Keyboard -1
- Percussion -1

Any permanent change among these positions will be made for good and necessary reasons, and reviewed by the Director of Community Services and the Business Administrator of Ocean City, in consultation with the Union. It is recognized that the

Artistic Director may increase or decrease the size of the orchestra according to the program needs of each concert.

2. Excepting guest soloists and a limited number of specifically designated, educationally oriented events, all players performing with the Ocean City Pops Orchestra must be compensated, professional-level musicians. Student interns may rehearse and/or perform with the orchestra after having successfully auditioned for a standard audition committee. If accepted, the intern may perform as an extra musician for expanded orchestra programs.

3. Reduction in core orchestra size should be based on industry-standard orchestrations and reductions (i.e., having no strings on big band night, or no brass on all string program, etc., are all acceptable reductions). Soloists (instrumental or vocal) must be accompanied by live musicians.

a. In the event that a part is written for one person doubling on several instruments, the person hired must play the part on all of the required instruments as indicated in the orchestration. The parts written for that instrument must be offered to a tenured player if a qualified person cannot be found.

b. When programs heavily emphasize brass no matter what the instrumentation, the 2<sup>nd</sup> chair player will be called upon to assist the principal player at the request of the principal player and in consultation with the Music Director on a case by case basis. The 2<sup>nd</sup> chair player will receive a premium of five percent (5%) for assisting the principal player.

4. When it becomes necessary to reduce the size of the orchestra because a grant-funded position will no longer receive the grant funding, the following procedure will be followed:

The last person hired into that section where the grant-funded position resides will be the person who will not regularly play in the orchestra. For those concerts with expanded orchestra programs, that person will be invited back to play in that section. In addition, that person will be the first called on the substitute list for that position.

5. Auditions and Vacancies

A. When time permits, all genuine vacancies in the orchestra (consisting of one season or more of employment) shall be filled by the audition procedure defined herein. Vacancies may result from:

1. A musician resigns, retires or dies.
2. A musician's dismissal has been finalized in accordance with the provisions of the contract.
3. A full-time position is added to the orchestra.

B. Auditions shall be open to any qualified applicant.

C. Auditions shall be advertised in appropriate places, including the International Musician publication (when time permits) and may also be advertised locally.

D. The details of the vacancy shall be given to the Union, the Orchestra Committee, and the Audition Committee.

E. The Audition Committee shall include the Artistic Director, one other non-probationary member of the orchestra selected by the Artistic Director, and two non-probationary musicians selected by the Orchestra Committee. When

possible, the Audition Committee should include the principal of the section with the vacancy.

- F. The person creating the vacancy and any individual with a potential conflict of interest shall not serve on the committee.
- G. The Artistic Director shall determine the applicants selected for an audition. All applicants selected shall be sent clear instructions detailing the date, time and the place of the audition, and the complete audition repertoire. Any music supplied to the applicants shall be legible and identical for all applicants.
- H. The audition repertoire shall be selected by the Artistic Director in consultation with the principal players of that orchestral choir.
- I. The auditions shall be conducted as follows:
  - 1. All selected applicants shall be made aware of the policies and procedures governing the audition.
  - 2. Each applicant's artistic abilities shall be judged solely on the basis of their performance in the audition.
  - 3. Candidates shall be given sufficient time to prepare, and best efforts will be made to provide a private room for 20 minutes prior to the audition.
  - 4. Music and parts supplied for the audition shall be in good condition, legible and clearly marked as intended to be played for the audition.
  - 5. Anonymity of the candidates shall be maintained in all auditions.
  - 6. A screen or similar device shall separate the candidates from the Audition Committee.

7. Each candidate shall be required to perform the same pieces that were prepared in advance and may be required, at the discretion of the Audition Committee, to perform a group of orchestral excerpts read at sight.
8. The Audition Committee shall determine the manner by which the applicants will be narrowed, and ultimately the winner will be selected under the following guidelines:
  - a. Prior to taking any vote, the committee shall discuss the applicants among themselves freely and candidly so that the decision will be as informed as possible.
  - b. Upon completion of preliminary auditions, the Artistic Director and the Audition Committee shall jointly decide by a simple majority vote which candidates, if any, shall advance to the final round of auditions.
  - c. Following the final round of auditions, the Audition Committee shall decide by simple majority vote which candidate, if any, shall be offered a probationary position.
  - d. If the vote results in a tie, then the Artistic Director shall have an additional vote, which the Artistic Director shall exercise only after consultation with the committee. If more than one person is found to be qualified, the committee may offer the position to the runner(s) up in the event that the winner does not accept employment. In this event (where more than one candidate is

found to be acceptable for employment), written notification of this outcome will be forwarded to the Orchestra Players Committee within one week of the audition.

e. If the vote results in a tie, then the Audition Committee may exercise the option of the tied candidates auditioning again and taking another vote prior to the action, described in Section d. above, takes place in the event of another tie.

9. Candidates shall be notified of their status in the audition process promptly upon such determination.
10. A Union representative shall be offered the right to be present at all auditions.
11. No procedure outlined herein shall be in conflict with any policy of the City of Ocean City or the New Jersey Department of Personnel.

#### 6. Substitutes

- A. A substitute list shall be compiled by the Artistic Director in consultation with the principals of the orchestral choir. All things being equal, members of Local #661-708 will be given preference.
- B. The principal of the section may consult with other members of the section regarding qualified musicians to be considered for the substitute list.
- C. When a substitute is needed, the musicians on the list shall be contacted in the order specified.
- D. The substitutes shall be contacted as soon as possible and practical, when the need arises.

- E. When contacted, the substitute shall be provided full information regarding the appearance, including: date, time, place, length of rehearsal, length of concert, required dress, compensation and instrumentation.
- F. When the substitute list is exhausted, the use of substitutes outside the list shall be determined by the Artistic Director, in consultation with the section principal, if appropriate.
- G. The Union shall receive a copy of the substitute list.
- H. The substitute list shall be reviewed and revised as necessary, but annually at a minimum.

#### **ARTICLE IV**

#### **ARTISTIC DISMISSAL**

The Music Director may not initiate non-renewal for artistic reasons in his/her first year or his/her final year of employment.

Should the position of Artistic Director become vacant, the City of Ocean City will include the Orchestra Committee in the selection process of a new Artistic Director. The final decision on hiring remains the City's.

#### **ARTICLE V**

#### **PROBATION/NON-PROBATION, TERMINATION AND DEMOTION**

1. Non-probationary musicians shall have the right of first refusal for all scheduled services of the Ocean City Pops Orchestra. All musicians must perform a minimum of 60% of performances offered in order to retain non-probationary status (See Appendix "A" for a listing of all non-probationary musicians who will be offered the right of first refusal for all performances of the Ocean City Pops for the following season). The 60% minimum applies to the "hiring letter" dates of late June through mid-September plus New Year's Eve. The date of New Year's Eve will be included with "hiring letter" dates.

Services missed due to illness, injury, emergencies, sabbaticals and absences excused by the Artistic Director do not count toward the 60% threshold.

a. When a musician absences reach 30%, the musician will receive notification in writing from the Artistic Director or designee.

b. When the musician absences reach 41%, the musician will receive notification in writing from the Artistic Director that their status has been changed from non-probationary to probationary, effective immediately. A copy will be sent to the Union President.

c. At 41% absenteeism, the musician will be probationary for the following season. After the musician meets the minimum for the next season their non-probationary status will be reinstated.

2. The first season of a newly hired musician's employment shall be considered probationary. The Artistic Director may extend the probationary period of a musician, not to exceed one more consecutive season. A probationary musician shall meet with the Artistic Director to discuss the specific areas of the musician's musical performance that do or do not require improvement, at least two (2) times during the OCPO season. The musician can request a member of the Orchestra Players Committee at each of these meetings. The details of these meetings (including date, start and end times, specific areas of the musician's musical performance requiring improvement and the names of the parties in attendance) shall be documented in writing by the Artistic Director and initialed by the Artistic Director and the probationary musician at the conclusion of each meeting. The probationary musician shall be given a copy of the document. The original shall remain in the possession of the Artistic Director. A probationary musician must be given notice, no later than January 1<sup>st</sup>, if he/she will not be re-engaged for the next season, or if the

probationary period will be extended. A probationary musician, who does not receive notice of non-engagement or an extended probationary period by January 1<sup>st</sup>, shall be considered a non-probationary member of the orchestra and shall be offered a contract for the following season, provided there is a position available.

