

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

**AUGUST 17, 2023**

**MARGATE CITY, NEW JERSEY**

**Meeting Called to Order – 6:00 p.m.**

**Statement of Compliance with the Open Public Meetings Act:**

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

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

**Roll Call – Board of Commissioners:**

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

**Approval of Minutes:**

The minutes from the August 3, 2023 Workshop/Capital & Regular Meeting were approved as read on motion by Commissioner Horn, seconded by Mayor Collins, with a vote of two ayes.

**Special Presentation:**

**Marcia Bronstein**, Regional Director of American Jewish Committee: Introduces Board Members of the American Jewish Committee in attendance. Explains the purpose of the committee and its mission. Thanks Margate City for supporting the combating of antisemitism. The 5<sup>th</sup> anniversary of the Tree of Life Massacre will be remembered at local synagogues on October 27, 2023.

**Public Comment:**

**Lisa Drexler and Chris Drexler**, 7812 Burk Ave.-Speak on how wonderful it is for the Margate City Recreation Program to offer the Autism Tennis Program starting September 9, 2023. Autism tennis program volunteers are always needed.

**Ken Mosca:** Faces for Autism will donate money for scholarships to the Autism Tennis Program.

**Rich Helfant:** Speaks on the plans to upgrade Lucy Park. Due to approvals needed by the Department of Community Affairs the upgrade work will not start till March 2024, which pushes the completion date to Memorial Day 2025. The existing snack bar structure will no longer be of use when the park is upgraded, so the snack bar structure is being offered to the City to use at another City location. Speaks on ways the Save Lucy Committee plans to cover the costs to upgrade and request one point five million from the City.

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



**Public Comment (Resolutions):**

**Rich Helfant:** Tomorrow night the Jewish National Fund’s Third Annual Event “Tel Aviv Meets Margate” will be held at Lucy Park.

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

**Ordinances: Introduction** -None

**Ordinances: Adoption**-None

**Resolutions:**

A motion to adopt **Resolution #181-2023**, authorizing bill payments and claims, was put forth by Commissioner Horn, Seconded by Mayor Collins, with a vote of two ayes.

**RESOLUTION #181-2023  
PAYMENTS OF CLAIMS  
MARGATE CITY BILL LIST / PAYROLL  
AUGUST 17, 2023**

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

<b><u>BILLS LIST AMOUNT:</u></b>	\$1,656,807.40
<b><u>PREVIOUSLY PAID:</u></b>	\$ 29,469.06
<b><u>PAYROLL ACCOUNT</u> – August 10, 2023</b>	
<b><u>CURRENT ACCOUNT</u></b>	\$ 659,773.95
<b><u>WATER &amp; SEWER</u></b>	\$ 55,242.78

**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.



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

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

Open: N  
Rcvd: Y  
Bid: Y

Paid: N  
Held: N  
State: Y

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

First Enc Date Range: First to 08/17/23  
Include Non-Budgeted: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-00024	01/10/22	BARKER Barker, Gelfand, Contract No: C2100051	Civil Litigation Services	Open	6,204.70	0.00	C
22-00387	03/09/22	REMINGTO REMINGTON & VERNICK Contract No: U1680002	Muni Building Renov. admin	Open	1,322.50	0.00	C
22-00430	03/17/22	REMINGTO REMINGTON & VERNICK Contract No: U1700002	2021 Road program admin/observ	Open	1,148.00	0.00	C
22-00592	05/04/22	AAAABIKE AAAA BIKE EMPORIUM	BIKE SUPPLIES AND REPAIRS	Open	3,926.80	0.00	
22-00697	05/31/22	REMINGTO REMINGTON & VERNICK Contract No: U1750001	22 State Aid design-winchester	Open	3,562.50	0.00	C
22-00803	06/28/22	COREM005 Core & Main LP Contract No: C2200015	Integrated network metering	Open	62,400.00	0.00	C
22-01025	09/02/22	REMINGTO REMINGTON & VERNICK Contract No: U1720002	20/21 CDBG admin/observation	Open	1,033.00	0.00	C
22-01327	11/29/22	WINNER Winner Ford Inc.	2023 Ford F450 Cab & Chassis	Open	92,957.00	0.00	
22-01439	12/30/22	REMINGTO REMINGTON & VERNICK Contract No: T4660001	Flood Warning & Response Plan	Open	912.00	0.00	C
23-00003	01/09/23	SAMS Sam's Club	Supplies	Open	563.55	0.00	
23-00006	01/09/23	ACUA ATLANTIC COUNTY UTILITIES AUTH	2023 QUARTERLY USER FEES	Open	328,812.00	0.00	B
23-00014	01/09/23	ANIMAL SAMUEL W. HOLLAND DBA Contract No: C2100046	Animal Control Services	Open	725.00	0.00	C
23-00017	01/09/23	STEIN005 Steiner Law Office, P.C. Contract No: C2300002	2023 Alt Public Defender	Open	250.00	0.00	C
23-00019	01/09/23	RUTALA James Rutala Associates, LLC. Contract No: C2300004	2023 Planning & Grant Assist	Open	1,760.00	0.00	C
23-00023	01/09/23	BARKER Barker, Gelfand, Contract No: C2300008	2023 Employment Law Services	Open	1,277.50	0.00	C
23-00024	01/09/23	ROVILLAR HANK ROVILLARD, ESQ., LLC Contract No: C2300009	2023 Special Tax Counsel	Open	823.50	0.00	C
23-00027	01/09/23	VITAL Vital Communications, INC Contract No: C2300012	2023 Tax Assessment services	Open	100.00	0.00	C
23-00029	01/09/23	VIDEO MOBILE DREDGING VIDEO PIPE INC Contract No: C2300014	2023 Cleaning of Sewer System	Open	4,387.50	0.00	C
23-00030	01/09/23	AGUZZ005 A. Guzzo Landscaping, LLC Contract No: C2300015	2023 Landscaping Maintenance	Open	5,250.00	0.00	C
23-00053	01/10/23	NAPA AU Val-U Auto LLC	VEHICLE MAINTENANCE SUPPLIES	Open	125.41	0.00	
23-00062	01/10/23	GOLDEN Golden Equipment Co., Inc.	Sweeper Supplies	Open	282.33	0.00	
23-00063	01/10/23	MOSSMANS MOSSMANS BUSINESS MACHINE INC	Copier Contract	Open	265.67	0.00	B
23-00064	01/10/23	OLD CAPE OLD CAPE, INC.	Concrete / Asphalt Mix	Open	385.55	0.00	
23-00067	01/10/23	VERIZON1 Verizon Wireless	PD Air Cards	Open	397.95	0.00	B
23-00068	01/10/23	VERIZ010 Verizon Connect NWF, Inc.	GPS monitoring	Open	114.00	0.00	B
23-00072	01/10/23	WB MASON W.B. MASON CO., INC.	janitorial supplies	Open	487.09	0.00	B
23-00085	01/11/23	MICHAELB Michael Baylinson	2023 LG PENSION	Open	532.64	0.00	
23-00086	02/01/23	J CINCOT Joseph Cincotta	2023 Lifeguard Pension	Open	535.76	0.00	
23-00087	01/11/23	MICHAEL MICHAEL CINCOTTA	2023 Lifeguard Pension	Open	765.86	0.00	
23-00088	01/11/23	JOE D Joseph J DeStefano	2023 Lifeguard Pension	Open	417.69	0.00	
23-00089	01/11/23	JGALLAGH JAMES GALLAGHER	2023 Lifeguard Pension	Open	247.15	0.00	
23-00090	01/11/23	KING GEORGE KING	2023 Lifeguard Pension	Open	384.13	0.00	
23-00091	01/11/23	RICHKUG RICHARD H. KUGEL	2023 Lifeguard Pension	Open	1,959.75	0.00	



