

**MINUTES OF
REGULAR COMMISSION MEETING
CITY OF MARGATE**

JULY 6, 2023

MARGATE CITY, NEW JERSEY

Meeting Called to Order – 6:00 p.m.

Statement of Compliance with the Open Public Meetings Act:

The notice requirements of the Open Public Meetings Act for this meeting have been satisfied; a copy of the Annual Meetings Notice was sent to the Atlantic City Press, and the Star Ledger, posted on the Bulletin Board in the Municipal Building, the Municipal Website, and filed in the office of the Municipal Clerk.

Johanna Casey, City Clerk: Reads the statement of compliance, followed with the flag salute and roll call is taken.

Roll Call – Board of Commissioners:

Mayor Collins, Commissioner Blumberg and Commissioner Horn were present. Chief Dan Adams, Chief Matthew Hankinson, Lisa McLaughlin, Johanna Casey, Kenneth Mosca and Scott Abbott, Esquire were also present.

Swearing in of Fire Personnel:

Chief Adams: Introduces Kyle Deroo and Daniel Campbell , who are being sworn in as a Margate City fire personnel.

Commissioner Horn-Performs the swearing in of new fire personnel

Approval of Minutes:

The minutes from the May 16, 2023 swearing in ceremony and the June 15, 2023 Workshop/Capital & Regular Meeting were approved as read on motion by Commissioner Horn, seconded by Mayor Collins, with a vote of three ayes.

Public Comment:

Steve Jasiecki , 112 N. Lancaster Ave.: Speaks on Sustainable Margate Green Team activities.

Shawn Ashmen , 429 N. Gladstone Ave.: Is the owner of Ashmen Pools and Spas. Presents a proposal to modify the moratorium on the installation of pools from June 15 through September 15.

Mayor Collins: Requests Shawn Ashmen to give a copy of the proposal to Ken Mosca, Municipal Administrator.

Randy Herbitz, 9200 Atlantic Ave.: Speaks on the noise level of underage teens on Washington Avenue in the evening, enforcement of curfews and issues with destruction of property.

Jeff Herbitz, 9200 Atlantic Ave.: Speaks on the lack of police presence on Washington Avenue and the beach, and the police needing to be more assertive with underage teenagers hanging out.

Chief Hankinson: States he will be happy to address their issues after the meeting.

Scott Becker, 9 N. Decatur Ave.: Owner of Revolution Builders. Speaks on reasons why the moratorium for the installation of pools from June 15 to September 15 should be rescinded.

Seeing that there were no more comments, a motion to close public comment was put forth by Commissioner Horn, and seconded by Mayor Collins, with a vote of three ayes.

Public Comment (Resolutions and Ordinance Adoption Only):

Seeing that there were no comments, a motion to close public comment on Resolutions and Ordinances for adoption only was put forth by Commissioner Horn, and seconded by Mayor Collins, with a vote of three ayes.

Ordinances: Introduction – None**Ordinances: Adoption**

Johanna Casey: Reads Ordinance #08-2023 by title.

A motion for adoption of **Ordinance #08-2023**, authorizing rescinding Ordinance No.14-2022, was put forth by Mayor Collins, Seconded by Commissioner Horn, with a vote of three ayes.

ORDINANCE NO.08 of 2023**AN ORDINANCE RESCINDING ORDINANCE NO. 14-2022 AN ORDINANCE AMENDING AND SUPPLEMENTING THE MARGATE CITY MUNICIPAL CODE CHAPTER 215, PROPERTY MAINTENANCE; §215-3, REGISTRATION AND INSPECTION OF CERTAIN RENTAL UNITS, APARTMENTS AND DWELLING UNITS TO IMPOSE INSPECTION REQUIREMENTS FOR LEAD BASED PAINTS**

WHEREAS, the Board of Commissioners of the City of Margate, County of Atlantic are desirous to rescind Ordinance No. 14-2022, An Ordinance Amending and Supplementing the Margate City Municipal Code Chapter 215, Property Maintenance; §215-3, Registration and Inspection of Certain Rental Units, Apartments and Dwelling Units to Impose Inspection Requirements for Lead Based Paints; and

WHEREAS, §215-3 of the City's Code currently contains ordinances which refers to property Maintenance; Additions, insertions and changes; and

WHEREAS, the Board of Commissioners of the City of Margate City is desirous of rescinding Ordinance No. 14-2022 so as to enact an ordinance which will address Lead Base Inspections in §223-4 Inspections.

NOW THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey, as follows:

SECTION 2: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency only.

SECTION 3: This ordinance shall take effect upon its final passage and publication as required by law.

Michael Collins, Mayor

Maury Blumberg, Commissioner

Catherine Horn, Commissioner

Board of Commissioners of the City of Margate City, NJ

Johanna Casey: Reads Ordinance #09-2023 by title.

Commissioner Blumberg: For the record, the ordinance to be adopted is Ordinance #09-2023.

A motion for adoption of **Ordinance #09-2023**, authorizing amending Municipal Code Chapter 223, Property Maintenance; Chapter 223, Section 3 Registration and Inspection of Certain Rental Units, Apartments and Dwelling Units to Impose Inspection Requirements for Lead Based Paints, was put forth by Commissioner Horn, Seconded by Mayor Collins, with a vote of three ayes.

ORDINANCE NO. 09- 2023

**AN ORDINANCE AMENDING AND SUPPLEMENTING THE
MARGATE CITY MUNICIPAL CODE CHAPTER 223,
PROPERTY MAINTENANCE; §223-3, REGISTRATION AND
INSPECTION OF CERTAIN RENTAL UNITS, APARTMENTS
AND DWELLING UNITS TO IMPOSE INSPECTION
REQUIREMENTS FOR LEAD BASED PAINTS**

WHEREAS, in July of 2021, Governor Murphy signed into law P.L. 2021, c. 182, which legislation amended the Lead Hazard Assistance Act (N.J.S.A) 52:27D-437.1, et seq.) as same pertains to lead-paint hazards in residential properties; and

WHEREAS, the aforesaid legislation requires municipalities to either perform inspections of certain single-family, two-family and multiple rental dwellings for lead-based hazards, or to permit the dwelling owner or landlord to directly hire a certified lead evaluation contractor; and

WHEREAS, Chapter 223 of the City's Code currently contains ordinances which provide oversight and control of the residential rental units in the City; and

WHEREAS, the Board of Commissioners of the City of Margate City is desirous of amending and supplementing these ordinances so as to enact a program requiring inspections on certain rental units to alleviate lead-based paint hazards in certain rentals.

NOW THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey, as follows:

1. Chapter 223-4.1, Lead-Based Paint Evaluation Report.

A. At the time of the filing of the License Application referred to in Subsection 223-2 *et seq.*, or at the time of any License amendment due to tenant turnover, every owner shall present to the Code Enforcement Office notice of the last tenant turnover date, as well as a valid lead-based paint evaluation unless specifically exempt as hereinafter provided. No License shall be issued by the City until this lead-based paint evaluation has been provided to the City's satisfaction.

B. Should the evaluation report identify lead-based hazards, then the owner shall remediate the hazards through abatement or lead-based hazard control mechanisms. The remediation shall be confirmed through a subsequent lead-based hazard inspection. The identification of a lead-based hazard will result in the City, or the inspector retained to conduct such inspections, providing notification of same to the Commissioner of Community Affairs.

C. In the event that the inspection of a rental unit does not result in a satisfactory inspection, such property shall not thereafter be registered and shall not be licensed and the owner of the property or agent shall not lease or

rent or allow occupancy of such property nor shall any tenant occupy such property until the necessary corrections have been made so as to bring the property and rental unit into compliance with the applicable code requirements pertaining to lead-based paint.

D. If there are no findings of lead-based paint hazard in the initial or any subsequent inspection conducted, the lead-based paint evaluation inspector or representative of the City shall certify the unit as lead-safe on a form prescribed by the Department of Community Affairs. This lead-safe certificate shall be valid for three years. A copy of the certificate shall be provided to tenants of the unit at inspection.

E. Notwithstanding the provisions of Subsections A-D above, a dwelling unit, a single family, two family or rental dwelling shall not be subject to inspection evaluation for the presence of lead-based paint hazards if the unit:

1. Has been certified to be free of lead-based paint;
2. Has previously been inspected and three years will not have passed before the next required registration of the property and there has not been a tenant turnover since the last inspection;
3. Was constructed during or after 1978;
4. Is in a multiple dwelling that has been registered with the Department of Community Affairs as a multiple dwelling for at least ten (10) years either under the current owner or a previous owner and has no outstanding lead violations for the most recent cyclical inspection performed in the multi-dwelling under the Hotel Multiple Dwelling law, *N.J.S.A 50:13A-1 et seq.*
5. Is a single family or two family seasonal rental dwelling which is rented for less than six (6) months during each year by tenants that do not have consecutive lease renewals.

SECTION 2: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency only.

SECTION 3: This ordinance shall take effect upon its final passage and publication as required by law.

Michael Collins, Mayor

Cathy Horn, Commissioner

Maury Blumberg, Commissioner

Board of Commissioners of the City of Margate City, NJ

Resolutions:

A motion to adopt **Resolution #152-2023**, authorizing bill payments and claims, was put forth by Commissioner Horn, Seconded by Mayor Collins, with a vote of three ayes.

**RESOLUTION #152-2023
PAYMENTS OF CLAIMS
MARGATE CITY BILL LIST / PAYROLL
July 6, 2023**

WHEREAS, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey are in receipt of the semimonthly claims submitted by the Chief Financial Officer for payment:

BILLS LIST AMOUNT: \$ 4,390,260.14

PREVIOUSLY PAID: \$ 34,792.69

PAYROLL ACCOUNT – June 29, 2023

CURRENT ACCOUNT \$ 524,273.09

WATER & SEWER \$ 55,107.36

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners does hereby approve the Margate City Bill List / Payroll, and that all claims and bills attached here to be paid in full.