3. A non-probationary musician cannot be terminated or demoted except for demonstrated consistent and unremedied failure of musical performance or for just cause. A non-probationary musician, whose musical performance is considered by the Artistic Director to be deficient enough to warrant termination or demotion, shall meet with the Artistic Director to discuss the specific areas of the musician's musical performance that require improvement at least two (2) times during the OCPO season. The musician can request a member of the Orchestra Players Committee at each of these meetings. The details of said meeting (including date, start and end times, specific areas of the musician's musical performance requiring improvement and the names of the parties in attendance) shall be documented in writing by the Artistic Director and initialed by the Artistic Director and the non-probationary musician at the conclusion of each meeting. The non-probationary musician shall be given a copy of the document. The original shall remain in the possession of the Artistic Director.

4. If the Artistic Director is still dissatisfied with the musician's performance, the Artistic Director shall convene a meeting with the non-probationary musician whose performance is under serious review. A representative of the Union shall be present. The non-probationary musician will have the opportunity to voluntarily accept the preliminary evaluation of the Artistic Director to terminate or demote.

5. A non-probationary musician who does not accept the preliminary evaluation of the Artistic Director shall be sent a written notice within 14 days of the meeting as set

forth in Number four (4) above. Such notice shall include specific reasons for the Artistic Director's decision to so notify the musician, with copies to the Union and the Director of Community Services of Ocean City. A musician receiving such notice shall have the right to remain in his/her current position for a review period equal to, at a minimum, 70% of the musician's scheduled performances for the current season, or, at a maximum, the entire following season.

6. If, at the end of the period of review, the Artistic Director is still dissatisfied with the musician's performance, the Artistic Director may so notify the musician by registered mail of his/her decision to terminate or demote, with copies to the Union and the Director of Community Services of Ocean City. Such notice must include specific reasons for the Artistic Director's decision to terminate or demote.

7. If a musician disputes the action of the Artistic Director as set forth in number six (6) above, the musician shall have the right to appeal such decision to the Appeals Committee. Appeals to the Appeals Committee must be made to the Director of Community Services of Ocean City no later than 14 days from the date of the postmark of the notice to terminate or demote, with copies to be sent to the Union and the Chair of the Appeals Committee.

8. Demotions apply to all principal players and to members of the first violin section, who are permanently moved to the second violin section.

9. Non-probationary and probationary orchestra members shall have right of first refusal for all chamber music services advertised as smaller versions of the Ocean City Pops Orchestra, i.e. "string section from Ocean City Pops Orchestra", "brass quintet from Ocean City Pops Orchestra", "featuring woodwinds from Ocean City Pops Orchestra", etc.

## **ARTICLE VI**

### **APPEALS COMMITTEE**

1. Non-probationary musicians and the Artistic Director, each person having one (1) vote, shall elect five (5) non-probationary members of the orchestra and one (1) alternate to serve on the Appeals Committee. These five (5) members shall elect their chairperson. The Election will be held during the first rehearsal/concert series of the summer season. If an Appeals process is already underway at the first rehearsal/concert series of the summer season, the Appeals Committee responsible for implementing that procedure will conclude that procedure, and the new Appeals Committee will implement any new appeal process.

2. Within 14 days of receipt of a request for Appeal, the Appeals Committee shall convene a meeting. At this meeting the Artistic Director may explain his/her reasons for the decision to terminate or demote the musician. The Artistic Director shall not be present during any deliberation of the Appeals Committee. The Appeals Committee may also take testimony and evidence from other sources. No performance or audition will be required of the appellant, nor shall any tapes be used against him/her. However, the aggrieved musician may play for the Committee if he/she so desires. After discussion, the Appeals

Committee shall vote by secret ballot, majority vote rules, to uphold or oppose the action of the Artistic Director. The Appeals Committee shall conclude the Appeals Procedure within 14 days of its first meeting.

3. The Appeals Committee shall report its finding in writing to the Mayor of Ocean City, whose decision shall be final.

## **ARTICLE VII**

### **AMERICAN FEDERATION OF MUSICIANS AND EMPLOYER PENSION FUND (AFM-EPF)**

On behalf of each musician covered under this Agreement (including subs, extras, probationary and non-probationary musicians), the Employer shall contribute to the American Federation of Musicians' Pension Fund (AFM-EPF) an additional amount equal to 7.194% in each year of all wages earned under this Agreement. In accordance with the American Federation of Musicians & Employer's Pension Fund Rehabilitation. Each payment shall be accompanied by the appropriate personnel or AFM B Report Form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, Social Security number, date (or month) of services(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the end of the month following the month in which the services occurred, and shall be furnished to the Administrator of such fund at a place designated by the Union.

**ARTICLE VIII**

**COMPENSATION**

Musicians (including subs, extras, probationary and non-probationary) shall be compensated as set forth on the following pay schedule:

	<b><u>2-1</u></b> <b><u>2019</u></b>	<b><u>2-1</u></b> <b><u>2020</u></b>	<b><u>2-1</u></b> <b><u>2021</u></b>	<b><u>2-1</u></b> <b><u>2022</u></b>
Base Pay Per Performance:	\$161.20	\$167.65	\$174.36	\$181.33
Per Rehearsal:	\$100.48	\$104.50	\$108.68	\$113.03

Concertmaster - 100% over base pay

Principal Pay – 20% over base pay, includes the following positions:

- First Chair Violin II
- First Chair Viola
- First Chair Cello
- First Chair Bass
- First Chair Flute
- First Chair Oboe
- First Chair Clarinet
- First Chair Bassoon
- First Chair French Horn
- First Chair Trumpet

First Chair Trombone

First Chair Piano/Keyboard

First Chair Timpani/Percussion

First Chair Bass Trombone/Tuba

Performance as a soloist, in a work for solo instrument, 50% above base pay.

Performance as part of a duo, 50% above base pay.

Performance as part of a trio, 35% above base pay.

Performance as part of a quartet, 25% above base pay.

Performance as part of a quintet, 20% above base pay.

Performance as part of a sextet or greater, up to and including 12 musicians, 15% above base pay.

Premium pay for soloist, duo, trio, etc., shall be for full work with specific recognition. Once scheduled, premium pay will be compensated for both rehearsal and performance regardless of whether the piece is included in the concert performance.

Keyboard Accompanist/Vocal Coach, 50% on per performance basis as required by the musical content or requested by the conductor

Doubling .

a. Any musician required to play on an instrument not designated as his/her principal instrument shall receive an additional 20% per service of the base scale for each service at which doubling occurs. When pieces which involve doubling are listed in the posted or verbal rehearsal order but are not actually rehearsed, doubling compensation shall still be paid. A second double shall be compensated at an additional 10% per service of the individual's scale. Each additional double will be compensated at an additional 5%.

b. Playing any combination of the following separate instruments will constitute doubling:

violin	English horn	trumpet (B-flat and C)	harpsichord
viola	obe d'amore	piccolo trumpet	organ
cello	bass oboe	cornet	timpani
contrabass	clarinet (A and B-flat)	flugelhorn	drum set

viola d'amore	clarinet (E-flat)	tenor trombone	percussion
mandolin	piccolo clarinet	alto trombone	mallets
harp	bass clarinet	bass trombone	soprano saxophone
flute	Basset horn	baritone/euphonium	alto saxophone
piccolo	bassoon	tuba	tenor saxophone
alto flute	contrabassoon	keyboard (electronic)	baritone saxophone
bass flute	horn	piano	electric bass
oboe	Wagner tuba	celeste	

c. Other doubling combinations as agreed upon by the doubling musician and the Artistic Director

Cartage: (all round trip):

Bass Drum	\$15.00
Chimes	\$15.00
Congas (2)	\$10.00
Drum Set	\$15.00
Marimba/vibr./xylo.	\$15.00
Orchestra bells	\$10.00
Tympani (2)	\$30.00
Double Bass	\$10.00
Tuba	\$10.00
Harp	\$50.00
Contrabassoon	\$10.00
Baritone saxophone	\$10.00

Small/Chamber Ensembles (12 musicians or less).

