REGULAR MEETING MINUTES
CITY COMMISSION-MARGATE CITY

DECEMBER 15, 2022 **MARGATE CITY, NEW JERSEY**

Call Meeting to Order – 3:00 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 Becker, Commissioner Amodeo and Commissioner Blumberg were present. Chief Dan Adams, Chief Matthew Hankinson, Lisa McLaughlin, Pat Power, Jim Galantino, Roger McLarnon, Ed Dennis, Johanna Casey, Rich Deaney and Scott Abbott, Esquire were also present.

Swearing in of Officers:

Commissioner Amodeo-Swears in Jessica Fane as Margate City Police Sergeant, Joseph Hutchinson as Margate City Police Sergeant and Joseph Szapor as Margate City Provisional Police Officer.

Approval of Minutes:

The minutes from the December 1, 2022 Workshop/Capital Meeting and Regular Meeting were approved as read on motion by Commissioner Blumberg, seconded by Commissioner Amodeo, with a vote of three ayes.

Public Comment:

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

Public Comment (Resolutions and Ordinances Only):

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

Ordinances: Introduction

Johanna Casey: Reads Ordinance #26-2022 by title.

A motion for introduction of **Ordinance #26-2022,** establishing the requirement of businesses and rental properties to submit to the City a certificate of liability insurance per state statute P.L. 2022c. 92, was put forth by Commissioner Blumberg, Seconded by Commissioner Amodeo, with a vote of three ayes.

ORDINANCE NO. 26-2022

AN ORDINANCE ESTABLISHING THE REQUIREMENT THAT LIABILITY INSURANCE BE MAINTAINED FOR BUSINESS AND RENTAL PROPERTY LOCATED IN THE CITY OF MARGATE CITY

WHEREAS, the State of New Jersey has enacted *N.J.S.A.* 40A:10A-1 *et seq.* which requires business owners and owners of a rental unit or units, to maintain liability insurance for negligent acts and omissions; and

WHEREAS, this liability insurance must be in the amount of no less than $500,000.00 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence and for an owner of a multifamily home which is four or fewer units, one of which is owner occupied, liability insurance for negligent acts and omissions in an amount of no less than $300,000.00 for combined property damage and bodily injury or death to one or more persons in any one accident or occurrence; and

WHEREAS, the Governing Body of the City of Margate City has elected to enact an Ordinance providing for the implementation of the required Certificate of Insurance Registration as a prerequisite for the issuance of any Residential Rental License or Mercantile License; and

WHEREAS, the Insurance Liability Certificate shall be required on an annual basis for all Residential Rental License and all Mercantile Licenses as herein after provided.

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 of the Municipal Code entitled "Rental Restrictions" shall be amended to add new sub-paragraph E to Chapter 223-6, entitled "Application Information" as follows:

E. Applicants shall provide proof of compliance with *N.J.S.A.* 40A:10A-1 *et seq.* which requires business owners and owners of a rental unit or units to maintain liability insurance for negligent acts and omissions as hereinafter provided.

1. The owner of a business or the owner of a rental unit or units shall maintain liability insurance for negligent acts and omissions in an amount of no less than $500,000.00 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.

2. The owner of a multifamily home which is four or fewer units, one of which is owner-occupied, shall maintain liability insurance or negligent acts and omissions in an amount of no less than $300,000.00 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.

3. Applicant shall provide proof that the Certificate of Liability Insurance has been registered on an internet website maintained by the New Jersey Division of Local Government Services.

4. No rental license shall be issued without applicant furnishing proof that applicant is in compliance with these Ordinance provisions concerning liability insurance.

2. Chapter 183 of the Municipal Code entitled "Mercantile Licensing" shall be amended as follows:

§183-2 License Required shall be amended as follows:

A. The name of this section shall be amended to be "Mercantile License Required.

B. Applicants for a Mercantile License shall provide proof of compliance with *N.J.S.A.* 40A:10A-1 *et seq.* which requires business owners and owners of a rental unit or units to maintain liability insurance for negligent acts and omissions as hereinafter provided.

1. No person shall engage in or carry on any business in Margate City, or aid or assist an employee, clerk or otherwise in carrying on such business, or in using any wagon, vehicle, stand, store or other place or thing or sell or offer for sale any goods or thing for which a license is required by the terms of this chapter, unless a license as herein provided for shall have been first obtained therefor.

2. The owner of a business shall maintain liability insurance for negligent acts and omissions in an amount of no less than $500,000.00 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.

3. Applicant shall provide proof that the Certificate of Liability Insurance has been registered on an internet website maintained by the New Jersey Division of Local Government Services.

4. No mercantile license shall be issued without applicant furnishing proof that applicant is in compliance with these Ordinance provisions concerning liability insurance.

3. **Enforcement.** The City of Margate may enforce the registration provisions provided in *N.J.S.A.* 40A:10A-1 *et seq* and this Ordinance through a summary proceeding pursuant to the "Penalty Enforcement Law of 1999," P.O. 1999, c.274 (C.2A58.10 *et seq.)* a fine of not less than $500.00 but no more than $5,000.00 against an owner who failed to comply with the provisions of this Act.

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 final adoption and publication and in the manner provided by law.

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Michael Becker, Mayor

_____

John Amodeo, Commissioner

_____

Maury Blumberg, Commissioner

Board of Commissioners of the City of Margate City, NJ

Ordinances: Adoption:

Johanna Casey: Reads Ordinance #25-2022 by title.

A motion for adoption of **Ordinance #25-2022,** amending Chapter 132 Article III "Fees and Rates for Recreation" of the Code of the City of Margate City, was put forth by Commissioner Blumberg, Seconded by Commissioner Amodeo, with a vote of three ayes.

ORDINANCE NO. 25-2022
AN ORDINANCE AMENDING CHAPTER 132 ARTICLE III FEES AND RATES FOR RECREATION OF THE CODE OF THE CITY OF MARGATE CITY, COUNTY OF ATLANTIC AND STATE OF NEW JERSEY

BE IT ORDAINED by the Commissioners of the City of Margate, County of Atlantic and State of New Jersey that the following be AMENDED to Chapter 132 FEES Article III Fees and Rates for Recreation Department:

SECTION 1. Margate City Code **Chapter 132 §132-7** is hereby amended to the following sections:

DELETIONS

§137-7 F. Program fees:

AMMEND

§137-7 Rates and Fees established.

ARTICLE III. FEES & RATES FOR RECREATION DEPARTMENT

SECTION 132-7. RATES & FEES ESTABLISHED

A. Martin Bloom Community Pavilion

1. 1st or 2nd Floor Meeting $200 up to 4 hours*

2. 1st & 2nd Floor Party $250 up to 2 hours*

*$50 for each additional hour

(All food & beverage functions are considered a 1st & 2nd Floor Party)

3. The City of Margate requires a $150 security deposit for any ~~additional~~ labor and cleaning charges. ~~at standard hourly rates beyond rental fees for labor intensive functions at the Martin Bloom Pavilion~~

B. Stage Rentals Including Set-up

1. Small Size (8 x 16 with cover) $1,000*

2. Large Size (12 x 24 with cover $1,600*

C. Outdoor Playing Fields

1. Lined/Prepared Field $50 per game*

2. Non Lined Field $25/hr*

D. Basketball Courts

1. Single Court Rental $300 up to 4 hours*

*$50 for each additional hour

E. Tennis Courts

1. Tennis Court Rental ~~without Margate Resident Card~~ $10.00 per hour

~~2. Tennis Court Rental with Margate Resident Card $7.00 per hour~~

F. Program Fees	Range
Youth Athletic Programs	$20 to $75
Adult Athletic Programs	$25 to $75
Summer Basketball League	$500 per Team
Tennis Clinics	$25 to $50 per day
Tennis Camps	$25 to $50 per day
Twilight Tennis Open	$25 to $50
Senior Lunches	$5 to $25
Senior Pavilion Entry Fee	$1 to $2
Senior Exercise Classes	Free
Children's Classes	$20-$100 per session
Adult Education Classes	$25-$100 per session
Fantastic Friday	$5 to $15
Financial Workshops	Free
Soul Line Dancing	$7 per session
Bus Trips	$35 to $75
Pickleball Membership	$75 to $125
Pickleball Weekly	$20 to $40
Pickleball Daily	$7 to $15
Summer Camp Full Day (Weekly)	$300 to $500
Summer Camp Half Day (Weekly)	$150 to $250
Pickleball Tournament Fees	$20-$75

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 final adoption and publication and in the manner provided by law.

_____
Michael Becker, Mayor

_____
John Amodeo, Commissioner

_____
Maury Blumberg, Commissioner

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

Resolutions:

A motion to adopt **Resolution #245-2022,** authorizing the payment of claims, was put forth by Commissioner Blumberg, Seconded by Commissioner Amodeo, with a vote of three ayes.

RESOLUTION #245-2022
PAYMENT OF CLAIMS
MARGATE CITY BILL LIST / PAYROLL
DECEMBER 15, 2022

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:	$1,779,910.88
PAYROLL ACCOUNT – December 15, 2022	
CURRENT ACCOUNT	$476,248.70
WATER & SEWER	$ 52558.18

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.

December 12, 2022 City of Margate City Page No: 1
01:48 PM Purchase Order Listing By P.O. Number

P.O. Type: All Open: N Paid: N Void: N
Range: First to Last Rcvd: Y Held: N Aprv: N
Format: Condensed First Enc Date Range: First to 12/15/22 Bid: Y State: Y Other: Y Exempt: Y
Vendors: All Include Non-Budgeted: Y
Rcvd Batch Id Range: First to Last

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
21-01479	12/14/21	PREFERRD Preferred Choice Supply Co.	10 Fire Hydrants	Open	31,000.00	0.00	
22-00006	03/01/22	HORIZON2 HORIZON EYE CARE PA	employee vision 3/1 - 12/31/22	Open	1,215.00	0.00	C
		Contract No: C2200001					
22-00008	01/01/22	MARGBDED MARGATE CITY BD OF EDUCATION	School Tax Payments	Open	874,840.65	0.00	B
22-00014	01/10/22	VITAL Vital Communications, INC	2022 Tax Assessment Service	Open	100.00	0.00	C
		Contract No: C2100038					
22-00016	01/10/22	ROVILLAR HANK ROVILLARD, ESQ., LLC	Special Tax Counsel	Open	769.50	0.00	C
		Contract No: C2100040					
22-00017	01/10/22	JPM JERSEY PROFESSIONAL MANAGEMENT	Acting City Administrator	Open	4,699.00	0.00	C
		Contract No: C2100041					
22-00019	01/10/22	ANIMAL SAMUEL W. HOLLAND DBA	Anumal Control Service	Open	725.00	0.00	C
		Contract No: C2100046					
22-00021	01/10/22	ABELSLLC Abel's Cleaning Agency, LLC	Janitorial Service	Open	3,721.00	0.00	C
		Contract No: C2100048					
22-00022	01/10/22	BRIGHTVI Brightview Landscapes, LLC	Landscape maintenance-City	Open	10,545.08	0.00	C
		Contract No: C2100049					
22-00023	01/10/22	BARKER Barker, Gelfand,	Employment Law Service	Open	627.00	0.00	C
		Contract No: C2100050					
22-00051	01/11/22	SCHINDLE SCHINDLER ELEVATOR CORPORATION	Elevator service & maintenance	Open	2,340.00	0.00	C
		Contract No: C2000022					
22-00055	01/12/22	VERIZON1 Verizon Wireless	Cellular Service	Open	1,130.24	0.00	B
22-00060	01/12/22	NAPA AU Val-U Auto LLC	Street - Vehicle Repair/Maint	Open	3,712.42	0.00	
22-00064	01/13/22	GENTILIN GENTILINI FORD, INC.	Vehicle Repair/Supplies	Open	98.01	0.00	
22-00070	01/13/22	MICHAELB Michael Baylinson	2022 LG PENSION	Open	532.64	0.00	
22-00071	01/13/22	J CINCOT Joseph Cincotta	2022 LG PENSION	Open	535.76	0.00	
22-00072	01/13/22	MICHAEL MICHAEL CINCOTTA	2022 LG PENSION	Open	765.86	0.00	
22-00073	01/13/22	JOE D Joseph J DeStefano	2022 LG PENSION	Open	417.69	0.00	
22-00074	01/13/22	JGALLAGH JAMES GALLAGHER	2022 LG PENSION	Open	247.15	0.00	
22-00075	01/13/22	KING GEORGE KING	2022 LG PENSION	Open	384.13	0.00	
22-00076	01/13/22	RICHKUGE RICHARD H. KUGEL	2022 LG PENSION	Open	1,959.75	0.00	
22-00077	01/13/22	JOHN SLA John Slattery, III	2022 LG PENSION	Open	157.72	0.00	
22-00078	01/13/22	SMALLWOO CARL SMALLWOOD	2022 LG PENSION	Open	536.62	0.00	
22-00079	01/13/22	JOHNTOLA John J Toland III	2022 LG PENSION	Open	678.88	0.00	
22-00080	01/13/22	CHAD STO Chad Stocking	Retirement payment per MCEA	Open	1,000.00	0.00	
22-00082	01/13/22	BARRIER BARRIER PEST CONTROL LLC	2022 Exterminating Services	Open	700.00	0.00	
22-00088	10/13/22	STAPLCRE Staples Business Credit	Staples Business Supplies	Open	751.90	0.00	
22-00089	01/14/22	SOMERS P SOMERS POINT LUMBER, INC.	Public Works Building	Open	158.40	0.00	
22-00091	01/14/22	PEDRONI PEDRONI FUEL COMPANY	Fuel Gas/Diesel (Jan)	Open	29,631.52	0.00	
22-00122	01/20/22	FRYES Frye's Auto Repair	VEHICLE MAINTENANCE	Open	1,188.74	0.00	
22-00132	01/21/22	ACELECTR ATLANTIC CITY ELECTRIC	Street Light Electric Bills	Open	19,821.34	0.00	
22-00157	01/25/22	NAPA AU Val-U Auto LLC	W/S - Vehicle Repair/Maint	Open	373.16	0.00	
22-00168	01/26/22	SUASI005 Suasion Communications Group	Monthly Communications	Open	584.00	0.00	
22-00188	01/28/22	SAMS Sam's Club	Supplies	Open	313.66	0.00	
22-00191	01/28/22	MANOS Manos Law Firm, LLC.	2022 Planning Board Solicitor	Open	1,500.00	0.00	C
		Contract No: C2200003					
22-00197	01/31/22	DELTADEN DELTA DENTAL PLAN OF NJ	Employee Dental - 2022	Open	13,687.15	0.00	C
		Contract No: C2200002					
22-00199	01/31/22	ACUA ATLANTIC COUNTY UTILITIES AUTH	2022 Quarterly user fees	Open	326,416.00	0.00	B

