

**CITY OF SEA ISLE CITY
NEW JERSEY
REGULAR MEETING – JULY 12, 2022 – 10:00 AM
COUNCIL CHAMBERS – 3RD FLOOR - CITY HALL - 233 JFK BOULEVARD**

A G E N D A

**CALL TO ORDER
PLEDGE OF ALLEGIANCE AND PRAYER
ROLL CALL
OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT
APPROVAL OF MINUTES
REPORTS–MAYOR & ADMINISTRATION
REPORTS - COUNCIL MEMBERS**

ORDINANCE – Introduction and First Reading

1686 - AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE CITY OF SEA ISLE CITY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY, AMENDING CHAPTER 26 ENTITLED “ZONING” TO ADD AMENDING THE ZONING MAP TO ADDRESS AREAS IDENTIFIED IN THE MASTER PLAN AS NEEDING REVISION

ORDINANCE – Second Reading and Public Hearing

1684 – AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE CITY OF SEA ISLE CITY TO AMEND VARIOUS CHAPTERS ESTABLISHING 10MPH SPEED LIMIT ON PROMENADE AND REGULATING ELECTRIC/MOTORIZED BICYCLES, SCOOTERS AND QUADRICYCLES

1685 – AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE CITY OF SEA ISLE CITY, CHAPTER 20 TO UPDATE RECREATION ACTIVITIES AND FEES

CITIZEN COMMENT ~ Resolution on Consent Agenda

RESOLUTION – Consent Agenda:

- 115** Approval of Vouchers
- 116** Authorizing Change Order No.1 for Pickleball Courts (Marina Lot), City of Sea Isle City, Cape May County, New Jersey, MC Project No. SIC212 (*Ricky Slade Construction, Decrease of \$17,825.16*)
- 117** Authorizing Change Order No.1 for NJDOT FY2020 State Aid Program – Park Road Resurfacing (48th St. to JFK Blvd.), City of Sea Isle City, Cape May County, New Jersey, MC Project No. SIC196 (*South State Inc. General Contractors, Increase of \$5,207.63*)
- 118** Authorizing Refund of Witness Fee Checks (*Klenk law \$35.00 each*)
- 119** Authorizing Refund of a Recreation Registration
- 120** A Resolution Authorizing The Attached Contract To Be Executed Between The City Of Sea Isle City And The Communication Workers Of America, AFL-CIO, (“CWA”), Local 1036, Sea Isle City, Employees Of Public Works, Water And Sewer Departments Blue Collar For The Term Of January 1, 2022 Through December 31, 2023
- 121** Approving Updated Flood Insurance Promotion Activity with the Atlantic-Cape Multi-Jurisdictional Program for Public Information
- 122** A Resolution Clarifying All Approved Individuals of the City’s Duty Crew Program Effective 07/1/2020 Are Members of the City’s Volunteer Fire Department
- 123** Authorizing a State Contract for Bridge License Plate Readers (*General Sales Administration, \$42,165.60*)
- 124** Authorizing Procurement of an Air Fill Station (*Air & Gas Technologies, \$9,496.74*)
- 125** Authorizing Advertisement of Bid for SIC0220 Sounds Avenue Sanitary Sewer Replacement and Connection to Central Avenue System
- 126** Authorizing Change Order No. 1 for Maintenance dredging of Municipal Lagoons SIC 170 (*SumCo Eco – Contracting Decrease of \$72,762.00*)
- 127** Authorizing a Closed Executive Session for the Purpose of Discussing Potential Litigation Ocean Wind Offshore Windmill Project

**PENDING BUSINESS
NEW BUSINESS
CITIZEN COMMENT
ADJOURNMENT - INTO CLOSED SESSION
RETURN TO OPEN SESSION
ADJOURNMENT**

**CITY OF SEA ISLE CITY
NEW JERSEY
ORDINANCE NO. 1686 (2022)**

**AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE
CITY OF SEA ISLE CITY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY,
AMENDING CHAPTER 26 ENTITLED “ZONING” TO ADD AMENDING THE
ZONING MAP TO ADDRESS AREAS IDENTIFIED IN THE MASTER PLAN AS
NEEDING REVISION**

WHEREAS, the City of Sea Isle City has adopted the most recent Master Plan Reexamination Report in August 2017 and has had a subcommittee of Council review the report and the proposed zone district changes contained in said report: and

WHEREAS, the Council Committee recommends the changes contained herein, The Council seeks to accept the master plan changes and recommendation of the Council Committee and having the authority to makes such changes; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Sea Isle City, County of Cape May and State of New Jersey as follows:

SECTION I. Under the authority to amend the zoning map from time to time under Chapter 26 Section 13 of the Revised General Ordinances of the City of Sea Isle City, entitled “The Zoning Map” the zoning map is hereby amended as follows:

Consistent with the 2017 Master Plan Reexamination Report dated August 2017 and Settlement Agreement dated July 21, 2021 as approved by Resolution 156 (2021) with the owners of Block 80.04 Lots 273 and 275 to settle then pending litigation the zoning map is amended:

| Change | General Location | Block & Lot |
|--|---|--|
| C1 to R2 | On the south side of West Jersey Avenue west of Landis Avenue | Block 41.03, Lot 9 |
| C3 to R2 | 84, 85, 87, and 88 th Streets along the bay | Block 85.04, Lots 24.01, 24.02, 25, 26.01, 26.02: Block 88.03, lots 1.02, 2, 2.01, 4.01, 4.02, 4.03, 4.04, 4.05, 5, and 5.01: Block 89.03, lots 26, 27, 28, 29, 30.01, 30.02, 31.01, and 31.02 |
| Partially in R2 and P2 to entirely in P2 | 81 th Street and bay | Block 80.04, Lots 273 and 275 |
| C3 to C1 | Northeast corner of 42 nd Street and Park Boulevard | Block 41.04, Lots 1, 2, and 3.01 |
| C2 to R2 | Southeast side of 85 th Street between Landis and Pleasure | Block 86.02, Lots 13.01, 13.02, 14.01, and 16 |

The Zoning Map of the City of Sea Isle City, New Jersey is hereby amended to conform to the above changes.

SECTION II. Severability. If for any reason any section of this Ordinance shall be declared illegal by any Court of competent jurisdiction, the remaining section of the Ordinance shall remain in full force and effect, notwithstanding.

SECTION III. Repealer. Any Ordinance or provision thereof inconsistent with this Ordinance is hereby repealed to the extent of such inconsistency.

SECTION IV. Publication. This Ordinance shall take effect immediately upon the adoption and publication in accordance with the law.

Mary L. Tighe, Council President

Mayor Leonard C. Desiderio

I HEREBY CERTIFY THAT the foregoing ordinance was duly passed by the City Council of the City of Sea Isle City, New Jersey on first reading at the regular meeting of said Council held on the 12th day of July, 2022 and will be taken up for second reading, public hearing and final passage at the regular meeting of said Council held on the 9th day of August 2022, in City Hall, 3rd Floor Council Chambers, 233 JFK Blvd., Sea Isle City, New Jersey at 10:00 a.m.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY

ORDINANCE NO. 1684 (2022)

AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE
CITY OF SEA ISLE CITY TO AMEND VARIOUS CHAPTERS ESTABLISHING
10MPH SPEED LIMIT ON PROMENADE AND REGULATING
ELECTRIC/MOTORIZED BICYCLES, SCOOTERS, AND QUADRICYCLES

WHEREAS, the City of Sea Isle City seeks to ensure that its roads and right of ways are safe for pedestrian; and

WHEREAS, the City of Sea Isle City shall designate a speed limit of 10 MPH (miles per hour) on the entire length and width of the Promenade in the City of Sea Isle City; and

WHEREAS, the City is permitted to adopt said ordinance pursuant to New Jersey law 39:4-8 b (1); and

WHEREAS, the rental and use of motorized/electric scooters and electric cycles has become increasingly prevalent throughout the United States and the City; and

WHEREAS, the City of Sea Isle City shall regulate motorized/electronic scooters and electronic cycles on the Promenade in the City; and

WHEREAS, the City of Sea Isle City seeks to regulate Quadricycles in the City pursuant to its police powers and ensure the safety of its residents and visitors; and

WHEREAS, the City is permitted to adopt said ordinance pursuant to New Jersey law 39:4-8 b (1) and N.J. Stat. Ann. § 39:4-14.16.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sea Isle City, County of Cape May and State of New Jersey as follows:

SECTION I. Chapter 7 Section 19.1 of the Revised General Ordinances of the City of Sea Isle City, entitled “Speed Limits Designated” is hereby amended to add the following into the section in its entirety as follows:

Addition To Section:

7-19.1 Speed Limits Designated

All streets within the City of Sea Isle City shall have a speed limit of 25 mph (miles per hour), conditions permitting, unless designated herein as authorized under the provisions of N.J.S. 39:4-8 b (1).

Regulatory and warning signs shall be erected and maintained to effect the below designated speed limits.

| Name of Street | Speed Limit (mph) | Location | Time of Year |
|---|-------------------|-----------------------------|----------------------------|
| Forty-second Place, 300 block [Added 5-25-2021 by Ord. No. 1668] | 15 | Entire length | |
| Landis Avenue | 30 | Zero to Twenty-ninth Street | May 1 through October 1 |
| Landis Avenue | 40 | Zero to Twenty-ninth Street | October 2 through April 30 |
| Pleasure Avenue | 15 | Entire length | Year-round |
| Venicean Road | 15 | Entire length | Year-round |
| Promenade | 10 | Entire length | Year-round |

SECTION II. Chapter 3 Section 12 of the Revised General Ordinances of the City of Sea Isle City, entitled “Motorized Bicycles” is hereby amended to add the following section in its entirety as follows:

CHANGED SECTION

Section 3-12 of the Revised General Ordinances of the City of Sea Isle City entitled “Motorized Bicycles” is changed to the new heading of “Motorized/Electric Bicycles, Scooters, Skateboards, and Motorized or Human Powered Quadricycles”

ADDED SECTION

Section 3-12.2 “Definitions” is created as follows:

“Low-speed electric bicycle” means a [one also?] two or three-wheeled vehicle with fully operable pedals and an electric motor of less than 750 watts, that meets the requirements of one of the following classifications: "class 1 low-speed electric bicycle" which means a low-speed electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour; or “class 2 low-speed electric bicycle" which means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour. (Source: N.J. Stat. Ann. § 39:1-1)

“Low-speed electric scooter” means a scooter with a floorboard that can be stood upon by the operator, with handlebars, and an electric motor that is capable of propelling the device with or without human propulsion at a maximum speed of less than 19 miles per hour. This term shall not include personal assistive mobility devices, motorized wheelchairs, mobility scooters or similar mobility assisting devices used by persons with physical disabilities or persons whose ambulatory mobility has been impaired by age or illness. (Source: N.J. Stat. Ann. § 39:1-1)

“Motorized scooter” means a miniature motor vehicle and includes, but is not limited to, pocket bikes, super pocket bikes, scooters, mini-scooters, sport scooters, mini choppers, mini motorcycles, motorized skateboards and other vehicles with motors not manufactured in compliance with Federal Motor Vehicle Safety Standards and which have no permanent Federal Safety Certification stickers affixed to the vehicle by the original manufacturer. This term shall not include: electric personal assistive mobility devices, motorized bicycles, low speed vehicles, low-speed electric bicycles, or low-speed electric scooters; or motorized wheelchairs, mobility scooters or similar mobility assisting devices used by persons with physical disabilities, or persons whose ambulatory mobility has been impaired by age or illness. (Source: N.J. Stat. Ann. § 39:1-1)

“Motorized skateboard” means a skateboard that is propelled otherwise than by muscular power, including Hoverboards, Unicycle, and similarly designed platforms. (Source: N.J. Stat. Ann. § 39:1-1)

“Quadricycle” shall mean a four wheeled pedal powered cycle powered by human action or motorized/electric assistance or a combination of human power and motorized/electric assistance. Also known as surrey, pedal cycle, beach buggy, beach bike, buddy bike, and others of the same or similar type.

Section 3-12.3 “Use of Electronic Scooters and Electronic Cycles Restricted” is created as follows:

- a. The use of Low-speed electric bicycles, Low-speed electric scooters, Motorized scooters, Motorized skateboards and similar means of conveyance upon the Promenade and its approaches within the City from May 15 to September 15 of each year hereby are prohibited except during the hours of:

5:00 a.m. to 3:00 p.m. on weekdays, 5:00 a.m. to 12:00 noon on Saturdays and Sundays.

- b. All places of business renting, leasing, selling, giving or in any way transferring Low-speed electric bicycles, Low-speed electric scooters, Motorized scooters, Motorized skateboards and similar means of conveyance within the City shall prominently display during all business hours a sign, which shall state "The use of roller skates, skateboards, scooters and similar means of conveyance upon the Promenade and its approaches within the City from May 15 to September 15 is prohibited except during the hours of 5:00 a.m. to 3:00 p.m. weekdays, 5:00 a.m. to 12:00 noon on Saturdays and Sundays."
- c. A person shall not tamper with or modify a low-speed electric bicycle so as to change the motor-powered speed capability or engagement of a low-speed electric bicycle, unless that person appropriately replaces the label indicating the classification.
- d. Any person violating the terms of this subsection shall be liable, upon conviction, for a fine for a first offense of not more than \$50. For each and every subsequent offense within 90 days of a prior conviction, the penalty shall be a fine of not less than \$25 nor more than \$100.