- a. Performance Fee – Principal Scale with soloist/duo/trio/quartet/quintet/sextet + premium. Per Diem and Pension apply.
- b. Rehearsal Fee – Based upon Principal Scale. Pension applies.
- c. Leader Fee – 50% of Principal Scale.
- d. Performance time cannot exceed one hour. Overtime premiums as found in Article IX will be charged after one hour and a grace period of five (5) minutes.
- e. 1. Rehearsal time cannot exceed one hour and fifteen minutes. Overtime premiums as found in Article IX will be charged after one hour and fifteen minutes. A

mandatory break is required at the end of one hour and fifteen minutes of rehearsal, and overtime will begin at that time if more rehearsal is needed.

2. Any musical event, performance or rehearsals that require 2 services in one day will receive the double service day per diem. Double service day per diem applies to any type of musical event, i.e. orchestra, theater, small/chamber ensemble, and regardless of venue.

f. Three (3) to four (4) weeks prior to performances away from the Music Pier stage, the Director of Community Services must discuss the logistics of the performance with the Orchestra Committee in order to maintain acceptable working conditions.

g. There will be a minimum of one rehearsal scheduled for the run of educational performances.

h. New Year's Eve "First Night", will be paid at the rate of two (2) times agreement scale.

Per Diem:

**Double Day** \$30  
**Single Day** \$20

## **ARTICLE IX**

### **SERVICES**

1. Musicians shall be sent a schedule listing all services for the ensuing season as soon as practicable, but no later than April 15th. Once the season schedule is set with a musician's established number of concerts, a musician must notify the Musical Director if they cannot make a concert. A minimum of two (2) weeks notice is required. If less than two (2) weeks' notice is given, a provision in the Substitute Policy must be followed.

a) Three (3) to four (4) weeks prior to performances away from the Music Pier state, the Director of Community Services must discuss the logistics of the orchestra performance with the Orchestra Committee in order to maintain acceptable working conditions.

2. A service (rehearsal or performance) shall be defined as a unit of work upon which wages are based.

3. A rehearsal in excess of two and one-half (2½) hours shall be considered overtime and compensated in 15-minute increments. For each 30 minutes of overtime, there shall be a five (5) minute break at the beginning of each 30-minute segment. If, in the judgment of the Artistic Director, the required overtime will not exceed 30 minutes, the placement of the first five-minute break may be changed to the end of the overtime, if the majority of the musicians present approve.

4. Overtime for rehearsals shall be compensated at 150% the individual per service rate.

5. A performance in excess of two (2) hours shall be considered overtime, following a five (5) minute grace period for which no compensation shall be paid. Fifteen (15) minute overtime increments will begin at the end of the two (2) hour allotment for a performance. Overtime for a performance shall be compensated at 100% the individual per service rate for the first 30 minutes of overtime, and 150% the individual per service rate for the second and subsequent 30-minute periods of overtime. The start time shall be the posted start time of that performance. The end time shall be when the musicians are released from the stage.

6. A break (intermission) of 15 minutes shall be given to the entire orchestra at all services. No rehearsal shall extend beyond one (1) hour and 15 minutes without a 15-minute break with the exception of a dress rehearsal for a Broadway show.

7. All services offered to and accepted by the musician must be attended. Excused absences will be granted for illness or emergency. Excused absences for other reasons may be granted at the discretion of the Artistic Director. The following absences will not be counted in the 40% absence allowance: Sabbaticals, emergencies, illness, injuries and excused absences. All other absences will be counted against the 40% absence allowance.

8. Musicians who have maintained non-probationary status for at least four (4) consecutive years may request for a good and sufficient reason an unpaid sabbatical for one (1) season or part thereof. Sabbaticals cannot be taken more than once during any five (5) year period. Requests for an unpaid sabbatical shall be submitted to the Director of Community Services of Ocean City, stating the reasons for, and the duration of, the requested sabbatical. Request for a sabbatical must be made within ten (10) days of receiving the performance schedule for the season. Requests for sabbaticals will be considered on a first come, first serve basis. No more than five (5) musicians may be granted a sabbatical in any one (1) season.

9. Musicians are required to be seated and ready to play five (5) minutes prior to the start of any service. The City shall make every effort to make the stage available to Musicians a minimum of 30 minutes prior to the start of any service.

10. The first 30 minutes of any interruption or delay of a service caused by factors over which the City has no control, such as power failure (affecting the Music Pier and other boardwalk locations), injury or illness to anyone in the facility, weather, fire, fire alarm,

or other emergency delay, shall not be counted in determining whether an overtime period has been reached.

11. If a show is scheduled for more than one performance, the same Musicians are required to perform for the length of that show's run. Artistic Director may use his discretion to waive this.

12. Lateness/Early Departure: Wage penalty subtracted per 15 minutes or fraction thereof (rounded up), based on each musician's hourly rate per service. The first infraction will result in a letter of warning. Early departure is with prior approval of Artistic Director only, except in the case of illness or emergency.

13. Once the season schedule is set with a musician's established number of concerts, the City and the Orchestra Committee will cooperatively work to fill all ancillary concerts in that same calendar year, i.e. Small/Chamber Ensembles (12 musicians or less), Library, Educational, with the non-probationary contracted musicians who are hired for the least amount of concerts during the season.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate members(s) of the Community Services Department.

3. The term "grievance" as used herein, means any controversy arising over the interpretation, application or alleged violation of this Agreement affecting the terms and

conditions of employment. An individual or the Union at the request of or on behalf of an individual or by the City may raise a "grievance".

4. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

**A. Step One - Artistic Director:** The aggrieved musician shall file the grievance in writing within ten (10) days after the occurrence of the event giving rise to the grievance. An earnest effort shall be made to settle the differences between the aggrieved musician and the Artistic Director for the purpose of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Artistic Director will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance, with copies to the Union and the Director of Community Services of Ocean City.

**B. Step Two - Director of Community Services:** If no agreement can be reached at Step One, the musician or the Union may present the grievance in writing within ten (10) calendar days thereafter to the Director of Community Services or his designated representative. The grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, including the applicable section of the contract violated and the remedy requested by the grievant. The Director of Community Services or his designated representative will meet with the parties and answer the grievance in writing within ten (10) calendar days of receipt of the written grievance, with copies to the Union and the Business Administrator.

**C. Step Three - Business Administrator:** If the Union wishes to appeal the decision of the Director of Community Services, or his designated representative, such appeal shall be presented in writing to the Business Administrator or his designated representative within ten (10) calendar days, accompanied by a brief outline of the material facts and the rationale for the grievance, including the article of the contract that was violated. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator or his designated representative shall respond in writing to the grievance within ten (10) calendar days of the submission, with a copy to the Union.

**D. Step Four - Binding Arbitration:** In the event the grievance has not been satisfactorily resolved at Step Three, the Union and only the Union may submit the matter to arbitration on the following conditions:

1. The request for arbitration must be filed in writing with the Public Employment Relations Commission (PERC) no later than thirty (30) calendar days after receipt of the response or expiration of the time to respond at Step Three.
2. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.
3. For all grievances, the cost for the service of the arbitrator shall be borne equally by the City and the Union. Any other expenses, including but not limited to the presentation of witnesses and the preparation of transcripts, shall be paid by the party incurring same.

4. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
5. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step of the Grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the Grievance Procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.
6. Any aggrieved party may be represented by the Union's representatives at all stages of the grievance procedure.

#### **ARTICLE XI**

#### **UNION ACCESS**

Representatives of the Union shall have access to the place of any service for the purpose of conferring with the musicians, or conducting any other legitimate business,

provided the conduct of said business shall not diminish the effectiveness of the designated representative's Division, and further provided that permission is granted in advance by the appropriate Department or his/her designee.

**ARTICLE XII**

**NON-DISCRIMINATION**

The City shall not discriminate against any musician on the basis of race, color, religion, sex, sexual preference, age, national origin, marital status, union activity or political affiliation.