PO #	PO Date	Vendor		PO Description	Status	Amount	Void Amount	PO Type
22-00206	02/01/22	OLD CAPE	OLD CAPE, INC.	Concrete/Asphalt	Open	324.70	0.00	
22-00217	02/02/22	NJDHSS	NJ DEPT HEALTH & SENIOR SVCS	DOG LICENSE REPORT	Open	9.00	0.00	
22-00249	02/09/22	ACUA	ATLANTIC COUNTY UTILITIES AUTH	Trash / Recycle	Open	115,349.55	0.00	
22-00255	02/09/22	ACUA	ATLANTIC COUNTY UTILITIES AUTH	2022 Water Testing	Open	385.00	0.00	
22-00257	02/09/22	ONECONCE	One Call Concepts, Inc.	Mark Out Requests	Open	257.40	0.00	
22-00286	02/15/22	ACOMAYOR	ATLANTIC COUNTY MAYORS ASSOC.	2022 Mayor's Association Dues	Open	350.00	0.00	
22-00308	02/22/22	HOT BAGE	HOT BAGELS AND MORE MMM LLC	Bagels	Open	511.50	0.00	B
22-00310	02/22/22	MGLFORMS	MGL PRINTING SOLUTIONS	Long reach desk seal	Open	490.00	0.00	
22-00371	03/07/22	ROGERS G	The Rodgers Group, LLC	Service and Maintenance	Open	1,352.00	0.00	
22-00381	03/09/22	CSL	CSL WATER QUALITY, INC.	Water Treatment	Open	850.00	0.00	
22-00399	07/01/22	JOHNWERN	John Werner	monthly stipend per MCEA	Open	1,000.00	0.00	B
22-00453	03/28/22	WB MASON	W.B. MASON CO., INC.	Finance Office Supplies	Open	642.94	0.00	
22-00479	03/31/22	CM 3	CM3 BUILDING SOLUTIONS, INC.	Air conditioning system	Open	198,270.00	0.00	C
		Contract No: C2200007						
22-00525	04/12/22	GARDENST	GARDEN STATE HIGHWAY PRODUCTS	Traffic Signs and Supplies	Open	729.00	0.00	
22-00577	04/28/22	BAYAT010	Bay Atlantic Symphony	City Concerts	Open	21,000.00	0.00	B
22-00654	05/19/22	MGLFORMS	MGL PRINTING SOLUTIONS	Tax Payment Stickers	Open	184.50	0.00	
22-00713	06/03/22	HOMED308	Home Depot Credit Services	Tools - Digital laser Level	Open	145.00	0.00	
22-00762	06/16/22	ACPRESS4	Press of Atlantic City	Notice to voters	Open	81.60	0.00	
22-00774	06/20/22	MOTOROLS	Motorola Solutions Inc.	Police Body/Car Video	Open	11,339.00	0.00	B
22-00788	06/23/22	HOFFM005	Hoffman Services Inc.	Annual Inspection Vehicle Lift	Open	900.00	0.00	
22-00791	06/23/22	JOHANNAC	JOHANNA CASEY	Mileage/Parking Reimbursement	Open	45.13	0.00	
22-00818	07/01/22	POWER D	Power DMS	SYSTEM MAINTENANCE	Open	4,184.57	0.00	
22-00870	07/14/22	STEIN005	Steiner Law Office, P.C.	2022 Conflict Public Defender	Open	250.00	0.00	
22-00951	06/02/22	CBIZ	CBIZ Benefits & Insurance Serv	Lifeguard pension admin servce	Open	7,420.00	0.00	C
		Contract No: C2200013						
22-00958	08/09/22	PREFERRD	Preferred Choice Supply Co.	Meter Pits & Lids	Open	7,254.00	0.00	
22-01138	10/03/22	USABLUE	USA BLUEBOOK	PW Supplies	Open	687.97	0.00	
22-01159	10/07/22	JOHN DAN	FLEISHMAN DANIELS LAW OFFICES	Water Meter replacement projec	Open	169.95	0.00	
22-01178	10/13/22	KWIK-COV	Kwik-Covers	55 Gallon Can Covers	Open	619.25	0.00	
22-01189	10/18/22	EDWAR005	Edward D. McClain	monthly payout per MCEA	Open	1,000.00	0.00	
22-01229	10/06/22	POINT AU	POINT AUTO REPAIRS, INC.	Vehicle Repairs	Open	4,502.88	0.00	
22-01260	11/09/22	PRIMEPOI	Primepoint LLC	Payroll services	Open	2,621.00	0.00	C
		Contract No: C2200017						
22-01261	11/10/22	COREM005	Core & Main LP	Reserve Water Meters	Open	1,160.70	0.00	
22-01268	11/14/22	MAUREENL	MAUREEN E. LARKIN, CMCA	Mileage	Open	113.25	0.00	
22-01273	11/16/22	AMAZ0005	Amazon Capital Services, Inc.	computer supplies	Open	40.94	0.00	
22-01274	11/16/22	BISDI005	BIS Digital, Inc.	Digital Audio Recorder	Open	1,712.00	0.00	
22-01275	11/16/22	ACTION U	ACTION UNIFORM CO. LLC	Winter Clothing - Ricciotti	Open	924.00	0.00	
22-01279	11/18/22	USABLUE	USA BLUEBOOK	PW Supplies	Open	124.31	0.00	
22-01281	11/18/22	REMINGTO	REMINGTON & VERNICK	planning escrow - P229-3	Open	372.00	0.00	
22-01282	11/18/22	REMINGTO	REMINGTON & VERNICK	Planning Esrow p304-1	Open	446.00	0.00	
22-01284	11/18/22	REMINGTO	REMINGTON & VERNICK	Planning Escrow P305	Open	372.00	0.00	
22-01285	11/18/22	REMINGTO	REMINGTON & VERNICK	Planning Escrow P306-1	Open	444.00	0.00	
22-01286	11/18/22	REMINGTO	REMINGTON & VERNICK	PLANNING ESCROW - P307-1	Open	740.00	0.00	
22-01287	11/18/22	REMINGTO	REMINGTON & VERNICK	PLANNING ESCROW	Open	370.00	0.00	
22-01288	11/18/22	REMINGTO	REMINGTON & VERNICK	BULKHEAD ESCROW	Open	74.00	0.00	
22-01289	11/18/22	REMINGTO	REMINGTON & VERNICK	BULKHEAD ESCROW	Open	74.00	0.00	
22-01291	11/18/22	DEANNA	Deanna Krupp		Open	48.75	0.00	
22-01295	11/21/22	BRENT005	Brent Material Company	Meter Setters	Open	11,880.00	0.00	
22-01297	11/21/22	MUNIHUB	FMHUB LLC	Electronic Muni Card	Open	500.00	0.00	
22-01300	11/21/22	PHOENIX	Phoenix Advisors, LLC.	Muni Advisior 20M Bond Notes	Open	5,500.00	0.00	
22-01302	11/22/22	GOODYEAR	GOODYEAR AUTO SERVICE	W/S Truck Tires	Open	1,059.28	0.00	
22-01305	11/22/22	NJLEAGUE	NEW JERSEY STATE	2023 Membership Dues	Open	642.00	0.00	

December 12, 2022
01:48 PM

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

PO #	PO Date	Vendor		PO Description	Status	Amount	Void Amount	PO Type
22-01306	11/22/22	HONEYWEL	HONEYWELL ANALYTICS INC.	2022 Unit Calibration	Open	950.00	0.00	
22-01310	11/22/22	PENDERGA	Pendergast Safety Equipment Co	Winter Ice Gripster Gloves	Open	394.77	0.00	
22-01311	11/22/22	HANNAG	Hannah G's	employee appreciation luncheon	Open	1,550.00	0.00	
22-01313	11/23/22	LUCKY	Lucky Dog Custom Apparel	Rec Basketball Tshirts	Open	4,436.85	0.00	
22-01315	11/23/22	FORDSCOT	FORD, SCOTT & ASSOCIATES, LLC	Legal Service - Bond Note 2022	Open	4,600.00	0.00	
22-01319	11/28/22	BAGELS	Bagels and Beyond	Bagels for Pavilion	Open	116.24	0.00	
22-01320	11/28/22	CAMPSUPP	Campbell Supply Company, LLC	Parts for Engine 21 and Q-24	Open	177.23	0.00	
22-01321	11/28/22	NOVELTY	Novelty Lights, LLC	Sta. 2 Christmas Decorations	Open	566.14	0.00	
22-01323	11/28/22	UNITED R	UNITED ROTARY BRUSH CORP	Tymco 435 - Gutterbrooms	Open	3,996.21	0.00	
22-01325	11/29/22	IRONMOUN	IRON MOUNTAIN	record storage-dec 2022	Open	809.75	0.00	
22-01326	11/29/22	ATLANTIC	ATLANTIC COAST ALARM, INC.	Municipal Building	Open	900.00	0.00	
22-01328	11/30/22	CASALE	Casale & Sykes Enterprises LLC	PW Building Repairs	Open	2,100.00	0.00	
22-01330	12/01/22	UPSESSEX	The UPS Store 6897	Shipping for FD - SCBA Machine	Open	243.41	0.00	
22-01332	12/02/22	MCELWEE	McElwee & Quinn, LLC.	Printing Service Bond Note '22	Open	1,200.00	0.00	
22-01333	12/02/22	IAAO	IAAO	Membership Dues 2023	Open	240.00	0.00	
22-01340	12/05/22	DANIELAD	DANIEL E. ADAMS	Christmas Decorations - Sta. 2	Open	56.00	0.00	
22-01341	12/05/22	VERALPH	V.E. RALPH & SON, INC.	Pulse Oximeter - COVID 19	Open	1,090.00	0.00	
22-01342	12/05/22	SAMS	Sam's Club	Tables for OEM/City Hall	Open	479.84	0.00	
22-01344	12/06/22	ABC NJ	NEW JERSEY DIVISION OF	LIQUOR LICENSE RENEWAL	Open	54.00	0.00	
22-01346	12/06/22	JOSEPHDI	Joseph DiBuonaventura	Reimbursement for EMT Training	Open	350.00	0.00	
22-01349	12/06/22	ALERTALL	Alert-All Corp.	Fire Prevention Materials	Open	107.50	0.00	
22-01350	12/06/22	SJWELDIN	SOUTH JERSEY WELDING SUPPLY CO	Oxygen Cylinder Rental Nov. 22	Open	48.30	0.00	
22-01351	12/06/22	WITMER	Witmer Public Safety Group Inc	Rite in the Rain EMS Notebooks	Open	287.50	0.00	
22-01353	12/07/22	GFOA	GFOA of NJ	2023 membership- CFO	Open	90.00	0.00	
22-01354	12/08/22	ORCHARDS	ORCHARDS HYDRAULIC SERVICE,INC	Hydraulic Line - Backhoe	Open	165.34	0.00	
22-01355	12/08/22	ANDRE015	Andrew Freeto	Refund '22 Tax-100% Dis/Exempt	Open	2,820.79	0.00	
22-01356	12/08/22	DEPTCOAF	Dept of Community Affairs	CMFO license renewal N0732	Open	50.00	0.00	
22-01357	12/09/22	MOSSMANS	MOSSMANS BUSINESS MACHINE INC	copier contract	Open	308.91	0.00	
22-01358	12/09/22	M JEWITT	Margaret Jewitt	Exercise Class	Open	350.00	0.00	
22-01359	12/09/22	G MEDOFF	Geraldine Medoff	Tai Chi & Chair Yoga	Open	600.00	0.00	
22-01363	12/09/22	WITMER	Witmer Public Safety Group Inc	Amerex Valve with Cap - PW Ext	Open	27.00	0.00	
22-01364	12/09/22	PITNEY	PITNEY BOWES GLOBAL	postage machine lease-4 qt	Open	903.33	0.00	
22-01366	12/09/22	VERIZ LD	VERIZON BUSINESS	Verizon Long Distance Nov	Open	85.39	0.00	
22-01367	12/12/22	COMCAST	COMCAST	INTERNET ACCESS-DEC 2022	Open	2,251.24	0.00	
22-01369	12/12/22	WATERENV	WATER ENVIRONMENT FEDERATION	Membership Renewal - Scullion	Open	117.00	0.00	