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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
23-00092	01/11/23	JOHN SLA John Slattery, III	2023 Lifeguard Pension	Open	157.72	0.00	
23-00093	01/11/23	SMALLWOOD CARL SMALLWOOD	2023 Lifeguard Pension	Open	536.62	0.00	
23-00094	01/11/23	JOHN TOLA John J Toland III	2023 Lifeguard Pension	Open	678.88	0.00	
23-00095	01/11/23	JOHN WERN John Werner	Monthly Stipend per MCEA	Open	1,000.00	0.00	
23-00096	01/11/23	CHAD STO Chad Stocking	Monthly Stipend per MCEA	Open	1,000.00	0.00	
23-00097	01/11/23	EDWARD005 Edward D. McClain	Monthly Stipend per MCEA	Open	1,000.00	0.00	
23-00098	01/11/23	MARGBOED MARGATE CITY BD OF EDUCATION	School Tax Payments	Open	874,839.84	0.00	B
23-00099	01/11/23	BARRIER BARRIER PEST CONTROL LLC	2023 Exterminating Services	Open	675.00	0.00	
23-00103	01/11/23	AMAZ0005 Amazon Capital Services, Inc.	Various Office Supplies	Open	632.98	0.00	
23-00115	01/11/23	AMAZ0005 Amazon Capital Services, Inc.	Fire Department Supplies 2023	Open	105.97	0.00	
23-00124	01/12/23	GENTILIN GENTILINI FORD, INC.	Vehicle Parts	Open	145.82	0.00	
23-00125	01/12/23	GROFF005 GT Mid Atlantic LLC	CASE Supplies	Open	65.77	0.00	
23-00126	01/12/23	HOOPER Hooper Inc.	CASE Supplies	Open	118.88	0.00	
23-00145	01/13/23	SJWELDIN SOUTH JERSEY WELDING SUPPLY CO	Fire Department Oxygen Supply	Open	52.08	0.00	
23-00147	01/13/23	EAGLE P Eagle Point Gun TJ Morris Son	RANGE SUPPLIES	Open	6,654.68	0.00	
23-00166	01/17/23	CAPRIONI CAPRIONI PORTABLE TOILETS INC.	Monthly Rental/Serv-Winchester	Open	6,485.00	0.00	
23-00168	01/17/23	COLONIAL Colonial Electrical Supply Inc	Electrical Hookup - Meter Pgm	Open	873.40	0.00	
23-00177	01/18/23	AE STONE A.E. STONE, INC.	Hot Patch	Open	761.47	0.00	
23-00180	01/19/23	LOWES Lowe's Commercial Services	PW front bathroom	Open	216.79	0.00	
23-00187	01/20/23	WB MASON W.B. MASON CO., INC.	PW Building Supplies	Open	453.02	0.00	
23-00210	01/24/23	WITMER Witmer Public Safety Group Inc	Fire Dept. Equipment - 2023	Open	121.41	0.00	
23-00266	02/03/23	ONECONCE One Call Concepts, Inc.	Mark Out Requests	Open	157.30	0.00	
23-00271	02/06/23	NJDHSS NJ DEPT HEALTH & SENIOR SVCS	Dog License Report	Open	16.80	0.00	
23-00273	02/06/23	SOMERS P SOMERS POINT LUMBER, INC.	Municipal Building	Open	5,106.79	0.00	
23-00300	02/08/23	ATCOCLER ATLANTIC COUNTY MUNICIPAL	2023 Dues	Open	45.00	0.00	
23-00309	02/09/23	VERIZ LD VERIZON BUSINESS	Verizon long distance	Open	40.78	0.00	
23-00315	02/10/23	TRI ST Tri-State Diagnostics Corp.	Employee drug screening	Open	90.00	0.00	
23-00319	02/16/23	GAROZ005 Garozzo & Scimeca Construction	Muni Bldg exterior doors	Open	34,396.20	0.00	C
		Contract No: C2300020					
23-00330	02/15/23	MIRACLE MIRACLE CHEMICAL COMPANY	Sodium Hypochlorite	Open	4,314.00	0.00	
23-00335	02/15/23	ACUA ATLANTIC COUNTY UTILITIES AUTH	2023 Water Testing	Open	308.91	0.00	
23-00338	02/16/23	PITPURCH Pitney Bowes Purchase Power	postage refill	Open	2,277.27	0.00	
23-00369	02/27/23	WB MASON W.B. MASON CO., INC.	2023 Fire Dept. Janitorial Sup	Open	913.63	0.00	
23-00370	02/27/23	MANOS Manos Law Firm, LLC.	2023 Planning Bd Solicitor	Open	1,500.00	0.00	C
		Contract No: C2300021					
23-00403	03/06/23	EVANSPEC Evangeline Specialties Inc.	Lights - Ballfield	Open	4,728.14	0.00	
23-00447	03/20/23	NANCYEDG Nancy A. Edge	monthly stipened per Comm Cont	Open	1,000.00	0.00	B
23-00465	02/16/23	SHORE010 Shore Top Construction Corp.	Sig Rimm tennis courts 1-4	Open	5,600.06	0.00	C
		Contract No: U1800000					
23-00467	02/01/23	PRIMEPOI Primepoint LLC	Payroll & HR processing	Open	4,516.00	0.00	B
23-00486	03/28/23	CERTSPEE CERTIFIED SPEEDOMETER SERVICE	VEHICLE CALIBRATION	Open	616.00	0.00	
23-00490	03/29/23	ACTION U ACTION UNIFORM CO. LLC	Various Fire Department Items	Open	570.00	0.00	
23-00493	03/29/23	SUNBELT Sunbelt Rentals, Inc.	Beach Transport Vehicle Rental	Open	818.65	0.00	
23-00500	03/31/23	COM1824 COMCAST1824	SCADA INTERNET ACCESS COM1824	Open	116.85	0.00	
23-00501	03/31/23	COM1832 COMCAST1832	SCADA INTERNET ACCESS COM1832	Open	217.88	0.00	
23-00502	03/31/23	COM1915 COMCAST1915	SCADA INTERNET ACCESS COM1915	Open	116.85	0.00	
23-00503	03/31/23	COM1808 COMCAST1808	SCADA INTERNET ACCESS COM1808	Open	116.85	0.00	
23-00504	03/31/23	COM1840 COMCAST1840	SCADA INTERNET ACCESS COM1840	Open	116.85	0.00	
23-00505	03/31/23	COM1899 COMCAST1899	SCADA INTERNET ACCESS COM1899	Open	146.29	0.00	
23-00506	03/31/23	COMC1790 COMCAST1790	SCADA INTERNET ACCESS COMC1790	Open	146.29	0.00	
23-00507	03/31/23	COMC1816 COMCAST1816	SCADA INTERNET ACCESS COMC1816	Open	146.29	0.00	
23-00508	03/31/23	COM1659 COMCAST1659	SCADA INTERNET ACCESS COM1659	Open	284.89	0.00	
23-00509	03/31/23	COM1704 COMCAST1704	SCADA INTERNET ACCESS COM1704	Open	284.89	0.00	
23-00510	03/31/23	COM1892 COMCAST8192	SCADA INTERNET ACCESS COM8192	Open	152.54	0.00	