**ARTICLE XIII**

**MANAGEMENT RIGHTS**

The City hereby retains and reserves until itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and the United States.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policy, rules, regulations and practices and 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 that specific and express items hereof are in conformance with the Constitution and Laws of the State of New Jersey and United States and the ordinances of Ocean City.

Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authorities under N.J.S.A. 40:1 et.seq., N.J.S.A. 40A:1 et.seq., N.J.S.A. 11:1 et.seq., N.J.S.A. 11A et.seq., any other national, state or county law or administrative code.

## **ARTICLE XIV**

### **RESCHEDULING/CANCELLATION OF SERVICES/FORCE MAJEURE**

It is the responsibility of the City to notify musicians in writing of any change in the schedule within 48 hours of such a change having been made. If a musician cannot accommodate the schedule change, any resulting absence will be excused, and not counted in the 30% absence allowance.

If musicians are notified four (4) weeks or less before a change in the schedule of more than thirty minutes and are unable to accommodate the change, they will be compensated at the rate of 50% of the compensation they would have earned, had they played the engagement. If such notification is made two (2) weeks or less before a change in the schedule, full compensation will be made to those musicians who cannot accommodate it.

With the exception of an emergent condition, if musicians are notified four (4) weeks or less before the cancellation of a service, they will be compensated 50% of what the cancelled service(s) would have paid. If musicians are notified two (2) weeks or less before the cancellation of a service, they will be compensated in full.

In the event that it becomes impossible to hold or continue one or more services by reason of an act of nature such as inclement weather, fire, flood or pestilence; acts of war or other circumstances beyond the control of the Employer (but not including financial emergencies), the Employer shall have the right to cancel services for the duration of the force majeure situation and shall not incur financial obligation to any musician beyond that for services already performed and any payments and benefits due.

## **ARTICLE XV**

### **DRESS REQUIREMENTS**

#### Concert Attire:

Women - White blouse, black slacks or skirt, black shoes.

Men - White jacket, white shirt, black bow tie, black pants, black shoes and socks.

Theater Pit: All black for men and women.

#### OPENING AND CLOSING NIGHTS OF THE SEASON AND AS DIRECTED:

Women - Black blouse and skirt or slacks or black dress, black shoes.

Men - Black tuxedo, white shirt, black bow tie, black shoes and socks.

## ARTICLE XVI

### RECORDING

1. Except as otherwise explicitly provided herein, no service or any part thereof shall be recorded, reproduced or transmitted from the place of the service in any manner or by any means whatsoever, by the City, or by any other person(s), in the absence of a specific written agreement with the American Federation of Musicians International Office. The City Representative present at the service shall be responsible for enforcement of this provision at the service. The City shall communicate that flash photography, audio or video recording is strictly prohibited, in the following manner: a printed sign will be prominently displayed at every service; a pre-recorded announcement will be played prior to the start of every performance in appropriate circumstances; and, whenever practicable, a notice will be printed in the program.

2. The City may designate a qualified person to make an audio archival study tape recording of previously designated orchestra rehearsals or performances. Archival tapes may be used for grant applications requiring such tapes. The Union must receive verification of any grant application made in the name of the City in connection with any archival recording made pursuant to this provision. Union approval of tapes made for grant purposes, artistic review, civic projects, short promotional uses, personal use and video brochures shall not be unduly withheld, provided notice is given to the Orchestra Committee within one to two weeks. Tapes made for the purposes noted herein shall not entitle employees represented by the Union to any additional wages or benefits.

3. In the event that archival study tapes are made, said tapes shall remain at all times in the joint custody of the City and the Union. Within 15 business days of the recording, the Union shall receive a copy for its files. Included with the recording shall be a full personnel list of all participants in the recorded rehearsal or performance.

4. The City shall not duplicate, nor permit duplication of any kind, of any archival study tape, nor will it allow any use of an archival study tape for purposes other than those explicitly provided herein and for review by the Artistic Director and members of the orchestra.

5. Archival study tapes shall be available during normal orchestra business hours at a designated location on the Music Pier for the Artistic Director, members of the orchestra and authorized personnel, as mutually agreed upon by the City, the Orchestra Committee and the Union, to review and study.

6. Archival study tapes shall never be used as evidence in any disciplinary, demotion, reseating or dismissal proceeding.

7. The City may authorize radio and television promotional recording of the orchestra without additional payment to the musicians for local news or news magazine segments with a maximum of three (3) minutes of broadcast time, provided that such broadcast specifically and exclusively promotes the activities of the Ocean City Pops

Orchestra. During news or publicity recording of performances, the use of flash photography and television lights will not be permitted. No member of the media will be permitted to audio or video record in excess of 15 minutes.

8. Should any recording created under the terms of this agreement ever be utilized for any other purposes not explicitly set forth herein, (including, but not limited to rehearsal or performance, demonstration or marketing of services or product by any group or individual, local or national or foreign broadcast, internet, phonograph records, promo's or commercial announcements, or background music for any type of sound or film program), the City shall enter into and comply with all conditions required by the appropriate agreement of the American Federation of Musicians, including, but not limited to the payment of 200% of the prevailing wages and allied fringe benefits outlined therein.

9. Video screens will be used during live performances as part of the production. The orchestra will be highlighted on the screens. No footage will be recorded or rebroadcasted without permission of the orchestra.

## **ARTICLE XVII**

### **PROGRESSIVE DISCIPLINE**

The City shall have the right to issue and enforce rules, regulations and policies specific to professional deportment, attendance, smoking, dress, etc. The Director of Community Services, or designee, will consult with the Orchestra Committee prior to issuing such rules, regulations and policies.

Any musician who violates such rules, regulations and policies will be subject to the following progressive disciplinary action:

The Artistic Director will issue a documented verbal warning to a musician for the first offense. If the musician commits the same or similar offense a second time, a written warning will be issued to the musician with a copy to the Union and to the City Personnel Director. If the musician commits the same or similar offense a third time, a second written warning will be issued, and the musician will be required to attend a mandatory disciplinary counseling session with the Artistic Director and the Director of Community Services (or designee). Union representation, or representation by a member of the Orchestra Committee, will be offered to the musician for such disciplinary counseling session.

Any offenses beyond three (3) may result in suspension or termination. Management shall exercise the right of suspension or termination only after the musician has been previously warned, and after written notice of cause has been given to the musician and to the union.

If Management, at its sole discretion, determines an offense to be so egregious as to warrant immediate suspension, the musician will be suspended with pay, pending the outcome of an investigation and a hearing, if a hearing is requested by the musician to the Personnel Director within five business days of receipt of notification of such suspension. Union representation, or representation by a member of the Orchestra Committee will be offered for such hearing.

**City of Ocean City of Ocean City**  
**Summary of Verbal or Written Warning**

**TO:**

**FROM:**

This form is being used to:

\_\_\_\_\_ record the **verbal warning** given on \_\_\_\_\_.

\_\_\_\_\_ record this **written warning** given on \_\_\_\_\_.

The following is the date and the specifics of the incident that caused the verbal or the written warning to be initiated.

\_\_\_\_\_  
Artistic Director's Signature

\_\_\_\_\_  
Musician's Signature

\_\_\_\_\_  
Date

Additional infractions of this type may result in more severe remedial action, up to and including removal from City employment.

NOTE: Employee was offered a copy of this completed record and

\_\_\_\_\_ accepted it.

\_\_\_\_\_ did not want a copy.