June 30, 2023
11:24 AMCity of Margate City
Purchase Order Listing By P.O. Number

Page No: 1

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Vendors: All
 Rcvd Batch Id Range: First to Last

Open: N
 Rcvd: Y
 Bid: Y

Paid: N
 Held: N
 State: Y

Void: N
 Aprv: N
 Other: Y
 Exempt: Y

First Enc Date Range: First to 07/06/23
 Include Non-Budgeted: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-00184	01/27/22	ACTION U ACTION UNIFORM CO. LLC	Uniforms	Open	12,150.00	0.00	
22-00387	03/09/22	REMGTO REMINGTON & VERNICK Contract No: U1680002	Muni Building Renov. admin	Open	1,233.25	0.00	C
22-00430	03/17/22	REMGTO REMINGTON & VERNICK Contract No: U1700002	2021 Road program admin/observ	Open	15,361.00	0.00	C
22-00697	05/31/22	REMGTO REMINGTON & VERNICK Contract No: U1750001	22 State Aid design-winchester	Open	76.50	0.00	C
22-01019	09/02/22	RAWALTER R.A. WALTERS & SON INC. Contract No: U1720000	20/21 CDBG Knight & Union Ave	Open	60,760.00	0.00	C
22-01025	09/02/22	REMGTO REMINGTON & VERNICK Contract No: U1720002	20/21 CDBG admin/observation	Open	1,569.25	0.00	C
22-01439	12/30/22	REMGTO REMINGTON & VERNICK Contract No: T4660001	Flood warning & Response Plan	Open	2,191.50	0.00	C
22-01440	12/30/22	REMGTO REMINGTON & VERNICK Contract No: T4680001	GIS Hosting Services-Muni Web	Open	896.00	0.00	C
23-00002	01/06/23	NJDIVPEN NJ DIV OF PENSION & BENEFITS	employee health	Open	238,830.44	0.00	B
23-00003	01/09/23	SAMS Sam's Club	Supplies	Open	204.02	0.00	
23-00004	01/09/23	ATLCOJIF ATLANTIC CO MUN JOINT INS FUND	2023 JIF Assessment	Open	251,774.00	0.00	
23-00007	01/09/23	LIBRARY MARGATE CITY FREE LIBRARY	2023 LIBRARY FUNDING	Open	470,720.00	0.00	
23-00016	01/09/23	SWIFT LA James P. Swift, Jr. Contract No: C2300001	2023 Public Defender	Open	400.00	0.00	C
23-00017	01/09/23	STEIN005 Steiner Law Office, P.C. Contract No: C2300002	2023 Alt Public Defender	Open	250.00	0.00	C
23-00018	01/09/23	SEASIO05 Seaside Serenity Counseling Contract No: C2300003	2023 Employee Assistance Prgm	Open	465.00	0.00	C
23-00027	01/09/23	VITAL Vital Communications, INC Contract No: C2300012	2023 Tax Assessment services	Open	1,487.50	0.00	C
23-00028	02/01/23	RELIA005 Reliance Standard Life Contract No: C2300013	Supplemental Life and AD&D	Open	447.29	0.00	C
23-00029	01/09/23	VIDEO MOBILE DREDGING VIDEO PIPE INC Contract No: C2300014	2023 Cleaning of Sewer System	Open	53,527.50	0.00	C
23-00053	01/10/23	NAPA AU Val-U Auto LLC	VEHICLE MAINTENANCE SUPPLIES	Open	428.06	0.00	
23-00054	01/10/23	WB MASON W.B. MASON CO., INC.	DEPARTMENT SUPPLIES	Open	642.00	0.00	
23-00064	01/10/23	OLD CAPE OLD CAPE, INC.	Concrete / Asphalt Mix	Open	525.25	0.00	
23-00065	01/10/23	DOCUTREN Docutrend Inc.	copier contract	Open	21.75	0.00	B
23-00068	01/10/23	VERIZ010 Verizon Connect NwF, Inc.	GPS monitoring	Open	114.00	0.00	B
23-00072	01/10/23	WB MASON W.B. MASON CO., INC.	janitorial supplies	Open	865.07	0.00	B
23-00081	01/10/23	ATLAN005 Atlanticare Physician Group PA Contract No: C2200016	Medical Surveillance	Open	580.00	0.00	C
23-00098	01/11/23	MARGBDED MARGATE CITY BD OF EDUCATION	School Tax Payments	Open	874,839.84	0.00	B
23-00099	01/11/23	BARRIER BARRIER PEST CONTROL LLC	2023 Exterminating Services	Open	675.00	0.00	
23-00101	01/11/23	BROWNBRWN Brown & Brown Metro, LLC Contract No: C2200025	2023 Health Broker Services	Open	1,041.67	0.00	C
23-00102	01/11/23	WB MASON W.B. MASON CO., INC.	Finance Office Supplies	Open	173.98	0.00	
23-00109	01/11/23	SJ GAS1 South Jersey Gas Company	South Jersey Gas	Open	2,171.49	0.00	
23-00111	01/11/23	PBC PROFESSIONAL BENEFIT Contract No: C2200026	2023 Health Broker Services	Open	1,041.67	0.00	C
23-00115	01/11/23	AMAZO005 Amazon Capital Services, Inc.	Fire Department Supplies 2023	Open	785.59	0.00	

REGULAR MEETING MINUTES

JULY 6, 2023

June 30, 2023
11:24 AMCity of Margate City
Purchase Order Listing By P.O. Number

Page No: 2

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
23-00125	01/12/23	GROFF005 GT Mid Atlantic LLC	CASE Supplies	Open	692.50	0.00	
23-00128	01/12/23	NAPA AU Val-U Auto LLC	ST Vehicle Maintenance - Jan	Open	450.54	0.00	
23-00130	01/12/23	ORCHARDS ORCHARDS HYDRAULIC SERVICE, INC	Hydraulic Parts	Open	70.02	0.00	
23-00143	01/06/23	GLOUCEST GLOUCESTER CTY POLICE ACADEMY	TRAINING	Open	90.00	0.00	
23-00144	01/13/23	GENTILIN GENTILINI FORD, INC.	VEHICLE PARTS	Open	467.54	0.00	
23-00146	01/13/23	VERALPH V.E. RALPH & SON, INC.	Medical Supplies - 2023	Open	500.00	0.00	
23-00148	01/13/23	SAMS Sam's Club	Fire Department Supplies 2023	Open	44.54	0.00	
23-00166	01/17/23	CAPRIONI CAPRIONI PORTABLE TOILETS INC.	Monthly Rental/Serv-Winchester	Open	6,070.00	0.00	
23-00177	01/18/23	AE STONE A.E. STONE, INC.	Hot Patch	Open	661.96	0.00	
23-00180	01/19/23	LOWES Lowe's Commercial Services	PW front bathroom	Open	313.33	0.00	
23-00182	01/19/23	NAPA AU Val-U Auto LLC	W/S Vehicle Auto Parts - Jan	Open	1,910.73	0.00	
23-00187	01/20/23	WB MASON W.B. MASON CO., INC.	PW Building Supplies	Open	221.67	0.00	
23-00188	01/20/23	WB MASON W.B. MASON CO., INC.	Clerk's Office Supplies 2023	Open	50.55	0.00	
23-00189	01/18/23	LISA MCL LISA MCLAUGHLIN	expense reimbursement	Open	161.00	0.00	
23-00194	01/23/23	PEDRONI PEDRONI FUEL COMPANY	Fuel Gas/Diesel	Open	11,072.81	0.00	
23-00210	01/24/23	WITMER Witmer Public Safety Group Inc	Fire Dept. Equipment - 2023	Open	172.18	0.00	
23-00218	01/26/23	G MEDOFF Geraldine Medoff	Tai-Chi & Chair Yoga Classes	Open	400.00	0.00	
23-00219	01/26/23	M JEWITT Margaret Jewitt	Exercise Class	Open	400.00	0.00	
23-00221	06/12/23	NAPA AU Val-U Auto LLC	Parts - F-25 Prev. Maintenance	Open	125.07	0.00	
23-00242	01/31/23	WITMER Witmer Public Safety Group Inc	Fire Department Equipment	Open	506.65	0.00	
23-00273	02/06/23	SOMERS P SOMERS POINT LUMBER, INC.	Municipal Building	Open	2,697.82	0.00	
23-00312	02/09/23	REVENUEG Coronis Health RCM, LLC	ambulance transport billing	Open	535.24	0.00	
23-00330	02/15/23	MIRACLE MIRACLE CHEMICAL COMPANY	Sodium Hypochlorite	Open	3,162.00	0.00	
23-00341	03/20/23	AMER TM American Trade Mark Co.	Magnetic Firefighter Tags	Open	26.35	0.00	
23-00359	02/24/23	REMINGTO REMINGTON & VERNICK	Tax Map Services for Reval	Open	13,164.50	0.00	C
		Contract No: T4700001					
23-00398	02/27/23	NJEMERGE NJ EMERGENCY PREPAREDNESS ASSO	Registration NJEPA Conference	Open	200.00	0.00	
23-00425	06/14/23	SJCAA SJCAA	SJCAA Seminar	Open	70.00	0.00	
23-00427	03/13/23	PALER005 Palermo-BFC	Firehouse #1 flood protection	Open	27,819.26	0.00	C
		Contract No: U1480000					
23-00439	03/13/23	TACTICAL TACTICAL PUBLIC SAFETY LLC	RADIO EQUIPMENT/REPAIR	Open	364.80	0.00	
23-00452	03/21/23	JOHANNAC JOHANNA CASEY	mileage reimbursement	Open	34.91	0.00	
23-00490	03/29/23	ACTION U ACTION UNIFORM CO. LLC	Various Fire Department Items	Open	937.00	0.00	
23-00491	03/29/23	WB MASON W.B. MASON CO., INC.	Pavilion Supplies	Open	614.54	0.00	
23-00526	04/04/23	USABLU USA BLUEBOOK	Pump Station Supplies	Open	943.90	0.00	
23-00528	04/04/23	SCHOPPY Wm. Schoppy, Inc.	Memorial Plaques	Open	159.99	0.00	
23-00575	04/13/23	ATLANTIC ATLANTIC COAST ALARM, INC.	Network Upgrade- Police Dept	Open	95,795.00	0.00	C
		Contract No: C2300022					
23-00579	04/01/23	RPS Royal Printing Service	Printing for Election Ballots	Open	130.07	0.00	
23-00580	04/14/23	MONMOUTH Monmouth Telecom	Telephone equipment & install	Open	17,973.70	0.00	C
		Contract No: C2300023					
23-00622	04/20/23	PERFECTC Perfect Communications	July 4th mailing	Open	5,114.20	0.00	
23-00634	04/25/23	BLUE3065 BLUE 360 MEDIA, LLC	Law Enforcement Handbooks	Open	83.75	0.00	
23-00638	04/25/23	CAPEMAY CAPE MAY COUNTY TREASURER	Summer Camp Trip	Open	554.00	0.00	
23-00676	05/01/23	REMINGTO REMINGTON & VERNICK	NJEIT/Water Meter Replacement	Open	741.00	0.00	C
		Contract No: T4710001					
23-00681	02/02/23	REMINGTO REMINGTON & VERNICK	Sig Rimm Batting Cages-Admin	Open	1,432.50	0.00	C
		Contract No: U1760002					
23-00682	02/16/23	REMINGTO REMINGTON & VERNICK	Sig Rimm tennis courts-Admin	Open	6,068.75	0.00	C
		Contract No: U1800002					
23-00683	05/03/23	REMINGTO REMINGTON & VERNICK	2022 Road Program- Admin/Obser	Open	26,009.25	0.00	C
		Contract No: U1780002					
23-00688	05/03/23	REMINGTO REMINGTON & VERNICK	Library Park Bldg & Site Eval	Open	7,914.00	0.00	C
		Contract No: T4640001					