Total Purchase Orders: 123 Total P.O. Line Items: 0 Total List Amount: 1,779,910.88 Total Void Amount: 0.00

December 12, 2022
01:48 PM

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

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
APPROPRIATIONS	1-01	31,000.00	0.00	0.00	31,000.00
APPROPRIATIONS	2-01	1,166,396.47	0.00	0.00	1,166,396.47
	2-05	334,967.92	0.00	0.00	334,967.92
Year Total:		1,501,364.39	0.00	0.00	1,501,364.39
	C-04	206,884.00	0.00	0.00	206,884.00
	C-06	3,186.00	0.00	0.00	3,186.00
Year Total:		210,070.00	0.00	0.00	210,070.00
	T-09	20,294.70	0.00	0.00	20,294.70
	T-12	9.00	0.00	0.00	9.00
	T-14	17,172.79	0.00	0.00	17,172.79
Year Total:		37,476.49	0.00	0.00	37,476.49
Total Of All Funds:		1,779,910.88	0.00	0.00	1,779,910.88

A motion to adopt **Resolution #246-2022,** authorizing the canceling of various improvement authorizations of the general capital fund, was put forth by Commissioner Blumberg, Seconded by Commissioner Amodeo, with a vote of three ayes.

RESOLUTION # 246-2022
AUTHORIZING THE CANCELATION OF VARIOUS IMPROVEMENT AUTHORIZATIONS OF THE GENERAL CAPITAL FUND

Whereas, certain General Capital Improvement Authorization and Appropriation balances remain dedicated to certain projects; and

WHEREAS, it is the desire of the Board of Commissioners of the City of Margate City to cancel said unexpended balances,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the following improvement authorization balances be canceled and the unexpended monies be allocated as follows:

ORDINANCE #	PURPOSE	TOTAL CANCELED	CANCELED TO DEF CHARGES FUTURE TAX UNFUNDED	RESERVE TO PAY BONDS AND NOTES
07-2017	Tighe School Improvements	$101,464.47	$101,464.47	
22-2018	Amherst bulkhead; 2017 State Aid-Atlantic Ave; Safe Routes to Schools; Thurlow Ave; Bayshore Dr West	$80,106.39	$80,106.39	
	TOTALS	**$181,570.86**	**$181,570.86**	

A motion to adopt **Resolution #247-2022,** authorizing a transfer of budget appropriations, was put forth by Commissioner Blumberg, Seconded by Commissioner Amodeo, with a vote of three ayes.

R E S O L U T I O N #247-2022

Authorizing a Transfer of Budget Appropriations

Whereas, for the fiscal year 2022 there exists a need to transfer excess funds from certain budgetary appropriations to appropriations with inadequate funds and,

Whereas, N.J.S.A. 40A:4-58 permits certain transfers of funds when necessary during the last two months of the fiscal year; and

Whereas, the amount to be transferred is $21,738.80 as evidenced by the following list of appropriation transfers as prepared by the Chief Financial Officer:

FROM			TO		
Budget Account	Account Number	Amount	Budget Account	Account Number	Amount
General Office - Misc O/E	2-01-20-100-207	700.00	Tax Collector - Office Supplies	2-01-20-145-201	700.00
City Clerk O/E-Office Supplies	2-01-20-120-201	2,600.00	City Clerk S&W- Regular	2-01-20-120-101	2,600.00
Interest on Bonds	2-05-55-522-201	6,175.00	Interest on Notes	2-05-55-523-201	6,175.00
WS - Equipment Repairs & Maint	2-05-55-502-270	12,263.80	Interest on Notes	2-05-55-523-201	12,263.80
		$ 21,738.80			$ 21,738.80

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

1. Lisa McLaughlin, CFO

Consent Agenda:

A motion to adopt the Consent Agenda for **Resolution #248-2022 thru Resolution #256-2022 and Resolution #258-276 thru Resolution #276-2022**, was put forth by Commissioner Blumberg, Second by Commissioner Amodeo, with a vote of three ayes.

RESOLUTION #248-2022
2023 TAX ASSESSMENT SERVICES
WITH VITAL COMMUNICATIONS, INC.
JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

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 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 Vital Communications, Inc., 900 South Broad Street, Trenton, NJ 08611 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 available under Tax Collector - Computer & Software –3-01-20-145-251 $3,000.00 and Tax Assessor – Computer & Software –3-01-20-150-212 $22,000.00 for the purpose of contract. Amounts for future years are contingent upon sufficient funds being appropriated in the 2023 budget.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Margate City hereby authorizes the Mayor and City Clerk to execute the award of contract without competitive bidding as an Extraordinary, Unspecifiable Service pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) to Vital Communications, Inc., 900 S. Broad Street, Trenton, NJ 08611 in the amount of $25,000.00 for a one year period (January 1, 2023 through December 31, 2023).

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. Vital Communications, Inc., 900 S. Broad Street, Trenton, NJ 08611
2. Lisa McLaughlin, Chief Financial Officer
3. James Manghan, Tax Assessor

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: 12/15/22
Resolution Number: 248-2022

Vendor: VITAL Vital Communications, INC
900 SOUTH BROAD STREET
TRENTON, NJ 08611

Contract: C2300012 2023 Tax Assessment Services

Account Number	Amount	Department Description
30120145251	$3,000.00	Tax Collector-Computer & Software
30120150212	$22,000.00	Tax Assessor- Computer & Software

Only amounts for the 2022 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Chief Financial Officer

RESOLUTION #249-2022
AUTHORIZING THE PURCHASE UNDER STATE CONTRACT
2021 FORD F450 CAB & CHASSIS CREW CAB 4x4

WHEREAS, the Board of Commissioners of the City of Margate City, in Atlantic County, State of New Jersey pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey State Contract; and

WHEREAS, the Board of Commissioners of the City of Margate City desire to purchase a 2021 Ford F450 Cab & Chassis Crew Cab 4x4 for the Public Works Department of the City of Margate City from an authorized vendor under the State of New Jersey State Cooperative Purchasing Program; and

WHEREAS, the Publics Works Superintendent, Frank Ricciotti, recommends the purchasing of a 2021 Ford F450 Cab & Chassis Crew Cab 4x4 under New Jersey State Contract #A88215 to be awarded to Cherry Hill Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034 in the amount of $92,957.00; and

WHEREAS, the Chief Financial Officer has certified to the Margate City Board of Commissioners that there are sufficient funds in the amount not to exceed $92,957.00.00 available under Ordinance 04-2022 account C-06-55-915-904 for the award of this contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey does hereby authorize the purchase of a 2021 Ford F450 Cab & Chassis Crew Cab 4x4 under State Contract #A88215 from Cherry Hill Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034 in the amount not to exceed $92,957.00.

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

1. Cherry Hill Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034
2. Lisa McLaughlin, Chief Financial Officer
3. Frank Ricciotti, Public Works Superintendent

CERTIFICATION OF AVAILABILITY OF FUNDS

Pursuant to 40A:4-57, I, Lisa McLaughlin, Chief Financial Officer of the City of Margate, County of Atlantic, do hereby certify that the below listed funds are available.

Contract:
2021 FORD F450 CAB & CHASSIS CREW CAB 4x4
New Jersey State Contract #A88215

Resolution #: 249-2022
Resolution Date: December 15, 2022

Vendor:
Cherry Hill Winner Ford
250 Haddonfield-Berlin Road
Cherry Hill, NJ 08034

Contract Amount:
$92,957.00

Source of Funds:

Capital Ordinance 04-2022 C-06-55-915-904 $92,957.00

Lisa McLaughlin, CPA, CMFO
Chief Municipal Finance Officer
Margate City, New Jersey

12/15/22
Date

RESOLUTION #250-2022

AUTHORIZING APPROVAL OF RELIANCE STANDARD LIFE INSURANCE COMPANY

WHEREAS, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey desires to renew a contract with Reliance Standard Life Insurance Company for Supplemental Life and Accidental Death & Dismemberment Benefits for Margate City Employees beginning February 1, 2023 through January 31, 2024; and

WHEREAS, Reliance Standard Life Insurance Company submitted proposals November 29, 2022 which the terms of agreement with Margate City are February 1, 2023 through January 31, 2024; and

WHEREAS, the Chief Financial Officer has certified to the City Commissioners that there are sufficient funds in an amount not to exceed $5,444.88, available under Group Health – Life 3-01-23-220-261 for award of this contract. Amounts for future years are contingent upon sufficient funds being appropriated in the 2023 budget.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey now approves the contract of Reliance Standard Life Insurance Company as providers of Employee Supplemental Life and Accidental Death & Dismemberment Benefits beginning February 1, 2023 through January 31, 2024.

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

1. Lisa McLaughlin, Chief Financial Officer
2. Sean Gormley, Brown and Brown Metro, LLC

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: $5,444.88
Resolution Date: 12/15/22
Resolution Number: 250-2022

Vendor: RELIA005 Reliance Standard Life
Insurance Company
PO Box 3124
Southeastern, PA 193983124

Contract: C2300013 Supplemental Life and AD&D
2/1/23-1/31/24

Account Number	Amount	Department Description
30123220261	$5,444.88	Group Health-Life

Only amounts for the 2022 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Chief Financial Officer

RESOLUTION #251-2022
AUTHORIZING AWARD OF CONTRACT
TO PROVIDE 2023 CLEANING AND TELEVISING OF SEWER SYSTEMS

WHEREAS, on October 20, 2022 the Board of Commissioners of the City of Margate City approved Resolution #201-2022 authorizing the receipt of bids to provide Cleaning and Televising of Sewer Systems; and

WHEREAS, the City Clerk did duly advertise for the receipt of said bids to provide Cleaning and Televising of Sewer Systems in the Atlantic City Press on November 9, 2022; and

WHEREAS, in connection therewith the following two (2) bid(s) were received by the City Clerk and Qualified Purchasing Agent of the City of Margate City on November 29, 2022:

1. Mobile Dredging and Video Pipe, Inc., 1566 Harding Hwy, Newfield, NJ 08344 $254,968.00
2. Vortex Services, 18150 Imperial Valley Drive, Houston Texas 77060 $340,946.00

; and

WHEREAS, the City's Qualified Purchasing Agent, Roger McLarnon, submitted his recommendation letter dated December 6, 2022, that a contract be awarded to Mobile Dredging and Video Pipe, Inc., 1566 Harding Highway, Newfield, New Jersey 08344 as per their proposal to provide January 1, 2023 thru December 31, 2023 Cleaning and Televising of Sewer Systems in an amount of $254,968.00.00; and

WHEREAS, Mobile Dredging and Video Pipe, Inc. is the lowest responsive and responsible bidder for these services; and

WHEREAS, the Chief Financial Officer has certified to the Board of Commissioners that there are sufficient funds in an amount not to exceed $254,968.00 available under Water Sewer-Video Services 3-05-55-502-414 for the purpose of this award. Amounts for future years is contingent upon sufficient funds being appropriated in the 2023 budget.