Section 3-12.4 "Use of Human Powered or Motor/Electric Assist Quadricycles Restricted" is created as follows:

- a. No Quadricycle, as defined in this Ordinance, shall be operated within the City of Sea Isle City which exceeds the length of nine (9) feet, height of six and a half (6.5) feet, and width of three and a half (3.5) feet and shall be constructed and intended to accommodate no more than six (6) passengers.
- b. The penalty for violation of this subsection shall be as set forth in Chapter 1, Section 5 of the Revised General Ordinances of the City of Sea Isle City entitled "General Penalty."

SECTION III. Severability. If for any reason any section of this Ordinance shall be declared illegal by any Court of competent jurisdiction, the remaining section of the Ordinance shall remain in full force and effect, notwithstanding.

SECTION IV. Repealer. Any Ordinance or provision thereof inconsistent with this Ordinance is hereby repealed to the extent of such inconsistency.

SECTION V. Publication. This Ordinance shall take effect immediately upon the adoption and publication in accordance with the law.

Mary L. Tighe, Council President

Mayor Leonard C. Desiderio

I HEREBY CERTIFY THAT the foregoing ordinance was duly passed by the City Council of the City of Sea Isle City, New Jersey on first reading at the regular meeting of said Council held on the 28th day of June, 2022 and was taken up for second reading, public hearing and final passage at the regular meeting of said Council held on the 12th day of July, 2022, in City Hall, 3rd Floor Council Chambers, 233 JFK Blvd., Sea Isle City, New Jersey at 10:00 a.m.

Shannon D. Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
NEW JERSEY**

ORDINANCE NO. 1685 (2022)

**AN ORDINANCE TO AMEND THE REVISED
GENERAL ORDINANCES OF THE CITY OF SEA ISLE CITY,
CHAPTER 20 TO UPDATE RECREATION ACTIVITIES AND FEES**

WHEREAS, the Council of the City of Sea Isle City, continues to review and update its programs and ordinances; and

WHEREAS, the City has an interest in ensuring that the public recreation program be appropriately developed, maintained, and managed with the least expenditure of public funds and that the facilities and programs be utilized by the public to the maximum extent possible.

WHEREAS, the City has found this ordinance to be in the best interest of the health, safety, and welfare of the citizens and visitors of the City; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sea Isle City, County of Cape May and State of New Jersey as follows:

SECTION I. Chapter 20 Section 5.3 of the Revised General Ordinances of the City of Sea Isle City, entitled “Division of Recreation Programs” is hereby amended to delete/add the following language, activities, and fees as follows:

DELETED/ADDED SECTION:

20-5.3. Division of Recreation Programs.

1. Total Body Fitness: \$5.00 per class or \$40 for ten-coupon pass.
16. Men’s basketball One-Day Summer Tournament (ages 18 and older): \$150.00 per team (maximum number of teams shall be three (3) per summer season with maximum of eight (8) men per team).
17. Pop-Up Basketball Clinic (ages 14-17): \$25 per participant for a 2-day session.
18. Pop-Up Summer Season Day Camp (ages 5-12 and parents must be present) (June, July and August only): \$5 per child.
19. Basketball Skills and Drills Clinic (ages 8-13): \$75.00 for three (3) sessions.
20. Cardio Core: \$5.00 per class. Classes will be held on the beach and in the Community Lodge.

SECTION II. Severability. If for any reason any section of this Ordinance shall be declared illegal by any Court of competent jurisdiction, the remaining section of the Ordinance shall remain in full force and effect, notwithstanding.

SECTION III. Repealer. Any Ordinance or provision thereof inconsistent with this Ordinance is hereby repealed to the extent of such inconsistency.

SECTION IV. Publication. This Ordinance shall take effect immediately upon the adoption and publication in accordance with the law.

Mary L. Tighe, Council President

Mayor Leonard C. Desiderio

I HEREBY CERTIFY THAT the foregoing ordinance was duly passed by the City Council of the City of Sea Isle City, New Jersey on first reading at the regular meeting of said Council held on the 28th day of June, 2022 and will be up for second reading, public hearing and final passage at the regular meeting of said Council held on the 12th day of June, 2022, in City Hall, 3rd Floor Council Chambers, 233 JFK Blvd., Sea Isle City, New Jersey at 10:00 a.m.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 115 2022

WHEREAS, N.J.S.A. 40A:5-17 provides for the approval of claims in manner provides by ordinance; and

WHEREAS, the City Council of Sea Isle City duly enacted Ordinances which provide a method for approval of claims, recordation thereof, and the payment of such claims by the City of Sea Isle City; and:

WHEREAS, The City Council have reviewed and considered invoices as follows:

PREVIOUS PAID BILLS:

SEA ISLE CITY PAYROLL 561,828.79

| <u>VENDOR</u> | <u>AMOUNT</u> |
|--|---------------|
| AIR AND GAS TECHNOLOGIES | 579.01 |
| ATLANTIC CITY ELECTRIC | 11,129.11 |
| AUTOZONE NORTHEAST | 514.21 |
| ATLANTIC COUNTY MUN JOINT INSUR | 233,464.00 |
| ADVANTAGE RENTAL | 413.24 |
| ANIMAL CONTROL OF SOUTH JERSEY | 800.00 |
| ALL IND SAFETY PRODUCTS | 246.80 |
| AUTOMOTIVE SERVICE EXCELLENCE | 196.17 |
| ACTION UNIFORM CO LLC | 566.00 |
| ALEX GLOVER AND COMPANY | 4,696.00 |
| ATLERNATIVE MICROGRAPHICS INC | 1,606.69 |
| AT & T MOBILITY | 1,410.89 |
| ARMS/LOGAN | 684.00 |
| ADMINISTRATIVE ADVANTAGE | 346.21 |
| PAUL BALDINI PA | 25,584.00 |
| BIRDWELL ENTERPRISES INC | 2,234.00 |
| BURKE MOTOR GROUP | 192.63 |
| BILLOWS ELECTRIC SUPPLY | 353.28 |
| BEESLEY'S POINT SEA DOO | 149.99 |
| BACKGROUND INVESTIGATION | 1,264.00 |
| BRENNAN | 500.00 |
| CINTAS | 122.81 |
| CARROTT TOP INDUSTRIES | 3,206.55 |
| COMCAST | 908.39 |
| COMPLETE CONTROL SERVICES INC | 600.00 |
| COMPUTER ACCESS & SYSTEMS ALT | 659.20 |
| TREASURER ST OF NJ NJ DEPT OF COMM AFFAIRS | 4,246.00 |
| CAPRIONI'S PORTABLE TOILETS | 255.00 |
| CMC COAST GUARD COMM FONDAT | 500.00 |
| CASA REPORTING SERVICE LLC | 298.50 |
| COSTANZO, JOHN | 500.00 |
| COMLY, KERRI | 475.00 |
| COLLIERS ENGINEERING | 17,002.26 |
| CARROLL, THOMAS III | 1,225.00 |
| CAPE SHORE GARDENS | 119.90 |
| C SMITH PLUMBING | 944.69 |
| DEVER, MATTHEW | 125.00 |
| DIAMOND TOOL | 1,699.83 |
| DEVER, DANIEL | 100.00 |

| | |
|-----------------------------------|-----------|
| DESCHAMPS MAT SYSTEM INC | 36,798.88 |
| DEVLIN,DANIEL | 1,025.00 |
| DANCY, MITCHELL | 1,425.00 |
| DONAHUE, CHRISTINE | 227.50 |
| EDWARDI, FRANK | 226.00 |
| EVERBRIDGE INC | 6,000.00 |
| ERSI INC | 587.00 |
| EFFECTV | 2,857.00 |
| AMALIA ENTERPRISES LLC | 1,500.00 |
| 10-S TENNIS | 312.53 |
| FALASCA | 7,405.57 |
| FALABELLA | 322.50 |
| FRANKLIN ALARM | 720.00 |
| FOR SHORE WEED | 3,597.00 |
| FERGUSON ENTERPRISES LLC | 312.00 |
| FITZPATRICK EDWARD AND JACKIE | 162.65 |
| GARDEN STATE HWY PRODUCTS | 310.00 |
| GARDNER HARDWARE | 380.31 |
| GENTILINI FORD | 679.60 |
| GRAN TURK EQUIPMENT | 318.78 |
| GRAPHIC IMPRESSIONS | 686.88 |
| GARDEN GREENHOUSE & NURSERY | 164.75 |
| GENRON FIRE PROTECTION | 316.20 |
| GROFF TRACTOR MID ATLANTIC LLC | 268.75 |
| GRACETOWN LUMBER | 1,827.75 |
| HUNTER JERSEY PETERBILT | 271.58 |
| HACH COMPANY | 3,590.40 |
| HERITAGE TOWERS | 1,330.00 |
| HOMAN, CHRIS | 225.00 |
| HENRY HENGCHUA ARCHITECT | 63,000.00 |
| ISLAND TROPHIES | 560.00 |
| J.J. KELLER & ASSOCIATES | 162.41 |
| J.F. BUILDERS | 3,114.60 |
| KELTEX IMPRINTED APPAREL | 877.00 |
| KOLO | 331.25 |
| KANE, SEAN AND AMY | 655.50 |
| LAROSA,JOSEPH | 675.00 |
| LANDBERG CONSTRUCTION LLC | 12,136.50 |
| LANGSTON, JOHN | 650.00 |
| LET'S PARTY EVENTS LLC | 3,790.00 |
| LANE, ROBERT | 1,400.00 |
| MASER CONSULTING | 13,479.76 |
| MARSH & MCLENNAN AGENCY | 885.26 |
| MARTABANO KENNETH | 294.49 |
| MASHURA, MATTHEW | 25.00 |
| EQUITABLE LIFE INSURANCE | 400.20 |
| MARMORA HARDWARD | 155.80 |
| MORAN, BRYAN | 1,500.00 |
| MAZURIE, LEO | 725.00 |
| MONCHETTI | 335.00 |
| MENZONI BLAISE | 259.80 |
| NATIONAL TIME SYSTEMS | 298.50 |
| NJ DEPARTMENT OF HEALTH SERVICES | 2.40 |
| NAPA AUTO PARTS | 165.91 |
| NJ SHADE TREE FEDERATION | 95.00 |
| NOVASACK BROS TURF FARMS | 80.00 |
| NJTIA | 50.00 |
| NETGATE | 690.07 |
| OCEAN CITY SENTINAL | 59.50 |
| ONE CALL CONCEPTS | 106.89 |
| PEDRONI | 3,737.53 |
| PUBLIC EMPLOYEE RETIREMENT SYSTEM | 24,031.65 |
| PARTY HOPPERS LLC | 730.00 |
| PHOTO BOOTH DUDETTE LLC | 899.00 |

| | |
|--|------------|
| PRIME LUBE INC | 882.75 |
| PRYCE, KEITH | 1,300.00 |
| PITTALUGA, PIETRO | 75.00 |
| PROTECTION 1 ADT | 711.07 |
| PETROSH'S BIG TOP | 1,794.00 |
| PARTS PEOPLE | 9.95 |
| QUENCH USA | 652.68 |
| RUTGERS THE STATE UNIVERSITY | 375.00 |
| RIGGINS INC | 7,529.82 |
| R.E. PIERSON | 2,478.60 |
| RALPH, V.E. | 43.00 |
| RODGERS GROUP LLC | 636.00 |
| READY, THOMAS | 2,149.98 |
| RINCK, JOSHUA | 218.53 |
| SMITH, CLARENCE III | 350.00 |
| SOUTH JERSEY WELDING SUPPLY | 2,610.00 |
| STATE OF NJ DIVISION OF TAXIATION | 668.60 |
| SURRAN'S NURSERY | 3,700.00 |
| SEA ISLE CITY TRUST ACCOUNT | 3,400.00 |
| SMITH CLARENCE JR | 475.00 |
| SEA ISLE CITY BOARD OF ED | 152,275.13 |
| SPARK ELECTRIC | 2,478.37 |
| SEA ISLE CITY VOLUNTEER FIRE CO | 27,000.00 |
| SOUTHERN SHORE REGION DMO | 75.00 |
| SEVEN MILE PUBLISHING | 5,218.14 |
| SEASHORE ASPHALT | 718.87 |
| SEA GEAR | 54.00 |
| STATE OF NEW JERSEY PENSION AND BENEFITS | 227,455.68 |
| TREASURER ST OF NJ | 1,681.00 |
| TREASURER STATE OF NEW JERSEY DEPT OF CHILDREN | 250.00 |
| TRICOMM | 127.50 |
| THINK PAVERS | 12,452.96 |
| TROCK FRANK & SHERRI | 1,297.75 |
| UNIVERSAL SUPPLY CO | 3,309.38 |
| UNIFIED PRINTING | 2,019.00 |
| VAL-U AUTO PARTS | 177.43 |
| VISION BENEFITS OF AMERICA | 935.53 |
| VISITOR'S ALMANAC TELEVISION | 1,275.00 |
| W.B. MASON | 176.96 |
| WPVI | 4,111.78 |
| WIZARD'S FESTIVAL OF FUN | 9,000.00 |
| WELLS FARGO | 1,745.59 |
| WAGNER, JOSEPH | 750.00 |
| 129 38TH STREET LLC | 840.50 |
| RAHILL, GERALD & JOSEPHINE | 1,258.75 |
| OCEANS 12 LLC | 1,036.40 |
| OCEAN REEF CONDOMINIUM ASSOCIATION | 196.75 |
| FREDA, KATHRYN | 924.00 |
| MCCANN, DANIEL | 1,093.50 |
| 8600 LANDIS LLC | 4,400.00 |
| ARDARY DAVID AND VICTORIA | 103.00 |
| RAGE DEVELOPMENT | 1,152.95 |
| MORAN, FRED | 74.75 |
| 329 434D PLACE | 1,362.50 |
| ROMANO, SUE ANN | 4,104.90 |
| CARRAIGAN | 337.50 |
| SOFRONEY, JAMES | 279.55 |
| BELL, MICHAEL | 369.53 |
| DIBABBO, ANTHONY | 410.35 |