June 30, 2023
11:24 AMCity of Margate City
Purchase Order Listing By P.O. Number

Page No: 3

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
23-00689	05/03/23	REMGTO REMINGTON & VERNICK Contract No: U1870001	Sig Rimm Basketball Ct design	Open	1,931.00	0.00	C
23-00690	05/03/23	REMGTO REMINGTON & VERNICK Contract No: U1810001	Renovate Admin Office-Design	Open	13,125.00	0.00	C
23-00691	05/03/23	REMGTO REMINGTON & VERNICK Contract No: U1840001	FY23 NJDOT-winchester design	Open	870.00	0.00	C
23-00692	05/03/23	REMGTO REMINGTON & VERNICK Contract No: U1830001	2023 Road Program-design	Open	1,989.00	0.00	C
23-00693	05/03/23	REMGTO REMINGTON & VERNICK Contract No: U1820001	Redevelop well #8- Design	Open	612.00	0.00	C
23-00697	05/03/23	REMGTO REMINGTON & VERNICK Contract No: T4720001	Tax Year 2023 Tax Map Maint	Open	1,212.00	0.00	C
23-00718	05/09/23	GALLOWAY GALLOWAY WHOLESALE NURSERY LLC	2023 City Flowers	Open	729.00	0.00	
23-00731	05/10/23	LA JOLLA LA JOLLA SPORT USA	2023 Board Shorts Order	Open	743.65	0.00	
23-00744	05/12/23	GIANNONE CHRIS GIANNONE PLUMBING,	Dishwasher Install	Open	400.00	0.00	
23-00746	05/15/23	SAMS Sam's Club	Fire Department Supplies	Open	497.62	0.00	
23-00747	06/01/23	OCEANCOM Ocean Computer Group, Inc. Contract No: C2300026	IT Managed Service	Open	10,932.18	0.00	C
23-00771	05/19/23	ATLANTCC Atlantic Coast Concrete &	Playground Concrete	Open	3,000.00	0.00	
23-00772	05/19/23	SITEONE SITEONE LANDSCAPE SUPPLY LLC	Landscape Supplies	Open	178.55	0.00	
23-00776	05/22/23	IMMACULA Immaculate Apparel	Summer Camper Tshirts	Open	1,420.00	0.00	
23-00790	02/28/23	LEXIP005 Lexipol LLC	MAINTENANCE	Open	14,813.40	0.00	
23-00829	06/20/23	J SCOTT John Scott Abbott, Esq. Contract No: C2300028	City Solicitor6/20/23-12/31/23	Open	7,350.00	0.00	C
23-00832	05/31/23	AMAZO005 Amazon Capital Services, Inc.	Barcode Scanner/Bill Pens	Open	1,431.44	0.00	
23-00839	06/02/23	AD COMM A&D Commercial Painting, LLC	Gladstone Pump Station	Open	5,200.00	0.00	
23-00840	06/02/23	JILLY005 Jilly's T-Shirt Factory, LLC	Tshirts and Uniforms	Open	1,715.50	0.00	
23-00845	06/05/23	ALLEG005 Allegra Marketing Print & Mail	PD Printing	Open	495.00	0.00	
23-00853	06/06/23	AMAZO005 Amazon Capital Services, Inc.	PW Supplies	Open	113.87	0.00	
23-00854	06/06/23	STAPLCRE Staples Business Credit	Printer Cartridges and Supplie	Open	1,535.56	0.00	
23-00857	06/07/23	DOMINO10 Dominic Gitto	Fingerprinting Reimbursement	Open	56.50	0.00	
23-00858	06/08/23	FROMUTH Fromuth Tennis	Tennis Supplies	Open	1,690.15	0.00	
23-00862	06/08/23	AMAZO005 Amazon Capital Services, Inc.	Shelving for Storage BA	Open	824.97	0.00	
23-00864	06/08/23	AMAZO005 Amazon Capital Services, Inc.	City Flags	Open	1,173.20	0.00	
23-00865	06/08/23	TRYSTONE Trystone Capital Assets, LLC	Lien Redemption Cert #22-00003	Open	6,903.29	0.00	
23-00871	06/12/23	WINNER Winner Ford Inc.	Vehicles/Vehicle Supplies	Open	700.00	0.00	
23-00872	06/09/23	EMSAR005 EMSAR	Stair Chair Parts for Repair	Open	88.13	0.00	
23-00874	06/13/23	LAURE005 Lauren Caracciolo	Refund - Summer Camp	Open	650.00	0.00	
23-00875	06/13/23	MEGAN005 Megan Reeves	Reimbursement - Background che	Open	56.50	0.00	
23-00876	06/13/23	NEWJE015 New Jersey Coastal Coalition	2022 MJPPI Membership Fee	Open	750.00	0.00	
23-00877	06/13/23	PHOTOGRA PHOTO GRAPHICS PHOTOGRAPHY	Photos of Public Events	Open	820.00	0.00	
23-00878	06/13/23	USABLUE USA BLUEBOOK	W/S Supplies	Open	1,791.02	0.00	
23-00879	06/13/23	BRUCE015 Bruce Hunt	Reimburse-Background Check	Open	24.50	0.00	
23-00880	06/13/23	TAMAR005 Tamara Pizagno	Reimburse-Background Check	Open	24.50	0.00	
23-00881	06/13/23	TIMWI005 Tim Windfelder	Reimburse-Background Check	Open	24.50	0.00	
23-00882	06/13/23	TRACY005 Tracy DiMaria	Reimburse-Background Check	Open	24.50	0.00	
23-00883	06/13/23	JULIE005 Julie Miranda	Refund-Summer Camp	Open	1,300.00	0.00	
23-00885	06/14/23	GRAINGER WW GRAINGER INC.	Replacement rubber- door stops	Open	19.40	0.00	
23-00886	06/14/23	GARYGLAS GARY M. GLASS, M.D.	EMPLOYEE EVALUATIONS	Open	350.00	0.00	
23-00887	06/14/23	GOODYEAR GOODYEAR AUTO SERVICE	TIRES	Open	354.78	0.00	
23-00888	06/14/23	WB MASON W.B. MASON CO., INC.	WB Mason Court supplies	Open	28.99	0.00	
23-00890	06/15/23	MATTHEW MATTHEW BENDER & COMPANY, INC.	Subscription	Open	72.08	0.00	
23-00892	06/15/23	AMAZO005 Amazon Capital Services, Inc.	Street / PW Supples	Open	479.32	0.00	
23-00893	06/16/23	PREFERRD Preferred Choice Supply Co.	Sewer Lids - 4 inch	Open	1,723.60	0.00	