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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
23-00511	03/31/23	COM6592 COMCAST6592	SCADA INTERNET ACCESS COM6592	Open	116.85	0.00	
23-00512	03/31/23	COM1696 COMCAST1696	SCADA INTERNET ACCESS COM1696	Open	284.89	0.00	
23-00513	03/31/23	COM1682 COMCAST1682	SCADA INYTERNET ACCESS COM1682	Open	238.12	0.00	
23-00514	03/31/23	COM8003 COMCAST8003	SCADA INTERNET ACCESS COM8003	Open	119.94	0.00	
23-00515	03/31/23	LUCKY 082022, LLC	Beach Patrol 2023 Unififorms	Open	5,767.85	0.00	
23-00519	04/03/23	HOT BAGE HOT BAGELS AND MORE MMM LLC	Bagels	Open	805.51	0.00	B
23-00528	04/04/23	SCHOPPY Wm. Schoppy, Inc.	Memorial Plaques	Open	319.98	0.00	
23-00633	04/25/23	AMAZ0005 Amazon Capital Services, Inc.	Misc Supplies	Open	737.74	0.00	
23-00676	05/01/23	REMGINTO REMINGTON & VERNICK Contract No: T4710001	NJEIT/Water Meter Replacement	Open	282.50	0.00	C
23-00678	05/01/23	CYNTH005 Cynthia Cotton LLC Contract No: C2300025	Human Resources consultant	Open	1,495.25	0.00	C
23-00679	05/02/23	RR R&R RADAR, INC.	Police Vehicles	Open	1,485.00	0.00	
23-00681	02/02/23	REMGINTO REMINGTON & VERNICK Contract No: U1760002	Sig Rimm Batting Cages-Admin	Open	576.50	0.00	C
23-00682	02/16/23	REMGINTO REMINGTON & VERNICK Contract No: U1800002	Sig Rimm tennis courts-Admin	Open	942.50	0.00	C
23-00683	05/03/23	REMGINTO REMINGTON & VERNICK Contract No: U1780002	2022 Road Program- Admin/Obser	Open	5,247.25	0.00	C
23-00688	05/03/23	REMGINTO REMINGTON & VERNICK Contract No: T4640001	Library Park Bldg & Site Eval	Open	3,881.50	0.00	C
23-00689	05/03/23	REMGINTO REMINGTON & VERNICK Contract No: U1870001	Sig Rimm Basketball Ct design	Open	833.00	0.00	C
23-00690	05/03/23	REMGINTO REMINGTON & VERNICK Contract No: U1810001	Renovate Admin Office-Design	Open	2,803.25	0.00	C
23-00691	05/03/23	REMGINTO REMINGTON & VERNICK Contract No: U1840001	FY23 NJDOT-winchester design	Open	11,715.50	0.00	C
23-00692	05/03/23	REMGINTO REMINGTON & VERNICK Contract No: U1830001	2023 Road Program-design	Open	15,358.50	0.00	C
23-00693	05/03/23	REMGINTO REMINGTON & VERNICK Contract No: U1820001	Redevelop well #8- Design	Open	157.00	0.00	C
23-00694	05/03/23	REMGINTO REMINGTON & VERNICK Contract No: U1850001	FY23 DOT Atlantic Ave paint	Open	3,030.50	0.00	C
23-00696	05/03/23	REMGINTO REMINGTON & VERNICK	FY24 DOT State Aid application	Open	2,387.25	0.00	B
23-00697	05/03/23	REMGINTO REMINGTON & VERNICK Contract No: T4720001	Tax Year 2023 Tax Map Maint	Open	808.00	0.00	C
23-00721	05/09/23	PERF0005 Performance Marketing-NJ, Inc.	SIGN REPAIR	Open	620.00	0.00	
23-00742	05/12/23	BWSTEST0 B.W.Stetson & Sons LLC	Coffe Supplies	Open	211.00	0.00	B
23-00746	05/15/23	SAMS Sam's Club	Fire Department Supplies	Open	109.78	0.00	
23-00747	06/01/23	OCEANCOM Ocean Computer Group, Inc. Contract No: C2300026	IT Managed Service	Open	6,750.00	0.00	C
23-00750	05/16/23	REMGINTO REMINGTON & VERNICK Contract No: T4740001	2023 Maintenance Guarantee Ins	Open	306.50	0.00	C
23-00809	05/25/23	OCEANCOM Ocean Computer Group, Inc.	Microsoft Office 365 licenses	Open	1,069.30	0.00	
23-00830	05/31/23	CARMELA Carmella A. Malfara	Temp Planning Board Secretary	Open	500.00	0.00	B
23-00832	05/31/23	AMAZ0005 Amazon Capital Services, Inc.	Barcode Scanner/Bill Pens	Open	68.88	0.00	
23-00846	06/05/23	MARINERE MARINE RESCUE PRODUCTS INC.	Beach Patrol Supplies - 2023	Open	183.50	0.00	
23-00847	06/05/23	MONMOUTH Monmouth Telecom	Telephone Voice Service 2023	Open	3,638.96	0.00	B
23-00853	06/06/23	AMAZ0005 Amazon Capital Services, Inc.	PW Supplies	Open	1,420.99	0.00	
23-00877	06/13/23	PHOTOGRA PHOTO GRAPHICS PHOTOGRAPHY	Photos of Public Events	Open	1,286.80	0.00	
23-00909	06/20/23	CONTRACT Contractor Service	W/S Tool Supplies	Open	3,599.18	0.00	
23-00928	06/22/23	AD COMM A&D Commercial Painting, LLC	Decatur Ave Pump Station	Open	4,800.00	0.00	
23-00940	06/26/23	EDMUNDS Edmunds GovTech Inc.	2023 Tax Bills	Open	1,947.49	0.00	
23-00941	06/26/23	WITMER Witmer Public Safety Group Inc	Fire Department Equipment	Open	77.25	0.00	