RESOLUTION TOTAL:

1,594,544.78

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sea Isle City, NJ as follows:

1. All of those invoices as set forth above (with the exception of those items containing a line drawn through them and relisted to paragraph 2 below) are hereby approved. The Municipal Clerk is hereby authorized (as per section 6 of Ordinance 716) to indicate said approval on each invoice and to record same in the official minutes.
2. All of the following invoices are disapproved by this Council:

VENDOR AMOUNT:

The Municipal Clerk is hereby directed to appropriately record the disapproval of the invoices noted in this paragraph in the official minutes.

3. All of those invoices listed in the recital as set forth above containing the initials of not more than one council Person immediately to the left of each line shall be deemed approved (as per paragraph number one above) by a majority vote of the remaining Council members. Those invoices listed in the recital as set forth above containing a line drawn through the vendor's name and amount and relisted in paragraph 2 shall be deemed a rejection of said invoices and shall not be paid.

Recorded Vote:

Mary L. Tighe, Council President

| Council | Yes | No | Abstain | Absent | Moved | Second |
|---------|-----|----|---------|--------|-------|--------|
| Edwardi | | | | | | |
| Feeley | | | | | | |
| Gibson | | | | | | |
| Kehner | | | | | | |
| Tighe | | | | | | |

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, July 12, 2022.

Shannon D. Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION NO. 116 (2022)**

CHANGE ORDER NO. 1

SUBJECT: A resolution authorizing Change Order No.1 for Pickleball Courts (Marina Lot), City of Sea Isle City, Cape May County, New Jersey, MC Project No. SIC212.

WHEREAS, the City of Sea Isle City has contracted with Ricky Slade Construction, of Bridgeton, New Jersey for Pickleball Courts (Marina Lot), City of Sea Isle City, Cape May County, New Jersey, MC Project No. SIC212 and;

WHEREAS, the City required additional work at the James R. Iannone Municipal Fishing Pier in order to open the pier to the project and;

WHEREAS, the nature of the work of Contract SIC212 was similar to the work required at the Municipal Fishing Pier and;

WHEREAS, the City desired to complete this work at the Municipal Fishing Pier in order to open the project for the summer season and;

WHEREAS, throughout this project there has been supplemental items and a decrease in certain items of work and the net increase in the contract amounts to \$17,825.16 and;

WHEREAS, the nature and reason of the change is to reflect the supplemental and as-built quantities as further described below:

EXTRA ORDER

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|---------------------|--------------------|-----------------|-------------------|---------------|
| TOTAL EXTRAS | | | | \$0.00 |

REDUCTION ORDER

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|-------------------------|--|-----------------|-------------------|--------------------|
| 2 | EXCAVATION, UNCLASSIFIED | 45 | \$35.00 | \$1,575.00 |
| 3 | CONCRETE SIDEWALK, 4" THICK, 4,000 PSI & REMOVE EXISTING SIDEWALK (IF & WHERE DIRECTED) | 13.4 | \$125.00 | \$1,675.00 |
| 4 | TACK COAT, RS-1 | 80 | \$1.00 | \$ 80.00 |
| 5 | HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2-1/2" THICK | 73.3 | \$15.50 | \$1,136.15 |
| 6 | ROAD GRAVEL - SOIL AGGREGATE I-5 | 185 | \$35.00 | \$6,475.00 |
| 8 | VINYL COATED, BLACK CHAIN LINK FENCE WITH WINDSCREEN - 8' HEIGHT | 12 | \$74.00 | \$ 888.00 |
| 10B | BENCHES | 2 | \$800.00 | \$1,600.00 |
| 13A | PICKLEBALL COURT STRIPING | 666.2 | \$1.45 | \$ 965.99 |
| 13B | COLOR COURT SURFACING | 47.7 | \$11.00 | \$ 524.70 |
| TOTAL REDUCTIONS | | | | \$14,919.84 |

SUPPLEMENTAL ORDER

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|---------------------------|---------------------------------------|------------------------|--------------------------|----------------------|
| S-1 | LAYOUT (PIER) | 1 | \$900.00 | \$ 900.00 |
| S-2 | CONCRETE CURB (PIER) | 226 | \$50.00 | \$11,300.00 |
| S-3 | PAVEMENT REPAIR (PIER) | 125 | \$80.00 | \$10,000.00 |
| S-4 | DETECTABLE WARNING SURFACE (PIER) | 2.2 | \$300.00 | \$ 660.00 |
| S-5 | 12" THICK GROUND STABILIZATION (PIER) | 67 | \$75.00 | \$5,025.00 |
| S-6 | 6" THICK CONCRETE RAMP/PAD (PIER) | 16.2 | \$300.00 | \$4,860.00 |
| TOTAL SUPPLEMENTAL | | | | \$32,745.00 |

| | | | |
|------------------------------|--------------|--------------|--------------|
| Amount of Original Contract | \$179,715.50 | Extras | \$0.00 |
| Amount of Change Order No. 1 | +\$17,825.16 | Reductions | -\$14,919.84 |
| | | Supplemental | \$32,745.00 |

ADJUSTED AMOUNT OF CONTRACT BASED ON
CHANGE ORDER NO. 1 **\$197,540.66**
9.92 % INCREASE IN CONTRACT

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Sea Isle City, New Jersey, that:

- 1) The foregoing facts are hereby ratified and affirmed.
- 2) The allegations of the preamble hereto are incorporated herein as is set forth in full.
- 3) The amount of Change Order No. 1 is +\$17,825.16.
- 4) The adjusted amount of the contract based on Change Order No. 1 is \$197,540.66.
- 5) The appropriate city officials are herewith authorized and instructed to do all things necessary to carry out the intention of this resolution.
- 6) The authorization for the proper officials to execute Change Order No. 1 be and is hereby given.

CERTIFICATION OF FUNDS


Jennifer McIver, CFO

Mary L. Tighe, Council President

Recorded Vote:

| Council | Yes | No | Abstain | Absent | Moved | Second |
|----------------|------------|-----------|----------------|---------------|--------------|---------------|
| Feeley | | | | | | |
| Edwardi | | | | | | |
| Kehner | | | | | | |
| Tighe | | | | | | |
| Gibson | | | | | | |

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, July 12, 2022.

Shannon Romano, Municipal Clerk

500 Scarborough Drive
Suite 108
Egg Harbor Township N.J. 08234
Main: 877 627 3772
Colliersengineering.com



Engineering
& Design

June 20, 2022

Via Email & Hand Delivery

Shannon Romano, RMC
City of Sea Isle City
233 John F. Kennedy Blvd.
Sea Isle City, NJ 08243

Pickleball Courts (Marina Lot)
City of Sea Isle City, Cape May County, New Jersey
Colliers Engineering & Design Project No. SIC212

Dear Shannon,

Please find enclosed Change Order Resolution No. 1 relative to the above referenced project.

Change Order No.1 will increase the contract amount from the original amount of \$179,715.50 to a new contract amount of \$197,540.66. This results in a net increase in the contract in the amount of \$17,825.16 or an increase of 9.92%.

Would you please place this resolution on the agenda for the July 12, 2022 council meeting?

If you should have any questions concerning the enclosed resolution, please feel free to call me.

Sincerely,

Colliers Engineering & Design

d/b/a Maser Consulting, PA

A handwritten signature in blue ink, appearing to read "Andrew A. Previti", is written over the typed name.

Andrew A. Previti, P.E.
Municipal Engineer

AAP/dpm

Enclosure

cc: George Savastano, PE, Business Administrator w/encl via email
Missy Morrissey, Principal Account Clerk w/encl via email

\\Projects\IQ-T\SIC\SIC212\Correspondence\OUT\220620_Change Order Resolution to RMC.docx

**CITY OF SEA ISLE CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION NO. 117 (2022)**

CHANGE ORDER NO. 1

SUBJECT: A resolution authorizing Change Order No.1 for NJDOT FY2020 State Aid Program – Park Road Resurfacing (48th St. to JFK Blvd.), City of Sea Isle City, Cape May County, New Jersey, MC Project No. SIC196.

WHEREAS, the City of Sea Isle City has contracted with South State Inc. General Contractors, of Bridgeton, New Jersey for NJDOT FY2020 State Aid Program – Park Road Resurfacing (48th St. to JFK Blvd.), City of Sea Isle City, Cape May County, New Jersey, MC Project No. SIC193 and;

WHEREAS, throughout this project there has been an increase and decrease in certain items of work and the net increase in the contract amounts to \$5,207.63 and;

WHEREAS, the nature and reason of the change is to reflect as-built quantities as further described below:

EXTRA ORDER

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|--------------|---|---------------------------|-------------------|---------------|
| 4 | 6" X 8" X 18" CONCRETE CURB, 4,000 PSI AND REMOVE EXISTING CURB | 287.80 | 31.5 | \$9,065.70 |
| 5 | CONCRETE SIDEWALK, 4" THICK, 4,000 PSI (IF & WHERE DIRECTED) | 93.80 | 88.00 | \$8,254.40 |
| 6 | CONCRETE APRON, 6" THICK, 4,000 PSI (IF & WHERE DIRECTED) | 57.50 | 90.00 | \$5,175.00 |
| 10 | DETECTABLE WARNING SURFACE | .2 | 275.00 | \$55.00 |
| 20 | TOPSOILING, 3" THICK | 71.60 | 16.25 | \$1,163.50 |
| 21 | FERTILIZING AND SEEDING, TYPE A-3 | 44.60 | 3.00 | \$133.80 |
| 22 | STRAW MULCHING | 44.60 | 1.50 | \$66.90 |
| 25B | DOUBLE 4" YELLOW CENTERLINE | 202 | 1.50 | \$303.00 |
| 27 | FUEL PRICE ADJUSTMENT | See Calculations Attached | | \$701.39 |
| 28 | ASPHALT PRICE ADJUSTMENT | See Calculations Attached | | \$469.00 |
| TOTAL EXTRAS | | | | \$25,387.69 |

REDUCTION ORDER

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|--------------------|--|------------------------|--------------------------|----------------------|
| 1B | SAWCUTTING | 43 | 1.00 | \$ 43.00 |
| 2 | MILLING, VARIABLE DEPTH | 626 | 6.5 | \$4,069.00 |
| 3 | EXCAVATION, UNCLASSIFIED | 500 | 1.00 | \$ 500.00 |
| 7 | CONCRETE GUTTER, 8" THICK | 12.10 | 135.00 | \$1,633.50 |
| 8 | CONCRETE ROCKER GUTTER, 8" THICK | 21.60 | 145.00 | \$3,132.00 |
| 9 | RESET PAVERS (IF & WHERE DIRECTED) | 10. | 135.00 | \$1,350.00 |
| 11 | ROAD GRAVEL - SOIL AGGREGATE I-5 (IF & WHERE DIRECTED) | 50 | 5.00 | \$ 250.00 |