## **ARTICLE XVIII**

### **FULLY BARGAINED CLAUSE**

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

**ARTICLE XXX**  
**TERM OF AGREEMENT**

This Agreement shall be in full force and effect from April , 2020; to and including January 31, 2023. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing no sooner than 150 days nor no later than 120 days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

**AGREED AND ACCEPTED:**

FOR THE CITY:

\_\_\_\_\_  
Jay A. Gillian, Mayor

DATE \_\_\_\_\_

Attested By:

\_\_\_\_\_

FOR THE ASSOCIATION:

\_\_\_\_\_  
AFM LOCAL 16-248

DATE \_\_\_\_\_

## APPENDIX "A"

The following are considered non-probationary musicians of the Ocean City Pops Orchestra as described in Article V:

	1st Violin: Luigi Mazzochi (Concert Master) Funda Cizmecioglu Reina Invi Blake Espy
2nd Violin:	Inna Nedorezov(Principal) Sergey Nazarov Gared Crawford Vacant (grant funded)
Viola:	Marka Gwynn Stepper(Principal) Jonathon Kim
Cello:	Anthony Pirollo(Principal) Charles DePasquale
Bass:	Laura Ruas(Principal)
Piano/Keyboard:	vacant
Flute:	Pamela Whitman(Principal)
Oboe:	vacant
Clarinet:	Doris Hall-Gulati(Principal)
Bassoon:	Andrea Herr(Principal)
Horn:	Dan Wions(Principal) Kim Gilman
Trumpet:	vacant Steve Heitzer
Trombone:	Catherine Bridge(Principal)
Bass Trombone/Tuba:	W. Barry McCommon (Principal) (grant funded)
Timpani/Percussion:	Mark O'Kain

**RESOLUTION**

**AUTHORIZING THE EXECUTION OF A COLLECTIVE  
BARGAINING AGREEMENT WITH THE IAEP LOCAL R3/347**

**WHEREAS**, the International Association of EMT's and Paramedics, Local R3/347 and the City of Ocean City have completed collective bargaining and have formulated the terms of a four year agreement from January 1, 2019 through December 31, 2022; and

**WHEREAS**, the International Association of EMT's and Paramedics has voted to accept the terms of the agreement as negotiated by their representatives; and

**WHEREAS**, the City negotiating team members have briefed the full City Council on the terms of the proposed agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that the Mayor and City Clerk be authorized to execute the collective bargaining agreement as negotiated with the International Association of EMT's and Paramedics from January 1, 2019 through December 31, 2022.

\_\_\_\_\_  
Peter V. Madden  
Council President

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2020.

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....  
City Clerk

AGREEMENT

BETWEEN

CITY OF OCEAN CITY

AND

INTERNATIONAL ASSOCIATION OF  
EMT'S AND PARAMEDICS (IAEP)  
LOCAL R3/347

JANUARY 1, 2019 through DECEMBER 31, 2022

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ARTICLE I  
ASSOCIATION RECOGNITION

A. The City hereby recognizes the Association as exclusive and sole representative of all collective negotiations concerning grievances and terms and conditions of employment, for all full-time provisional/permanent Emergency Medical Technicians, excluding all other employees of the City.

ARTICLE II  
LEGAL REFERENCE

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under any other applicable laws and regulations.

B. The provisions of this Agreement shall be subject to and subordinate to State law, but nothing contained herein shall be deemed to subordinate this contract to local ordinances.

ARTICLE IV

ASSOCIATION REPRESENTATIVES AND MEMBERS

A. The City agrees to provide duly authorized representative(s) time off to attend state or national union conventions in accordance with N.J.S.A. 11A:6-10.

B. Upon prior request and authorization of the Fire Chief or his/her designee, authorized representatives of the Association shall be permitted to visit the city offices for the purposes of investigating alleged violations of the Agreement. In no event shall there be any interference with the operation of the City or the Fire Department.

C. During negotiations the authorized Association representatives, not to exceed two (2), shall be excused from their normal duties for such periods of negotiations as may be agreed upon by the parties. Such excused individuals, however, shall be available for duty in the event that need arises.

D. The City and the Association agree that all hours spent attending to Association business and attending negotiations pursuant to this Article are not mandated work by the City and as such are not compensable as hours worked for Fair Labor Standards Act purposes.

ARTICLE VII  
RETIREMENT

A. Retirement health benefits:

1. A member who retires on/after January 1, 1990, with 25 or more years of permanent full time service with the City of Ocean City shall receive health benefit coverage (medical/major medical) for the retiree and his/her family.
2. A member who retires on/after January 1, 1996, with 25 or more years of permanent full time service with the City of Ocean City shall receive prescription benefits consistent with plan documents for the retiree and his/her family.
3. A member who retires on/after January 1, 1996, with 25 or more years of permanent full time service with the City of Ocean City shall receive an eye care plan for the retiree and/or his/her family. Coverage shall be consistent with vision plan with a maximum yearly benefit of \$500 for the retiree and/or his/her family.
4. Such coverage shall not extend beyond the employee attaining the age of 65 or becoming eligible for Medicare/Medicaid, or until the death of said employee.
  - a. When a member who retires after January 1, 1992, and his/her

5. Such coverage shall be limited to retirees who are not covered by an equal or better health insurance plan through a future employer.
6. If a retiree's future employment terminates and thereby discontinues his/her health insurance, she/he must notify the City of Ocean City prior to October 1st so that they might be budgeted for and included in the next open enrollment period. In the event the plan does not permit reentry, the retiree shall not be covered.
7. It is understood and agreed that health care coverage for retirees is not retroactive and will only apply to individuals who retire after January 1, 1990, who conform to any restrictions noted above.
8. An employee who retires on/after January 1, 1997, and that employee is granted 66 2/3% Accidental Disability Retirement Benefits from the Public Employees Retirement System, all medical benefits shall be continued until the death of the employee, spouse and children to age 21.
  - a. The employee is entitled to enroll in COBRA during his/her appeal if not granted the 66 2/3% retirement. If the appeal extends beyond the 18 months of COBRA entitlement, the employee shall be eligible to continue the COBRA benefits for an additional period of 18 months, if it is not illegal, if it is approved by the City's insurance carrier, and if it does not jeopardize the integrity of the health benefit plan. If an employee is

week.

2. Overtime shall be compensated, unless otherwise provided, at the rate of time and one-half the employee's regular hourly rate of pay on the following basis:

0 - 15 minutes	no compensation
16 - 30 minutes	.5 hours compensation
31 - 60 minutes	1.1 hours compensation.

Thereafter, all overtime will be administered in .5 hour segments.

3. For each hour over and above 40 hours per work week, up to 56 hours, the overtime rate shall be calculated by dividing a week's pay by 64, multiplied by 1.5. For each hour over and above 56 hours per work week, the overtime rate shall be calculated by dividing a week's pay by 56, multiplied by 1.5.
4. If an employee is recalled to duty, s/he shall receive a minimum of three (3) hours at time and one-half (1 1/2) of his/her regular rate of pay.
5. All employees upon being personally notified of an emergency shall report to work within 30 minutes provided s/he is able to do so; otherwise, s/he shall report as soon as possible.

pay shall not be considered as part of the employees base salary for any computations other than for pension purposes and shall not be considered for overtime calculation purposes, terminal leave payments or senior officer differential payments.

## ARTICLE XI

### INJURY LEAVE

If any employee is incapacitated and unable to work because of a job-related injury, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties up to a period of one year as mutually certified by the employee's own doctor and the City's doctor. These wages are to be offset by the amount of Workers' Compensation wage payments, pursuant to Chapter XV of Title 34 of the Revised Statutes of the State of New Jersey.

period greater than three (3) consecutive work days, or totaling more than 10 work days in any one (1) calendar year, a physician's certificate secured at the employee's expense shall be required by the City. As long as the City retains the services of a City doctor, an employee may secure said physician's certificate from the City doctor.

2. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. It is understood that if a member abuses his/her sick leave, the Fire Chief at his discretion may require said employee to obtain proof of illness from the City doctor. An employee, at his/her own expense, may obtain proof of illness from a physician of his/her choosing. If the employee fails to obtain the required proof of illness, the Fire Chief at his/her discretion may order said employee back to duty, or may designate appropriate disciplinary action.
3. The Association further acknowledges that the City, through the Fire Chief or designee, may adopt such sick leave verification policies from time to time to control sick leave abuses as it may determine necessary.
4. All unused sick leave accrued in any other department of the City shall be transferred to the Fire Department with the employee, provided that employment with the City is continuous. Any unused vacation time accrued in any other department shall be paid prior to the effective date of

11/11/2006, paid in accordance with the Summary of Benefits contained in the Plan Document.

B. The City shall provide a vision care program for the member and his/her family to include prescription eyeglasses and/or contact lens. Coverage shall be for the member and his/her family with a maximum yearly benefit of \$500.