June 30, 2023
11:24 AM

City of Margate City
Purchase Order Listing By P.O. Number

Page No: 4

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
23-00894	06/16/23	THECAST	The Cast Iron Kitchen	Cooking Classes	Open	1,116.00	0.00
23-00899	06/19/23	SITEONE	SITEONE LANDSCAPE SUPPLY LLC	Landscape Supplies	Open	2,021.57	0.00
23-00900	06/19/23	PREFERRD	Preferred Choice Supply Co.	Meter Pits and Lids	Open	5,370.00	0.00
23-00902	06/19/23	CAMPSUPP	Campbell Supply Company, LLC	Sweeper Supplies	Open	1,073.05	0.00
23-00903	06/16/23	UPSESSEX	The UPS Store 6897	Fire Department Shipments	Open	157.88	0.00
23-00905	06/20/23	HOMED308	Home Depot Credit Services	w/S Supplies / Landscape Suppl	Open	982.34	0.00
23-00907	06/15/23	ALERTALL	Alert-All Corp.	Fire Prev. Materials Library	Open	1,599.25	0.00
23-00908	06/20/23	ACPRESS5	Press of Atlantic City	Employment Advertisement	Open	464.25	0.00
23-00911	06/20/23	ST OF NJ	ST OF NEW JERSEY -PWT	2023 NJ PWT - 2nd Quarter	Open	1,063.00	0.00
23-00914	06/21/23	TRYSTONE	Trystone Capital Assets, LLC	Lien Redemption Cert #22-00004	Open	47,655.64	0.00
23-00915	06/21/23	WB MASON	W.B. MASON CO., INC.	Office Supplies	Open	21.98	0.00
23-00916	06/21/23	STAPLCRE	Staples Business Credit	Office Supplies	Open	37.81	0.00
23-00917	06/21/23	PREFERRD	Preferred Choice Supply Co.	Sewer Supplies	Open	385.00	0.00
23-00918	06/21/23	HUBER	HUBER LOCKSMITHS, INC.	Gladstone Pump Station/ well 7	Open	510.00	0.00
23-00919	06/21/23	MARGATEB	Downbeach Express	Margate Bridge Pass Replenish	Open	3,000.00	0.00
23-00920	06/22/23	SITEONE	SITEONE LANDSCAPE SUPPLY LLC	Landscaping Supplies	Open	110.78	0.00
23-00921	06/22/23	GALLOWAY	GALLOWAY WHOLESALE NURSERY LLC	City Flowers	Open	225.00	0.00
23-00923	06/22/23	CHILDSPL	Childs Play Challenge Courses	Summer Camp Special Event	Open	1,348.00	0.00
23-00924	06/22/23	NJRPA	New Jersey Recreation and	Membership Dues	Open	815.00	0.00
23-00930	06/22/23	USABLU	USA BLUEBOOK	w/S Supplies	Open	368.71	0.00
23-00931	06/22/23	MOSSMANS	MOSSMANS BUSINESS MACHINE INC	IT work 6/19/2023	Open	225.00	0.00
23-00932	06/23/23	PROFORMA	PROFORMA DYNAMIC RESOURCES	Signs	Open	98.20	0.00
23-00933	06/23/23	HUBER	HUBER LOCKSMITHS, INC.	Service Call	Open	150.00	0.00
23-00937	06/23/23	VENTNOR	CITY OF VENTNOR CITY	Ventnor Pump Stn- Interlocal	Open	3,550.00	0.00
23-00940	06/26/23	EDMUNDS	Edmunds GovTech Inc.	Blank Tax Bills	Open	68.00	0.00
23-00942	06/26/23	LA JOLLA	LA JOLLA SPORT USA	Fire Department Board Shorts	Open	1,247.25	0.00
23-00943	06/26/23	EMSAR005	EMSAR	EMS Maintenance - Fire Dept.	Open	1,350.00	0.00
23-00944	06/27/23	CHASEMAN	CHASE MANHATTAN BANK	2016 Bond principal	Open	1,380,000.00	0.00
23-00945	06/27/23	CITYCUR	CITY OF MARGATE CURRENT ACCT	Utility debt due to Current	Open	363,337.50	0.00
23-00946	06/27/23	CHASEMAN	CHASE MANHATTAN BANK	Bond interest GO, WS, School	Open	243,712.50	0.00
23-00947	06/27/23	MARTI010	Martin Kenny	Chess Camp	Open	800.00	0.00
23-00948	06/27/23	TRACEY	Tracey Blake	Gymnastics Camp	Open	1,920.00	0.00
23-00949	06/27/23	ALLEG005	Allegra Marketing Print & Mail	letterhead/cards	Open	845.00	0.00
23-00957	06/15/23	VERALPH	V.E. RALPH & SON, INC.	Beach Patrol EMS Supplies	Open	1,230.49	0.00
Total Purchase Orders: 157 Total P.O. Line Items: 0 Total List Amount: 4,390,260.14 Total Void Amount: 0.00							

June 30, 2023
11:24 AM

City of Margate City
Purchase Order Listing By P.O. Number

Page No: 5

Totals by Year-Fund	Fund	Budget Total	Revenue Total	G/L Total	Total
Fund Description					
APPROPRIATIONS	2-01	12,603.50	0.00	0.00	12,603.50
APPROPRIATIONS	3-01	3,646,177.00	0.00	0.00	3,646,177.00
	3-05	440,993.18	0.00	0.00	440,993.18
Year Total:		4,087,170.18	0.00	0.00	4,087,170.18
	C-04	269,439.21	0.00	0.00	269,439.21
	C-06	11,100.25	0.00	0.00	11,100.25
Year Total:		280,539.46	0.00	0.00	280,539.46
	T-09	6,111.00	0.00	0.00	6,111.00
	T-14	3,836.00	0.00	0.00	3,836.00
Year Total:		9,947.00	0.00	0.00	9,947.00
Total of All Funds:		4,390,260.14	0.00	0.00	4,390,260.14

City of Margate
Additional Bill List - Previously Paid

For meeting on 7/6/2023

Current Fund	PO #	Vendor	Description	Amount	Date Paid	Check #
	23-00107	AC Electric	Various Temp bills	\$ 212.77	6/23/2023	89581
	23-00105	AC Electric	Various General Bills	\$ 10,870.15	6/23/2023	89583
	23-00106	AC Electric	Various Street lights	\$ 834.21	6/23/2023	89584
Total Current Account				\$ 17,917.13		
Water Sewer	PO #	Vendor	Description	Amount	Date Paid	Check #
	23-00108	AC Electric	Various WS bills	\$ 10,875.50	6/23/2023	64728
Total Water Sewer				\$ 16,875.56		
Total Paid All Funds				\$ 34,792.69		

PAY # 13 CITY OF MARGATE 7/10/2023
ENTER THE DETAIL IN THE CELLS WHENEVER THE AMOUNT IS THE SUM OF MORE THAN ONE NUMBER
PAY PERIOD 6/29/2023

(GET FROM CHECK REGISTER SUMMARY)		PAY FROM:	PAYABLE TO:
CURRENT FUND	497,626.67	Current ck #	PAYROLL ACCT
UTILITY FUND (USE MULTI-ALLOCATION LABOR DISTRIBUTION)			
8000 SEWER	21,201.76		
9000 WATER	33,905.60		
	55,107.36	Water & Sewer ck #	PAYROLL ACCT
TOTAL PAYROLL EXPENSE= TOTAL EARNINGS-SICK BENEFITS-GROUP TERM LIFE	552,734.03		552734.03
EMPLOYER PAYROLL TAXES (USE CHECK REGISTER SUMMARY)			
SOCIAL SECURITY (FICA + MEDICARE	24,785.27		
DISABILITY (SDI + SUI + WFD)	1,411.89		
DCRP	449.25		
TOTAL EMPLOYER EXPENSE	26,646.42	Current ck #	PAYROLL ACCT 579380.45
ADJUSTED GROSS + ER EXPENSE	579,380.45		
(USE CHECK REGISTER SUMMARY)			
GARNISHMENTS (TOTAL DEDUCTIONS + TOTAL CONTRIBUTIONS)	168,241.38	Payroll ck #	PAYROLL DEDUCTION ACCT
INDIVIDUAL CHECKS & DIRECT DEPOSIT (FUNDS COLLECTION REPORT)	411,139.07		
TOTAL PAYROLL EXPENSE	579,380.45		
PROOF	-		

A motion to adopt **Resolution #153-2023**, authorizing a payment to Colmar Home Center, was put forth by Commissioner Horn, Seconded by Mayor Collins, with a vote of two ayes. Mayor Collins abstained form vote.

**RESOLUTION #153-2023
AUTHORIZED PAYMENT - COLMAR HOME CENTER**

WHEREAS, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey are in receipt of the monthly claim as submitted by the Chief Financial Officer for payment as follows:

COLMAR HOME CENTER \$2601.67

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Margate City does hereby approve the Margate City Bill for Colmar Home Center, attached hereto be paid in full.

Consent Agenda:

A motion to adopt the Consent Agenda for **Resolution #154-2023 thru Resolution #164-2023** was put forth by Commissioner Horn, Second by Mayor Collins, with a vote of three ayes.

**R E S O L U T I O N #154-2023
AUTHORIZING CHANGE ORDER #5 (INCREASE)
2021 ROAD PROGRAM**

WHEREAS, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey authorized Resolution #68-2022 on March 17, 2022 awarding a contract to Asphalt Paving Systems, Inc., PO Box 530, Hammonton, NJ 08037 as per their proposal for the 2021 Road Program in an amount of \$1,417,700.00; and

WHEREAS, Ed Dennis, City Engineer, prepared a letter dated June 20, 2022 regarding an increase in Change Order #1 that relates to decrease credit for unused allowances in the amount of \$72,410.00 and an increase due to price adjustments and additional work due to paving the police station parking lot in the amount of \$140,651.02, resulting in an increase of \$68,241.02 and a new contract total of \$1,485,941.02; and

WHEREAS, Ed Dennis, City Engineer, has prepared a letter dated January 5, 2023 regarding an increase in Change Order #2 that relates to additional utility work and a reduction in materials in the amount of \$26,162.25 resulting in a new contract total of \$1,512,103.27; and

WHEREAS, Ed Dennis, City Engineer, has prepared a letter dated February 23, 2023 regarding a decrease in Change Order #3 that relates to additional road work and reduction in materials in the amount of (\$5,887.49) resulting in a new contract total of \$1,506,215.75; and

WHEREAS, Ed Dennis, City Engineer, has prepared a letter dated April 27, 2023 regarding a increase in Change Order #4 that relates to additional road work and increase in materials in the amount of \$973.10 resulting in a new contract total of \$1,507,188.88; and

WHEREAS, Ed Dennis, City Engineer, has prepared a letter dated June 16, 2023 regarding an increase in Change Order #5 that relates to additional utility work, road work and repaving of a road and parking lot in the amount of \$120.98 resulting in a new contract total of \$1,507,309.86; and

WHEREAS, the Chief Financial Officer has certified to the City Commissioners that there are sufficient funds in the amount not to exceed \$120.98 available under Ordinance #01-2021 C-04-55-986-907 for award of this contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey does hereby approve Change Order # 5 (Increase) in the amount \$120.98 to the contract with Asphalt Paving Systems, Inc., PO Box 530, Hammonton, NJ 08037 to the new contract amount \$1,507,309.86.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the following:

- 1. Lisa McLaughlin, Chief Financial Officer
- 2. Ed Dennis, City Engineer
- 3. Asphalt Paving Systems, Inc., PO Box 530, Hammonton, NJ 08037

Certification Of Availability of Funds

This is to certify to the of the City of Margate City that funds for the following resolutions are available.

Contract Amount: 1,507,309.86
Resolution Date: 07/06/23
Resolution Number: 154-2023

Vendor: ASPHALT ASPHALT PAVING SYSTEMS, INC.
PO BOX 530
HAMMONTON, NJ 08037

Contract: U1700000 2021 Road Program

Account Number	Amount	Department Description
C-04-55-986-907	120.98	Ordinance 01-2021
Total	120.98	

Only amounts for the 2023 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Lisa McLaughlin
Chief Financial Officer

RESOLUTION # 155-2023
AUTHORIZING THE CANCELATION OF CONTRACT WITH
VITAL COMMUNICATIONS, INC.
NOW KNOWN AS HARRIS RECORDING SOLUTIONS

WHEREAS, The Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey authorized on December 15, 2022, Resolution #248-2022, 2023 Tax Assessment Services with Vital Communication, Inc January 1, 2023 Through December 31, 2023; and

WHEREAS, it is the desire of the Board of Commissioners of the City of Margate City to cancel said contract due to increase in fees as stated in revised contract from Harris Recording Solutions – Vital Communications Group for continued services; and

WHEREAS, the Vital Communications contract includes the right of cancellation upon 30 day notice.