REDUCTION ORDER

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|-------------------------|--|------------------------|--------------------------|----------------------|
| | (MIN. UNIT PRICE \$5.00/C.Y.) | | | |
| 12 | TACK COAT, RS-1 | 75 | 0.01 | \$ 0.75 |
| 13 | HOT MIX ASPHALT 9.5M64 SURFACE COURSE, VARIABLE THICKNESS | 62.00 | 75.00 | \$4,650.00 |
| 14 | RESET GAS VALVE BOX (IF & WHERE DIRECTED) | 5.00 | 10.00 | \$ 50.00 |
| 15 | RESET SEWER VENT (IF & WHERE DIRECTED) | 3. | 10.00 | \$ 30.00 |
| 16 | RESET SANITARY MANHOLE CASTING / INLET GRATE (IF & WHERE DIRECTED) | 1.00 | 400.00 | \$ 400.00 |
| 17 | RESET WATER VAVLE BOX (IF & WHERE DIRECTED) | 5.00 | 10.00 | \$ 50.00 |
| 18 | RESET WATER METER BOX (IF & WHERE DIRECTED) | 5.00 | 25.00 | \$ 125.00 |
| 19 | RESET CURB STOP VALVE BOX (IF & WHERE DIRECTED) | 5.00 | 25.00 | \$ 125.00 |
| 23 | WASHED GRAVEL (IF & WHERE DIRECTED) | 47.00 | 50.00 | \$2,350.00 |
| 25A | CROSSWALK (VARIABLE LENGTH x 6' WIDE) | 1.00 | 335.00 | \$ 335.00 |
| 25C | SINGLE 4" WHITE LINE | 122.00 | .75 | \$ 91.50 |
| 25D | 24" WIDE STOP BAR | 25.00 | 5.00 | \$ 125.00 |
| 25E | TRAFFIC MARKING SYMBOLS | 74.00 | 6.00 | \$ 444.00 |
| 26A | CONSTRUCTION SIGNS | 20.00 | 0.01 | \$ 0.20 |
| 26B | DRUMS | 35.00 | 0.01 | \$ 0.35 |
| 26C | TRAFFIC CONES | 75.00 | 0.01 | \$ 0.75 |
| 26D | BREAKAWAY BARRICADES | 1.00 | 0.01 | \$ 0.01 |
| 29 | SANITARY SEWER CLEANOUT COVER IN SIDEWALK (IF & WHERE DIRECTED) | 10.00 | 25.00 | \$ 250.00 |
| 30 | SANITARY SEWER CLEANOUT COVER IN DRIVEWAY (IF & WHERE DIRECTED) | 7.00 | 25.00 | \$ 175.00 |
| TOTAL REDUCTIONS | | | | \$20,180.06 |

| | | | |
|------------------------------|--------------|--------------|--------------|
| Amount of Original Contract | \$365,024.82 | Extras | \$25,387.69 |
| Amount of Change Order No. 1 | +\$5,207.63 | Reductions | -\$20,180.06 |
| | | Supplemental | \$ |


ADJUSTED AMOUNT OF CONTRACT BASED ON
CHANGE ORDER NO. 1 **\$370,232.45**
1.43 % INCREASE IN CONTRACT

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Sea Isle City, New Jersey, that:

- 1) The foregoing facts are hereby ratified and affirmed.
- 2) The allegations of the preamble hereto are incorporated herein as is set forth in full.
- 3) The amount of Change Order No. 1 is +\$5,207.63.

- 4) The adjusted amount of the contract based on Change Order No. 1 is \$370,232.45.
- 5) The appropriate city officials are herewith authorized and instructed to do all things necessary to carry out the intention of this resolution.
- 6) The authorization for the proper officials to execute Change Order No. 1 be and is hereby given.

CERTIFICATION OF FUNDS


Jennifer McIver, CFO

Mary L. Tighe, Council President

Recorded Vote:

| Council | Yes | No | Abstain | Absent | Moved | Second |
|---------|-----|----|---------|--------|-------|--------|
| Feeley | | | | | | |
| Edwardi | | | | | | |
| Kehner | | | | | | |
| Tighe | | | | | | |
| Gibson | | | | | | |

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, July 12, 2022

Shannon Romano, Municipal Clerk

500 Scarborough Drive
Suite 108
Egg Harbor Township New Jersey 08234
Main: 877 627 3772
www.colliersengineering.com



Engineering
& Design

NJDOT 2020 Municipal Aid Program
Park Road Resurfacing
48th Street to JFK Blvd
City of Sea Isle City, Cape May County, New Jersey
Colliers Engineering & Design Project No. SIC196

Fuel Price Calculations

$$F = (MF - BF) \times G$$

$$MF = 3.41 - \text{December 2021}$$

$$BF = 3.27 - \text{August 2021}$$

$$G = 6,438.50$$

$$F = \$901.39$$

Asphalt Price Calculations

$$A = (MA - BA) \times T$$

$$MA = 530 - \text{December 2021}$$

$$BA = 520 - \text{August 2021}$$

$$T = 76.9$$

$$A = \$769.00$$

R:\Project\SIC-T\SIC196\Project Information\Estimates\2206329 Price Calculations for Change Order.docx

CITY OF SEA ISLE CITY
NEW JERSEY
RESOLUTION NO. 118 (2022)

AUTHORIZING REFUND OF WITNESS FEES

WHEREAS, the City of Sea Isle City received payment for Witness Fees; and

WHEREAS, from time to time, the City is required to refund payments as approved by the Department Heads.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Sea Isle City, New Jersey, that the following refunds shall be made:

| <u>Name of Payee</u> | <u>Witness Fee to Be Refunded</u> |
|---|-----------------------------------|
| Klenk Law, LLC 101 Greenwood Avenue, Suite 360 Jenkintown, PA 19046 | \$70.00 |

BE IT FURTHER RESOLVED, that a copy of this Resolution be filed with the Chief Financial Officer.

Mary Tighe, Council President

Recorded Vote:

| Council | Yes | No | Abstain | Absent | Moved | Second |
|----------------|------------|-----------|----------------|---------------|--------------|---------------|
| Edwardi | | | | | | |
| Feeley | | | | | | |
| Gibson | | | | | | |
| Kehner | | | | | | |
| Tighe | | | | | | |

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting held on Tuesday July 12, 2022.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY
RESOLUTION NO. 119 (2022)

AUTHORIZING REFUND OF A RECREATION REGISTRATION

WHEREAS, the City of Sea Isle City received payment for a Recreation Registration; and

WHEREAS, from time to time, the City is required to refund payments as approved by the Department Heads.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Sea Isle City, New Jersey, that the following refunds shall be made:

| <u>Name of Registrant</u> | <u>Registration Fee to Be Refunded</u> |
|--|--|
| Sophia Peyton 25 54 th Street East Unit Sea Isle City, NJ 08243 | \$75.00 |

BE IT FURTHER RESOLVED, that a copy of this Resolution be filed with the Chief Financial Officer.

Mary Tighe, Council President

Recorded Vote:

| Council | Yes | No | Abstain | Absent | Moved | Second |
|----------------|------------|-----------|----------------|---------------|--------------|---------------|
| Edwardi | | | | | | |
| Feeley | | | | | | |
| Gibson | | | | | | |
| Kehner | | | | | | |
| Tighe | | | | | | |

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting held on Tuesday July 12, 2022.

Shannon D. Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 120 (2022)

A RESOLUTION AUTHORIZING THE ATTACHED CONTRACT TO BE EXECUTED BETWEEN THE CITY OF SEA ISLE CITY AND THE COMMUNICATION WORKERS OF AMERICA, AFL-CIO, ("CWA"), LOCAL 1036, SEA ISLE CITY, EMPLOYEES OF PUBLIC WORKS, WATER AND SEWER DEPARTMENTS BLUE COLLAR FOR THE TERM OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2023

WHEREAS, the City of Sea Isle City is desirous of entering into a Contract between the City of Sea Isle City and the Communications Workers of America, AFL-CIO, ("CWA"), local 1036, Sea Isle City, Employees of Public Works, Water and Sewer Departments Blue Collar; and

WHEREAS, said Contract has been negotiated and agreed upon between the City of Sea Isle City and the CWA Union; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sea Isle City, County of Cape May, and State of New Jersey as follows:

1. The attached Contract by and between the City of Sea Isle City and the Communications Workers of America, AFL-CIO, ("CWA"), local 1036, Sea Isle City, Employees of Public Works, Water and Sewer Departments Blue Collar is hereby ratified.
2. The Mayor and the Clerk are hereby authorized to execute the attached Contract on behalf of the City of Sea Isle City.

Mary L. Tighe, Council President

Recorded Vote:

| Council | Yes | No | Abstain | Absent | Moved | Second |
|---------|-----|----|---------|--------|-------|--------|
| Gibson | | | | | | |
| Kehner | | | | | | |
| Tighe | | | | | | |
| Edwardi | | | | | | |
| Feeley | | | | | | |

I HEREBY CERTIFY THAT the foregoing Resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting of said Council held on Tuesday, July 12, 2022.

Shannon D. Romano, Municipal Clerk

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF SEA ISLE CITY
COMMUNICATION WORKERS OF AMERICA

and

EMPLOYEES OF PUBLIC WORKS, WATER AND SEWER DEPARTMENTS
BLUE COLLAR

Dated: January 1, 2022 through December 31, 2023

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 2022 by and between the City of Sea Isle City in the County of Cape May, a municipal Corporation of the State of New Jersey, hereinafter called the "City" and the Communication Workers of America, AFL-CIO, the Employees, of Public Works Department and Water and Sewer Department, Blue Collar, including public safety police maintenance worker and recreation worker, hereinafter called the "Union" Witnesseth:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the Union and to the end that continuous efficient service will be rendered to and by both parties for the benefit of both:

NOW THEREFORE, IT IS AGREED as follows:

ARTICLE I - UNION RECOGNITION

- A. The City hereby recognizes the Union for the purpose of collective negotiations as the exclusive representative of all permanent full-time employees of the Water and Sewer and Public Works Departments, including Public Safety Police Maintenance Worker and Recreation Department Worker, of the City with respect to rates of pay, wages, hours of work and other working conditions.
- B. References in this Agreement to "males" shall include "females" as well.

ARTICLE II - MODIFICATION

- A. The City agrees that it will not establish new work rules or regulations, or modify or amend existing work rules or regulations governing wages, hours, or working conditions mandated negotiable by law except by an instrument in writing duly executed by both parties, except that the City reserves the right to expound upon and publish existing work rules.
- B. This Agreement shall not be modified, altered or changed except by written agreement of the parties.
- C. 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 of the parties at the time they negotiated or signed this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment.
- 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, applications or alleged violation of the terms and conditions of this Agreement or policies of the governing body and decisions affecting terms and conditions of employment and may be raised by an individual or the Union.
- D. All actions filed under this procedure shall be brought within ten (10) working days of the happening of the event or the said grievance shall be null and void.
- E. Procedure:

Step One.

If no agreement can be reached orally within ten (10) working days of the initial discussion with his supervisor, the employee may present the grievance in writing within ten (10) working days to the Superintendent of the Public Works and Sewer and Water Department or his designated representative. The written grievance at this step shall contain the nature of the grievance and a summary of the preceding oral discussion, the basis of his dissatisfaction with the determination and the remedy requested by the grievance. The Superintendent or his designated representative will answer the grievance in writing within ten (10) working days of receipt of the written grievance. Failure of the Superintendent to answer shall institute Step Two. The party filing the grievance shall forthwith transmit a copy of the grievance to the Business Administrator.

Step Two.

If the Union wishes to appeal the decision of the Superintendent, such appeal shall be presented in writing to the Business Administrator within fifteen (15) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator shall respond, in writing, to the grievance within fifteen (15) working days of the submission.

Step Three.

- A. If the grievance is not settled through Steps 1 and 2, the Union shall have the right to request the appointment of any arbitrator pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Public Law 1975.
- B. Costs for the services of the arbitrator shall be shared equally between the parties. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

- C. The arbitrator shall decide those issues involved in the grievance and his recommendations shall be binding as to all parties.
- D. Designated union representatives shall be permitted to confer with members and the City on specific grievances or issues without loss of pay during work hours.

ARTICLE IV - REDUCTION IN RANK

- A. Employees shall not be reduced in rank or job classification without just cause.
- B. No permanent employee shall be dismissed and subsequently replaced by any employee subsidized by State or Federal Funding.
- C. Employees shall not be disciplined without just cause.
- D. Seniority shall not be accumulated during the period of lay off. Upon recall, the appointed employee shall have his accumulated seniority to the date of lay off.

ARTICLE V - PROBATIONARY PERIOD

- A. Subject to the rules and regulations of the New Jersey Civil Service Commission, new employees shall serve a probationary period of three (3) months. During said probationary period, employees shall be paid as qualified first year employees. For the purpose of seniority and longevity, the original date of hire should be used. During the probationary period the employee shall not be considered a member of the bargaining unit.

ARTICLE VI - COURT TIME

A. If an employee is required to appear in court or agency hearings on City related business on behalf of the City on his day off or time off, he shall be compensated as follows:

1. At the regular rate of pay with a minimum of two hours or,
2. 1 ½ times the regular rate of pay for time actually spent in Court or at the hearing or,
3. Compensatory time off at regular time.

ARTICLE VII - EMPLOYEE SAFETY

- A. The City agrees to maintain a safe and healthy work environment The City shall repair or replace any unsafe vehicles immediately according to New Jersey Motor Vehicle Codes. Employees shall not be required to operate any unsafe vehicle, if the same is declared unsafe by the City mechanic, Safety Officer, Assistant Superintendent or Superintendent.
- B. Each vehicle shall be equipped with all items necessary to promote employee safety including first aid kit, fire extinguisher, heaters and road flares. Air conditioning shall be equipped with and maintained for the life of the vehicle, on the City street sweeper and any new or used vehicles the City purchases. The heat and air conditioner will be repaired within thirty (30) days unless valid reasons exist that the Business Administrator has addressed.
- C. The City shall inform the Union of the new program and Committee that is to be implemented to address health and safety issues. Any appointment to that Committee shall be determined once the program becomes effective.