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 award a contract to Mobile Dredging and Video Pipe, Inc., 1566 Harding Highway, Newfield, New Jersey 08344 in an amount not to exceed $254,968.00 as per their proposal to provide January 1, 2023 thru December 31, 2023 Cleaning and Televising of Sewer Systems.

BE IT FURTHER RESOLVED that the award of contract is conditioned upon the delivery and execution thereof within ten (10) days from the date of the within resolution accompanied by such appropriate insurance certificate, affirmative action certificate and performance bond as may be required by the specifications.

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

1. Roger McLarnon, Qualified Purchasing Agent
2. Lisa McLaughlin, Chief Financial Officer
3. Mobile Dredging and Video Pipe, Inc., 1566 Harding Highway, Newfield, NJ 08344

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: 254,968.00
Resolution Date: 12/15/22
Resolution Number: 251-2022

Vendor: VIDEO MOBILE DREDGING VIDEO PIPE INC
1566 HARDING HIGHWAY
NEWFIELD, NJ 083445220

Contract: C2300014 2023 Cleaning and Televising of Sewer Systems

Account Number	Amount	Department Description
30555502414	$254,968.00	Water Sewer- Video Services

Only amounts for the 2022 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Chief Financial Officer

RESOLUTION #252-2022
AUTHORIZING AWARD OF CONTRACT TO PROVIDE 2023 LANDSCAPING MAINTENANCE OF VARIOUS PUBLIC PROPERTIES

WHEREAS, on October 20, 2022, the Board of Commissioners of the City of Margate City approved Resolution #200-2022 authorizing the receipt of bids to provide 2023 Landscaping Maintenance of Various Public Properties; and

WHEREAS, the City Clerk did duly advertise for the receipt of said bids to provide Landscaping Maintenance of Various Public Properties in the Atlantic City Press on November 9, 2022; and

WHEREAS, in connection therewith the following three (3) bid(s) were received by the City Clerk and Qualified Purchasing Agent of the City of Margate on November 29, 2022:

1. A. Guzzo Landscaping, LLC, 111 Pleasant Avenue, Absecon, NJ 08232 $63,000.00
2. Brightview Landscapes, LLC, 1192B Marlkress Road, Cherry Hill, NJ 08003 $72,008.04
3. Michael Angerman Landscaping, Inc., PO Box 660, Northfield, NJ 08225 $73,160.04

; and

WHEREAS, the City's Qualified Purchasing Agent, Roger McLarnon, submitted his letter dated December 6, 2022 that a contract be awarded to A. Guzzo Landscaping, LLC, 111 Pleasant Avenue, Absecon, NJ 08232 as per their proposal to provide Landscaping Maintenance of Various Public Properties in an amount of $63,000.00; and

WHEREAS, A. Guzzo Landscaping, LLC, 111 Pleasant Avenue, Absecon, NJ 08232 is the lowest responsive and responsible bidder for these services; and

WHEREAS, the Chief Financial Officer has certified to the Board of Commissioners that there are adequate funds not to exceed $63,000.00 available under Buildings & Grounds-Landscaping 3-01-26-310-281 for the purpose of this award. Amounts for future years is contingent upon sufficient funds being appropriated in the 2023 budget.

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 award a contract to A. Guzzo Landscaping, LLC, 111 Pleasant Avenue, Absecon, NJ 08232 in an amount not to exceed $63,000.00 as per their proposal to provide January 1, 2023 thru December 31, 2023 Landscaping Maintenance of Various Public Properties.

BE IT FURTHER RESOLVED that the award of contract is conditioned upon the delivery and execution thereof within ten (10) days from the date of the within resolution accompanied by such appropriate insurance certificate, affirmative action certificate and performance bond as may be required by the specifications.

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

1. Frank Ricciotti, Superintendent of Public Works
2. Lisa McLaughlin, Chief Financial Officer
3. A. Guzzo Landscaping, LLC, 111 Pleasant Avenue, Absecon, NJ 08232

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: 63,000.00
Resolution Date: 12/15/22
Resolution Number: 252-2022

Vendor: AGUZZ005 A. Guzzo Landscaping, LLC
111 Pleasant Avenue
Absecon, NJ 08232

Contract: C2300015 2023 Landscaping Maintenance
Various Public Properties and
Ventnor Avenue Parkway

Account Number	Amount	Department Description
30126310281	$63,000.00	Buildings & Grounds- Landscaping

Only amounts for the 2022 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Chief Financial Officer

RESOLUTION #253-2022
AUTHORIZING AWARD OF CONTRACT TO PROVIDE 2023 LANDSCAPING MAINTENANCE OF MARVEN GARDENS AND VENTNOR AVENUE PARKWAY

WHEREAS, on October 20, 2022, the Board of Commissioners of the City of Margate City approved Resolution #200-2022 authorizing the receipt of bids to provide 2023 Landscaping Maintenance of Marven Gardens and Ventnor Avenue Parkway; and

WHEREAS, the City Clerk did duly advertise for the receipt of said bids to provide Landscaping Maintenance of Marven Gardens and Ventnor Avenue Parkway in the Atlantic City Press on November 9, 2022; and

WHEREAS, in connection therewith the following three (3) bid(s) were received by the City Clerk and Qualified Purchasing Agent of the City of Margate on November 29, 2022:

1. Brightview Landscapes, LLC, 1192B Marlkress Road, Cherry Hill, NJ 08003 $59,558.16
2. Michael Angerman Landscaping, Inc., PO Box 660, Northfield, NJ 08225 $66,625.08
3. A. Guzzo Landscaping, LLC, 111 Pleasant Avenue, Absecon, NJ 08232 $66,192.00

; and

WHEREAS, the City's Qualified Purchasing Agent, Roger McLarnon, submitted his letter dated December 6, 2022 that a contract be awarded to Brightview Landscapes, LLC, 1192B Marlkress Road, Cherry Hill, NJ 08003 as per their proposal to provide Landscaping Maintenance of Marven Gardens and Ventnor Avenue Parkway in an amount of $59,558.16; and

WHEREAS, Brightview Landscapes, LLC, 1192B Marlkress Road, Cherry Hill, NJ 08003 is the lowest responsive and responsible bidder for these services; and

WHEREAS, the Chief Financial Officer has certified to the Board of Commissioners that there are adequate funds not to exceed $59,558.16 available under Buildings & Grounds-Landscaping 3-01-26-310-281 for the purpose of this award. Amounts for future years is contingent upon sufficient funds being appropriated in the 2023 budget

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 award a contract to Brightview Landscapes, LLC, 1192B Marlkress Road, Cherry Hill, NJ 08003 in an amount not to exceed $59,558.16 as per their proposal to provide January 1, 2023 thru December 31, 2023 Landscaping Maintenance of Marven Gardens and Ventnor Avenue Parkway.

BE IT FURTHER RESOLVED that the award of contract is conditioned upon the delivery and execution thereof within ten (10) days from the date of the within resolution accompanied by such appropriate insurance certificate, affirmative action certificate and performance bond as may be required by the specifications.

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

1. Frank Ricciotti, Superintendent of Public Works
2. Lisa McLaughlin, Chief Financial Officer
3. Brightview Landscapes, LLC, 1192B Marlkress Road, Cherry Hill, NJ 08003

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: 59,558.16
Resolution Date: 12/15/22
Resolution Number: 253-2022

Vendor: BRIGHTVI Brightview Landscapes, LLC
1192 Malkress Road
Cherry Hill, NJ 08003

Contract: C2300016 2023 Landscaping Maintenance
Marven Gardens and Ventnor
Avenue Parkway

Account Number	Amount	Department Description
30126310281	$59,558.16	Buildings & Grounds- Landscaping

Only amounts for the 2022 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Chief Financial Officer

RESOLUTION #254-2022
AUTHORIZING AWARD OF CONTRACT TO HATFIELD-SCHWARTZ LAW GROUP TO PROVIDE EMPLOYMENT LAW SERVICES

WHEREAS, the City of Margate City, in the County of Atlantic, State of New Jersey has a need for a Labor Attorney to review and present recommendations on employment law; and

WHEREAS, this contract is being considered without competitive bidding because it is a Professional Services Contract and is an exception to the Local Public Contracts Law, *N.J.S.A.* 40:11A-5 (1)(a)(i).; and

WHEREAS, Hatfield-Schwartz Law Group, 240 Cedar Knolls Road, Suite 303, Cedar Knolls, NJ 07927 submitted a proposal dated November 29, 2022 to provide, review, and present recommendations on employment law as related to sick and vacation leave at a rate of $185/hour in the amount not to exceed $7,500.00; and

WHEREAS, the Governing Body has determined to accept their proposal, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Chief Financial Officer has certified to the City Commissioners that there are sufficient funds in an amount not to exceed $7,500.00 available under Legal –Labor 2-01-20-155-256 for the award of this contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City does hereby accept the proposal of Hatfield-Schwartz Law Group, 240 Cedar Knolls Road, Suite 303, Cedar Knolls, NJ 07927 to conduct legal research as required.

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

1. Hatfield-Schwartz Law Group, 240 Cedar Knolls Road, Suite 303, Cedar Knolls, NJ 07927
2. Lisa McLaughlin, Chief Financial Officer

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: 7,500.00
Resolution Date: 12/15/22
Resolution Number: 254-2022

Vendor: HATFI005 Hatfield Schwartz Law Group
240 Cedar Knolls Road
Suite 303
Cedar Knolls, NJ 07927

Contract: C2200028 Employment Law Services

Account Number	Amount	Department Description
2-01-20-155-256	7,500.00	LEGAL
Total	7,500.00	

Only amounts for the 2022 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Chief Financial Officer

RESOLUTION #255-2022
AUTHORIZING THE PURCHASE OF A POLARIS PRO XD 4000G THROUGH SOURCEWELL COOPERATIVE PRICING SYSTEM

WHEREAS, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey pursuant to N.J.S.A. 40A:11-12a and N.J.A.C._5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the Sourcewell Cooperative Purchasing System; and

WHEREAS, the Board of Commissioners of the City of Margate City desire to purchase a Polaris Pro XD 4000G through Eastern Lift Truck, 2732 S. West Blvd., Vineland, NJ 08360, an authorized vendor under the Sourcewell Cooperative Purchasing System, under #122220-PSI; and

WHEREAS, Frank Ricciotti, the Superintendent of Public Works, recommends purchasing the Polaris Pro XD 4000G, to be awarded to Eastern Lift Truck, 2732 S. West Blvd., Vineland, NJ 08360 in the amount of $19,951.23; and

WHEREAS, the Chief Financial Officer has certified to the Margate City Board of Commissioners that there are sufficient funds in the amount not to exceed $19,951.23 available under account #20126290273 for approval of this purchase.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey does hereby authorize the purchasing of a Polaris Pro XD 4000G in the amount not to exceed $19,951.23.

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

1. Lisa McLaughlin, Chief Financial Officer
2. Frank Ricciotti, Superintendent of Public Works
3. Roger McLarnon, Qualified Purchasing Agent
4. Eastern Lift Truck, 2732 S. West Blvd., Vineland, NJ 08360

CERTIFICATION OF AVAILABILITY OF FUNDS

Pursuant to 40A:4-57, I, Lisa McLaughlin, Chief Financial Officer of the City of Margate, County of Atlantic, do hereby certify that the below listed funds are available.