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey authorize the cancellation of contract with Harris Recording Solutions – Vital Communications, Inc.

**RESOLUTION #156-2023
2023 TAX ASSESSMENT SERVICES
WITH BRT TECHNOLOGIES, LLC
JULY 1, 2023 THROUGH JUNE 30, 2024**

WHEREAS, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey has a need to acquire Tax Assessment Services to assist in the Tax Assessor's Office; and

WHEREAS, the Board of Commissioners of the City of Margate City desire to enter into a contract with BRT Technologies, LLC., 22 Birchwood Lane, Mantua, NJ 08051, for Tax Assessment Services; and

WHEREAS, James Manghan, Margate City Tax Assessor, and Roger McLarnon, Qualified Purchasing Agent, recommend the contract for Tax Assessment Services to be awarded to BRT Technologies, LLC., 22 Birchwood Lane, Mantua, NJ 0805 in the amount of \$25,000.00; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(dd) this purchase can be awarded without competitive bidding; and

WHEREAS, the anticipated term of the contract is for one year and may be extended each year as approved by the Board of Commissioners; and

WHEREAS, the City of Margate City is in receipt of a proposal for a one year contract from BRT Technologies, LLC., 22 Birchwood Lane, Mantua, NJ 0805 in the amount of \$25,000.00; and

WHEREAS, the Chief Financial Officer has certified to the City Commissioners that there are adequate funds available in the amount not to exceed \$25,000.00 under Tax Assessor – Computer & Software Maint 3-01-20-150-212 for the purpose of awarding this contract. Amounts for future years are contingent upon sufficient funds being appropriated in the 2024 budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City hereby authorize the Mayor and City Clerk to execute the award of contract to BRT Technologies, LLC., 22 Birchwood Lane, Mantua, NJ 08051 in the amount of \$25,000.00 for a one year period (July 1, 2023 through June 30, 2024).

BE IT FUTHER RESOLVED that the City Clerk is hereby authorized to advertise this award of contract according to law in the Atlantic City Press and is further authorized to forward a copy of this resolution to the following:

1. BRT Technologies, LLC., 22 Birchwood Lane, Mantua, NJ 08051
2. Lisa McLaughlin, Chief Financial Officer
3. James Manghan, Tax Assessor
4. Roger McLarnon, Qualified Purchasing Agent

Certification Of Availability of Funds

This is to certify to the of the City of Margate City that funds for the following resolutions are available.

Contract Amount: 25,000.00
Resolution Date: 07/06/23
Resolution Number: 156-2023

Vendor: BRTTE005 BRT Technologies LLC
22 Birchwood Lane
Mantua, NJ 08051

Contract: C2300030 Tax Assessment Services
7/1/23-6/30/24

Account Number	Amount	Account Description
3-01-20-150-212	15,000.00	Tax Assessor - Computer & Software Maint
Total	15,000.00	

Only amounts for the 2023 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Lisa McLaughlin
Chief Financial Officer

RESOLUTION #157-2023
AUTHORIZING REFUND OF REDEMPTION
MONIES TO OUTSIDE LIEN HOLDER

WHEREAS, at the Margate City, County of Atlantic, State of New Jersey, Municipal Tax Sale held on December 09, 2022, a lien was sold on Block 504.01 Lot 17, also known as 306 N. Clarendon Avenue in Margate City, for 2021 unpaid taxes and water and sewer; and

WHEREAS, this lien, known as Tax Sale Certificate #22-00004 was sold to Trystone Capital Assets, LLC for 0% redemption fee and a \$37,100.00 (Premium); and

WHEREAS, Certificate #22-00004 has been redeemed in the amount of \$10,555.64.

NOW, THEREFORE, BE IT RESOLVED that the Chief Financial Officer be authorized to issue a check in the amount of \$10,555.64 payable to Trystone Capital Assets, LLC for redemption of Tax Sale Certificate #22-00004.

BE IT FURTHER RESOLVED, that the Chief Financial Officer be authorized to issue a check in the amount of \$37,100.00 (Premium) to the aforementioned lienholder.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the following:

1. Lisa McLaughlin, Chief Financial Officer
2. Tara Mazza, Tax Collector

**RESOLUTION #158-2023
AUTHORIZING RECEIPT OF BIDS
MUNICIPAL BUILDING OFFICE IMPROVEMENTS**

WHEREAS, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey, is desirous of receiving bids for Municipal Building Office Improvements; and

WHEREAS, specifications for the aforesaid items will be on file in the City Clerk's Office, and will be available for inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City that it does hereby authorize the City Clerk to advertise for bids for the aforesaid item as per the specifications on file in the Municipal Clerk's office. Bids will be received by the City Clerk and the bid opening will be conducted in the Municipal All Purpose Room, 9001 Winchester Avenue, Margate City, New Jersey on a date to be determined.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

1. Lisa McLaughlin, Chief Financial Officer
2. Ed Dennis, City Engineer
3. Roger McLarnon, Qualified Purchasing Agent

**R E S O L U T I O N #159-2023
RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND
APPROPRIATION N.J.S.A. 40A:4-87**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount; and

WHEREAS, a grant from the State of NJ Department of Environmental Protection in the amount of THIRTY-SIX THOUSAND FOUR HUNDRED THIRTY-NINE DOLLARS AND SEVEN CENTS (\$36,439.07) has become available to the City of Margate City.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Margate City, Atlantic County, New Jersey hereby requests the Director of the Division of Local Government Services approve the insertion of the following item of revenue into the budget of the year 2023 in the sum of \$36,439.07 which is now available.

BE IT FURTHER RESOLVED that the like sum of THIRTY-SIX THOUSAND FOUR HUNDRED THIRTY-NINE DOLLARS AND SEVEN CENTS (\$36,439.07) is hereby appropriated under the caption "Clean Communities Grant".

**RESOLUTION #160-2023
RESOLUTION CONFIRMING ACCEPTANCE OF
WORK AS COMPLETE
FY2020 & FY2021 CDBG BEACH BULKHEAD ACCESS
KNIGHT AVENUE AND UNION AVENUE**

WHEREAS, the Board of Commissioners of the City of Margate City in the County of Atlantic, State of New Jersey authorized Resolution #177-2022, September 1, 2022, awarding the contract to R.A. Walters and Son, Inc., 18 Hoffman Drive, Cape May Court House, NJ 08210, as per their bid proposal F O R FY2020 and FY2021 Beach Bulkhead Access-Knight Avenue and Union Avenue, in an amount of \$61,900.00; and

WHEREAS, Edward Dennis, City Engineer, has advised in a letter dated June 14, 2023 that the work is completed; and

WHEREAS, the Governing Body desires to establish a date of acceptance of work as complete and to authorize the submission of a Maintenance Bond by the aforesaid contractor.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey that it does hereby confirm and otherwise accept as complete FY2020 and FY2021 Beach Bulkhead Access-Knight Avenue and Union Avenue in the final contract amount of \$60,760.00.

BE IT FUTHER RESOLVED, that the contractor R.A. Walters and Son, Inc., 18 Hoffman Drive, Cape May Court House, NJ 08210 is now hereby authorized to post a Maintenance Bond in said amount of \$60,760.00, which represents 100% of the total construction costs; said Bond to be in effect for a period of two years from the date of acceptance hereby established as of January 20, 2023.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to the following:

1. Lisa McLaughlin, Chief Financial Officer
2. Edward Dennis, City Engineer
3. R.A. Walters and Son, Inc., 18 Hoffman Drive, Cape May Court House, NJ 08210

**RESOLUTION #161-2023
RESOLUTION CONFIRMING ACCEPTANCE OF
WORK AS COMPLETE
SIGMUND S. RIMM RECREATIONAL COMPLEX
TENNIS COURTS 1-4 RECONSTRUCTION**

WHEREAS, the Board of Commissioners of the City of Margate City in the County of Atlantic, State of New Jersey authorized Resolution #44-2023 on February 16, 2023, awarding the contract to Shore Top Construction Corp., 23 Yellowbrook Road, Freehold N.J. 07728, as per their bid proposal for Sigmund S. Rimm Recreational Complex Tennis Courts 1-4 Reconstruction, in an amount of \$289,460.00; and

WHEREAS, Edward Dennis, City Engineer, has advised in a letter dated June 14, 2023 that the work is completed; and

WHEREAS, the Governing Body desires to establish a date of acceptance of work as complete and to authorize the submission of a Maintenance Bond by the aforesaid contractor.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey that it does hereby confirm and otherwise accept as complete Sigmund S. Rimm Recreational Complex Tennis Courts 1-4 Reconstruction in the final contract amount of \$280,003.00.

BE IT FUTHER RESOLVED, that the contractor Shore Top Construction Corp., 23 Yellowbrook Road, Freehold N.J. 07728 is now hereby authorized to post a Maintenance Bond in said amount of \$280,003.00, which represents 100% of the total construction costs; said Bond to be in effect for a period of two years from the date of acceptance hereby established as of May 4, 2023.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to the following:

- 1. Lisa McLaughlin, Chief Financial Officer
- 2. Edward Dennis, City Engineer
- 3. Shore Top Construction Corp., 23 Yellowbrook Road, Freehold N.J. 07728

RESOLUTION #162-2023
SUPPORTING THE SUSTAINABLE MARGATE GREEN TEAM
ADVISORY COMMITTEE

WHEREAS, Margate City, New Jersey works toward balancing its economic, social and environmental goals to assure community sustainability; and

WHEREAS, on June 20, 2013 the Margate City Board of Commissioners adopted resolution #134-2013 “Supporting Participation in the Sustainable Jersey Municipal Certification Program” and authorizing the Public Works Commissioner “to serve as Margate City’s agent for the Sustainable Jersey Municipal Certification Process”; and

WHEREAS, in order to aid in maintaining State Certification, the Sustainable Margate Green Team needs to be officially recognized and authorized to advise the City on ways to improve municipal operations with “Green” initiatives, which are economically and environmentally sound through research and evaluation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate that a “Green Team Advisory Committee” of no more than twelve members be established consisting of residents and employees of Margate City whose term shall be two years, terminating July 6, 2025.