ARTICLE VIII - CLOTHING ALLOWANCE

- A. Work uniforms shall consist of dark blue work pants or dark blue jeans.
- B. Shirts shall be either light blue, dark navy blue or safety green. Mechanics have the option to wear black. Any shirts with outdated logo may be worn for the "life" of the shirt. All shirts shall have the approved "Sea Isle City" logo imprinted on the shirt. All Divisions shall have the option to add Department identification to the shirt, however all Divisions are interchangeable based on operational need. Approved work apparel is as follows: tees, baseball, golf, crew neck and oxford shirts, and hooded sweatshirts. The City shall provide silk screening.
- C. Summer work uniforms may be worn as weather permits.
- D. The City shall provide an annual clothing allowance in the amount of \$1,050.00 for all members covered under this agreement, for new uniforms, clothing and shoe allowance, replacement and maintenance of such. Such payment shall be paid annually one-half (1/2) after the temporary City budget is passed and the remainder three (3) weeks after the final City budget is approved.
- E. The City will replace prescription eyeglasses when such glasses are damaged in the course of duty, except in those instances when protective goggles should have been worn when the damage occurred. The City shall not be liable for normal wear and tear of prescription eyeglasses, nor for damage resulting from misuse or mishandling of prescription eyeglasses. The replacement of prescription eyeglasses shall require the approval of the Superintendent and the Business Administrator. The procedure for prescription eyeglass replacement is as follows:
 - 1. Employees shall furnish proof of purchase and proof of loss of the item;
 - 2. Subject to the monetary limitations contained herein, the City shall have the right to compensate the employee monetarily;
 - 3. In computing the value of an item, depreciation and wear and tear shall be included.
- F. The City recognizes that from time to time it is necessary for employees to use personal tools, cell phones, and equipment on the job. In the event that said tools or equipment shall become lost or damaged while being used with the Superintendent's permission, the City shall reimburse the employee for loss or damages up to Two Hundred Fifty (\$250) dollars. In the event of a cell phone loss or damage, employee shall submit a recent bill for proof and type of phone, and the City shall reimburse the employee for said bill in full.

Vehicle/equipment mechanic's tools shall be covered at replacement cost. The City has the right to obtain an inventory of the tools and cost of same being utilized by the aforementioned mechanic. The City shall provide, at its cost, whatever tools are necessary.

ARTICLE IX - DURATION OF CONTRACT

- A. This contract shall cover the period from January 1, 2022 until December 31, 2023. Both parties agree to commence negotiations for 2024 on or about October 1, 2023.
- B. It is specifically agreed upon between the parties that these provisions shall be retroactive to January 1, 2022.

ARTICLE X - LEAVE

- A. After completion of three (3) years employment, an employee may request a leave of absence without pay or benefits.
- B. Leaves of absence, without pay or benefits, may be granted by the Department Head for good cause for up to one (1) year.
- C. Military leave will be granted in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. & 4301 et seq., and applicable State law.

ARTICLE XI - HOLIDAYS

- A. Employees shall receive all Holidays celebrated by the City in accordance with the Holiday Resolution. The City agrees that during the life of this Agreement, it will not remove from the Holiday Schedule any holidays currently observed.
- B. Any special holiday observed by the City through resolution by the City Council, during the life of this Agreement, shall be given to the employees of the Bargaining Unit as a matter of right. In addition, members covered by this contract shall receive time granted off in the observance of any Federal, State, or Local Holiday, or proclamation by the City Council.
- C. Each employee covered by this Agreement shall receive the following holidays with pay:
- | | |
|----------------------------|---|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Columbus Day |
| Veteran's Day | Presidents' Day |
| Election Day (November) | Good Friday |
| Thanksgiving Day | Memorial Day |
| Day After Thanksgiving | Independence Day |
| Christmas Day | Juneteenth (3 rd Friday in June) |
- D. Employees covered under this Agreement shall receive five (5) personal days to be used at their discretion with prior notice except in cases of emergency when no prior notice shall be necessary.

ARTICLE XII - VACATION

- A. Every full-time permanent member of the Bargaining Unit shall receive vacation in accordance with the following schedule:

One (1) day each month for every month of employee's first year
After one (1) year and up to five (5) years completed - 12 days
After five (5) years and up to ten (10) years completed - 15 days
After ten (10) years and up to twenty (20) years completed —20 days
After twenty (20) years and up —25 days

No accumulation of vacation time is permitted except as specified below. Vacation time must be used in the year earned. However, if the work schedule does not permit the use of vacation in the year earned, then a twenty-four (24) month carry over will be allowed only with the Department Head's signed approval. Should the vacation time not be used by the end of any twenty-four (24) month extension period, then unused vacation time shall be cancelled without pay.

- B. If an employee becomes sufficiently ill so as to require in-patient hospitalization while he is on vacation, he may charge such period of illness and post hospital recuperation against sick leave at this option.
- C. For members of the Union, vacations shall be selected according to seniority.
- D. Employees may split vacations. If an employee desires to split his or her vacation, his or her first choice shall be only on the basis of seniority.
- E. Employees may request summer vacation if scheduling permits, but the final decision is up to the Business Administrator. Any such requests will not be arbitrarily denied.
- F. An employee will receive vacation pay in the pay period immediately prior to scheduled vacation if so requested and on condition:
1. the employer makes such request thirty (30) days prior to payment to permit processing of the request; and
 2. by making such request the employee understands that there will be no pay check in the pay period occurring upon his or her return from vacation.
- G. When an employee dies having to his or her credit vacation leave, the employee's estate shall be paid for the vacation leave at the employee's rate of pay at the time of his or her death.
- H. Effective calendar year 2023, employees shall be entitled to sell back up to five (5) days of accrued vacation leave time provided the employee has completed 15 years of service and holds a balance equal to one full year of accrued vacation leave. Employees must provide notice to Human Resources of their sell back request no later than October 1st of each year and payment shall be issued in the first pay of December.

ARTICLE XIII - SICK LEAVE

- A. Sick leave shall continue to be accumulated at the rate of one (1) day per month for the first year and fifteen (15) days per year thereafter.
- B. If an employee retires without using up his or her sick leave, the City shall pay each such employee an amount equal to fifty percent (50%) of all accrued and unused sick leave pay up to a maximum amount of Fifteen Thousand (\$15,000) dollars.
- C. Prior to going on terminal leave, all employees shall receive all accrued benefits.
- D. Any salary increases, which are given to, the regular and temporary employees of the Association shall be also given to any member absent because of sick leave, but not terminal leave.
- E. When illness prevents employees from attending work, they may use accumulated sick leave at full pay. Employees may also use sick leave when a serious illness in their immediate family requires their absence from work. The City may elect to verify the sickness.
- F. Serious illness, for the purposes of the above section F, is defined as that which requires attendance of the employee upon a member of the immediate family.
- G. Sick time shall be calculated on an hour for hour basis. Any employee who becomes ill while at work and goes home shall receive credit for only those hours worked.

ARTICLE XIV - WAGES

- A. The City agrees that the Wage Rates for employees under this Agreement shall be increased during the term of this Agreement as follows:

| | |
|-----------------|-----------------------|
| January 1, 2022 | 2.3% increase to base |
| January 1, 2023 | 2.3% increase to base |

- B. All employees who are salaried will be paid bi-weekly. The annual salary indicated in a union contract or annual salary ordinance will be the basis for payroll period calculations to facilitate this, and the Payroll Department will calculate the number of hours employees are to work annually. The Payroll Department will then divide the annual salary by the annual number of contractual hours to determine the appropriate straight time hourly rate. All pay periods in any given year will be calculated by hours worked multiplied by the hourly rate. All hours worked in excess of regular straight time will be certified by the appropriate department head and paid in accordance with overtime rates established in a union contract or in the annual salary ordinance.
- C. The wage increase for 2022 shall be retroactive to January 1, 2022. In order to be eligible for retroactive pay under this Agreement, an employee must be on the payroll at the time of the execution of this Agreement.
- D. Contract shall include salary ranges as attached. Ranges shall change annually with the negotiated, across the board percentage amounts. Effective January 1, 2022, the salary range for Sewer Repairer 1/Water Repairer 1 title shall be equalized with the Public Works Repairer title.
- E. In the event an employee receives a promotion, the increase in salary shall not be less than 8% of the employee's base salary and shall not exceed 10% of the employee's base salary, not to exceed top of new range, but must bring into the bottom of the range.
- F. All paychecks via direct deposit, commencing 90 days from execution of Contract.
- G. The City shall issue paper checks for any one time allowance, such as, CDL and clothing allowance, only if requested by the member in writing by January 1 of each year.

ARTICLE XV - LONGEVITY

- A. All members prior to December 31, 1992 shall receive longevity according to the schedule below. Employees hired on January 1, 1993 and thereafter are not entitled to longevity.

| <u>YEARS OF SERVICE</u> | <u>PERCENT OF ANNUAL SALARY</u> |
|---|---------------------------------|
| After completion of 4th year to completion of 8th year | 2% |
| From the beginning of the 9 th year to the completion of the 12 th year | 4% |
| From the beginning of the 13 th year to the completion of the 16 th year | 6% |
| From the beginning of the 17 th year to the completion of the 21 st year | 8% |
| From the beginning of the 22 nd year and on | 10% |

ARTICLE XVI - HOURS AND OVERTIME

- A. The City reserves the right to establish the workweek so that it meets the City's wants and needs in accordance with all Federal and State laws as applicable to municipalities. In general the hours of operation are 7:00 a.m. to 10:00 p.m. and in season 5:00 a.m. to 10:00 pm. The hours of operation are subject to forty-eight (48) hour notice of change in work hours, except in an emergency. The season commences the first day of Memorial Day weekend. The season ends as follows:

If October 1 falls on a Tuesday, Wednesday, Thursday or Friday the season ends the Monday before.

If October 1 falls on a Saturday, Sunday or Monday the season ends on that Monday.

- B. Base salary shall be computed based on forty (40) hours.
- C. Overtime shall be paid for all hours worked in excess of eight (8) hours in one (1) day at the rate of time and one-half the employee's regular rate of pay. Employees working ten (10) hours per day four (4) days per week shall receive overtime for all hours in excess of ten (10) hours in one (1) day. During a state of emergency declared by the State, County or City or during inclement weather response employees will receive double time (2.0x) overtime for all time worked after twelve (12) consecutive hours
- D. In computing continuous overtime, any employee working 16 to 30 minutes shall be paid 30 minutes overtime; 31 to 60 minutes shall be paid on hour overtime. In computing all other overtime, any employee working 1 to 30 minutes shall be paid for 30 minutes overtime; 31 to 60 minutes shall be paid for 1-hour overtime.
- E. If any employee is scheduled or called to duty on his day off or he or she is recalled, he or she shall be paid for at least four (4) hours worked at time and one-half his regular rate of pay or compensated in time off so long as in accordance with the requirements of the Fair Labor Standards Act and on the express understanding that he will be subject to assignment of work during such four (4) hour period. All employees shall be considered available for call out unless prior notice is given to their respective Supervisors.
- F. Overtime worked on any holiday shall be compensated at the rate of one and one-half times the employee's regular rate of pay and the employee shall receive a compensatory day off. The employee can elect to accrue the day(s) or, on notice to the City, can receive compensation therefore at his regular rate of pay.
- G. Employees scheduled or recalled to duty shall be guaranteed a minimum of four (4) hours at time and one-half the employee's regular rate of pay, and if so called in, will be subject to assignment of work for the entire four (4) hours.

- H. Overtime shall be given on a rotating basis according to seniority and job title.
- I. For the purpose of assigning overtime to employees covered by this Agreement, overtime assignments for scheduled overtime will be made on the last regular working day prior to that assignment. Members who are out sick the day the overtime is assigned are not eligible.
- J. A person on vacation may be eligible for scheduled overtime providing he submits in writing his eligibility to work prior to going out on vacation.
- K. For the purpose of assigning overtime to employees covered by this Agreement, snow plowing is to be considered a Public Works duty first. After exhausting the Public Works list, the Sewer and Water lists are to be used.
- L. For the purposes of assigning overtime to employees covered by this Agreement, the on-call service rotation is considered to be a Sewer and Water Department duty.
- M. Consecutive assignments must be in exact order. Positions on the rotation list are not transferable.
- N. Scheduled overtime is defined as any overtime, which is not an emergency or a continuation of a job that has been in progress during the normal workday. The overtime rotations established in this Article shall be waived if the overtime is a continuation of a job that has been in progress during the normal workday.
- O. An employee who has worked 16 consecutive hours or more shall be entitled to an 8-hour rest period before returning to work. If this 8 hour rest period extends into the employee's regularly scheduled basic workday, the employee shall lose no time thereby.