Contract:
POLARIS PRO XD 4000G
Sourcewell Cooperative Purchasing System contract #122220-PSI

Resolution #: 255-2022
Resolution Date: December 15, 2022

Vendor:
Eastern Lift Truck Company, Inc.
549 E. Linwood Avenue
Maple Shade, NJ 08052

Contract Amount:
$19,951.23

Source of Funds:

Street Repairs OE	20126290273	$19,951.23

Lisa McLaughlin, CPA, CMFO
Chief Municipal Finance Officer
Margate City, New Jersey

12/15/22
Date

RESOLUTION #256-2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT
WITH DANIEL ADAMS AS FIRE CHIEF

WHEREAS, Daniel Adams currently serves as Fire Chief of the Fire Department, and has done so since February 19, 2018, and has worked full-time with the City of Margate since June, 6, 1991; and

WHEREAS, it is in the best interest of the City of Margate City that Daniel Adams continues as Fire Chief.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Daniel Adams as Margate City's Fire Chief be approved.

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

1. Daniel Adams, Fire Chief
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH DANIEL ADAMS

This Employment Agreement is made between Daniel Adams (herein after "Adams") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2022.

WHEREAS, Adams currently serves as Fire Chief of the Fire Department, and has done so since February 19, 2018, and has worked full-time with the City of Margate since June, 6, 1991.

WHEREAS, both the City and Adams desire to memorialize in writing an agreement pertaining to Adams continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No. _____ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022, the parties agree as follows;

1. **TERM OF AGREEMENT.**

   This agreement shall cover the time period of January 1, 2023, through December 31, 2025.

2. **HEALTH INSURANCE.**

   Adams shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   Adams shall receive Twenty-Five (25) eight-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Adams retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to him only for the year in which he retires.

4. **SICK TIME.**

   Adams shall be entitled to fifteen (15) sick days annually. Should Adams retire during the term of this agreement, Adams shall be compensated for all unused sick days he shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding his retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy dated May 8, 2020, but shall be limited to a fixed amount if Adams is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Adams shall be off from duty on all City recognized holidays for non-union managerial employees. If he is required to work for any reason, he shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Adams shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. LONGEVITY. Adams shall be paid an annual Longevity pay of $15,000 for 2023 which shall be capped at $15,000 for 2024 and thereafter.

8. BASE PAY Adams shall be paid a base pay of $169,000 for 2023 and $174,000 for 2024 and a base pay of $179,000 for 2025.

9. FULLY BARGAINED AGREEMENT.

This agreement contains all of the promises and understandings of Adams and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Adams and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, ADAMS STATES THAT:

A. HE HAS READ IT;

B. HE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Daniel E Adams

Daniel Adams

12-13-2022

Date

THE CITY OF MARGATE,

ATLANTIC COUNTY, NEW JERSEY

Michael Becker

Mayor

Date

ATTEST:

Johanna Casey, RMC

RESOLUTION #258-2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT WITH PATRICK ARMSTRONG AS DEPUTY FIRE CHIEF

WHEREAS, Armstrong currently serves as Deputy Fire Chief of the Fire Department and has done so since January 16, 2020, and has worked full-time with the City of Margate since October 14, 1996; and

WHEREAS, it is in the best interest of the City of Margate City that Patrick Armstrong continues as Deputy Fire Chief.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Patrick Armstrong as Margate City's Deputy Fire Chief be approved.

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

1. Patrick Armstrong, Deputy Fire Chief
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH PATRICK ARMSTRONG

This Employment Agreement is made between Patrick Armstrong (herein after "Armstrong") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2022.

WHEREAS Armstrong currently serves as Deputy Fire Chief of the Fire Department and has done so since January 16, 2020, and has worked full-time with the City of Margate since October 14, 1996.

WHEREAS, both the City and Armstrong desire to memorialize in writing an agreement pertaining to Armstrong continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No. _____ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022, the parties agree as follows;

1. **TERM OF AGREEMENT.**

   This agreement shall cover the time period of January 1, 2023, through December 31, 2025.

2. **HEALTH INSURANCE.**

   Armstrong shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   Armstrong shall receive Twenty-Five (25) eight-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Armstrong retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to him only for the year in which he retires.

4. **SICK TIME.**

   Armstrong shall be entitled to fifteen (15) sick days annually. Should Armstrong retire during the term of this agreement, Armstrong shall be compensated for all unused sick days he shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding his retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy

dated May 8, 2020, but shall be limited to a fixed amount if Armstrong is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Armstrong shall be off from duty on all City recognized holidays for non-union managerial employees. If he is required to work for any reason, he shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Armstrong shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. **LONGEVITY.** Armstrong shall be paid an annual Longevity pay of $15,000 for 2023 which shall be capped at $15,000 for 2024 and thereafter.

8. **BASE PAY** Armstrong shall be paid a base pay of $152,000 for 2023 and $157,000 for 2024 and a base pay of $162,000 for 2025.

9. **FULLY BARGAINED AGREEMENT.**

This agreement contains all of the promises and understandings of Armstrong and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Armstrong and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, ARMSTRONG STATES THAT:

A. HE HAS READ IT;

B. HE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Patrick Armstrong

12-8-2022
Date

THE CITY OF MARGATE,
ATLANTIC COUNTY, NEW JERSEY

Michael Becker
Mayor

Date

ATTEST:

Johanna Casey, RMC

RESOLUTION #259-2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT
WITH JAMES DICKERSON AS ASSISTANT PUBLIC WORKS SUPERINTENDENT

WHEREAS, James Dickerson currently serves as Assistant Public Works Superintendent of the Public Works Department, and has done so since October 7, 2019, and has worked full-time with the City of Margate since November 4, 1994; and

WHEREAS, it is in the best interest of the City of Margate City that James Dickerson continues as Assistant Public Works Superintendent.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with James Dickerson as Margate City's Assistant Public Works Superintendent be approved.

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

1. James Dickerson, Assistant Public Works Superintendent
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH JAMES DICKERSON SR.

This Employment Agreement is made between James Dickerson (herein after "Dickerson") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2022.

WHEREAS, Dickerson currently serves as Assistant Public Works Superintendent of the Public Works Department, and has done so since October 7, 2019, and has worked full-time with the City of Margate since November 4, 1994.

WHEREAS, both the City and Dickerson desire to memorialize in writing an agreement pertaining to Dickerson continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No. _____ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022, the parties agree as follows;

1. **TERM OF AGREEMENT.**

   This agreement shall cover the time period of January 1, 2023, through December 31, 2025.

2. **HEALTH INSURANCE.**

   Dickerson shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   Dickerson shall receive Twenty-Five (25) eight-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Dickerson retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to him only for the year in which he retires.

4. **SICK TIME.**

   Dickerson shall be entitled to fifteen (15) sick days annually. Should Dickerson retire during the term of this agreement, Dickerson shall be compensated for all unused sick days he shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding his retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy dated May 8, 2020,

but shall be limited to a fixed amount if Dickerson is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Dickerson shall be off from duty on all City recognized holidays for non-union managerial employees. If he is required to work for any reason, he shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Dickerson shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. **LONGEVITY.** Dickerson shall be paid an annual Longevity pay of $16,000 for 2023 which shall be capped at $16,000 for 2024 and thereafter.

8. **BASE PAY** Dickerson shall be paid a base pay of $141,000 for 2023 and $145,000 for 2024 and a base pay of $149,000 for 2025.

9. **FULLY BARGAINED AGREEMENT.**

This agreement contains all of the promises and understandings of Dickerson and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Dickerson and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKONWLEDGEMENT.

BY SIGNING THIS AGREEMENT, DICKERSON STATES THAT:

A. HE HAS READ IT;

B. HE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

James M. Dickerson SR — 12/8/2022

James Dickerson Sr. — Date

THE CITY OF MARGATE,

ATLANTIC COUNTY, NEW JERSEY

Michael Becker — Date

Mayor

ATTEST:

Johanna Casey, RMC

RESOLUTION #260-2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT WITH GUY "JIM" GALANTINO AS CONSTRUCTION OFFICIAL

WHEREAS, Galantino currently serves as Construction Official of the Building Department, and has done so since May 22, 2003, and has worked full time with the City of Margate since June 4, 1991; and

WHEREAS, it is in the best interest of the City of Margate City that James "Guy" Galantino continues as Construction Official.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with James "Guy" Galantino as Margate City's Construction Official be approved.

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

1. James "Guy" Galantino, Construction Official
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH JAMES "GUY" GALANTINO

This Employment Agreement is made between James "Guy" Galantino (herein after "Galantino") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ___ day of _____ 2022.

WHEREAS, Galantino currently serves as Construction Official of the Building Department, and has done so since May 22, 2003, and has worked full time with the City of Margate since June 4, 1991.

WHEREAS, both the City and Galantino desire to memorialize in writing an agreement pertaining to Galantino continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No.___ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022, the parties agree as follows;

1. **TERM OF AGREEMENT.**

   This agreement shall cover the time period of January 1, 2023, through December 31, 2025.

2. **HEALTH INSURANCE.**

   Galantino shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   Galantino shall receive Twenty-Five (25) eight-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Galantino retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to him only for the year in which he retires.

4. **SICK TIME.**

   Galantino shall be entitled to fifteen (15) sick days annually. Should Galantino retire during the term of this agreement, Galantino shall be compensated for all unused sick days he shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding his retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy dated May 8, 2020,

but shall be limited to a fixed amount if Galantino is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Galantino shall be off from duty on all City recognized holidays for non-union managerial employees. If he is required to work for any reason, he shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Galantino shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. **LONGEVITY.** Galantino shall be paid an annual Longevity pay of $15,000 for 2023 which shall be capped at $15,000 for 2024 and thereafter.

8. **BASE PAY** Galantino shall be paid a base pay of $135,000 for 2023 and $140,000 for 2024 and a base pay of$145,000 for 2025.

9. FULLY BARGAINED AGREEMENT.

This agreement contains all of the promises and understandings of Galantino and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Galantino and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, GALANTINO STATES THAT:

A. HE HAS READ IT;

B. HE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

James "Guy" Galantino

12/13/22
Date

THE CITY OF MARGATE,

ATLANTIC COUNTY, NEW JERSEY

Michael Becker
Mayor

Date

ATTEST:

Johanna Casey, RMC

RESOLUTION #261-2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT WITH ROBERT GILMOUR AS OFFICE SUPERVISOR OF THE PUBLIC WORKS DEPARTMENT

WHEREAS, Robert Gilmour currently serves as Office Supervisor of the Public Works Department, and has done so since January 6, 2020, and has worked full-time with the City of Margate since October 27, 1986; and

WHEREAS, it is in the best interest of the City of Margate City that Robert Gilmour continues as Margate City's Office Supervisor of the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Robert Gilmour as Margate City's Office Supervisor of the Public Works Department be approved.

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

1. Robert Gilmour, Office Supervisor of the Public Works Department
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH ROBERT GILMOUR

This Employment Agreement is made between Robert Gilmour (hereinafter "Gilmour") and the City of Margate (hereinafter "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2022.

WHEREAS, Gilmour currently serves as Office Supervisor of the Public Works Department, and has done so since January 6, 2020, and has worked full-time with the City of Margate since October 27, 1986.

WHEREAS, both the City and Gilmour desire to memorialize in writing an agreement pertaining to Gilmour continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No. _____ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022, the parties agree as follows;

1. **TERM OF AGREEMENT.**

   This agreement shall cover the time period of January 1, 2023, through December 31, 2025.

2. **HEALTH INSURANCE.**

   Gilmour shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   Gilmour shall receive Twenty-Five (25) eight-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Gilmour retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to him only for the year in which he retires.

4. **SICK TIME.**

   Gilmour shall be entitled to fifteen (15) sick days annually. Should Gilmour retire during the term of this agreement, Gilmour shall be compensated for all unused sick days he shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding his retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy dated May 8, 2020, but shall be limited to a fixed amount if Gilmour is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Gilmour shall be off from duty on all City recognized holidays for non-union managerial employees. If he is required to work for any reason, he shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Gilmour shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. LONGEVITY. Gilmour shall be paid an annual Longevity pay of $10,000 for 2023 which shall be capped at $10,000 for 2024 and thereafter.