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23-00948	06/27/23	TRACEY Tracey Blake	Gymnastics Camp	Open	4,320.00	0.00	
23-00950	06/28/23	BRTTE005 BRT Technologies LLC Contract No: C2300030	Tax Assessment Services	Open	6,425.00	0.00	C
23-00958	06/29/23	SUSAN SA Susan Safer	Tennis Tournament Director	Open	1,000.00	0.00	
23-00964	06/30/23	PREFERRD Preferred Choice Supply Co.	W/S Meter Pits	Open	4,707.50	0.00	
23-00969	07/05/23	4IMPRO05 4imprint, Inc.	2023 Funfest Giveaways	Open	317.71	0.00	
23-00972	07/05/23	LINDA005 Linda Harter	Reimbursement	Open	60.67	0.00	
23-00979	07/06/23	NFPA NFPA INTERNATIONAL	Fire Prev Materials Open House	Open	550.80	0.00	
23-00982	07/07/23	ANYPROMO AnyPromo	2023 Funfest Giveaways	Open	755.60	0.00	
23-00991	07/10/23	MGLFORMS MGL PRINTING SOLUTIONS	10,000 Tax Window Envelopes	Open	540.00	0.00	
23-01004	07/11/23	EASTERN EASTERN SIGN COMPANY	8 City signs-various locations	Open	19,360.00	0.00	
23-01010	07/12/23	SJWELDIN SOUTH JERSEY WELDING SUPPLY CO	Lost Cylinder Payment	Open	975.00	0.00	
23-01019	07/13/23	VERIZON1 Verizon Wireless	DATA DEVICES/ ROUTERS	Open	260.30	0.00	
23-01023	07/14/23	CHRIST C Christina Campbell	Mommy & Me Music	Open	1,120.00	0.00	
23-01025	07/14/23	KELTEX KelTex Imprinted Apparel, Inc.	Screenprinting FD T-Shirts	Open	232.00	0.00	
23-01026	07/14/23	NORTHERNS NORTHERN SAFETY CO., INC.	Safety Equipment	Open	307.68	0.00	
23-01038	07/18/23	REMINGTO REMINGTON & VERNICK Contract No: U1480003	Firehouse #1 flood- admin	Open	2,745.00	0.00	C
23-01043	07/19/23	STAPLCRE Staples Business Credit	Printer Cartridges & Supplies	Open	766.09	0.00	
23-01050	07/21/23	REMINGTO REMINGTON & VERNICK Contract No: U1890001	Citywide dredging permit Phs 2	Open	612.00	0.00	C
23-01052	07/24/23	USABLUE USA BLUEBOOK	W/S - Pump Station	Open	19.96	0.00	
23-01063	07/26/23	RANGE129 Range 129 LLC	RANGE SUPPLIES	Open	1,340.91	0.00	
23-01064	07/26/23	EVAND005 Evan D. Falk	Background Reimbursement	Open	58.00	0.00	
23-01065	07/26/23	WILLI020 William B. Wawner	Background Reimbursement	Open	56.50	0.00	
23-01066	07/26/23	JOSEP020 Joseph A. Pepe	background reimbursement	Open	56.50	0.00	
23-01070	07/27/23	4IMPRO05 4imprint, Inc.	250 City Lanyards	Open	406.87	0.00	
23-01071	07/27/23	BLUEWATE Bluewater Graphics	Signs for City of Margate Pier	Open	533.40	0.00	
23-01074	07/27/23	TUMBLE Tumble wheels Inc	Summer Camp Special Event	Open	425.00	0.00	
23-01077	07/28/23	BODIN005 Bodin Snyder	Soccer Clinics	Open	300.00	0.00	
23-01078	07/28/23	HOMED308 Home Depot Credit Services	Beach sign Hardware	Open	19.25	0.00	
23-01079	07/28/23	THEGU005 The Gun Shop	RANGE/TRAINING SUPPLIES	Open	691.27	0.00	
23-01083	07/31/23	PIG CORP New Pig Corporation	W/S Pump Station Supplies	Open	630.70	0.00	
23-01087	08/01/23	BEESLEYS Beesley's Point Sea-Doo, Inc.	Repairs to 2015 Beach PWC	Open	316.38	0.00	
23-01088	08/01/23	DARLEY W.S. Darley & Co.	Accountability Tags - Blue	Open	50.80	0.00	
23-01089	08/01/23	WESTM005 West Marine Products, Inc	Beach Patrol Supplies	Open	510.06	0.00	
23-01090	08/01/23	ACTION U ACTION UNIFORM CO. LLC	Fire Department Uniform Items	Open	1,411.00	0.00	
23-01095	08/03/23	WB MASON W.B. MASON CO., INC.	Tax Assessor supplies	Open	161.10	0.00	
23-01097	08/03/23	REMINGTO REMINGTON & VERNICK	Bulkhead escrow B092-1	Open	306.00	0.00	
23-01098	08/03/23	WB MASON W.B. MASON CO., INC.	Paper for Beach Patrol Races	Open	42.86	0.00	
23-01099	08/03/23	VCI VCI Emergency Vehicle Special	Preventive Maintenance A20-A21	Open	675.64	0.00	
23-01101	08/04/23	CAMPSUPP Campbell Supply Company, LLC	Sweeper Maintenanace	Open	599.13	0.00	
23-01102	08/04/23	NJDEP005 NJ Dept of Labor and work Deve	COMBINED ASSESSMENT BILL	Open	1,729.56	0.00	
23-01105	08/07/23	CATERINA Caterina Supply, Inc.	W/S Supplies	Open	2,437.40	0.00	
23-01106	08/07/23	ROGER MC Roger D. McLarnon	Reimbursement	Open	500.00	0.00	
23-01107	08/07/23	LUCKY 082022, LLC	Tennis Camp Tshirts	Open	715.85	0.00	
23-01108	08/07/23	CALVI Calvi Electric Company	Tennis Court Light Repairs	Open	1,101.00	0.00	
23-01109	08/07/23	NATIO010 National Highway Products Inc.	Street Signs	Open	355.24	0.00	
23-01110	08/03/23	SCHOPPY Wm. Schoppy, Inc.	Awards for Margate Memorials	Open	641.75	0.00	
23-01113	08/08/23	NJDP TRE NJ Department of Treasury	NJ Safe Drinking Water	Open	720.00	0.00	
23-01114	08/08/23	POWER D Power DMS	Policy Management Software	Open	650.00	0.00	
23-01115	08/08/23	PREFERRD Preferred Choice Supply Co.	W/S Meter Setters	Open	1,346.25	0.00	
23-01117	08/08/23	4IMPRO05 4imprint, Inc.	Funfest Novelties	Open	3,370.40	0.00	
23-01118	08/08/23	STOCKCAR Stockton University Career Ed	Career Fair	Open	150.00	0.00	