ARTICLE XVII - RETIREMENT

- A. Employees shall retain all pension rights under Public Employees Retirement System.
- B. If a member wants to protect pension beneficiary upon retirement eligibility, they may submit a letter of intent to retire to the Business Administrator. Upon acceptance by the City, the position will be maintained and not subject to discretionary removal.
- C. The City and Union agree to recognize and transfer service credit for City employees hired from the Board of Education and from the Borough of Stone Harbor prior to 12/31/2018.

ARTICLE XVIII - DUES CHECK OFF

- A. The City agrees to deduct from the earnings of each employee Union member dues when said employee has properly authorized such deduction in writing. The City will forward all dues deduction monies collected on a bi-weekly basis to the Treasurer of CWA as listed below. A list of names, bi-weekly salary and amount of deduction will be included.

CWA LOCAL 1036
1 Lower Ferry Road
West Trenton, NJ 08628
Attention: Financial Manager

- B. Dues deductions for any employee in this negotiating unit shall be limited to CWA. Employees shall be eligible to withdraw such authorization only as of July 1 of each year provided written notice of withdrawal is filed with the City and Union. Unless an employee withdraws authorization for the deduction of Union dues, the City will continue to deduct dues. The movement of an employee from one title to another title and/or from one unit to another unit will not affect dues deduction, unless the new title or unit is not represented by the Union. The City will notify the Union via July monthly report.

ARTICLE XIX - INSURANCE, HEALTH AND WELFARE

- A. Employees agree to the following benefits: State Health Benefit Plan Direct Access 15 or Comparable Plan. The City also will supply each employee with the eyeglass plan and dental plan now in effect for the other employees. The current dental and vision plans shall remain as is for 2022 through 2023.

a. In the event there is a drug that is prescribed that requires a coverage review, and the coverage review deems that the medicine is not covered by SHPB and a suitable therapeutic equivalent is not available as agreed by the member's attending physician, the City will reimburse for the cost of that drug, so that the employee's maximum cost exposure is \$15.00.

b. Effective upon entry into SHBP, provide coverage for utilization of labs that are not within the SHBP, with the condition that reimbursement for labs outside the SHBP network will only be made in the event of a medical necessity, as per the order of the prescribing physician.

The City shall continue to pay premiums as described above for the employee, spouse, and dependents, when he or she retires from the City after twenty-five (25) years of service with the foregoing to be terminated at the time of death. Upon the death of the employee, the City agrees to continue paying the premiums as described above for the employee's spouse, unless the employee's spouse remarries. Medicare Part B reimbursement is available only to eligible retirees; and only to those who receive healthcare coverage from the City.

When healthcare coverage is provided upon retirement, the retiree shall be covered by the plan in place for the bargaining unit members and retirees, and it is understood that the plan may be modified by future collective bargaining agreements.

Effective January 1, 2015, the amount of contribution to be paid by an employee shall be set in accordance with P.L.2011, c.78. The parties recognize New Jersey State mandated contributions by public employees to health care costs. All active employees shall have deducted (pre-tax) via payroll deduction under the Section 125 Plan any amount paid to the City for their health insurance contribution pursuant to P.L.2011, c.78.

If retired employee or covered spouse has or takes a job with an employer who provides health benefits, he or she must work with the City to ensure coordination of benefits.

- B. If an employee retires due to a job related, permanent illness, sickness or injury, the City shall continue in full force and affect all benefits under this article.
- C. Employees retiring prior to twenty-five years of service may continue with the City insurance programs as permitted by law.
- D. Employees of the City that are married/civil union shall be provided with one medical plan as long as married/civil union. Both shall be included on the healthcare plan; however, both are independently entitled to coverage and upon dissolution/termination of the marriage/civil union or some other triggering event, each shall be afforded their own medical plan. The employees provided one medical plan herein shall not be paid a waiver of coverage payment.

Employee shall have the ability to opt out of health insurance consistent with Federal and State Law and shall receive \$5,000 or 25% of the health insurance premium, whichever is less.

- E. The City shall provide a Dental Plan for all employees and their dependents, as currently provided. Dental coverage shall be Three Thousand Dollars (\$3,000) maximum plus Two Thousand Dollars (\$2,000) ortho rider.

ARTICLE XX - REIMBURSEMENT PROCEDURE

A. Refer to ARTICLE XIX

ARTICLE XXI - SCHOOLING

- A. The City shall determine the requirements for formal training for each employee's title. Those employees requiring formal training will be designated by the Business Administrator and shall not be denied by the Director of the Department. Training will be scheduled by the City. Employees will be reimbursed for all costs incurred by attending formal training including meals up to \$12 for breakfast, \$15 for lunch, and \$25 for dinner, and travel expenses at the prevailing IRS rate. The City will add One hundred dollars (\$100) per year to the employee's base salary for each formal training course successfully completed by an employee.
- B. The City shall add One Thousand Dollars (\$1,000) to the employee's base salary for individuals requested or required by the City to hold licenses which are required to be held in accordance with federal, state, county or local law and that require the presence of availability of the employee in the event of the absence of the City's designated license holder. To be entitled to the \$1,000.00 added to base salary for each license the member must maintain the license(s) or same will be removed from the base. In lieu of the \$1,000, employees holding the licenses below will receive pay adjustments effective January 1, 2019 as follows:

| | |
|--------------------------|---------|
| CPWM | \$1,600 |
| Pesticides | \$1,000 |
| Level 1 (C1, S1, T1, W1) | \$1,350 |
| Level 2 (C2, S2, T2, W2) | \$1,600 |
| Level 3 (S3, C#, T3, W3) | \$2,000 |

An employee with multiple licenses will receive the highest stipend only.

ARTICLE XXII - NEGOTIATION OF A SUCCESSOR AGENT

- A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than October 1, 2023. Any agreement negotiated shall be reduced to writing and shall be submitted for ratification by the Union and approved by the City. If ratified and approved, it shall be signed by the parties.

ARTICLE XXIII - SEPARABILITY AND SAVINGS

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

ARTICLE XXIV - NO RESTRICTION OF RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under the New Jersey or Federal labor laws, New Jersey Civil Service Commission regulations or any other applicable laws or regulations.

ARTICLE XXV - MISCELLANEOUS

- A. Each employee shall have access to his or her personnel file at reasonable times and upon request and prior approval of the City Department Heads.
- B. The City shall keep no other personal files that would not be available to employee access as it pertains to that particular employee.
- C. All employees shall be made aware of any reports or charges made against him. He or she shall have the right to remain silent until he or she consults with an attorney or the Union.
- D. All disciplinary action, including suspension, taken against any employee shall be done in accordance with the New Jersey Civil Service Commission Rules and Regulations.

An employee may be suspended without pay immediately and prior to a hearing where it is determined the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order, or effective direction of public services. An employee may also be suspended immediately when the employee is formally charged with a crime of the first, second, third degree, or a crime of the fourth degree on the job or related to the job.

Where the City seeks to immediately suspend an employee without pay, the employee must first receive the charges and general evidence in support of the charges and provided sufficient opportunity to review and respond to the Department Head either orally or in writing. The City will respond and make a determination on the immediate suspension without pay.

The City shall serve a Preliminary Notice of Disciplinary Action within five (5) days outlining the disciplinary charges. An appeal of the Preliminary Notice of Disciplinary Action shall include an appeal of the immediate suspension without pay.

- E. Employees shall be entitled to engage in outside employment during off hours.
- F. All employees shall be entitled to two (2) fifteen (15) minute coffee breaks and one half hour paid lunch for every eight (8) hour shift.
- G. When it is necessary for an employee to use his or her personal vehicle for City business, the employee shall be compensated at that rate set for mileage by the Internal Revenue Service and said employee shall be insured by the City.
- H. To provide advancement opportunities for employees within the Department, existing or planned job vacancies shall be posted prominently for seven (7) days in a designated area. The posting shall include a description of the job, any required qualifications, the location of the vacancies, the salary range, the hours of work and the procedure to be followed by an employee interested in making application.
- I. Employees shall perform any and all assigned tasks during periods of emergency in the municipality as declared by the Department Director or the Mayor.

- J. During the term of this contract, the Union agrees not to institute any job action or strike. The City agrees during the term of this contract not to institute any lockouts.
- K. The City will notify the Union subsequent to the decision to promote or change the title of any employee.
- L. The City shall provide legal representation to employees if litigation shall develop as a result of actions arising out of and in the course of employment, except that no representation shall be provided for the defense of a criminal or disorderly person.
- M. Any improvements in benefits to other City employees shall be extended to this Contract. The improvements are only for benefits. They do not include any changes in wages but only non-monetary benefits.
- N. If an employee attends an approved Emergency Medical Technician course, or completes a certified fire or CPR training course, he or she shall be paid an additional Six Hundred Dollars (\$600) on the express condition that he or she presents proof of completion of the course and qualification. Employees who receive the stipend are required to respond to a minimum of ten (10) calls per year. The City further agrees to pay for the Recertification Fee of Emergency Medical Technician when required by law. The employee agrees not to allow certification to lapse for the year in which he or she is paid for.

The Emergency Medical Technician shall make himself or herself available during daytime hours to treat and transport patients to a medical facility by ambulance. The Ambulance Corps Chief shall certify that these requirements have been met. This compensation shall be paid after November 1st of each year.

- O. Commencing January 1, 2015, the City shall pay the renewal fee for any employee whose job requires a commercial driver's license (CDL). The City shall provide all necessary training or shall pay the costs of training required for CDL pursuant to federal Department of Transportation rules. Prior to expending any funds for training, the employee shall discuss this matter with his/her Supervisor and Department Head; and agree upon the training program to be undertaken. Any costs of physical examinations or background checks as needed for agreed upon CDL licenses or endorsements shall be paid by the City.
- P. Annually on the first pay in December any employee obtaining or in possession of a commercial driver's license (CDL) shall receive \$1,000, effective January 1, 2022.
- Q. After one (1) year of obtaining a commercial drivers license (CDL), the employee shall be promoted to the "Truck Driver Title" or a Level 2 title with the according grade and pay scale.
- R. The employee shall not be subject to any offensive language, nor shall he or she be threatened with transfer, dismissal, or other disciplinary punishment.
- S. When in the event any employee (s) are prevented from traveling to or entering Sea Isle City by Local, State, or Federal authorities, acts of nature or terrorism, the employee (s) shall receive credit for working the entire eight (8) hours and shall lose no time thereby.

- T. Recycling Coordinator position will receive additional compensation of \$1,500 if assigned these duties by the City.

ARTICLE XXVI - TIME OFF

- A. When a death occurs in an employee's immediate family, the employee shall be given five (5) scheduled working days off with pay beginning with the first scheduled working day on which the employee does not report for duty. In the event an employee requires additional bereavement leave, a request shall be made to the Business Administrator.

The term "employee's immediate family" shall mean the employee's mother, father, sister, brother, wife, husband, domestic partner, son, daughter, child of domestic partner, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, granddaughter, grandson.

- B. Employees shall be granted time off, without deduction from pay, for a period up to three (3) days for natural childbirth, and five (5) days for Cesarean Childbirth provided the employee is named father on the birth certificate.
- C. Any time off under this article shall not be deducted from any other leave of absence, provided that the employee is not using another leave of absence at the time of death or birth.
- D. In the event of the death of a niece, nephew, brother/sister-in-law, aunt, uncle, first cousin, and foster parents, or relatives living under the same roof, said employee will be permitted to attend to funeral upon request to the employee's appropriate supervisor. Two (2) days shall be granted to the employee to attend said funeral.

ARTICLE XXVII - RIGHTS OF UNION REPRESENTATIVES AND MEMBERS

- A. The City agrees to grant time off to Stewards, and Stewards only, not to exceed four (4) days for the purpose of attending any actually scheduled regular or special meetings or conventions of the State and/or International Union; provided that said Steward provide the Department Head with fourteen (14) days notice of a regular meeting, and ninety-six (96) hours notice if a special meeting. In the event that a Steward is unable to attend the meeting and/or convention, or any part thereof, the application can be made to allow a duly authorized alternate steward to attend. Approval of said application shall not be unreasonably denied. Stewards, or alternatives when applicable, shall be granted the said times off for those days during which the meeting and/or convention is actually scheduled. In computing those days during which a meeting or convention is actually scheduled, the meeting and/or convention must be in session for at least four (4) hours between the period of 9:00 a.m. and 5:00 p.m. The steward or alternate where applicable, shall present certification from the Union that attendance was necessary and there was actual attendance. In no event may a steward and alternate obtain concurrent time off to attend any meeting or convention.

Said Stewards and Alternates shall be permitted no more than an aggregate of five (5) days per year with pay for attendance at said meetings or conventions.

Permission to attend said meetings or conventions shall be granted according to the manpower needs of the respective departments, and such permission shall not be unreasonably denied. In determining whether to grant said time off, the department head shall consider manpower, vacations in effect, employee (s) out on sick time, skills of the Stewards or Alternates and needs of the municipality.