8. BASE PAY Gilmour shall be paid a base pay of $99,000 for 2023 and $102,500 for 2024 and a base pay of $106,000 for 2025.

9. FULLY BARGAINED AGREEMENT.

This agreement contains all of the promises and understandings of Gilmour and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Gilmour and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, GILMOUR STATES THAT:

A. HE HAS READ IT;

B. HE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Robert Gilmour

12/12/2022
Date

THE CITY OF MARGATE,

ATLANTIC COUNTY, NEW JERSEY

Michael Becker

Date

Mayor

ATTEST:

Johanna Casey, RMC

RESOLUTION #262-2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT WITH MATTHEW HANKINSON AS POLICE CHIEF

WHEREAS, Matthew Hankinson currently serves as Police Chief of the Police Department and has done so since September 12, 2019, and has worked full-time with the City of Margate since April 30, 1998; and

WHEREAS, it is in the best interest of the City of Margate City that Matthew Hankinson continues as Police Chief.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Matthew Hankinson as Margate City's Police Chief be approved.

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

1. Matthew Hankinson, Police Chief
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH MATTHEW HANKINSON

This Employment Agreement is made between Matthew Hankinson (herein after "Hankinson") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2022.

WHEREAS Hankinson currently serves as Police Chief of the Police Department and has done so since September 12, 2019, and has worked full-time with the City of Margate since April 30, 1998.

WHEREAS, both the City and Hankinson desire to memorialize in writing an agreement pertaining to Hankinson continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No. _____ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022, the parties agree as follows;

1. **TERM OF AGREEMENT.**

   This agreement shall cover the time period of January 1, 2023, through December 31, 2025.

2. **HEALTH INSURANCE.**

   Hankinson shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   Hankinson shall receive Twenty-Five (25) eight-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Hankinson retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to him for only for the year in which he retires.

4. **SICK TIME.**

   Hankinson shall be entitled to fifteen (15) sick days annually. Should Hankinson retire during the term of this agreement, Hankinson shall be compensated for all unused sick days he shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding his retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy

dated May 8, 2020, but shall be limited to a fixed amount if Hankinson is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Hankinson shall be off from duty on all City recognized holidays for non-union managerial employees. If he is required to work for any reason, he shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Hankinson shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. **LONGEVITY.** Hankinson shall be paid an annual Longevity pay of $15,000 for 2023 which shall be capped at $15,000 for 2024 and thereafter.

8. **BASE PAY** Hankinson shall be paid a base pay of $169,000 for 2023 and $174,000 for 2024 and a base pay of $179,000 for 2025.

9. **FULLY BARGAINED AGREEMENT.**

This agreement contains all of the promises and understandings of Hankinson and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Hankinson and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, HANKINSON STATES THAT:

A. HE HAS READ IT;

B. HE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Matthew Hankinson — 12/9/22

Matthew Hankinson — Date

THE CITY OF MARGATE,

ATLANTIC COUNTY, NEW JERSEY

Michael Becker — Date

Mayor

ATTEST:

Johanna Casey, RMC

RESOLUTION # 263-2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT WITH RONALD KASHON AS POLICE CAPTAIN

WHEREAS, Ronald Kashon currently serves as Police Captain of the Police Department, and has done so since July 3, 2019, and has worked full-time with the City of Margate since October 16, 1997; and

WHEREAS, it is in the best interest of the City of Margate City that Ronald Kashon continues as Police Captain.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Ronald Kashon as Margate City's Police Captain be approved.

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

1. Ronald Kashon, Police Captain
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH RONALD KASHON

This employment Agreement is made between Ronald Kashon (herein after "Kashon") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2022.

WHEREAS, Kashon currently serves as Police Captain of the Police Department, and has done so since July 3, 2019, and has worked full-time with the City of Margate since October 16, 1997.

WHEREAS, both the City and Kashon desire to memorialize in writing an agreement pertaining to Kashon continuing to serve in this position.

NOW, THEREFORE pursuant to Resolution No. _____ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022, the parties agree as follows;

1. **TERM OF AGREEMENT.**

   This agreement shall cover the time period of January 1, 2023, through December 31, 2025.

2. **HEALTH INSURANCE.**

   Kashon shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   Kashon shall receive Twenty-Five (25) eight-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Kashon retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to him only for the year in which he retires.

4. **SICK TIME.**

   Kashon shall be entitled to fifteen (15) sick days annually. Should Kashon retire during the term of this agreement, Kashon shall be compensated for all unused sick days he shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding his retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy dated May 8, 2020, but shall be limited to a fixed amount if Kashon is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Kashon shall be off from duty on all City recognized holidays for non-union managerial employees. If he is required to work for any reason, he shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Kashon shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. **LONGEVITY.** Kashon shall be paid an annual Longevity pay of $15,000 for 2023 which shall be capped at $15,000 for 2024 and thereafter.

8. **BASE PAY** Kashon shall be paid a base pay of $152,000 for 2023 and $157,000 for 2024 and a base pay of $162,000 for 2025.

9. **FULLY BARGAINED AGREEMENT.**

This agreement contains all of the promises and understandings of Kashon and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Kashon and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, KASHON STATES THAT:

A. HE HAS READ IT;

B. HE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Ronald Kashon

12/12/22
Date

THE CITY OF MARGATE,
ATLANTIC COUNTY, NEW JERSEY

Michael Becker
Mayor

Date

ATTEST:

Johanna Casey, RMC

RESOLUTION # 264-2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT
WITH DEANNA KRUPP AS DEPUTY MUNICIPAL COURT ADMINISTRATOR

WHEREAS, Deanna Krupp currently serves as Deputy Municipal Court Administrator of the Municipal Court Department, has done so since July 5, 2015, and has worked full-time with the City of Margate since June 18, 2012; and

WHEREAS, it is in the best interest of the City of Margate City that Deanna Krupp continues as Deputy Municipal Court Administrator.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Deanna Krupp as Margate City's Deputy Municipal Court Administrator be approved.

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

1. Deanna Krupp, Deputy Municipal Court Administrator
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH DEANNA KRUPP

This Employment Agreement is made between Deanna Krupp (herein after "Krupp") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2022.

WHEREAS, Krupp currently serves as Deputy Municipal Court Administrator of the Municipal Court Department, and has done so since July 5, 2015, and has worked full-time with the City of Margate since June 18, 2012.

WHEREAS, both the City and Krupp desire to memorialize in writing an agreement pertaining to Krupp continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No. _____ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022, the parties agree as follows;

1. **TERM OF AGREEMENT3**

   This agreement shall cover the time period of January 1, 2023, through December 31, 2025.

2. **HEALTH INSURANCE.**

   Krupp shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   Krupp shall receive Twenty (20) seven-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Krupp retire during the term of this agreement she shall be entitled to receive compensation for any unused vacation days credited to her only for the year in which she retires.

4. **SICK TIME.**

   Krupp shall be entitled to fifteen (15) sick days annually. Should Krupp retire during the term of this agreement, Krupp shall be compensated for all unused sick days she shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding her retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy dated May 8, 2020, but shall be limited to a fixed amount if Krupp is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Krupp shall be off from duty on all City recognized holidays for non-union managerial employees. If she is required to work for any reason, she shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Krupp shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. **LONGEVITY.** Krupp shall be paid an annual Longevity pay of $5,000 for 2023 which shall be capped at $5,000 for 2024 and thereafter.

8. **BASE PAY** Krupp shall be paid a base pay of $80,000 for 2023 and $83,000 for 2024 and a base pay of $86,000 for 2025.

9. **FULLY BARGAINED AGREEMENT.**

This agreement contains all of the promises and understandings of Krupp and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Krupp and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, KRUPP STATES THAT:

A. SHE HAS READ IT;

B. SHE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. SHE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HER OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. SHE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. SHE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. SHE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Deanna Krupp

Deanna Krupp

12-9-22

Date

THE CITY OF MARGATE,

ATLANTIC COUNTY, NEW JERSEY

Michael Becker

Mayor

Date

ATTEST:

Johanna Casey, RMC

RESOLUTION # 265-2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT
WITH MAUREEN LARKIN AS MUNICIPAL COURT ADMINISTRATOR

WHEREAS, Larkin currently serves as Municipal Court Administrator of the Municipal Court Department, has done so since April 7, 1993, and has worked full-time with the City of Margate since October 2, 1989; and

WHEREAS, it is in the best interest of the City of Margate City that Maureen Larkin continues as Municipal Court Administrator.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Maureen Larkin as Margate City's Municipal Court Administrator be approved.

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

1. Maureen Larkin, Municipal Court Administrator
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH MAUREEN LARKIN

This employment Agreement is made between Maureen Larking (herein after "Larkin") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2022.

WHEREAS, Larkin currently serves as Municipal Court Administrator of the Municipal Court Department, has done so since April 7, 1993, and has worked full-time with the City of Margate since October 2, 1989.

WHEREAS, both the City and Larkin desire to memorialize in writing an agreement pertaining to Larkin continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No. _____ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022, the parties agree as follows;

1. **TERM OF AGREEMENT.**

   This agreement shall cover the time period of January 1, 2023 through December 31, 2025.

2. **HEALTH INSURANCE.**

   Larkin shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   Larkin shall receive Twenty-Five (25) seven-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Larkin retire during the term of this agreement she shall be entitled to receive compensation for any unused vacation days credited to her only for the year in which she retires.

4. **SICK TIME.**

   Larkin shall be entitled to fifteen (15) sick days annually. Should Larkin retire during the term of this agreement, Larkin shall be compensated for all unused sick days she shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding her retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy dated May 8, 2020, but shall be limited to a fixed amount if Larkin is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Larkin shall be off from duty on all City recognized holidays for non-union managerial employees. If she is required to work for any reason, she shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Larkin shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. LONGEVITY. Larkin shall be paid an annual Longevity pay of $15,000 for 2023 which shall be capped at $15,000 for 2024 and thereafter.

8. BASE PAY Larkin shall be paid a base pay of $110,000 for 2023 and $115,000 for 2024 and a base pay of $119,000 for 2025.

9. FULLY BARGAINED AGREEMENT.

This agreement contains all of the promises and understandings of Larkin and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Larkin and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, LARKIN STATES THAT:

A. SHE HAS READ IT;

B. SHE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. SHE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HER OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. SHE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. SHE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. SHE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Maureen E Larkin — 12/12/22

Maureen Larkin — Date

THE CITY OF MARGATE,

ATLANTIC COUNTY, NEW JERSEY

Michael Becker — Date

Mayor

ATTEST:

Johanna Casey, RMC

RESOLUTION # 266-2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT
WITH TARA MAZZA AS
MUNICIPAL TAX COLLECTOR

WHEREAS, Tara Mazza currently serves as Municipal Tax Collector of the Tax Collection Department, and has done so since January 1, 2021, and has worked full-time with the City of Margate since January 13, 2005.; and

WHEREAS, it is in the best interest of the City of Margate City that Tara Mazza continues as Municipal Tax Collector.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Tara Mazza as Margate City's Municipal Tax Collector be approved.

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

1. Tara Mazza, Municipal Tax Collector
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH TARA MAZZA

This employment Agreement is made between Tara Mazza (herein after "Mazza") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2022.

WHEREAS Mazza currently serves as Municipal Tax Collector of the Tax Collection Department, and has done so since January 1, 2021, and has worked full-time with the City of Margate since January 13, 2005.

WHEREAS, both the City and Mazza desire to memorialize in writing an agreement pertaining to Mazza continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No. _____ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022 the parties agree as follows;

1. **TERM OF AGREEMENT.**

   This agreement shall cover the time period of January 1, 2023, through December 31, 2025.

2. **HEALTH INSURANCE.**

   Mazza shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   Mazza shall receive Twenty-One (21) seven-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Mazza retire during the term of this agreement she shall be entitled to receive compensation for any unused vacation days credited to her only for the year in which she retires.