August 14, 2023  
12:11 PM

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

Page No: 5

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
23-01122	08/09/23	CORELOG4	CoreLogic	refund ovrrpy Q3'23 423 N Rumsn	Open	7,992.17	0.00
23-01124	08/10/23	GFOA	GFOA of NJ	2023 Annual Fall Conference	Open	425.00	0.00
23-01125	08/10/23	MERED010	Meredith Frankel	Refund - Summer Camp	Open	775.00	0.00
23-01127	08/10/23	VERIZ 21	VERIZON COMMUNICATIONS INC	telephone service - AUG 2023	Open	2,726.38	0.00
23-01128	08/10/23	THOM WES	THOMSON REUTERS WEST	Subscription	Open	330.00	0.00
23-01129	08/11/23	AMAZ0005	Amazon Capital Services, Inc.	Fire Department Supplies	Open	69.87	0.00
23-01130	08/11/23	NAPA AU	Val-U Auto LLC	Spark Plugs for FD PWC	Open	46.99	0.00
23-01131	08/11/23	VERALPH	V.E. RALPH & SON, INC.	Fire Department EMS Supplies	Open	429.20	0.00
23-01133	08/11/23	HSI	HSI Emergency Care	Guideline Reauthorization BP	Open	50.00	0.00
23-01134	08/11/23	LA JOLLA	LA JOLLA SPORT USA	Fire Department Board Shorts	Open	198.55	0.00
23-01135	08/11/23	ACTION U	ACTION UNIFORM CO. LLC	Fire Department Uniform Items	Open	29.99	0.00
23-01136	08/11/23	EVS	Emergency Vehicle Services LLC	Fire Apparatus Repairs	Open	612.25	0.00
Total Purchase Orders:		186	Total P.O. Line Items:	0	Total List Amount:	1,656,807.40	Total Void Amount: 0.00

August 14, 2023  
12:11 PM

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

Page No: 6

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
APPROPRIATIONS	2-01	11,043.50	0.00	0.00	11,043.50
APPROPRIATIONS	3-01	1,017,548.42	0.00	0.00	1,017,548.42
	3-05	355,119.21	0.00	0.00	355,119.21
Year Total:		1,372,667.63	0.00	0.00	1,372,667.63
	C-04	85,998.01	0.00	0.00	85,998.01
	C-06	101,923.75	0.00	0.00	101,923.75
Year Total:		187,921.76	0.00	0.00	187,921.76
	T-09	67,390.00	0.00	0.00	67,390.00
	T-12	16.80	0.00	0.00	16.80
	T-14	17,767.71	0.00	0.00	17,767.71
Year Total:		85,174.51	0.00	0.00	85,174.51
Total of All Funds:		1,656,807.40	0.00	0.00	1,656,807.40



City of Margate  
Additional Bill List - Previously Paid

For meeting on 8/17/2023

Current Fund							
PO #	Vendor	Description	Amount	Date Paid	Check #		
23-00826	Tara Mazza	Staff lunch for tax prep helpers	\$ 119.48	8/2/2023	89780		
23-00003	Sam's	Camp Supplies	\$ 305.88	8/7/2023	89737		
23-00003	Sam's	Camp Supplies	\$ 63.12	8/7/2023	89837		
23-00003	Sam's	Camp Supplies	\$ 40.00	8/7/2023	89837		
23-00015	Delta Dentall	Group Claims	\$ 10,710.10	8/7/2023	89834		
23-00106	Atlantic City Electric	Various Street lights	\$ 17,800.88	8/9/2023	89839		
23-01120	NJ MOTOR VEHICLE	New registrations	\$ 60.00	8/14/2023	89841		
23-01120	NJ MOTOR VEHICLE	New registrations	\$ 60.00	8/14/2023	89842		
23-01120	NJ MOTOR VEHICLE	New registrations	\$ 60.00	8/14/2023	89843		
23-01120	NJ MOTOR VEHICLE	New registrations	\$ 60.00	8/14/2023	89844		
Total Current Account			\$ 29,469.06				

Payroll Deduction							
PO #	Vendor	Description	Amount	Date Paid	Check #		
23-01121	Margate City Life Guard	Lifeguard Dues	\$ 2,010.00	8/14/2023	2		
Total Water Sewer			\$ 2,010.00				
Total Paid All Funds			\$ 31,479.06				

CITY OF MARGATE

8/22/2023

PAY # 16

PAY PERIOD 8/10/2023

(GET FROM CHECK REGISTER SUMMARY)

CURRENT FUND 624,465.95

UTILITY FUND (USE MULTI-ALLOCATION LABOR DISTRIBUTION)

8000 SEWER 21,997.45

9000 WATER 33,245.33

55,242.78

TOTAL PAYROLL EXPENSE- TOTAL EARNINGS-SICK BENEFITS-GROUP TERM LIFE 679,708.73

EMPLOYER PAYROLL TAXES ( USE CHECK REGISTER SUMMARY)

SOCIAL SECURITY (FICA + MEDICARE 33,026.22

DISABILITY (SDI + SUI + WFD) 1,900.80

DCRP 380.98

TOTAL EMPLOYER EXPENSE 35,308.00

ADJUSTED GROSS + ER EXPENSE 715,016.73

(USE CHECK REGISTER SUMMARY)

GARNISHMENTS (TOTAL DEDUCTIONS + TOTAL CONTRIBUTIONS) 275,824.40

INDIVIDUAL CHECKS & DIRECT DEPOSIT (FUNDS COLLECTION REPORT) 439,192.33

TOTAL PAYROLL EXPENSE 715,016.73

PROOF

PAY FROM: Current ck #

PAYABLE TO: PAYROLL ACCT

Water & Sewer ck #

PAYROLL ACCT

Current ck #

PAYROLL ACCT

Payroll ck #

PAYROLL DEDUCTION ACCT



**Johanna Casey:** States Resolution #189-2023 Authorizing Amending Employee Handbook/Policies and Procedures has been tabled.

**Consent Agenda:**

A motion to adopt the Consent Agenda for **Resolution #182-2023 thru Resolution #188-2023 and Resolution #190-2023 thru #194-2023** was put forth by Commissioner Horn, Seconded by Mayor Collins, with a vote of two ayes.

**RESOLUTION #182-2023  
AUTHORIZING REFUND OF TAX OVERPAYMENT**

**WHEREAS**, it has been determined by the City of Margate City Tax Collector that block 618, lot 16, known as 423 N. Rumson Avenue, has a credit balance in the 3<sup>rd</sup> Quarter 2023 (Aug. 1<sup>st</sup>) in the amount of \$7,992.17 as a result of an overpayment of taxes; and

**WHEREAS**, CoreLogic, a tax servicer for mortgage companies, electronically paid this property in error and does not escrow taxes for said property; and

**WHEREAS**, CoreLogic 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 is hereby authorized to issue a check in the amount of \$7,992.17 to CoreLogic.