- B. During negotiations, authorized Union Representatives, not to exceed three (3), shall be excused from their normal duties for such purposes of negotiations as may be agreed upon by the parties. The parties agree that, whenever practicable, negotiations shall take place during those hours when the authorized Union Representatives are not working.
- C. Access: The rights and privileges of the Bargaining Unit, and its members as set forth in this Agreement, shall be granted only to the Bargaining Unit and its members, as the exclusive representatives of the affected employees.

The Union has the right to access the members of the bargaining unit for the purpose of collective bargaining, contract enforcement, and/or other union business. Access includes, but is not limited to, the following:

- (1) The right to meet with individual employees on the premises of the public employer during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues at no cost to the Union or its representatives.
- (2) The right, with advance notice to the Employer, to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss workplace issues, collective negotiations, the

administration of collective negotiations agreements, other matters related to the duties of the Union, and internal union matters involving the governance or business of the Union.

(3) The right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, within 10 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.

(4) The right to use buildings and other facilities that are owned or leased by the employer to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections.

(5) The Union shall have the right to use the email systems of the Employer to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. This access is subject to City electronic media policies as may be amended from time to time and no assurances by the City of privacy of the system.

D. Information

(1) Within thirty (30) calendar days from the date of hire of negotiations unit employees, public employers shall provide the following contact information to the Union in an Excel file format or other format agreed to by the Union: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer. The City will verify member contact and ID information upon reasonable request from the Union. The Employer shall provide the Union, in an Excel file or similar format agreed to by the Union, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers on file with the employer, date of hire, date of birth, and work email address, and personal email address on file with the public employer. The City will verify member contact and ID information upon reasonable request from the Union.

The City will provide to new employees any sign-up or other Union forms provided by the Union, and forward to the Union forms completed by employees.

E. Employer Neutrality

- (1) The Employer shall not encourage negotiations unit members to resign or relinquish membership in the Union.
- (2) The Employer shall not encourage or discourage an employee from joining or assisting the Union.

ARTICLE XXVIII - DRUG TESTING POLICY

- A. It is mutually recognized that the City, as a public employer, has a zero tolerance policy for any employee being under the influence of drugs or alcohol at work.
- B. All blue collar employees (both CDL and non-CDL) shall be required to submit to random drug/alcohol tests. Such testing shall be randomly administered, with a selection process that ensures all employees have an equal chance of being tested.
- C. Procedure:
1. The City shall require its testing vendor to take split samples for all drug tests. If a sample tests positive, the paired sample shall be tested to confirm results.
 2. An employee shall be provided the opportunity to explain any prescription medications to the testing company prior to reporting results to the City.
 3. Testing shall be conducted with as much discretion as possible.
- D. The following penalties shall be imposed for drug tests resulting in a positive for illegal or controlled substances:
1. First offense Up to 30 days suspension without pay
 2. Second Offense Up to 90 days suspension without pay, plus last chance agreement
 3. Third Offense Removal
- Any employee failing a drug test shall be required to provide a negative drug test by a provider, at the City's discretion, prior to returning to work. If the employee is a CDL licensed driver, he/she must comply with CDL protocols. Additionally, an employee are required to submit to increased random testing for a period of twelve (12) months upon his/her return to work.
- It is understood by the parties that extenuating circumstances, such as damage to property, may result in a disciplinary penalty in excess of the above schedule.
- Loss of CDL privileges due to drug testing by the City or loss of CDL license for any other reason shall result in loss of CDL stipend for the year and for each year thereafter until the CDL license is restored. Such loss and reinstatement shall be on a pro-rated basis.
- E. Any employee who receives a positive test result will be immediately removed from work upon the City's receipt of that result.

ARTICLE XXIX - OUT OF TITLE WORK

- A. An employee who works in a higher grade for a period of five (5) consecutive days shall be compensated, effective upon the commencement of the fifth (5th) day of work, at the higher rate of pay for the time worked.
- B. Consecutive days shall be defined as any days worked in a higher grade or title.
- C. During the duration of this contract any and all time off excluding vacation time off shall not be considered as a breaking of the consecutive day cycle.
- D. Any increase in pay awarded as a result of this article shall be retroactive to the first day of the cycle including any Saturday, Sunday and any overtime.

ARTICLE XXX - JOB SECURITY

- A. This will confirm the understanding between the parties regarding some of the efforts the City will undertake to lessen the impact of possible privatization initiatives or the closing of City's facilities that could possibly occur and which impact it may have on employees in CWA.
- B. In the event the City seriously considers privatization of a facility or function for purely fiscal or economic reasons impacting negotiation unit employees, the City agrees to give the Union reasonable advance notice, but not less than 90 days prior to actual closure or privatization and, upon not less than 90 days prior to actual closure or privatization and, upon request, to meet with the Union to give the Union an opportunity to present its position on the economic issues. The Union shall be given the opportunity to demonstrate that unit employees will do the same work more efficiently than a private contractor. The City agrees to provide the Union with relevant cost information necessary to enable the Union to develop its economic position, including public documents. The City will meet with the Union within thirty (30) days of the issuance of this information. When the privatization decision is based upon policy reasons, and will result in a layoff or job displacement of bargaining unit employees, the City will give the Union reasonable advance notice of its decision and, upon request, meet with the Union to explain its rationale and discuss the impact on affected employees. It is understood that in any event, the decision to privatize is a managerial prerogative that may not be subject to the negotiation process.
- C. The efforts the City will undertake to alleviate the impact on employees laid off as a result of such actions shall include one or more of the following as appropriate under the existing circumstances and shall be subject to discussions between the City and the Union:
1. Establishing preferential hiring lists with the private employer;
 2. Establishing hiring freezes for positions determined to have the same or similar duties and responsibilities at other City locations within the department affected to create openings which will be filled by qualified laid off employees and, if practicable, by employees targeted for layoff.
 3. Continuing health coverage under COBRA which the City will pay for a certain limited transition period but not less than three months in duration; and
 4. Providing training for qualified employees to the extent there are openings and laid off employees require training to fill them.
- D. The City agrees to make good faith efforts, which shall include compliance with all DOP regulations to lessen the possibility of the layoff or demotion-in-lieu of layoff of employees in the bargaining unit. Where practicable, these efforts will be made whenever workers are placed at risk through privatization, or program reductions or eliminations for reasons of economy, efficiency, or other reason. The efforts the City may take to lessen the possibility of layoff or demotion may include, wherever practicable, voluntary reduced work time and voluntary layoff or demotion, which shall be offered to employees before the employer takes involuntary

action to reduce the workforce. Consistent with DOP regulations, the City will consider the following pre-layoff actions prior to any permanent employees being laid off or demoted:

1. Hiring and promotion freezes;
 2. Separation of non-permanent employees;
 3. Returning provisional employees to their permanent titles;
 4. Securing of transfers and reassignment to other employment; and
 5. Filling of existing vacancies.
- E. Good faith attempts will be made to fill positions determined by the New Jersey Civil Service Commission to have substantially the same or similar duties and responsibilities at other City locations by qualified laid off or demoted employees and, if practicable, by employees targeted for layoff. As practicable, the State shall train "at risk" employees to allow movement from the "at risk" location to work locations within or outside the appointing authority where positions are available. It is understood that all such actions must be consistent with operative law and DOP regulations. In the event the City seriously considers privatization of a facility or function which could result in the layoff or displacement of bargaining unit employees, the City agrees to give the Union reasonable advance notice, but not less than 120 days prior to the awarding a privatization contract to perform the work.
- F. Accompanying the notice will be a detailed accounting of all costs under the privatization and a comprehensive cost analysis. The parties shall mutually select an independent outside auditor to determine whether substantial cost savings will occur if the privatization occurs. Where the independent auditor determines that there is no substantial cost savings, the City will undertake best efforts to ensure there shall be no layoff or adverse economic impact on City employees. Where there is substantial cost savings, and the City chooses to privatize, the City agrees to use the displaced worker pool in order to lessen the impact of such layoff. If there is a pending or proposed general layoff, the City shall review existing private contracts for work similar to that of the employees considered for layoff or dislocation. Unless a cost analysis shows substantial cost savings for those existing private contracts, the City will use its best efforts to bring the work performed under the private contract(s) back in house and the City shall use the displaced worker pool to keep workers employed while the City determines whether to bring such work back in house.
- G. Effective with the signing of this agreement, if privatization is undertaken as a substantial cost savings, the City Auditor or a mutually-selected independent outside auditor will conduct periodic post audit cost analysis to determine whether or not there continues to be substantial cost savings. Where there is not substantial cost savings, the City shall make its best efforts to bring the work back in house.

ARTICLE XXXI - CIVIL SERVICE – NO CONFLICT

Section 1. In the event that any portion of the forgoing contract shall be held in violation of any Federal or State Law or Regulation, or New Jersey Civil Service Rules and Regulations, those provisions shall be deleted from the contract and the balance of the contract shall remain in full force and effect as if said provision were not included within this contract, however, in conjunction with any provision in this agreement being removed as stated above, the Union and the City shall negotiate a new provision that will cover the Article that was found to be in violation of any Federal or State Law or Regulation, or New Jersey Civil Service Rules and Regulations. Negotiations shall only cover the Article that was to be removed for the violation. Such negotiations shall be under the rules and regulations of the Public Employment Relations Commission (PERC).

Section 2. It is intended that the administrative and procedural provisions of the New Jersey Civil Service Law and regulations are to be observed in the administration of this agreement where applicable, except and to the extent that such administrative and procedural provisions would violate or otherwise interfere with the enforcement of the terms set forth in this agreement.

Section 3. It is further understood that if there were to be a material change in the Civil Service Laws and or regulations after the collective negotiations agreement is executed, or if the City decides to no longer be a Civil Service jurisdiction that the administrative and procedural provisions of the Civil Service Laws and Regulations as set forth at the time of execution of this agreement shall continue in full force and effect and shall be part of this agreement until modified by the parties. The parties agree to meet and negotiate in good faith on provisions in the contract that mention or reference Civil Service Rules and Regulations. The parties to this agreement shall meet and discuss transition issues in the event that there is a decision by the governing body to seek to no longer be a Civil Service jurisdiction or if any provisions of Civil Service are waived. These meetings shall commence no later than 120 days prior to the date the City would no longer be a Civil Service jurisdiction if that date is known that far in advance, or within 30 days of when that date is known.

Section 4. In the event the New Jersey Civil Service eliminates or consolidates into a single title any job title which is currently in the bargaining unit and workers are placed into either an existing job title or a newly created job title, the employer agrees to negotiate over the wage rate of the job title(s) in which workers are placed if there is no wage rate to cover that particular title. Such negotiations will only be concerned with the wage rate for the newly created title and will have no effect on any existing rates in the salary scale. Additionally, in the event that two or more existing job titles which are currently paid at different rates are consolidated into one title, the pay rate of the affected employees shall be negotiated between the parties.

ARTICLE XXXII - PAYMENT AFTER EXPIRATION OF CONTRACT

The parties agree that during the negotiation of a successor agreement and/or the expiration of an agreement all employees shall continue to receive any and all licensing fees and promotional increases. Upon ratification by both parties of the successor agreement any newly negotiated increases will then be applied retroactively to January 1 of the successor agreement.

ON THIS _____ day of _____, 2022

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective Council attested by their respective Representatives, on the day and year first above written:

CITY OF SEA ISLE CITY:

Leonard C. Desiderio, Mayor

Date

ATTEST:

Shannon D. Romano, City Clerk

COMMUNICATIONS WORKERS OF AMERICA:

Adam Liebtng
Adam Liebtng, Local President

June 29, 2022
Date

CWA National Representative

Date

BARGAINING COMMITTEE:

Dylan King

Date

CITY OF SEA ISLE CITY
CAPE MAY COUNTY
RESOLUTION

RESOLUTION NO. 121 2022

APPROVING UPDATED FLOOD INSURANCE PROMOTION ACTIVITY
WITH THE ATLANTIC-CAPE MULTI-JURISDICTIONAL
PROGRAM FOR PUBLIC INFORMATION

WHEREAS, as an active participant in FEMA’s Community Rating System (CRS) program, the City has determined that it is necessary to participate in the New Jersey Coastal Coalition’s Atlantic-Cape Multi-Jurisdictional Public Information (MJPPI), consisting of municipal officials and community stakeholders, to assist in evaluating existing public information disseminated by the City, other Municipalities and regional stakeholders regarding floodplain management, and to develop new public information needs; and

WHEREAS, the MJPPI will coordinate all of the flood-related public information in the community and the surrounding areas, both public and private; and

WHEREAS, the MJPPI was being expanded to include the Flood Insurance Promotion CRS activity in 2020 and needs to be updated based on FEMA’s 2021 update; and

WHEREAS, the City will distribute a letter from the governing body to the residents in the Special Flood Hazard Zone which will include an Insurance Brochure, participate in a community outreach meeting to help promote flood insurance, distribute Insurance Brochure with all construction permits in the Special Flood Hazard Zone and work with our Insurance Stakeholders to provide technical assistance to our residents; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Sea Isle City, in the County of Cape May and State of New Jersey, as follows:

1. The allegations of the preamble are incorporated herein by this reference.
2. The City hereby formally supports participation in the updated Flood Insurance Promotion CRS activity as proposed by the updated MJPPI.
3. All City officials, officers and employees are empowered to take such action as may be necessary or advisable in order to carry out the intent and purpose of this Resolution.