4. **SICK TIME.**

   Mazza shall be entitled to fifteen (15) sick days annually. Should Mazza retire during the term of this agreement, Mazza shall be compensated for all unused sick days he shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding his retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy dated May 8, 2020 but shall be limited to a fixed amount if Mazza is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Mazza shall be off from duty on all City recognized holidays for non-union managerial employees. If she is required to work for any reason, she shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Mazza shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. LONGEVITY. Mazza shall be paid an annual Longevity pay of $10,000 for 2023 which shall be capped at $10,000 for 2024 and thereafter.

8. BASE PAY Mazza shall be paid a base pay of $107,000 for 2023 and $111,000 for 2024 and a base pay of $115,000 for 2025.

9. FULLY BARGAINED AGREEMENT.

This agreement contains all of the promises and understandings of Mazza and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Mazza and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, MAZZA STATES THAT:

A. SHE HAS READ IT;

B. SHE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. SHE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HER OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. SHE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. SHE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. SHE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Tara Mazza

Tara Mazza

12-13-22

Date

THE CITY OF MARGATE,

ATLANTIC COUNTY, NEW JERSEY

Michael Becker

Mayor

Date

ATTEST:

Johanna Casey, RMC

RESOLUTION #267 -2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT WITH ROGER MCLARNON AS THE ZONING OFFICER

WHEREAS, Roger McLarnon currently serves as Zoning Officer of the Zoning Department, and has done so since December 1, 2020, and has worked full-time with the City of Margate since January 4, 2016; and

WHEREAS, it is in the best interest of the City of Margate City that Roger McLarnon continues as Zoning Officer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Roger McLarnon Margate City's Zoning Officer be approved.

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

1. Roger McLarnon, Zoning Officer
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH ROGER MCLARNON

This Employment Agreement is made between Roger McLarnon (herein after "McLarnon") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this 13 day of December, 2022.

WHEREAS, McLarnon currently serves as Zoning Officer of the Zoning Department, and has done so since December 1, 2020, and has worked full-time with the City of Margate since January 4, 2016.

WHEREAS, both the City and McLarnon desire to memorialize in writing an agreement pertaining to McLarnon continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No. _____ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022 the parties agree as follows;

1. **TERM OF AGREEMENT.**

   This agreement shall cover the time period of January 1, 2023, through December 31, 2025.

2. **HEALTH INSURANCE.**

   McLarnon shall receive the same medical, prescription, dental and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   McLarnon shall receive Twenty (20) eight-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should McLarnon retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to him only for the year in which he retires.

4. **SICK TIME.**

   McLarnon shall be entitled to fifteen (15) sick days annually. Should McLarnon retire during the term of this agreement, McLarnon shall be compensated for all unused sick days he shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding his retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy

dated May 8, 2020, but shall be limited to a fixed amount if McLarnon is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

McLarnon shall be off from duty on all City recognized holidays for non-union managerial employees. If he is required to work for any reason, he shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

McLarnon shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. **LONGEVITY.** McLarnon shall be paid an annual Longevity pay of $5,000 for 2023 which shall be capped at $5,000 for 2024 and thereafter.

8. **BASE PAY** McLarnon shall be paid a base pay of 135,000 for 2023 and $140,000 for 2024 and a base pay of $145,000 for 2025.

9. **FULLY BARGAINED AGREEMENT.**

This agreement contains all of the promises and understandings of McLarnon and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by McLarnon and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, MCLARNON STATES THAT:

A. HE HAS READ IT;

B. HE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Roger McLarnon

12-13-22
Date

THE CITY OF MARGATE,

ATLANTIC COUNTY, NEW JERSEY

Michael Becker

Mayor

Date

ATTEST:

Johanna Casey, RMC

RESOLUTION # 268-2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT WITH ANDREW MILES AS DIRECTOR OF PARKS AND RECREATION

WHEREAS, Andrew Miles currently serves as Director of Parks and Recreation of the Recreation Department, and has done so since October 7, 2019, and has worked full-time with the City of Margate since August 1, 2008; and

WHEREAS, it is in the best interest of the City of Margate City that Andrew Miles continues as Director of Parks and Recreation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Andrew Miles as Margate City's Director of Parks and Recreation be approved.

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

1. Andrew Miles, Director of Parks and Recreation
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH ANDREW MILES

This Employment Agreement is made between Andrew Miles (herein after "Miles") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2022.

WHEREAS, Miles currently serves as Director of Parks and Recreation of the Recreation Department, and has done so since October 7, 2019, and has worked full-time with the City of Margate since August 1, 2008.

WHEREAS, both the City and Miles desire to memorialize in writing an agreement pertaining to Miles continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No. _____ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022, the parties agree as follows;

1. **TERM OF AGREEMENT.**

   This agreement shall cover the time period of January 1, 2023, through December 31, 2025.

2. **HEALTH INSURANCE.**

   Miles shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   Miles shall receive Twenty (20) eight-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Miles retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to him only for the year in which he retires.

4. **SICK TIME.**

   Miles shall be entitled to fifteen (15) sick days annually. Should Miles retire during the term of this agreement, Miles shall be compensated for all unused sick days he shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding his retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy dated May 8, 2020, but shall be limited to a fixed amount if Miles is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Miles shall be off from duty on all City recognized holidays for non-union managerial employees. If he is required to work for any reason, he shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Miles shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. **LONGEVITY.** Miles shall be paid an annual Longevity pay of $10,000 for 2023 which shall be capped at $10,000 for 2024 and thereafter.

8. **BASE PAY** Miles shall be paid a base pay of $107,000 for 2023 and $111,000, for 2024, and a base pay of $115,000 for 2025.

9. **FULLY BARGAINED AGREEMENT.**

This agreement contains all of the promises and understandings of Miles and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Miles and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, MILES STATES THAT:

A. HE HAS READ IT;

B. HE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Andrew Miles

12/7/22
Date

THE CITY OF MARGATE,
ATLANTIC COUNTY, NEW JERSEY

Michael Becker
Mayor

Date

ATTEST:

Johanna Casey, RMC

RESOLUTION #269 -2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT WITH PATRICK POWER AS ASSISTANT PUBLIC WORKS SUPERINTENDENT

WHEREAS, Patrick Power currently serves as Assistant Public Works Superintendent of the Public Works Department, has done so since October 7, 2019, and has worked full-time with the City of Margate since July 23, 2001; and

WHEREAS, it is in the best interest of the City of Margate City that Patrick Power continues as Assistant Public Works Superintendent.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Patrick Power as Margate City's Assistant Public Works Superintendent be approved.

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

1. Patrick Power, Assistant Public Works Superintendent
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH PATRICK POWER

This Employment Agreement is made between Patrick Power (herein after "Power") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2022.

WHEREAS, Power currently serves as Assistant Public Works Superintendent of the Public Works Department, has done so since October 7, 2019, and has worked full-time with the City of Margate since July 23, 2001.

WHEREAS, both the City and Power desire to memorialize in writing an agreement pertaining to Power continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No. _____ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022, the parties agree as follows;

1. **TERM OF AGREEMENT.**

   This agreement shall cover the time period of January 1, 2023, through December 31, 2025.

2. **HEALTH INSURANCE.**

   Power shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   Power shall receive Twenty (20) eight-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Power retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to him only for the year in which he retires.

4. **SICK TIME.**

   Power shall be entitled to fifteen (15) sick days annually. Should Power retire during the term of this agreement, Power shall be compensated for all unused sick days he shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding his retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy dated May 8, 2020, but shall be limited to a fixed amount if Power is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Power shall be off from duty on all City recognized holidays for non-union managerial employees. If he is required to work for any reason, he shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Power shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. 'LONGEVITY. Power shall be paid an annual Longevity pay of $10,000 for 2023 which shall be capped at $10,000 for 2024 and thereafter.

8. BASE PAY Power shall be paid a base pay of $139,000 for 2023 and $144,000 for 2024 and a base pay of $149,000 for 2025.

9. FULLY BARGAINED AGREEMENT.

This agreement contains all of the promises and understandings of Power and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Power and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, POWER STATES THAT:

A. HE HAS READ IT;

B. HE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Patrick S. Power 12-8-22

Patrick Power Date

THE CITY OF MARGATE,

ATLANTIC COUNTY, NEW JERSEY

Michael Becker Date

Mayor

ATTEST:

Johanna Casey, RMC

RESOLUTION # 270-2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT WITH PALMA SHILES AS TECHNICAL ASSISTANT TO THE CONSTRUCTION OFFICIAL

WHEREAS, Palma Shiles currently serves as Technical Assistant to the Construction Official of the Building Department, and has done so since July 18, 2022, and has worked full-time with the City of Margate since January 1, 2016

WHEREAS, it is in the best interest of the City of Margate City that Palma Shiles continues as the Technical Assistant to the Construction Official.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Palma Shiles as Margate City's Technical Assistant to the Construction Official be approved.

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

1. Palma Shiles, Technical Assistant to the Construction Official
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH PALMA SHILES

This Employment Agreement is made between Palma Shiles (herein after "Shiles") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2022.

WHEREAS Shiles currently serves as Technical Assistant to the Construction of the Building Department, and has done so since July 18, 2022, and has worked full-time with the City of Margate since January 1, 2016.

WHEREAS, both the City and Shiles desire to memorialize in writing an agreement pertaining to Shiles continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No. _____ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022, the parties agree as follows;

1. **TERM OF AGREEMENT.**

   This agreement shall cover the time period of January 1, 2023, through December 31, 2025.

2. **HEALTH INSURANCE.**

   Shiles shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   Shiles shall receive Seventeen (17) seven-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Shiles retire during the term of this agreement she shall be entitled to receive compensation for any unused vacation days credited to her only for the year in which she retires.

4. **SICK TIME.**

   Shiles shall be entitled to fifteen (15) sick days annually. Should Shiles retire during the term of this agreement, Shiles shall be compensated for all unused sick days she shall have accumulated up to a maximum of 100 days based on daily the rate of pay for the year immediately preceding her retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy dated May 8, 2020, but shall be limited to a fixed amount if Shiles is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Shiles shall be off from duty on all City recognized holidays for non-union managerial employees. If she is required to work for any reason, she shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Shiles shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. LONGEVITY. Shiles shall not be entitled to longevity for calendar years 2023, 2024, and 2025.

8. BASE PAY Shiles shall be paid a base pay of $78,000 for 2023 and $83,000 for 2024 and a base pay of $86,000 for 2025.

9. FULLY BARGAINED AGREEMENT.

This agreement contains all of the promises and understandings of Shiles and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Shiles and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, SHILES STATES THAT:

A. SHE HAS READ IT;

B. SHE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. SHE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HER OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. SHE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. sHE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. SHE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Palma Shiles — 12/13/2022

Palma Shiles — Date

THE CITY OF MARGATE,

ATLANTIC COUNTY, NEW JERSEY

_____ — _____

Michael Becker — Date

Mayor

ATTEST:

_____

Johanna Casey, RMC

RESOLUTION #271- 2022
ACCEPTING AMERICAN RESCUE PLAN FIREFIGHTERS GRANT

WHEREAS, the Board of Commissioners of the City of Margate approved Resolution #173-2022 on August 18, 2022, to apply for and obtain American Rescue Plan Firefighters Grant from the New Jersey Department of Community Affairs; and

WHEREAS, the purpose of this grant is to fully equip the Margate City Fire Department with new Personal Protective Equipment, specifically Turnout Coats and Turnout Pants. With the COVID-19 Pandemic, they have responded to a number of high frequency calls involving incidents related to COVID-19 patients and contamination requiring the change out of personal protective equipment; and

WHEREAS, City of Margate agrees to pay their required share of the cost of this grant; and

WHEREAS, the Board of Commissioners of the City of Margate City approved Resolution #245-2022 on December 1, 2022 requesting the New Jersey Department of Community Affairs to approve the insertion of grant monies into the Margate City Budget.

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey, do hereby authorize the acceptance of the American Rescue Plan Firefighters Grant from the New Jersey Department of Community Affairs in the amount of $27,000.

RESOLUTION #272-2022
AUTHORIZING BILLING ADJUSTMENTS FOR 2022 EXCESS WATER BILLING AND 2022 ANNUAL BILLING

WHEREAS, it has been determined by the City of Margate City Tax Collector that there were errors in the excess water billing file and the annual billing file that have resulted in potential overbilling; and

WHEREAS, the Tax Collector has submitted a certification as attached; and

WHEREAS, this is only an accounting adjustment as the accounts were not actually paid.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Margate, County of Atlantic, State of New Jersey, that the Tax Collector is hereby authorized to adjust these accounts as per her certification attached.