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

**RESOLUTION #183-2023  
RESOLUTION CONFRONTING AND COMBATING ANTISEMITISM**

**WHEREAS**, antisemitism, including harassment on the basis of actual or perceived Jewish origin, ancestry, ethnicity, identify, affiliation, or faith, remains a persistent, pervasive, and disturbing problem in American society; and

**WHEREAS**, Jews continue to be a targeted minority in the United States and are consistently the most likely of all religious groups to be victimized by incidents of hate, and such incidents are increasing at an alarming rate; and

**WHEREAS**, we acknowledge that following the attacks on the Tree of Life Synagogue in Pittsburgh, the Chabad of Poway in San Diego, a Kosher supermarket in Jersey City and a Chanukah gathering in Monsey, synagogues have felt compelled to re-evaluate their own security measures to keep their congregations safe; and

**WHEREAS**, the recent AJC (American Jewish Committee) State of Antisemitism in America Report found that more than one in three American Jews (37%) say they have been victims of antisemitism over the past five years; and

**WHEREAS**, the attack on a kosher deli in Jersey City in 2019 resulted in the murder of three people and the antisemitic verbal assaults in New Jersey have disturbed our communities and must be taken as an opportunity to teach about this issue and seek paths for healing and eliminating such hate; and

**WHEREAS**, officials and institutions throughout the state have a responsibility to protect citizens from acts of hate and bigotry, including antisemitism, and must be given the tools to do so; and



**WHEREAS**, valid monitoring, informed analysis and investigation, and effective policy-making all benefit from accurate and uniform definitions; and

**WHEREAS**, the International Holocaust Remembrance Alliance (IHRA), by consensus vote of its member states, adopted a Working Definition of Antisemitism in May 2016, which has become the internationally recognized, authoritative definition of antisemitism for use by governments and international organizations; and

**WHEREAS**, the Working Definition adopted by the IHRA reads in full: "Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities."; and

**WHEREAS**, the IHRA Working Definition has proven to be an essential tool used to help determine contemporary manifestations of antisemitism; and

**WHEREAS**, in the United States, the IHRA Working Definition is utilized by various government agencies, including the U.S. Department of State and the U.S. Department of Education, and can be utilized by law enforcement agencies in monitoring, training, and education.

**NOW, THEREFORE, BE IT RESOLVED** that the New Jersey State League of Municipalities, in conference assembled, denounces antisemitism in all forms and calls for healing and education.

**BE IT FURTHER RESOLVED**, that the IHRA Working Definition of Antisemitism should be made available as an educational resource for municipalities to address antisemitism and other forms of discrimination.

**BE IT FURTHER RESOLVED**, that copies of this resolution be forwarded to our representatives in Congress, the members of the New Jersey General Assembly and the State Senate, the New Jersey State Attorney General, the Lieutenant Governor and the Governor of the State of New Jersey.

**RESOLUTION #184-2023  
AUTHORIZING THE PROFESSIONAL SERVICES  
OF ATLANTICARE PHYSICIAN GROUP, PA**

**WHEREAS**, there exists a need for the City of Margate City to retain healthcare services in connection with Medical Surveillance Program for Firefighters, Police and Public Works according to OSHA Standards; and

**WHEREAS**, the services to be provided are considered to be "Professional Services" pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1, et seq.*; and

**WHEREAS**, the Local Public Contracts Law authorizes the awarding of a contract for "Professional Services" without public advertising for bids and bidding therefor, provided that the Resolution authorizing the contract and the contract itself be available for public inspection in the office of the Municipal Clerk and that notice of the awarding of the contract be published in a newspaper of general circulation in the municipality; and

**WHEREAS**, the Board of Commissioners, having considered the same, now wishes to authorize AtlantiCare Physician Group, PA to provide the aforesaid services in an amount not to exceed \$5,000.00 with regard to Occupational Health Services; and

**WHEREAS**, the Chief Financial Officer has certified to the City Commissioners that there are adequate funds not to exceed \$2,000.00 available under Financial Admin-HR Costs 3-01-20-135-401 for the purpose of this contract. Amounts for future years are contingent upon funds being available 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 as follows:

1. That the Mayor, or his designee, is authorized to execute and the City Clerk to attest to an agreement in a form acceptable to the City Solicitor between the City of Margate City and AtlanticCare Physician Group, PA with regard to the aforesaid services from August 1, 2023 to July 31, 2024, as per the proposal submitted by AtlanticCare Physician Group, PA a copy of which is attached hereto.

2. That this contract is awarded without competitive bidding as a "Professional Service", in accordance with *N.J.S.A. 40A:11-5*, of the Local Public Contracts Law of New Jersey, because the services will be performed by persons authorized by law to practice a recognized profession and it is not possible to obtain bids for such needed qualitative services.

3. That a certified copy of this Resolution shall be provided to each of the following:

1. AtlantiCare Physician Group, PA
2. Ken Mosca, Business Administrator
3. Lisa McLaughlin, Chief Financial Officer



**AtlantiCare**  
**Physician Group**  
**OCCUPATIONAL HEALTH**Service Agreement Between  
AtlantiCare Physician Group, PA and  
City of Margate for Occupational Medicine Services

This Agreement made this 31<sup>st</sup> day of July, 2023 between AtlantiCare Physician Group, PA a New Jersey professional services corporation with its principal place of business at 2500 English Creek Avenue, Suite 908, Egg Harbor Township, New Jersey, ("AtlantiCare") and City of Margate, with an address of 0001 Winchester Avenue, Margate, NJ 08402 ("City of Margate").

## WITNESSETH

WHEREAS, AtlantiCare is a professional services corporation organized under the law of the State of New Jersey which practices medicine through duly licensed physicians.

WHEREAS, AtlantiCare provides occupational medicine services;

WHEREAS, City of Margate wishes to engage AtlantiCare to provide occupational medicine services to City of Margate applicants/employees/clients.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

- I. Term: The term of this Agreement shall be for a period of one year, beginning on August 1, 2023, and ending on July 31, 2024. Notwithstanding the foregoing, the Agreement may be terminated pursuant to the provision of paragraph VI.
- II. Services to be provided by AtlantiCare: Please see Attached Proposal for City of Margate as set forth in Exhibit A attached hereto.
- III. Consideration: As consideration for the services rendered by AtlantiCare to City of Margate, City of Margate shall pay AtlantiCare consideration as set forth in the attached Exhibit A. Please see the attached W9 form. All payments should be mailed to AtlantiCare Physician Group, PA, PO Box 786061, Philadelphia, PA 19178-6061 along with a copy of the invoice in net 30 days.
- IV. Confidentiality: Except as required by law or by those agencies regulating AtlantiCare, AtlantiCare shall maintain strict confidentiality of all information acquired in performance of its obligations under this Agreement.