BE IT FURTHER RESOLVED THAT the members of the Sustainable Margate Green Team Advisory Committee are as follows:

Steve Jasiecki	Chairperson
John Pitts	Vice Chairperson
Anthony Edge	Secretary and Public Works Representative
Debra Barnet	Garden Committee
Monica Coffey	Point Committee
Bob Blumberg	Forestry Garden
Jane Pizagno	Member
Nancy Johnson	Member
Susan Alice	Member
Daiva Minter	Member
Sherri Lilienfeld	Member
Ginny Gormley	Member

**RESOLUTION #163-2023
APPROVING AGREEMENT BETWEEN
MARGATE CITY LIFEGUARDS ASSOCIATION, INC.
AND THE CITY OF MARGATE CITY**

WHEREAS, the City of Margate City, in the County of Atlantic, State of New Jersey has been in negotiation with the Margate City Lifeguards Association, Inc. for a new collective bargaining agreement for a contract term of January 1, 2023 through December 31, 2025; and

WHEREAS, an agreement has been reached between the parties as reflected in the attached document; and

WHEREAS, said agreement is fair and equitable to the parties involved.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, New Jersey that the Mayor is hereby authorized to execute and the City Clerk to attest to said Collective Bargaining Agreement between the City of Margate City and the Margate City Lifeguards Association, Inc. covering the time period from January 1, 2023 through December 31, 2025.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to advertise this award of contract according to law in the Atlantic City Press and is further authorized to forward a copy of this resolution to the following:

- 1. Lisa McLaughlin, Chief Financial Officer
- 2. Colleen Dorsey, Payroll Clerk
- 3. Margate City Lifeguards Association, Inc.
- 4. Chief Dan Adams, Margate City Fire Department
- 5. Chief Greg Smallwood, Margate City Lifeguards

AGREEMENT

between

MARGATE CITY LIFEGUARDS ASSOCIATION, INC.

and the

CITY OF MARGATE CITY

January 1, 2023 through December 31, 2025

INDEX

PRRAMBLE.....	3
ARTICLE I RECOGNITION.....	4
ARTICLE II NON DISCRIMINATION.....	6
ARTICLE III ASSOCIATION DUES DEDUCTIONS.....	6
ARTICLE IV MANAGEMENT RIGHTS.....	7
ARTICLE V ASSOCIATION RIGHTS.....	10
ARTICLE VI GRIEVANCE PROCEDURE.....	11
ARTICLE VII DISCIPLINARY ACTION.....	15
ARTICLE VIII EMPLOYMENT PROCEDURES.....	16
ARTICLE IX WORK RULES.....	20
ARTICLE X WORK SCHEDULE.....	20
ARTICLE XI UNIFORMS.....	24
ARTICLE XII LEAVES OF ABSENCE.....	25
ARTICLE XIII COMPENSATION.....	27
ARTICLE XIV NO STRIKE PLEDGE.....	30
ARTICLE XV CITY OF MARGATE PENSION PLAN FOR LIFEGUARDS.....	31
ARTICLE XVI FULLY BARGAINED PROVISIONS.....	32
ARTICLE XVII SEPARABILITY AND SAVINGS.....	33
ARTICLE XVIII NOTICES.....	34
ARTICLE XIX DURATION AND TERMINATION.....	35

THIS AGREEMENT entered into this 6th day of July 2023 by and between the CITY OF MARGATE CITY, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "City" and The MARGATE CITY LIFEGUARDS ASSOCIATION, INC., hereinafter called the "Association".

PREAMBLE

This Agreement is entered into pursuant to the provisions of Chapter 123, Laws of 1974 (N.J.S.A. 34:12A-5.1, et seq) of the State of New Jersey to promote and ensure harmonious relations, cooperation and understanding between the City and Employees; to prescribe the rights and duties of the City and Employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Margate City.

ARTICLE ONERECOGNITION

A. The City hereby recognizes the Margate City Lifeguards Association as the exclusive representative pursuant to NJSA 34:13A-1 et. seq. for all seasonal employees within the category of Lifeguard and Lifeguard Lieutenant employed by the City of Margate City Beach Patrol. All other employees of the City of Margate City not within the seasonal category set forth above are hereby excluded from this bargaining unit. Specifically excluded are the Lifeguard Captain and Chief of the Lifeguards.

B. The terms "lifeguard", "officers" and "employee" shall be used interchangeably and shall be defined to include the plural as well as the singular. Reference to the male gender shall include the female gender in any reference herein.

ARTICLE TWO

NON-DISCRIMINATION

The City and the Association agree that neither of them will discriminate nor cause discrimination against any employee covered by this labor agreement because of race, color, creed, age, sex, handicap, national origin, political affiliation, Association membership, or Association activity.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE THREEASSOCIATION DUES DEDUCTIONS

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for Margate City Lifeguards Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.C.S.A. (R.S.) 52:14-15, 94 as amended.

B. The Margate City Lifeguards Association President or his designee shall provide the City with an official Margate City Lifeguards Association roster. Each employee voluntarily authorizing the Association and the City to deduct Association dues shall execute a document approved by the City.

C. The Association has informed the City that dues deductions for members are established as Thirty Dollars (\$30.00). In accordance with the request of the Association, the City shall withhold Thirty Dollars (\$30.00) for each Association member one time from the second July Payroll, providing it has written authorization from the member.

D. If during the life of this agreement there shall be any change in the rate of membership dues, the Local Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

E. The Association shall indemnify, defend and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken in making deductions and remitting same to the Association pursuant to this Article.

ARTICLE FOURMANAGEMENT RIGHTS

A. It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is a right and responsibility of the City of Margate City.

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

1. The executive management and administrative control of the municipal government and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
2. The determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees;
3. The reprimand, suspension, demotion or discharge of employees or other disciplinary action;
4. The transfer, assignment, reassignment, layoff and/or recall of employees to work;
5. The determination of the number of employees and of the duties to be performed and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;

6. The maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;

7. The determination of staffing patterns and areas worked, the control and regulation of the use of facilities, supplies, equipment, materials and other property to the employer;

8. The determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;

9. The determination of the amount of overtime to be worked;

10. The determination of the methods, means and personnel by which its operations are to be conducted;

11. The determination of the content of work assignments;

12. The exercise of complete control and discretion over its organization and the technology of the performance of its work; and

13. The making, maintenance and amendments of such operating rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the City, which shall become effective upon written notice to the employees.

B. In exercise of the foregoing rights, powers, authorities, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement and by law, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State

of New Jersey and of the United States.

C. Notwithstanding anything which may be contained in this agreement to the contrary, nothing contained herein shall be construed to deny or restrict the City of its rights and responsibilities under NJSA 40A, the municipal laws of the State of New Jersey, or any other federal, state, county or local law or regulation as such may pertain to operation of the Beach Patrol or of the municipal government generally.

ARTICLE FIVE**ASSOCIATION RIGHTS****A. Information to Association.**

Upon request by the President of the Association or the designated Association representative, in writing, the City agrees to make known to the representatives of the Association, when and where the Association may obtain documents that the City is required by law to release. The material shall be provided within a reasonable amount of time and location.

B. Released Time for Meetings.

Up to two (2) representatives of the Association may be released during working hours to participate in mutually scheduled negotiations or grievance proceedings. There shall be no overtime compensation for such participation.

C. Bulletin Boards

The City shall permit the Association the use of a Bulletin Board to be supplied by the Association for its exclusive use. Such Bulletin Board shall be located in the headquarters building alongside the current Bulletin Board. This Bulletin Board may be utilized by the Association for the purpose of posting official Association announcements and other information related to the official business of the Association which is of a non-controversial nature. The Association agrees that it will not post material which may be profane, derogatory to any individual, or constitute election campaign or political material of any kind. The City may have removed from the Bulletin Board any material which does not conform to the intent and provisions of this Article.

ARTICLE SIXGRIEVANCE PROCEDURE**A. Purpose.**

1. The Purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the City, and having the grievance adjusted without the intervention of the Association.

B. Definitions.

The term "contractual grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and
2. Disciplinary Actions of Major Suspension and/or Dismissal for non-Probationary Employees.

The term "non contractual grievance" shall mean all allegation that there has been inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the City and its Beach Patrol, which shall be processed up to and including the Commissioner of Public Safety.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort shall

be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. LEVEL ONE - Chief of the Beach Patrol.

A grievance to be considered under this procedure shall be initiated by the grievant within ten (10) calendar days of its occurrence and submitted in writing, to the Chief of the Beach Patrol with a copy to the Commissioner of Public Safety. A decision shall be made in writing by the Chief of the Beach Patrol within ten (10) calendar days after the receipt of the grievance at this level.

3. LEVEL TWO - Commissioner of Public Safety.

Within five (5) calendar days of receipt of the determination at LEVEL ONE, or ten (10) calendar days after submission of the grievance to LEVEL ONE if no decision has been rendered, the grievance may be filed in writing with the Commissioner of Public Safety through the office of the City Clerk. The written request to advance to Level two shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. The Commissioner of Public Safety or his designee shall render a decision in writing, within ten (10) calendar days after the submission of the grievance at this Level. The decision of the Commissioner of Public Safety on all grievances regarding non-contractual grievances shall be final and binding.

4. LEVEL THREE - Arbitration

The Margate City Lifeguard Association may submit a contractual grievance to non-binding arbitration within ten (10) calendar days after the Commissioner of Public Safety's determination, or within fifteen (15) days of submission of the grievance to LEVEL TWO if no decision is rendered.

D. Authority of the Arbitrator.

1. If the grievant is dissatisfied with the decision of the Commissioner of Public Safety regarding a "contractual grievance", and the Association finds the grievance to be of merit, the Association may request the appointment of an arbitrator in accordance with the rules and procedures of the New Jersey Public Employment Relations Commission.

2. The arbitrator shall function in accordance with the rules and procedures of the New Jersey Public Employment Relations Commission.