Mary L. Tighe, Council President

Recorded Vote:

| Council | Yes | No | Abstain | Absent | Moved | Second |
|---------|-----|----|---------|--------|-------|--------|
| Tighe | | | | | | |
| Feeley | | | | | | |
| Gibson | | | | | | |
| Kehner | | | | | | |
| Edwardi | | | | | | |

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting of said Council held on Tuesday, July 12, 2022.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 122 (2022)

A RESOLUTION CLARIFYING ALL APPROVED INDIVIDUALS OF THE CITY’S
DUTY CREW PROGRAM EFFECTIVE 07/1/2020 ARE MEMBERS OF THE CITY’S
VOLUNTEER FIRE DEPARTMENT

WHEREAS, the Council of the City of Sea Isle City established the creation and implementation of a Stipend Program for Volunteer Firefighters called the Duty Crew Program subject to certain conditions by Ordinance 1662 (2021); and

WHEREAS, said Duty Program was for the term of five (5) years, July 1, 2020 through June 20, 2025; and

WHEREAS, this Resolution is to clarify that all members of the City’s Volunteer Fire Department Duty Crew Program are considered members of the Sea Isle City Volunteer Fire Department with limited rights as established by Ordinance 1662 (2021); and

WHEREAS, the Duty Crew limited membership is separate and distinct from regular members and subject to all restrictions and duties imposed upon them by the Sea Isle City Volunteer Fire Company By Laws; and

WHEREAS, the Duty Crew Program is available to all qualified Sea Isle City Fire Company members and Duty Crew members of the Fire Company.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Sea Isle City, County of Cape May, State of New Jersey, as follows:

The attached list of Duty Crew Program Members are hereby members of the Sea Isle City Volunteer Fire Department for Duty Crew purposes consistent with the Fire Company By Laws.

Mary Tighe, Council President

Recorded Vote:

| Council | Yes | No | Abstain | Absent | Moved | Second |
|---------|-----|----|---------|--------|-------|--------|
| Gibson | | | | | | |
| Tighe | | | | | | |
| Feeley | | | | | | |
| Kehner | | | | | | |
| Edwardi | | | | | | |

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting of said Council held on Tuesday, July 12, 2022.

Shannon D. Romano, Municipal Clerk

Sea Isle City Fire Company Associate/ Duty crew Membership List

Bill Bates – Firefighter/ Instructor

Len Steen – Firefighter / Instructor

Ron Taylor – Firefighter/ Instructor

Tom Campbell - Firefighter

Sean Whalen – Firefighter

Ryan Moore – Firefighter

Robert Beare – Firefighter

Miles Koziol – Firefighter

Harry Prestin – Firefighter

Dave Mason – Firefighter

Joe Stackhouse – Firefighter

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 123 (2022)

AUTHORIZING A STATE CONTRACT FOR BRIDGE LICENSE PLATE READERS

WHEREAS, the City of Sea Isle City plans to purchase automatic license plate readers (ALPR) for the Boulevard and T. I. bridges; and

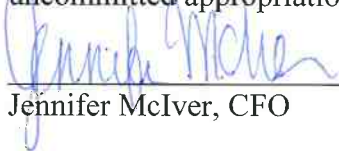
WHEREAS, these ALPR are available under State Contract 17-FLEET-00760 from General Sales Administration (Vendor), 24 N. Dell Ave., Kenvil, NJ 07847 for approximately \$42,165.60; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sea Isle City that the above recitals are wholly incorporated into this Resolution and granted the full force of law; and

BE IT FURTHER RESOLVED that City employees may issue purchase orders to the vendor for approximately \$42,165.60; and

BE IT FURTHER RESOLVED that City employees may issue change orders as necessary that result in minor price increases or decreases to the original anticipated value of purchase orders, or any of their parts, pursuant to N.J.S.A. 5:30-11.4.

By signing below, the Chief Financial Officer (CFO) certifies that there are sufficient uncommitted appropriations available in Ordinance 1652 to provide for payment(s).



Jennifer McIver, CFO

Mary L. Tighe, Council President

Recorded vote:

| <u>Council</u> | <u>Yes</u> | <u>No</u> | <u>Abstain</u> | <u>Absent</u> | <u>Moved</u> | <u>Second</u> |
|----------------|------------|-----------|----------------|---------------|--------------|---------------|
| Tighe | | | | | | |
| Gibson | | | | | | |
| Feeley | | | | | | |
| Kehner | | | | | | |
| Edwardi | | | | | | |

I HEREBY CERTIFY THAT the foregoing Resolution was duly adopted by the City Council of the City of Sea Isle City at the meeting held on July 12, 2022.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 124 (2022)

AUTHORIZING PROCUREMENT OF AN AIR FILL STATION

WHEREAS, the Volunteer Fire Department has need of an air fill station; and

WHEREAS, brand new models sell for approximately \$16,245.00; and

WHEREAS, Air & Gas Technologies (Vendor), 42 Industrial Drive, Cliffwood Beach, NJ 07735 offers a refurbished model for approximately \$9,496.74; and

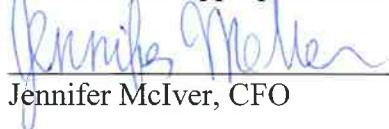
WHEREAS, Vendor has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure form; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sea Isle City that the above recitals are wholly incorporated into this Resolution and granted the full force of law; and

BE IT FURTHER RESOLVED that City employees may issue purchase orders to the Vendor for approximately \$9,946.74; and

BE IT FURTHER RESOLVED that City employees may issue change orders as necessary that result in minor price increases or decreases to the original anticipated value of purchase orders, or any of their parts, pursuant to N.J.S.A. 5:30-11.4.

By signing below, the Chief Financial Officer (CFO) certifies that there are sufficient **uncommitted appropriations** available in Fire O. E. to provide for payment(s).


Jennifer McIver, CFO

Mary L. Tighe, Council President

Recorded vote:

| <u>Council</u> | <u>Yes</u> | <u>No</u> | <u>Abstain</u> | <u>Absent</u> | <u>Moved</u> | <u>Second</u> |
|----------------|------------|-----------|----------------|---------------|--------------|---------------|
| Tighe | | | | | | |
| Gibson | | | | | | |
| Feeley | | | | | | |
| Kehner | | | | | | |
| Edwardi | | | | | | |

I HEREBY CERTIFY THAT the foregoing Resolution was duly adopted by the City Council of the City of Sea Isle City at the meeting held on July 12, 2022.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 125 (2022)

**AUTHORIZING ADVERTISEMENT OF BID FOR SIC0220 SOUNDS AVENUE
SANITARY SEWER REPLACEMENT AND CONNECTION TO CENTRAL AVENUE
SYSTEM**

WHEREAS, the City of Sea Isle City plans to solicit bids for SIC0220 Sounds Avenue Sanitary Sewer Replacement and Connection to Central Avenue System; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sea Isle City that the above recital is wholly incorporated into this Resolution and granted the full force of law; and

BE IT FURTHER RESOLVED that City representatives and/or employees may advertise for bids one or more times in an official newspaper of the City.

Mary L. Tighe, Council President

Recorded vote:

| <u>Council</u> | <u>Yes</u> | <u>No</u> | <u>Abstain</u> | <u>Absent</u> | <u>Moved</u> | <u>Second</u> |
|----------------|------------|-----------|----------------|---------------|--------------|---------------|
| Tighe | | | | | | |
| Gibson | | | | | | |
| Feeley | | | | | | |
| Kehner | | | | | | |
| Edwardi | | | | | | |

I HEREBY CERTIFY THAT the foregoing Resolution was duly adopted by the City Council of the City of Sea Isle City at the meeting held on July 12, 2022.

Shannon D. Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION NO. 126 (2022)**

CHANGE ORDER NO. 1

SUBJECT: A resolution authorizing Change Order No.1 for Maintenance Dredging of Municipal Lagoons, Venician Road Area, Yacht Club Area & 38th Street Area, City of Sea Isle City, Cape May County, New Jersey, MC Project No. SIC170.

WHEREAS, the City of Sea Isle City has contracted with SumCo Eco-Contracting of Peabody, Massachusetts for Maintenance Dredging of Municipal Lagoons, Venician Road Area, Yacht Club Area & 38th Street Area, City of Sea Isle City, Cape May County, New Jersey, MC Project No. SIC170 and;

WHEREAS, throughout this project there have been decreases in certain items of work and the addition of supplemental items and the net decrease in the contract amounts to \$72,762.00 and;

WHEREAS, the nature and reason of the change is to reflect as-built quantities as further described below:

EXTRA ORDER

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|---------------------|--------------------|-----------------|-------------------|---------------|
| - | - | - | - | - |
| TOTAL EXTRAS | | | | \$0.00 |

SUPPLEMENTAL ORDER

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------------------|--|-----------------|-------------------|--------------------|
| S1 | Additional Mobilization, Demobilization & Pipeline to Dredge Rio Delle Ponte at end of Rio Del Affare. | Lump Sum | Lump Sum | \$13,000.00 |
| TOTAL SUPPLEMENTALS | | | | \$13,000.00 |

REDUCTION ORDER

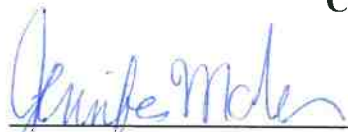
| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|-------------------------|---|-----------------|-------------------|--------------------|
| 2. | Channel Dredging – Residential Lagoons & 38 th Street, Street End. | 2,431.00 | \$16.00 | \$38,896.00 |
| 3. | Channel Dredging – Commercial Lagoons | 2,343.30 | \$20.00 | \$46,866.00 |
| TOTAL REDUCTIONS | | | | \$85,762.00 |

| | | | |
|--|--------------|--------------|--------------|
| Amount of Original Contract | \$944,892.00 | Extras | \$0.00 |
| Amount of Change Order No. 1 | -\$72,762.00 | Reductions | -\$85,762.00 |
| | | Supplemental | \$13,000.00 |
| ADJUSTED AMOUNT OF CONTRACT BASED ON CHANGE ORDER NO. 1 \$872,130.00 | | | |
| 7.70 % DECREASE IN CONTRACT | | | |

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Sea Isle City, New Jersey, that:

- 1) The foregoing facts are hereby ratified and affirmed.
- 2) The allegations of the preamble hereto are incorporated herein as is set forth in full.
- 3) The amount of Change Order No. 1 is -\$72,762.00.
- 4) The adjusted amount of the contract based on Change Order No. 1 is \$872,130.00
- 5) The appropriate city officials are herewith authorized and instructed to do all things necessary to carry out the intention of this resolution.
- 6) The authorization for the proper officials to execute Change Order No. 1 be and is hereby given.

CERTIFICATION OF FUNDS



Jennifer McIver, CFO

Mary L. Tighe, Council President

Recorded Vote:

| Council | Yes | No | Abstain | Absent | Moved | Second |
|---------|-----|----|---------|--------|-------|--------|
| Feeley | | | | | | |
| Edwardi | | | | | | |
| Kehner | | | | | | |
| Tighe | | | | | | |
| Gibson | | | | | | |

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, July 12, 2022.

Shannon Romano, Municipal Clerk

500 Scarborough Drive
Suite 108
Egg Harbor Township N.J. 08234
Main: 877 627 3772
Colliersengineering.com



Engineering
& Design

June 20, 2022

Via Email & Hand Delivery

Shannon Romano, RMC
City of Sea Isle City
233 John F. Kennedy Blvd
Sea Isle City, NJ 08243

Maintenance Dredging of Municipal Lagoons
Venicean Road Area, Yacht Club Area & 38th Street Area
City of Sea Isle City, Cape May County, New Jersey
Colliers Engineering & Design Project No. SIC170

Dear Shannon,

Please find enclosed Change Order Resolution No. 1 relative to the above referenced project.

Change Order No.1 will decrease the contract amount from the original contract amount of \$944,892.00 to a new contract amount of \$872,130.00. This results in a net decrease in the original contract in the amount of -\$72,762.00 or a decrease of 7.70%.

Would you please place this resolution on the agenda for the July 12, 2022, council meeting?

If you should have any questions concerning the enclosed resolution, please feel free to call me.

Sincerely,

Colliers Engineering & Design

d/b/a Maser Consulting, PA

A handwritten signature in blue ink, appearing to read "Andrew A. Previti".

Andrew A. Previti, P.E.
Municipal Engineer

cc: George Savastano, PE, Business Administrator (via email)
Jennifer McIver, CFO (via email)
Missy Morrissey, Principal Account Clerk (via email)

R:\Projects\IO-T\SIC1\SIC170\Correspondence\OUT\220520_Romano Change Order Resolution Letter.docx

RESOLUTION NO. 127 (2022)

Shannon D. Romano, Municipal Clerk