- V. Assignability: This obligation of AtlantiCare under this Agreement may be assigned to a related or affiliated entity to AtlantiCare, upon written notice to City of Margate.
- VI. Termination: This contract may be terminated for cause by either party upon 30 days prior written notice of material breach, including non-payment of compensation. The breaching party has the 30 day notice prior during which to cure.
- VII. Entire Agreement, Amendment and Governing Law. This Agreement contains the entire Agreement between the parties. It shall be construed under the laws of the State of New Jersey, without application to the choice of law provisions thereof. It may be amended only by a writing signed by both parties.
- VIII. Notice. Notices or communications required or permitted under the provisions of this Agreement shall be delivered, certified mail, return receipt requested, to the parties designated at the addresses listed below unless a new address is designated in writing:

To AtlantiCare:

Benjamin Negley, Vice President  
AtlantiCare Physician Group, PA  
2500 English Creek Avenue, Building 500  
Egg Harbor Township, NJ 08234

To City of Margate:

0001 Winchester Avenue  
Margate, NJ 08402

IN WITNESS WHEREOF, the parties have executed this Agreement on the above written date.

ATTEST:

ATLANTICARE PHYSICIAN GROUP, PA

\_\_\_\_\_

By:

Benjamin Negley, Vice President

ATTEST:

CITY OF MARGATE

\_\_\_\_\_

By:

\_\_\_\_\_



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: 5,000.00  
Resolution Date: 08/17/23  
Resolution Number: 184-2023

Vendor: ATLAN005 Atlanticare Physician Group PA  
2500 English Creek Ave  
Egg Harbor Twsp, NJ 08234

Contract: C2300035 Medical Surveillance Program  
Police, Fire & Public Works  
8/1/23-7/31/24

Account Number	Amount	Account Description
3-01-20-135-401	2,000.00	Financial Admin- HR Costs
Total	2,000.00	

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

*Lisa McLaughlin*  
Chief Financial Officer

RESOLUTION #185-2023  
RENEWAL OF 2023-2024 LIQUOR LICENSES FOR THOSE LICENSEES  
WHO HAVE MET ALL CITY AND STATE REQUIREMENTS AND PAID ALL  
APPLICABLE FEES

WHEREAS, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey are in receipt of a Special Ruling to permit consideration of Pocket License renewal applications; and

WHEREAS, a Special Ruling in accordance with N.J.S.A 3:1-12.39 granted conditional approval for liquor licenses: #0116-33-009-007, #0116-44-012-007 and #0116-33-020-007; and

WHEREAS, the Retail Renewal Application forms for the 2023-2024 license term have been deemed complete in all respects, the annual fees have been paid to both the City of Margate City and the State of New Jersey, Division of ABC; and

WHEREAS, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey, hereby authorize the renewal of the following Retail Alcoholic Beverage Licenses for the 2023-2024 license term effective as of July 1, 2023 and subject to the conditions and limitations contained therein.



LICENSEE	TRADE NAME
Lamberti Margate LLC	Pocket License 9707 Amherst Ave.
0116-33-009-007	\$600.00
MFB Willow LLC	Pocket License ( <i>not sited</i> )
0116-44-012-007	\$345.00
Karen Sherman	Pocket License ( <i>not sited</i> )
0116-33-020-007	\$600.00

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that authorization is hereby given to renew said licenses, effective July 1, 2023, the aforesaid liquor licenses for the license term 2023-2024.

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

1. Mathew Hankinson, Chief of Police
2. Lisa McLaughlin, Chief Financial Officer
3. Division of Alcoholic Beverage Control

**RESOLUTION #186-2023**  
**AUTHORIZING PLACE TO PLACE**  
**PERSON TO PERSON TRANSFER OF LIQUOR LICENSE**

**WHEREAS**, an application has been filed for a person-to-person, place-to-place transfer of Plenary Retail Distribution License #0116-44-012-007, heretofore issued to MFB Willow LLC, whose mailing address is 803 Willow Drive, Cinnaminson, NJ 08077 as an inactive pocket license not for any sited premises; and

**WHEREAS**, the submitted application form is complete in all respects and the transfer fees have been paid; and

**WHEREAS**, the applicant, Margate Brand LLC, is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

**WHEREAS**, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the licensed business.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey does hereby approve, effective immediately, the Plenary Retail Distribution License to Margate Brand LLC with premise being located at 9710 Ventnor Avenue, Margate City, N.J., and does hereby direct the Municipal Clerk to endorse the license certificate to the new ownership and location as follows: "This license, subject to all its terms and conditions, is hereby transferred to Margate Brand LLC, premises being located at 9710 Ventnor Avenue, Margate City, New Jersey, 08402, effective immediately.

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

1. Matt Hankinson, Margate City Chief of Police
2. Anna Perna, Division Of Alcohol Beverage Control



**RESOLUTION #187-2023  
AUTHORIZING RECEIPT OF BIDS  
FY2022 LOCAL AID INFRASTRUCTURE FUND  
ATLANTIC AVENUE BICYCLE LANE PAINTING PROJECT**

**WHEREAS**, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey, is desirous of receiving bids for the FY2022 Local Aid Infrastructure Fund Atlantic Avenue Bicycle Lane Painting Project; and

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

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

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

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

**RESOLUTION #188-2023  
AUTHORIZING THE ESTABLISHMENT OF  
A MARGATE CITY CITIZEN'S ADVISORY COMMITTEE**

**WHEREAS**, there are many important issues and projects that arise in the City of Margate City that would benefit from a review and analysis by concerned citizens and experts; and

**WHEREAS**, the Board of Commissioners of the City of Margate City, County of Atlantic and State of New Jersey wish to establish a Margate City Citizen's Advisory Committee to analyze, advise, and recommend action on important issues and projects affecting the City of Margate City; and

**WHEREAS**, the intent for the establishment of a Margate City Citizen's Advisory Committee is for the group to work on time sensitive projects and long-term projects, so that important issues and projects will be evaluated and undertaken in a thorough and efficient manner.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Margate City as follows:

1. That the Margate City Citizen's Advisory Committee is hereby established, whose purpose is to analyze, advise and recommend a course of action to the Board of Commissioners on important issues and projects affecting the City of Margate.
2. The Margate City Citizen's Advisory Committee shall consist of nine (9) members who shall be citizens and residents of the City of Margate City. Each Commissioner shall appoint three members. The members of the Committee shall serve at the pleasure of the appointing Commissioner.
3. The Commission shall elect a Chairman and such other officers as may be necessary and shall have the power to adopt bylaws and rules and rules and regulations for the proper conduct of its purpose.



TABLED

RESOLUTION #189-2023  
AUTHORIZING AMENDING EMPLOYEE HANDBOOK/POLICIES & PROCEDURES

WHEREAS, The City of Margate City, Atlantic County, State of New Jersey has Policies and Procedures that are issued on the Margate City common drive; and

WHEREAS, The Board of Commissioners has determined that there is a need to amend a policy in accordance with the Atlantic County Municipal Joint Insurance Fund (ACMJIF) and the Municipal Excess Liability Joint Insurance Fund (MEL), 2022-2023 Plan of Risk Management; and

WHEREAS, the new policy is as follows:

Policy	Number	Comments
Sick Leave Policy	304	Updating Sick Leave policy

;and

WHEREAS, these personnel policies and procedures have been reviewed by Labor Attorney Vanessa James, Esquire, and Municipal Administrator Ken Mosca.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City that the listed policies attached hereto are hereby adopted and will be issued to employees by printed handbook.