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

CERTIFICATION OF ADJUSTMENTS TO UTILITY ACCOUNTS

I, Tara J Mazza, Tax Collector of the City of Margate, County of Atlantic, do hereby certify that the below listed properties with amounts should be adjusted due to errors in the 2022 water excess and 2022 annual billing file.

Block	Lot	Amount	Address
5.02	11	$(211.00)	104 S ESSEX AVE
15	5	$(340.00)	111 S OSBORNE AVE
24	1	$(230.00)	9100 BEACH
105	10	$(75.00)	15-A S ESSEX AVE
108.02	28	$(25.00)	1 S GRANVILLE AVE
121	1	$(150.00)	8906 VENTNOR AVE
127	94	$(307.50)	9307 PACIFIC AVE
207.01	7	$(75.00)	9 N FRANKLIN AVE
215	10	$(230.00)	1 N OSBORNE AVE
216	17	$(85.00)	6 N OSBORNE AVE
230	28	$(230.00)	9615 VENTNOR AVE
230	303/C0001	$(450.00)	5 N MONROE AVE #1
327	408/C002	$(230.00)	112 N WASHINGTON AVE #2
330	42	$(450.00)	100 N MADISON AVE
403	1	$(1722.50)	7509 MONMOUTH AVE
413.01	103	$(24,692.50)	204 N LANCASTER AVE
427.01	103	$(24,697.50)	9300 AMHERST AVE
714	12	$(537.50)	8517 WELLINGTON AVE
805	4	$(220.00)	7806 MARSHALL AVE
805	15	$(432.50)	3 ESSEX CT
1001	3	$(247.50)	7403 BURK AVE

Date: December 9, 2022

Tara J Mazza, CTC
Tax Collector
City of Margate, New Jersey

RESOLUTION #273-2022
AUTHORIZING AWARD OF CONTRACT FOR HVAC SERVICE AND MAINTENANCE FOR MARGATE CITY MUNICIPAL FACILITIES THROUGH CAMDEN COUNTY EDUCATIONAL SERVICE COMMISSION COOPERATIVE PRICING AGREEMENT TO CM3 BUILDING SOLUTIONS, INC.

WHEREAS, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey are desirous of HVAC Service and Maintenance for Margate City Municipal Facilities; and

WHEREAS, Resolution #266-2018 authorized the Board of Commissioners of the City of Margate City to become a participating member of the Camden County Educational Cooperative Pricing System; and

WHEREAS, CM3 Building Solutions, Inc. is a participating member of the Camden County Cooperative Pricing Agreement #66CCEPS and has submitted a proposal for HVAC Service and Maintenance for Margate City Municipal Facilities in the amount of $47,712.00; and

WHEREAS, the Chief Financial Officer has certified to the Commission that there are funds in an amount not to exceed $47,712.00.00are available under Building and Grounds-Repairs & Maintenance 3-01-26-310-242 for the purpose of this contract. Amounts for future years is contingent upon sufficient funds being appropriated.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Margate City is duly authorized to accept the proposal from CM3 Building Solutions, Inc. for HVAC Service and Maintenance for Margate City Municipal Facilities for $47,712.00.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to forward a copy of this resolution to the following:

1. Lisa McLaughlin, Chief Financial Officer
2. Richard S. D'Ascenzo, CM3 Building Solution, Inc., 185 Commerce Drive,
3. Fort Washington, PA 19034
4. Frank Ricciotti, Director of Public Works

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: 47,712.00
Resolution Date: 12/15/22
Resolution Number: 273-2022

Vendor: CM 3 CM3 BUILDING SOLUTIONS, INC.
185 COMMERCE DRIVE
Suite 1
FORT WASHINGTON, PA 19034

Contract: C2300017 2023 HVAC & Service Maintenance- Municipal Facilities

Account Number	Amount	Department Description
30126310242	$47,712.00	Buildings & Grounds- Repairs & Maintenance

Only amounts for the 2022 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

_____
Chief Financial Officer

RESOLUTION #274-2022
OF THE CITY OF MARGATE
RESOLUTION OF SUPPORT FROM LOCAL GOVERNING BODY AUTHORIZING FY 2022 LOCAL RECREATION IMPROVEMENT GRANT (LRIG) APPLICATION FUNDED BY THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

WHEREAS, the New Jersey Department of Community Affairs is offering the Local Recreation Improvement Grant (LRIG); and

WHEREAS, The Local Recreation Improvement Grant is a competitive grant that supports improvement and repair of public recreation facilities including local parks, municipal recreation centers, and local stadiums; and

WHERSAS, ensuring public access to community facilities is imperative given the current strain on communities confronting the COVID-19 pandemic; and

WHEREAS, access to outdoor recreation and community resources is critical for mental and physical health, particularly for those residents with limited or no other access to quality outdoor space or private recreational opportunities. Assisting local units in achieving unmet recreational obligations addresses these equity considerations, meeting the needs of communities that have been placed under substantial stress due to the lack of quality recreational facilities and spaces; and

WHEREAS, Local Recreation Improvement Grant funds will be allocated to each grant recipient to help cover costs associated with updating community centers, playgrounds, pools, fields, walking or bicycle trails, rail trails, multi-sport courts, and recreational facilities; one-time personnel costs directly related to improvements; project development professional services costs; equipment costs including playground and recreation facilities equipment; and environmental remediation costs required to prepare recreation sites for use; and

WHEREAS, the Local Recreation Improvement Grant (LRIG) exists to: Fund improvements to recreational facilities; Provide quality outdoor recreational space to underserved, communities, particularly in this time of heightened need; and assist local units in achieving unmet recreational obligations; and

WHEREAS, the City of Margate City strives to save tax dollars, assure clean land, air, and water, improve working and living environments; and

WHEREAS, the City of Margate City wishes to apply for funding through the NJDCA Local Recreation Improvement Grant; and

WHEREAS, the NJDCA Local Recreation Improvement Grant prioritizes unfunded projects and those that include a local match component; and

WHEREAS, the City of Margate City desires to apply for and obtain a grant from the NJDCA for approximately $100,000 to carry out a project to construct a restroom building at the Sigmund S. Rimm Recreational Complex; and

NOW, THEREFORE, BE IT RESOLVED that

1) The Governing Body of the City of Margate City does hereby authorize the application for this NJDCA Local Recreation Improvement Grant application; and
2) Recognizes and accepts that the NJDCA may offer a lesser or greater amount and therefore, upon receipt of the fully executed agreement from the NJDCA, does further authorize the expenditure of funds pursuant to the terms of the agreement between the City of Margate and the NJDCA.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit a grant application for the NJDCA Local Recreation Improvement Grant on behalf of the City of Margate City, County of Atlantic, State of New Jersey.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Margate City and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

RESOLUTION #275-2022
AUTHORIZING REFUND OF TAX OVERPAYMENT

WHEREAS, it has been determined by the Tax Collector that block 332, lot 404, known as 108 N. Coolidge Avenue, has a credit balance in the 1st Quarter 2022 (February 1st) in the amount of $694.50 and a credit balance in the 2nd Quarter 2022 (May 1st) in the amount of $694.49 and a credit balance in the 3rd Quarter 2022 (August 1st) in the amount of $715.90, and a credit balance in 4th Quarter 2022 (November 1st) in the amount of $715.90 as a result of an overpayment of taxes; and

WHEREAS, Property owner, Andrew Freeto, submitted complete application and necessary supporting documentation on October 21, 2022 to the Tax Assessor; and

WHEREAS, it has been determined by the Tax Assessor that a 100% Disabled Veterans Tax Exemption is approved as of November 9, 2022 retroactive to January 1, 2022; and

WHEREAS, Property owner, Andrew Freeto, has requested the tax overpayment be refunded.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that:

> The Chief Financial Officer hereby authorized to issue a check in the amount of $2,820.79 to Andrew Freeto.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Chief Financial Officer and the Tax Collector.

RESOLUTION #276-2022
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 332 Lot 410, also known as 112 N. Coolidge Avenue in Margate City, for 2021 unpaid property tax and unpaid 2019, 2020 and 2021 water; and

WHEREAS, this lien, known as Tax Sale Certificate #22-00002 was sold to Trystate Capital Assets, LLC for 0% redemption fee and a $48,600 (Premium); and

WHEREAS, Certificate #22-00002 has been redeemed in the amount of $14,425.88.

NOW, THEREFORE, BE IT RESOLVED that the Chief Financial Officer be authorized to issue a check in the amount of $14,425.88 payable to Trystate Capital Assets, LLC for redemption of Tax Sale Certificate #22-00002.

BE IT FURTHER RESOLVED, that the Chief Financial Officer be authorized to issue a check in the amount of $48,600.00 (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

Resolutions:

A motion to adopt **Resolution #257-2022,** approving Kelle Amodeo's three-year employment agreement, was put forth by Commissioner Blumberg, Seconded by Mayor Becker, with a vote of two ayes. Commissioner Amodeo abstained form vote.

RESOLUTION #257-2022
APPROVING THREE YEAR EMPLOYMENT AGREEMENT WITH KELLE AMODEO AS PERSONNEL ASSISTANT

WHEREAS, Kelle Amodeo will serve as the Personnel Assistant of the Administrative Department beginning January 1, 2023, and has worked full-time with the City of Margate since January 1, 2017.

WHEREAS, it is in the best interest of the City of Margate City that Kelle Amodeo serves as Margate City's Personnel Assistant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Kelle Amodeo as Margate City's Personnel Assistant be approved.

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

1. Kelle Amodeo, Personnel Assistant
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk

EMPLOYMENT AGREEMENT

WITH KELLE AMODEO

This Employment Agreement is made between Kelle Amodeo (herein after "Amodeo") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2022.

WHEREAS Amodeo will serve as the Personnel Assistant of the Administrative Department beginning January 1, 2023, and has worked full-time with the City of Margate since January 1, 2017.

WHEREAS, both the City and Amodeo desire to memorialize in writing an agreement pertaining to Amodeo continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No. _____ of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022, the parties agree as follows:

1. **TERM OF AGREEMENT.**

   This agreement shall cover the time period of January 1, 2023 through December 31, 2025.

2. **HEALTH INSURANCE.**

   Amodeo shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. **VACATION.**

   Amodeo shall receive Seventeen (17) seven-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Amodeo retire during the term of this agreement she shall be entitled to receive compensation for any unused vacation days credited to her only for the year in which she retires.

4. **SICK TIME.**

   Amodeo shall be entitled to Fifteen (15) sick days annually. Should Amodeo retire during the term of this agreement, Amodeo shall be compensated for all unused sick days she shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding her retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy dated May 8, 2020,

but shall be limited to a fixed amount if Amodeo is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Amodeo shall be off from duty on all City recognized holidays for non on managerial employees. If she is required to work for any reason, she shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Amodeo shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. **LONGEVITY.** Amodeo shall not be entitled to longevity for the calendar years 2023, 2024, and 2025.

8. **BASE PAY** Amodeo shall be paid a base pay of $70,000 for 2023 and $75,000 for 2024 and a base pay of $79,000 for 2025.

9. **FULLY BARGAINED AGREEMENT.**

This agreement contains all of the promises and understandings of Amodeo and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Amodeo and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, AMODEO STATES THAT:

A. SHE HAS READ IT;

B. SHE AGREES WITH EVERYTHING CONTAINED HEREIN;

C. SHE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HER OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;

D. SHE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

E. SHE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,

F. SHE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Kelle Amodeo — 12/8/2022

Kelle Amodeo — Date

THE CITY OF MARGATE,

ATLANTIC COUNTY, NEW JERSEY

Michael Becker — Date

Mayor

ATTEST:

Johanna Casey, RMC

Executive Session: None

Update: None

Adjournment:
There being no further business, Mayor Becker called for a motion to adjourn the meeting. Whereupon, the motion was made by Commissioner Blumberg, and seconded by Commissioner Amodeo, to adjourn the meeting. A unanimous voice vote was taken adjourning the meeting at 4:24p.m.

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

Mayor, Michael Becker

Commissioner John F. Amodeo

Commissioner Maury Blumberg

Attest: Johanna Casey, Municipal Clerk