3. The arbitrator shall limit himself to the issue before him and consider nothing else. He shall have no power to add to, subtract or modify the Agreement between the parties.

4. The arbitrator shall set forth in writing his findings of fact and conclusions of law upon which his decision is based. The decision of the arbitrator shall be advisory and shall not be binding upon the parties.

5. The arbitrator shall be bound by decisions of the New Jersey Public Employment Relations Commission, the decisions of the Courts of New Jersey, and all New Jersey Statutes and Federal Laws.

E. Costs

The cost for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the City and the Association. Any other expenses incurred shall be paid by party incurring same.

F. Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When the Association does not represent an employee, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

ARTICLE SEVENDISCIPLINARY ACTION

A. City's Right to Discipline. The City maintains the right to discipline its lifeguards.

B. Probationary Employees. The first two (2) seasons of employment of any employee shall be considered probationary. During the probationary period, any employee may be (1) disciplined or (2) terminated in the sole discretion of the employer and there shall be no right to appeal.

C. Disciplinary Action. The City acknowledges the principal of progressive discipline. Depending on the magnitude of the offense, the discipline issued by the City may be in any of the following forms:

1. Oral Warning;
2. Written Warning;
3. Written Reprimand;
4. Minor Suspension - consists of a suspension up to five (5) days;
5. Major Suspension - consists of a suspension over five (5) days;
6. Dismissal.

A non-probationary employee who has been subject to the discipline of a Major Suspension or Dismissal may appeal such discipline through the Grievance Procedure beginning with Step Two. Employees hereunder are not covered by Civil Service or the New Jersey Department of Personnel Regulations. Therefore, there shall not be any appeal of any Disciplinary Matters to the New Jersey Department of Personnel.

ARTICLE EIGHT
EMPLOYMENT PROCEDURES

A. Ability to Perform.

All applicants for employment shall be required prior to the commencement of employment to take and pass an examination demonstrating the appropriate skills and physical abilities to perform the duties of the task. Further, mindful of its public safety responsibilities, the City may, at any time and from time to time, require such Certification or other examinations or tests as it may deem appropriate in connection with the rehire or continued employment of any employee, including such Certifications required to meet the Bathing Code set by the State of New Jersey (NJAC 8:18-1 et. seq.) and the guidelines established by the South Jersey Chief's Association.

B. Medical Examinations and Certifications.

All new applicants for employment shall be required to provide a medical certification of fitness from their own physician certifying that they are free of any physical defect or disability which would preclude their providing full and complete service of their duties. Such certification shall be acquired at the sole expense of the prospective employee. Each employee shall disclose any medical or psychological condition which may affect his job performance. The City reserves the right to require at any time that the employee be examined by a physician designated by the City to verify fitness for duty at the City's cost.

C. Returning Guards.

Guards who wish to return for their second year and beyond will be considered for employment along with new applicants. The City shall have the right to select those individuals

for employment whom the City determines to be most qualified, irrespective of whether the selected individual is a returning guard or a new applicant.

Guards who wish to return for their second year and beyond must meet established criteria to be rehired each season. The returning guard must have received a satisfactory year-end evaluation and be recommended for rehiring by the Chief of the Beach Patrol. The guard must also demonstrate he/she has maintained the physical capabilities for employment by passing such athletic tests as the City may deem appropriate.

D. Layoffs

If there is a reduction in force, the City shall determine which employees shall be laid off. In making that determination, the City shall consider the employee's past performance, his/her disciplinary record, and attendance record. When all of these items are reasonably equal, then seniority shall be the determining factor and employees with the greater amount of seniority shall be retained.

E. CPR and First Aid Certifications

All employees must obtain and continue to hold a Certification in CPR and a Certification to administer First Aid as a condition of employment. The First Aid Certification must be acceptable to the City of Margate. The City of Margate will hold recertification classes prior to the start of each season, these classes will be held every other year and during Rookie School for Rookie Lifeguards. Any employee that does not attend the classes provided by the City of Margate; the employee shall obtain the certifications at the sole expense of the employee.

F. EMT

Up to ten (10) employees certified as a NJ State Emergency Medical Technician (EMT) must be willing to use his/her skills and training in the event of an emergency on the beach and shall receive a total additional annual stipend of \$500 if such employee works for a minimum of forty-five (45) days in the current season. Any EMT that works less than the forty-five (45) day minimum will revert to \$6 per day worked for that season.

a. The City of Margate agrees to reimburse any lifeguard who is certified as a NJ Emergency Medical Technician for required NJ EMT Refresher Training during the 3 Year Certification Cycle. This training will consist of the following courses: Airway (A), Medical (B), and Trauma (C). In order to receive this reimbursement payment, the lifeguard will be required to provide and complete the following documentation:

1. Invoice or Receipt showing payment by the individual
2. EMT Class Attendance Form Completed and Properly Signed Off by Instructor
3. Certificate of Completion if provided.
4. City of Margate Employee Expense Reimbursement Form

Once all documentation is provided payment will be made via Purchase Order directly to the lifeguard. Proper documentation must be provided to Beach Patrol Chief in a timely manner.

E. Boating Safety Certification

Up to twenty (20) lifeguards, not including the Chief and Captains, who obtain their New Jersey Boating Safety Certificate on their own expense and work a minimum of forty-five (45) days shall receive a stipend of \$ 250.00. Lifeguards who work less than forty-five (45) days shall receive \$ 4.00 per day worked for that season. It will be the responsibility of the individual lifeguard to provide proof of certification documentation on an annual basis to the Beach Patrol

Chief, prior to the start of each season. In the event that more than twenty (20) lifeguards present these credentials, seniority will be considered, but the Chief's discretion will prevail. Stipends will be paid at the end of the season with Incentive Pay.

ARTICLE NINEWORK RULES

A. The Association acknowledges and agrees that the City has the right to promulgate such work rules and regulations governing the operation of the Beach Patrol as it may desire, including but not limited to:

1. Table of Organization
2. Job Descriptions
3. Duties and Responsibilities of Employees
4. Disciplinary Standards

B. The City agrees that no aspect of the rules it adopts shall be violative of the express written terms of this Agreement, and any claim of such violation shall be subject to the grievance procedure set forth elsewhere herein.

ARTICLE TENWORK SCHEDULEA. Work Year

1. The City specifically reserves unto itself the right to establish the length of the beach season in accordance with the minimums set forth by Ordinance of the City.

2. The work season for employees shall normally extend from the beginning of the Memorial Day weekend through and including the Saturday following Labor Day. This is not to preclude a modified work year for employees based upon their availability, with prior notice to and acceptance by the City. Further, this shall not preclude the City from initiating Beach Patrol related tasks earlier than the season aforesaid with employees who are available and willing to work, nor to extend the beach season beyond said date on the same basis.

B. Work Week

All employees shall be available and expected to work a maximum of five (5) days per week on a schedule established by the Chief of the Beach Patrol. The City reserves the right to assign a six (6) day work schedule of any employee, at the discretion of the Lifeguard Chief when warranted by Public Safety.

C. Work Day

The normal workday shall commence at 9:00 a.m. and extend until 8:00 p.m. No Lifeguard will work more than an 8 Hour Shift during normal workday. Additionally, all employees shall be required to attend meetings on Saturday morning called at the Chief's discretion for no more than one (1) hour as a condition of their employment. The work schedule as aforesaid shall pertain during normal service at the beach. However, during emergencies, said schedule may be altered in order to accomplish the tasks of preservation of lives and property on the beach. Further, the

City reserves the right to establish such work schedules as it deems efficient and appropriate and shall have the right to assign employees to such work schedules as it deems appropriate.

D. Overtime.

Overtime shall be paid for all hours worked beyond those set forth in the regularly scheduled work period as set forth in the preceding paragraph. The rate of pay shall be at rate of time and a half, which shall be computed by dividing the daily rate established by this Agreement by eight (8). All overtime shall be paid at this rate of pay.

E. Boat Yard Maintenance Crew

It is understood and agreed that operation of the Beach Patrol on a daily basis involves the utilization of a maintenance crew consisting of a number of qualified and approved guards who appear on a daily basis ready and willing to work at the commencement of the work day. If chosen for 'Boat Yard Maintenance Crew' employees shall be paid at their current daily rate. The choosing of the 'Boat Yard Maintenance Crew' is at the Beach Patrol Chief's discretion.

F. Exchange of Days Off

Employees shall be permitted to exchange days off so long as adequate notice is given and permission is acquired from the Chief of the Beach Patrol, and that such exchange does not result in the payment to either employee of any overtime remuneration.

G. Races and Contests

Employees who compete in swimming, rowing and running races and/or competitions in the name of Margate City, or who perform work in the setup of the South Jersey Lifeguard Races shall not receive overtime or other additional compensation of any kind. Employees who perform work in the setup of the Margate Memorials and/or South Jersey

Lifeguard Chief's Association Championship held in Margate City shall receive additional compensation of one-half day's pay.

ARTICLE ELEVENUNIFORMS

1. The City shall provide each employee with an appropriate uniform for the performance of their duties. The uniform shall consist of such items as the City deems necessary and appropriate.

2. Employees who wish to purchase additional items of the uniform may do so with the permission of the Chief of the Beach Patrol.

3. In the event that any part of the employee's uniform is damaged, destroyed, stolen or lost, the Chief of the Beach Patrol has the discretion to make replacements at the expense of the City, provided the appropriate evidence is established that the damage or loss of the uniform was beyond the control of the individual employee and directly related to services performed on behalf of the City and not due to the employee's negligence.

4. In the consideration of the supply of such uniforms by the City, all employees shall keep such uniforms cleaned and in good condition and shall wear the appropriate uniform as directed by the Chief of the Beach Patrol for the entire tour of duty. Failure to wear such uniform shall subject an employee to discipline. Such uniforms may not be worn during the season when off duty, except when participating in the races outlined in Article Nine, or while commuting.

ARTICLE TWELVELEAVES OF ABSENCE

A. The following leaves of absence shall be granted with pay:

1. Bereavement Leave.

Each employee shall be entitled to two (2) days bereavement leave in the event of a death in the immediate family. Said leave shall be taken coterminous with the event. The immediate family is hereby defined as parent, grandparent, step-parent, mother-in-law, father-in-law, spouse, child or sibling.