C. The City shall provide, at its cost, a prescription drug plan for the individual member and his/her family. The co-pay for active members and their families is ineligible for reimbursement through the major medical part of the health plan. Prescription co-pays are as follows:

Generic	No co-pay
Formulary Brand Name	\$10.00
Non-Formulary Brand Name	\$20.00

If, during the term of this contract, the drug formulary substantially changes, the City (represented by the Personnel Director) and the IAEP (represented by an IAEP designee) will meet to negotiate the substantial changes.

D. The City shall provide yearly pediatric well care visits to include immunizations for children up to 12 years of age with a maximum yearly benefit of \$400 per child, effective 1/11/2006.

E. Monthly contributions shall be as determined under Chapter 78 Public Laws 2011.

F. The City shall provide a \$25,000 life insurance policy on the life of each

within 15 working days from the payroll period ending date of each bi-weekly payroll period.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice 30 days prior to the effective date of such change, and the Association shall furnish new authorizations from its members showing the authorized deduction for such employee.

C. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the form and deliver the signed forms to the City Treasurer. The Association 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 Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President and Secretary of the Association advising of such changed deduction.

D. The Association agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any employee who refuses or fails to execute an authorization card.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Treasurer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next, succeeding the date on which notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15.9(e) as amended.

ARTICLE XV  
UNIFORM ALLOWANCE

A. The City shall provide an annual uniform allowance of \$725 for the maintenance and replacement of clothing used for work, within 45 days of budget adoption. Members will be subject to a biannual clothing inspection as utilized within the Fire Department.

1. Amounts shall be reported to the Internal Revenue Service based upon applicable law.

B. All uniforms and work clothes, damaged in the line of duty, shall be replaced by the City no later than 30 days after inspection and certification by the Fire Chief.

1. Uniforms that become contaminated with body fluids, in the line of duty, will be commercially laundered at the City's expense.

C. All personal items that are damaged, lost or destroyed in the line of duty, which are not covered by insurance, shall be replaced by the City within 30 days after inspection and certification by the Fire Chief. The City's liability shall not be more than \$300 per incident.

ARTICLE XVI  
TIME OFF

A. Employees shall be granted time off without deduction from pay or time owed for the following incidents:

1. Unit members shall be granted temporary leaves without deduction from pay or

rescinded due to a scheduling conflict.

- d. Personal time is not cumulative.
- e. A personal day submittal shall be processed within seven (7) working days.
- f. A personal day may be used/requested in half or full day increments.

ARTICLE XVII  
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing 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 department.

C. The term "grievance" as used herein, means any controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual, the Association at the request of an on behalf of an individual or the City.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless a step is waived by mutual consent:

Step One - The aggrieved shall institute action under the provisions hereof within

Administrator's designated representative's response shall be in writing, within 30 calendar days after the date of submission.

Step 4—If the grievance is not settled through Steps 1, 2 and 3, the Association or the City shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey PERC. The cost of the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

- E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether the arbitrator has jurisdiction to hear and decide the matter in dispute.
2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. The designated Association representatives shall be permitted as members of the grievance committee to confer with employees and the City on specific grievances in

shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

### ARTICLE XVIII

#### DISCIPLINE AND EVALUATION PROCEDURES

A. Employees shall be evaluated by their supervisors or other designee at least once each year, which is followed by a written evaluation report and by a conference between the employee and the evaluator for the purpose of identifying strengths and weaknesses.

B. An employee shall be given a copy of the evaluation report prepared by the evaluator at least 24 hours before any conference to discuss it. The employee shall sign the evaluation report and date it when it is presented to him/her. Said signature shall merely indicate that the employee has received a copy of this report.

C. An employee shall have the right to review the contents of his/her personnel file.

D. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has received a copy of it, which shall be indicated by the employee's signature on the document in the file folder of the employee. In the event an employee refuses to affix his/her signature to the document, the City shall have the right to note such refusal and place the document in the file.

E. An employee may have a representative of the Association present in any meeting where the matter could adversely affect continued employment, withholding of

	2019	2020	2021	2022
1.	\$43,871	\$44,639	\$45,420	\$46,328
2.	\$47,963	\$48,802	\$49,657	\$50,650
3.	\$52,055	\$52,966	\$53,893	\$54,971
4.	\$56,146	\$57,129	\$58,129	\$59,291
5.	\$60,238	\$61,293	\$62,365	\$63,612
6.	\$64,331	\$65,456	\$66,602	\$67,934
7.	\$68,423	\$69,620	\$70,838	\$72,255
8.	\$72,570	\$73,840	\$75,132	\$76,635
9.	\$76,718	\$78,060	\$79,426	\$81,015
10.	\$80,703	\$82,116	\$83,553	\$85,224

The City, in its sole discretion may start an employee at higher than starting salary to reflect work experience.

E. Forty (40) hour employees hired after August 1, 2012 shall work under the following salary guide:

	2019	2020	2021	2022
1.	\$27,702	\$28,187	\$28,680	\$29,254
2.	\$30,249	\$30,779	\$31,317	\$31,944
3.	\$32,795	\$33,369	\$33,953	\$34,632
4.	\$35,342	\$35,960	\$36,590	\$37,321
5.	\$37,888	\$38,551	\$39,225	\$40,010
6.	\$40,434	\$41,142	\$41,862	\$42,699
7.	\$42,980	\$43,732	\$44,498	\$45,388
8.	\$45,527	\$46,324	\$47,134	\$48,077
9.	\$48,073	\$48,914	\$49,770	\$50,765
10.	\$50,620	\$51,505	\$52,407	\$53,455

F. The 16 hours, from 40 to 56 hours in a workweek, at time and one-half is computed as time worked, independent of absence time, to arrive at the annual salary.

1. The hourly rate is to be computed by dividing a week's pay by 64.

the appropriate increment. All employees hired from July 1st through December 31st shall not be eligible for an increment until the second January 1st that they have been in the employ of the City. All other increments shall be payable on January 1st of any given year.

ARTICLE XX  
EDUCATION AND TRAINING

A. The City shall pay for tuition and books for all courses required by N.J.D.O.H. for E.M.T. recertification and for M.I.C.P. recertification, or for other courses that are determined to be "job essential" by the Fire Chief.

B. The courses shall be authorized in advance by the Fire Chief, and the employee shall be compensated for the pre-approved costs after successful completion of the course(s).

C. An emergency medical technician, who is or becomes certified as an FF 1, shall receive a stipend of \$1,669 in 2019, \$1,698 in 2020, \$1,728 in 2021, and \$1,763 in 2022 -

D. An emergency medical technician, who is or becomes certified as an MICP, shall receive a stipend of \$1,669 in 2019, \$1,698 in 2020, \$1,728 in 2021, and \$1,763 in 2022.

E. An emergency medical technician, who is or becomes certified as an EMT instructor, shall receive a stipend of \$1,669 in 2019, \$1,698 in 2020, \$1,728 in 2021, and \$1,763 in 2022 -

The City recognizes the duties performed by the members within the Fire Department. The Fire Chief may recommend to the Mayor to recognize extraordinary acts through an appropriate award.

#### ARTICLE XXIV

#### FULLY BARGAINED CLAUSE

This agreement represents a complete and final understanding of settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. To determine this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

## MEMORANDUM OF UNDERSTANDING

The following sidebar provisions are deemed to be in the best interest of the parties and shall remain in effect as part of the original contract.

### Terminal Leave Sidebar Agreement

A. Association members Jacob Brooks, Carl Brown and Winston Roberts selected the option of the following Terminal Leave payment formula in lieu of the matching deferred compensation provision:

1. If a member retires without using all of his/her sick leave, she/he shall be compensated for the remaining days using the following criteria:

Days Needed	Compensation
150	\$17,000
151	\$100 per day

However, if a member retires with fewer than 150 sick days, they will be paid at the rate of \$100/day for those remaining sick days.

2. If a member dies prior to retirement, and the member would have been eligible to retire, his/her estate is entitled to a Terminal Leave payment upon providing undisputed legal right to inherit, and subject to the limitations above.