2. Military Leave.

Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty (summer camp) for training with any reserve unit of the Army, Navy, Marine Corps, Coast Guard, National Guard or Air Force, as long as such duty cannot be performed at any other time. The employee shall be paid the difference between his regular pay and his military pay during the period of his military training or as otherwise provided by law.

The existing Federal and State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any employee in this bargaining unit.

3. Jury Duty Leave.

An employee who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the City the difference between his job rate for eight (8) hours and the daily jury fee, subject to the following conditions:

a. When jury service is completed prior to 1:00 p.m., the employee is required to telephone the Chief of the Beach Patrol and report to work if requested. In the event that reporting to jury duty is by a call-in system, an employee notified that he or she is not required for jury duty must report to work.

b. Time lost because of jury service will not be considered time worked for purposes of computing overtime.

c. The employee must notify the Chief of the Beach Patrol immediately upon receipt of any communication regarding jury service.

d. The City has the right to attempt to reschedule such jury duty on the basis of the employee's involvement with public safety.

e. At Management's request, adequate proof must be presented of time served on a jury and the amount received for such services.

f. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the City.

B. The following leave of absence shall be granted without pay:

Seasonal Leave

An employee may apply for an unpaid leave of absence for up to one (1) season. The City may in its sole discretion grant or deny such leave. In the event such leave is granted, the employee will retain his seniority rights pursuant to Article Seven. The request shall be made by May 1st preceding the season the leave is requested. The City will inform the employee of its decision within two weeks of receipt of the request. For any unpaid leave of absence longer than one (1) season, a mandatory retest is required.

ARTICLE THIRTEEN

COMPENSATION

A. Wages.

The pay scale for Lifeguards employed by the City of Margate City Beach Patrol shall be as follows:

MCBP SALARY COMPENSATION 2023 - 2025

	2022	2023	2024	2025
YEARS				
1	\$99.37	\$122.23	\$125.89	\$129.67
2	\$106.01	\$131.45	\$134.08	\$136.76
3	\$106.01	\$134.63	\$137.33	\$140.07
4	\$117.04	\$141.62	\$145.87	\$148.78
5	\$117.04	\$148.64	\$153.10	\$156.16
6	\$132.51	\$153.71	\$158.32	\$161.49
7	\$132.51	\$159.01	\$163.78	\$167.06
8	\$143.56	\$163.66	\$168.57	\$171.94
9	\$143.56	\$167.97	\$173.00	\$176.46
10	\$164.71	\$176.24	\$179.32	\$182.46
11	\$164.71	\$177.89	\$181.00	\$184.17
12	\$164.71	\$179.53	\$182.68	\$185.87
13	\$174.49	\$184.96	\$188.20	\$191.49
14	\$174.49	\$186.70	\$189.97	\$193.30
15	\$187.74	\$191.49	\$194.85	\$198.26
16	\$187.74	\$195.25	\$198.67	\$202.14
17	\$187.74	\$197.13	\$200.58	\$204.09
18+	\$191.34	\$200.91	\$204.42	\$208.00
LT	\$225.00	\$231.75	\$235.81	\$239.93

B. Determination of Seniority

For an employee to receive credit for advancement on the salary scale, he must have worked at least forty-two (42) days during a season. A first-year guard must have worked at least twenty-five (25) days during a season.

C. Incentive Pay

Any employee commencing work at least ten (10) weeks prior to the Labor Day weekend of the same season and working through Labor Day weekend and completing fifty (50) full days of work of said season shall receive an additional twelve (\$12.00) per day for all days worked in that season. Such payment shall be paid with the employee's final pay of the season. Any Rookie Lifeguard that completes thirty-five (35) full days of work of said season shall receive an additional eight (\$8.00) per day for all days worked in that season.

D. Additional Compensation

All Employees shall be compensated up to two (2) additional days pay for the following during the course of the season:

1. Attendance to Weekly Beach Patrol Meetings
2. Completion of annual required Training:
 - a. CPR/First Aid Certification
 - b. MEL JIF Required Training Videos

Employees will be need to complete all required training prior to the start of the full-time season on or before July 1st of each year. Failure to complete required training will result in removal from the lifeguard roster until training is completed. **Note:** Exception 2023 Season Date to be determined for training completion by Beach Patrol Chief.

This compensation will be calculated by the Chief and distributed at the end of the season.

E. Court Time

If an employee is required to appear in court on behalf of the City-on-City related business or for any reason arising out of his employment as a lifeguard, he shall suffer no loss of pay.

F. Wage Scale Placement

Nothing contained herein shall prevent the City from moving an employee to a higher salary on the structure as a reward for outstanding achievement, or withholding an increment as a disciplinary measure.

G. Liability Coverage

The City agrees that during the performance of their duties as a Lifeguard, the Lifeguards shall be afforded liability coverage equivalent to other employees of the City.

ARTICLE FOURTEENNO STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf, will cause, authorize, or support nor will any of its members take part in any strike (i.e. the concerted failure to report to duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the Beach Patrol. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, or walkout as set forth above, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees and cessation of check-off rights to the Association.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the Beach Patrol.

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

ARTICLE FIFTEENCITY OF MARGATE PENSION PLAN FOR LIFEGUARDS

The parties recognize the City of Margate Pension Plan for Lifeguards adopted on September 15, 2016 (effective January 1, 2016) by the City of Margate as a successor plan to a plan first established January 1, 1987 and any past or future amendments thereto as adopted by Margate Board of Commissioners. The parties agree to monitor the plan regularly with the intent to assure that there are sufficient funds to keep the plan solvent. The Association agrees to work closely with the Lifeguards Pension Committee to meet this objective. The City agrees to make employee match contributions and to make small occasional periodic supplemental payments if necessary and if annual lifeguard operation appropriations remain otherwise unspent at the end of each calendar year.

ARTICLE SIXTEENFULLY BARGAINED PROVISIONS

The parties acknowledge that this Agreement represents and incorporates the complete and final understanding and settlement of the parties on all bargainable issues which were or could have been subject to negotiations, and that all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement. Unless otherwise provided in this Agreement, no prior administrative procedure, practice or past practice shall be interpreted or applied so as to enlarge or otherwise conflict with the express terms of this Agreement.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matters, 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.

This document constitutes the sole and complete agreement between the parties and embodies all of the terms and conditions governing the employment of employees in the Association.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

ARTICLE SEVENTEENSEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any Federal or State Law, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE EIGHTEEN

NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified mail at the following addresses:

1. If by the Association, to the City at the City's Municipal Building, c/o Commissioner of Public Safety.
2. If by the City, to the Association President at his/her home address.

ARTICLE NINETEENDURATION AND TERMINATION

This agreement shall remain in full force and effect from the 6th day of July, 2023 until midnight of December 31, 2025.

IN WITNESS WHEREOF, the CITY OF MARGATE CITY has caused these presents to be signed by its Mayor and its Commissioner of Public Safety, attested to by its City Clerk and its Corporate Seal to be hereto affixed, and the MARGATE CITY LIFEGUARDS ASSOCIATION, has caused these presents to be signed by its President and its Corporate Seal to be hereto affixed, the day and year first above written.

CITY OF MARGATE CITY

MARGATE CITY LIFEGUARDS ASSOCIATION

By _____
Mayor

By _____
Bargaining Representative

Attest:

City Clerk

Bargaining Representative

RESOLUTION #164-2023
AUTHORIZING RECEIPT OF REBID
FY2022 STATE AID RECONSTRUCTION OF WINCHESTER AVENUE
EXETER AVENUE TO DOUGLAS AVENUE

WHEREAS, on January 5, 2023 the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey approved Resolution #14-2023, authorizing the receipt of bids for FY2022 State Aid Reconstruction of Winchester Avenue-Exeter Avenue to Douglas Avenue; and

WHEREAS, the City Clerk did duly advertise the receipt of said bids for FY2022 State Aid Reconstruction of Winchester Avenue-Exeter Avenue to Douglas Avenue in the Press of Atlantic City on January 12, 2023; and

WHEREAS, the project was never awarded due to bids exceeding the engineer's estimate; and

WHEREAS, Ed Dennis, City Engineer, submitted a letter dated June 30, 2023, recommending the rebid of FY2022 State aid Reconstruction of Winchester Avenue - Exeter Avenue to Douglas Avenue with an updated engineer estimate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that it does hereby authorize the City Clerk to advertise for bids for the aforesaid item as per the specifications on file and will be received by the City Clerk's Office in the Municipal All Purpose Room, 9001 Winchester Avenue, Margate, New Jersey on a date to be determined.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

1. Lisa McLaughlin, Chief Financial Officer
2. Ed Dennis, City Engineer
3. Frank Ricciotti, Public Works Superintendent
4. Roger McLarnon, Qualified Purchasing Agent

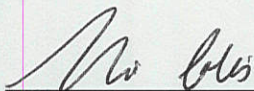
Executive Session: None

Update:

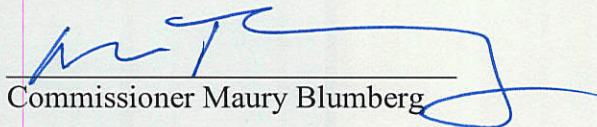
Adjournment:

There being no further business, Mayor Collins called for a motion to adjourn the meeting. Whereupon, the motion was made by Commissioner Horn, and seconded by Mayor Collins, to adjourn the meeting. A unanimous voice vote was taken adjourning the meeting at 6:27p.m.

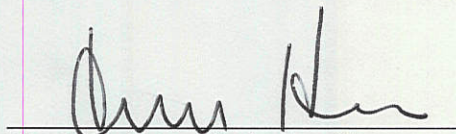
Board of Commissioners of the City of Margate City, New Jersey



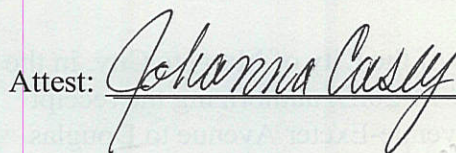
Mayor, Michael Collins



Commissioner Maury Blumberg



Commissioner Catherine Horn



Attest: Johanna Casey, Municipal Clerk