### Vacation Sidebar Agreement

Annual vacations for members hired before January 1, 1998 are as follows:

- From the beginning of the 16th calendar year until the end of the 20th calendar year - 15 working days.
- From the beginning of the 21st year until the date of retirement 17 working days.

## Addendum A

### LIGHT DUTY

#### Transitional Duty

##### **1. Purposes**

The purpose of this addendum is to codify the department's guidelines for transitional duty and procedures for providing transitional duty to eligible Emergency Medical Technicians (EMT) or Chief Emergency Medical Technician (Chief EMT) of this department for work incurred injuries and non-work incurred injuries and illnesses only.

##### **2. Policy**

The City will endeavor to bring employees with temporary work incurred disabilities back on the job as soon as possible and may assign transitional duty to employees who temporarily cannot perform the essential functions of their positions.

##### **3. Duration**

- a. Transitional duty is not guaranteed and will not exceed one calendar year unless there is an intervening event in which case the duty may go beyond a year.
- b. Transitional duty may be implemented as soon as the temporarily disabled employee is able to return to work with restrictions. Transitional duty will only be assigned if the employee will likely be able to fully perform the essential functions of the position of EMT or Chief EMT after the transitional duty period. The fire chief will decide if it is in the best interest of the department to approve a transitional duty request and will notify the employee of the decision. The department reserves the right to terminate the transitional duty assignment at any time. The Union will have the right to contest the decision to deny a light duty assignment if the employee is qualified to perform the duties.

##### **4. Assignment**

bump the non-work incurred injury employee out of the limited duty assignment. It is specifically understood by the parties that work incurred injury light duty assignments will be made by the employer but non-work incurred injury and illness limited duty assignments are at the discretion of the employee. The purpose of this policy is to assign work related to department services.

#### **5. Medical Verification**

- a. If an employee believes that the transitional duty assignment is beyond the employee's medical abilities, the employee may request a meeting with the fire chief who will render a written response after consulting with the department's consulting physician. In determining whether the employee is able to return to work on a transitional duty status, the department's consulting physician will consider any report provided by the employee's treating physician. The final decision as to ability to return to work, however, will be made by the department's consulting physician.
- b. If transitional duty is approved, the employee's treating physician and/or the Worker's Compensation Physician must keep the fire chief informed of the medical progress. (Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy appointments but must request leave time for any other reason).

#### **6. Benefits During Transitional Duty**

- a. Employees on transitional duty will receive their regular salaries and are prohibited from engaging in any outside employment of any kind unless they receive prior written approval from the fire chief whose decision will not be arbitrary and capricious.

#### **7. Return to Full Duty**

- a. It is expected that at the end of the transitional duty period or the expiration of one year, the employee will return to full duty. If at the end of the transitional duty period, or one year, the employee is not able to return to work without restrictions, the fire chief will meet with the employee to discuss options available. Depending on the medical

## ADDENDUM "B"

### 6.24 DONATED LEAVE POLICY

**Purpose:** To provide a mechanism for permanent City employees to voluntarily donate a portion of their earned sick time to other permanent City employees who have exhausted their own earned sick and vacation time, and who are suffering from a non-occupational, catastrophic health condition or injury which necessitates the employee's prolonged absence from work.

**Policy:** The following detailed specifications comprise the City of Ocean City's Donated Leave Policy, which is in compliance with NJSA 4A:6-1.22.

#### **Eligibility:**

##### Recipient

A permanent City employee shall be eligible to receive donated sick time from other permanent City employees if the requesting employee meets all of the following criteria:

1. Must be suffering from a non-occupational catastrophic health condition or injury, or the employee is required to provide care for a member of their immediate family who is suffering from a catastrophic health condition or injury, either of which necessitates the employee's prolonged absence from work and for which the employee has no availability of paid leave.

#### Catastrophic health condition or injury is defined as follows:

With respect to an employee, a catastrophic health condition or injury is a life-threatening condition or a combination of conditions, or a period of disability required by his or her mental or physical health, or the health of the employee's fetus, and requiring the care of a physician who provides medical verification of the need for the employee's prolonged absence from work, which is a minimum of 30 sick days.

With respect to an employee's immediate family member, a catastrophic health condition or injury is a life-threatening condition, or a combination of conditions, or a period of disability required by the family member's mental or physical health, and requiring the care of a physician who provides medical verification of the need for the family member's care by the employee for a prolonged period of time.

3. Once a recipient is approved for the program, a representative from the Personnel Division will, with the consent of the recipient, post on employee bulletin boards, inter-City electronic mail, and any other appropriate means of communication, the name of the recipient. If the employee is unable to consent, a family member may consent on behalf of the employee. The Personnel Division will also provide notice to all of the union presidents who have accepted this policy through collective bargaining.
4. Eligible permanent employees may donate only whole sick days, up to a maximum of 10 days to any one recipient.
5. The donor and the recipient (or a family member, if the recipient is unable to do so) must complete the required forms.
6. City employees are prohibited from intimidating, threatening or coercing, or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving, or using donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit (such as an appointment, promotion or compensation), making a threat to engage in, or engaging in an act of retaliation against an employee. Any employee, who engages in such prohibited conduct, shall be subject to disciplinary action.
7. The donor's sick time will be reduced by the number of whole days being donated. Once the sick time has been donated, it may not be revoked by the donor.
8. The recipient's sick time will be credited with the donated sick time indicating the identity of the donor. The recipient may receive whole days from more than one donor, up to a maximum of 180 total donated days from all sources. Records will be maintained in the Personnel Division, indicating the donor's name and the number of sick days donated.
9. Should the recipient return to work, or otherwise terminate the leave with donated sick time remaining, that time will be returned to the donor(s) on a prorated basis in whole days.
10. While using donated sick time, the recipient will continue to accrue sick time and shall be entitled to retain such accrued time upon return to work.
11. Upon retirement, the recipient shall not be granted supplemental compensation on retirement for any unused sick days which were received through the donated leave program.
12. If a leave donor is not in the same department as the leave recipient, appropriate arrangements will be made by the Personnel Division to verify donor eligibility and to adjust the leave records.

ADDENDUM "C"  
SIDEBAR AGREEMENT FOR STAFF EMT POSITION

ARTICLE XXVI

WORK WEEK

- A. The work week will consist of 42.5 hours worked per week. The schedule will be set between the administrative staff member and the Chief of the Department or his designee. The member will work within a timeframe between 0600 – 1800 hours. The typical workday would be on a Monday through Friday schedule. However, the Chief may accommodate weekend hours if requested. The member's schedule can be worked outside of these hours with advance notice.

ARTICLE XXVII

OVERTIME

- A. Overtime will be compensated per the current contract. The administrative member will be included in all overtime opportunities with members on the ambulance, not to be limited to ems/fire recalls and special assignments. They will be contacted for all staffing shortages when their turn occurs. If able to work the overtime, providing that there is no prior work conflict; they will be compensated for all hours worked above their normal work week.

ARTICLE XXVIII

VACATION

- A. Annual vacations shall be granted as follows:  
From date of hire to the end of the first year – one (1) working day for each month.  
Second (2<sup>nd</sup>) through fifth (5<sup>th</sup>) year – 12 working days  
Sixth (6<sup>th</sup>) through tenth (10<sup>th</sup>) year – 18 working days  
Eleventh (11<sup>th</sup>) through fifteenth (15<sup>th</sup>) year – 22 working days  
Sixteenth (16<sup>th</sup>) through twentieth (20<sup>th</sup>) year – 27 working days  
Twenty-first (21<sup>st</sup>) year to date of retirement – 30 working days

ARTICLE XXIX

HOLIDAY PAY

- A. As per current contract. Administrative officers are not required to work on City of Ocean City elected holidays.

**RESOLUTION**

**AUTHORIZING THE MAYOR OR HIS DESIGNEE TO MAKE APPLICATION FOR A NEW JERSEY STATE LIBRARY CONSTRUCTION BOND ACT GRANT FOR THE OCEAN CITY FREE PUBLIC LIBRARY**

**WHEREAS**, the New Jersey State Library Construction Bond provides loans and/or grants to joint projects, both the municipality and the library/nonprofit agency/association library for various construction; and

**WHEREAS**, the City of Ocean City and the Ocean City Free Public Library desires to further the public's interest & uses of the Ocean City Free Public Library by obtaining a loan of \$ 0.00 and/or a grant of \$650,000.00 from the New Jersey State Library Construction Bond Act Grant to fund the Second Floor Alterations at the Ocean City Free Public Library; and

**NOW THEREFORE**, that the City Council of the City of Ocean City, County of Cape May resolves that the Mayor or his designee is hereby authorized to:

- a. Make application for the New Jersey State Library Construction Bond Act Grant
- b. Provide additional application information and furnish such documents as may be required
- c. Act as the authorized correspondent of the above named applicant; and

**WHEREAS**, the State, New Jersey State Library, shall determine if the application is complete and in conformance with the scope and intent of the New Jersey State Library Construction Bond Act, and notify the applicant of the amount of the funding award; and

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey and the Ocean City Free Public Library hereby certify that permission has been granted to apply for the project entitled the New Jersey Library Construction Bond Act, in the amount of \$650,000.00; and

**WHEREAS**, the filing of this application was authorized at the official meeting of the governing body of the Municipality/Library/Nonprofit Agency held on: Thursday, May 28, 2020.

\_\_\_\_\_  
Peter V. Madden, Council President

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2020.

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....  
City Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

# 14

**RESOLUTION**

**AUTHORIZING THE PAYMENT OF CLAIMS**

**WHEREAS**, N.J.S.A. 40A: 5-17 entitled "Approval and Payment of Claims and Required General Books of Account" generally sets forth the manner in which claims against municipalities are to be handled; and

**WHEREAS**, the attached bill list represent claims against the municipality for period including May 9, 2020 to May 22, 2020

**NOW, THEREFORE, BE IT RESOLVED** that the attached bill list is approved for payment.

\_\_\_\_\_  
Frank Donato III  
Chief Financial Officer

\_\_\_\_\_  
Peter V. Madden,  
Council President

FILES/AUTHORIZING THE PAYMENT OF CLAIMS -- 05.09.20 TO 05.22.20.doc

Offered by ..... Seconded by .....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the ..... day of ..... 2020.

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	_____	_____	_____	_____
Bergman	_____	_____	_____	_____
DeVlieger	_____	_____	_____	_____
Hartzell	_____	_____	_____	_____
Madden	_____	_____	_____	_____
Wilson	_____	_____	_____	_____

.....  
City Clerk



PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
20-00991	04/30/20	RODGERSG THE RODGERS GROUP, LLC		Open	9,363.00	0.00		
20-00993	04/30/20	ACTENGIN ACT ENGINEERS INC	20-56-303	Open	17,886.43	0.00	B	
20-00995	04/30/20	TACTICAL TACTICAL PUBLIC SAFETY, LLC		Open	153.00	0.00		
20-00997	04/30/20	AVAYA AVAYA, INC.		Open	138.72	0.00		
20-00998	04/30/20	77LAV TIMOTHY LAVERTY		Open	2,366.01	0.00		
20-00999	04/30/20	77LAV TIMOTHY LAVERTY		Open	1,577.34	0.00	B	
20-01001	04/30/20	BUCKS BUCKS COUNTY SINGERS, INC.		Open	200.00	0.00		
20-01002	04/30/20	LIVINGDY LIVING DYNAMICALLY LLC		Open	25.00	0.00		
20-01004	04/30/20	BEYONDRX BEYOND RX THERAPIES		Open	25.00	0.00		
20-01005	04/30/20	VITALITY VITALITY NUTRITION & WELLNESS		Open	25.00	0.00		
20-01006	04/30/20	ACADEMYO ACADEMY OF BALLROOM DANCING		Open	25.00	0.00		
20-01009	04/30/20	QUINN KATHY QUINN		Open	25.00	0.00		
20-01010	04/30/20	SANDSTIT SAND + STITCH		Open	25.00	0.00		
20-01122	05/06/20	GOUDIEK KEVIN GOUDIE CARPENTRY	Quotes Attached	Open	9,175.00	0.00		
20-01123	05/06/20	CODYS CODY'S POWER EQUIPMENT	Quotes Attached	Open	7,820.00	0.00		
20-01124	05/06/20	SUNRISE SUNRISE SYSTEMS, INC.	2020 RIM Maintenance/Support	Open	2,200.00	0.00		
20-01137	05/15/20	610GUNDE CHRISTINE GUNDERSEN	2 classe mileage reimbursement	Open	1,155.18	0.00		
20-01142	05/15/20	NJDEPGFB TREAS, STATE OF NJ/1995 GT	NJDEP 1995 GREEN TRUST FUND	Open	12,436.64	0.00		
20-01143	05/15/20	NJDEP TREAS, STATE OF NJ/1989 GT	GREEN ACRES DEBT SERVICE 2020	Open	6,917.88	0.00		
20-01144	05/15/20	HORIN BILL HORIN PHOTOGRAPHY		Open	350.00	0.00		
20-01149	05/15/20	KDI KEYSTONE DIGITAL IMAGING, INC	2020 METER CLICKS 17-53-081	Open	16,554.13	0.00		
20-01150	05/15/20	LANDS LANDSMAN UNIFORMS, INC.	Res. 20-56-229	Open	660.00	0.00		
20-01184	05/22/20	RAMONSKI MARY RAMONSKI		Open	200.00	0.00		
20-01185	05/22/20	BENDERW WILLIAM BENDER		Open	200.00	0.00		
Total Purchase Orders:		74	Total P.O. Line Items:	0	Total List Amount:	1,725,967.43	Total Void Amount:	0.00

May 19, 2020  
12:53 PM

CITY OF OCEAN CITY  
Check Register By Check Id

Page No: 1

*Issued outside Bull list*

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 99944 to 99944  
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
99944	05/18/20	DEARBORN DEARBORN NATIONAL LIFE INSURAN		4946
20-00074		1,306.60		

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	1,306.60	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	1,306.60	0.00

May 14, 2020  
11:00 AM

CITY OF OCEAN CITY  
Check Register By Check Id

Page No: 1

*ISSUED OUTSIDE BILL LIST*

Range of Checking Accts: GENERAL to GENERAL      Range of Check Ids: 99935 to 99935  
Report Type: All Checks      Report Format: Super Condensed      Check Type: Computer: Y      Manual: Y      Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
99935	05/15/20	HORIZOND HORIZON BS BC OF NEW JERSEY	3,630.06		4940
<b>Report Totals</b>					
			<u>Paid</u>	<u>Void</u>	
		Checks:	1	0	
		Direct Deposit:	0	0	
		Total:	<u>1</u>	<u>0</u>	
			<u>3,630.06</u>	<u>0.00</u>	

May 14, 2020  
11:00 AM

CITY OF OCEAN CITY  
Check Register By Check Id

Page No: 1

*Issued outside Bill List*

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 99937 to 99937  
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
99937	05/15/20	SCARBOR SCARBOROUGH MARINE GROUP LLC	7,382.50		4941

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	7,382.50	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	7,382.50	0.00

May 14, 2020  
12:56 PM

CITY OF OCEAN CITY  
Check Register By Check Id

Page No: 1

*Issued & Released outside Bill Cist dmh*

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 99938 to 99938  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
99938	05/15/20	ACMJI ATLANTIC COUNTY MUNICIPAL JIF					4942
20-00004	3	2ND INSTALLMENT 2020	529,252.00	0-01-20-025-374	Budget		1 1
				HUMAN RESOURCES - LIABILITY INSURANCE			

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	529,252.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	529,252.00	0.00

May 18, 2020  
08:27 AM

CITY OF OCEAN CITY  
Check Register By Check Id

Page No: 1

*Issued - Oversea outside of Bill Cost*

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 99939 to 99939  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
99939	05/18/20	ATLANREG ATLANTIC REGIONAL THERMOGRAPHY					4943
20-01152	1	PURCHASE OF SURGICAL MASKS	99,000.00	0-01-20-295-259	Budget		1 1
				CITY WIDE MINOR APPARATUS			

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	99,000.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	99,000.00	0.00