BE IT FURTHER RESOLVED, that these personnel policies and procedures shall apply to all City officials, appointees, employees, volunteers and independent contractors. In the event that there is a conflict between these rules and any collective bargaining agreement, personnel services contract, or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

BE IT FURTHER RESOLVED, that these policies and procedures are intended to provide guidelines covering public service by employees and do not represent a contract. These policies and procedures may be amended and supplemented from time to time without notice and at the sole discretion of the Board of Commissioners.

BE IT FURTHER RESOLVED, that to the maximum extent permitted by law, employment practices for the City shall operate under the legal doctrine known as “employment at will.”

CITY OF MARGATE

Employee Handbook/Policy and Procedure Manual

SECTION 3: Policies Relating to Paid and Unpaid Time Off

POLICY NO.: 304

# OF PAGES: 5

SUBJECT: SICK LEAVE POLICY

EFFECTIVE DATE: August 17, 2023,

REPLACES POLICY DATED: January 2022



**Accrual of Sick Time*****Full-Time Employees -***

In accordance with N.J.A.C. 4A:6-1.3, Full-Time employees are entitled to one (1) working day of sick leave per month during the first calendar year of employment, and 15 working days in every calendar year of employment thereafter. At the beginning of each subsequent calendar year, in anticipation of continued employment, employees shall be credited with 15 days of sick leave.

**NJ EARNED SICK LEAVE LAW (N.J.S.A.34:11-D-1 et seq.)*****Part-Time Employees Hired Before 10/29/2018***

All Part-Time employees, who had paid sick leave prior to the enactment of the **NJ Earned Sick Leave Law** on 10/29/2018, are "grandfathered in" and will continue to receive their allotment of paid sick leave according to their pre-enactment allotment schedule.

Part-Time employees, who had no prior paid sick leave, are entitled to the following, in accordance with the law:

The 12-consecutive-month "Benefit Year" is January 1<sup>st</sup> through December 31<sup>st</sup> of each year. In each "Benefit Year," Part-Time employees accrue up to a maximum of 40 hours of sick time at a rate of one (1) hour of sick time for every 30 hours worked, which they can use as soon as earned.

Under no circumstances may an employee be permitted to carry over more than 40 hours of sick time into the succeeding year.

The City tracks paid sick leave as it is earned. Every two weeks, copies of completed timesheets are sent to the HR/Admin. Assistant who maintains these records. Once a month, they send a report of Part-Time accrued sick leave to Department Heads.

Part-Time employees can receive a monthly report through their Department Heads. If employees need to know their exact number of sick hours in between, they can call the HR/Admin. Assistant at 609-822- 0424. Existing Part-Time employees are eligible to use the earned sick leave as soon as it is accrued.

***Part-Time and Seasonal Employees Hired After 10/29/2018***

Part-Time and Seasonal employees hired after 10/29/2018 begin accruing paid sick leave on the first day of employment in accordance with the accrual rate of one (1) hour of sick time for every 30 hours worked, up to a maximum of 40 hours/year. Newly hired Part-Time and Seasonal employees are eligible to use the earned sick leave beginning on the 120<sup>th</sup> calendar day of their employment. Subsequently, they may use earned sick leave as soon as it is accrued.

***Accrual Rules Applicable to All Part-Time and Seasonal Employees***

Under no circumstances may an employee be permitted to carry over more than one year of sick time into the succeeding year.

There is no payout for unused earned Sick leave. The maximum amount of accrued paid sick leave that can be carried over to the next year is 40 hours.

The maximum increment that Part-Time and Seasonal employees can use their accrued earned sick leave is the number of hours that the employee is scheduled to work on a given shift.



Part-Time and Seasonal employees who transition to Full-Time employment will take any unused, accrued sick leave with them. Part-Time Employees who transfer to another City department will take any unused, accrued sick leave with them to the new department. The same is true for Seasonal employees who become Part-Time employees.

If a Part-Time or a Seasonal employee is separated from employment, but the employee is subsequently reinstated within six (6) months of separation, the employee is then entitled to reinstatement of previously accrued earned sick leave. Seasonal employees are separated at the end of their Seasonal job; if they return the following year, they are rehired.

An employee who exhausts all paid sick leave in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

#### ***Recordkeeping***

Under the NJ Earned Sick Leave Law, the City must retain records documenting hours worked by Part Time and Seasonal employees as well as paid sick time used by Part-Time and Seasonal employees for a period of five (5) years. These records will be maintained in the Finance Office for Payroll purposes, and will also be maintained in the Personnel Office. The City shall permit access to such records to the NJ Department of Labor and Workforce Development upon request.

#### ***Anti-Retaliation***

Under the NJ Earned Sick Leave Law, there shall be no retaliation for use of earned sick leave. This includes no retaliation for actions, such as filing a complaint with the NJ Department of Labor and Workforce Development, cooperating with an investigation, opposing policies and practices that are unlawful under the law, or informing other individuals of their rights under the law.

#### **Unused Sick Leave for All Employees except specific statutory titles**

Sick Leave payouts are limited to a maximum of \$15,000 and at retirement only. Employees that were hired prior to May 21, 2010, may not be subject to the maximum allocated amount. Please discuss your retirement eligibility maximum payout with the HR Manager or the Business Administrator. This change is the result of statutes and preempts negotiations.

Employees who exhaust all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year; in no case may an employee borrow time from a future year. Paid sick days shall not accrue during a leave of absence without pay, a suspension, or other periods of inactive service unless required by law, but they shall continue to accrue during a voluntary furlough or furlough extension leave.

#### **Use of Paid Sick Leave for All Employees**

Sick leave may be used for any of the following reasons:

- A. Diagnosis, care of, treatment of, or recovery from, an employee's own mental or physical illness, including preventive medical care;
- B. Exposure to a contagious disease;
- C. Aid or care for a covered family member during diagnosis, care of, treatment of, or recovery from, a family member's mental or physical illness, including preventive care. Immediate family shall be defined as an employee's spouse, domestic partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the



employee's household;

- D. Circumstances related to an employee's or their family member's status as a victim of domestic or sexual violence, including obtaining services from a designated domestic violence agency or other victim services organization, medical attention, legal services, counseling, or relocating due to the domestic or sexual violence;
- E. Closure of the employee's workplace or of the school or place of care of an employee's child due to an epidemic or public health emergency, or because of the issuance by a public health authority of a determination that the presence of the employee or their family member in the community would jeopardize the health of others;
- F. Time to attend a school-related conference, meeting, function or other event requested or required by an administrator, teacher, or other professional school staff member responsible for the education of the employee's child, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.;
- G. Employee with a disability absence related to the acquisition or use of an aid for the disability when the aid is necessary to function on the job. In such a case, reasonable proof may be required by the City.

In regard to the above, the City requires three (3) days' notice for any foreseeable use of leave. If the use of leave is unforeseeable, the employee should notify their Department Head or Designee as soon as practicable \*\*\*of their need to use the same.

Should an employee need to use (3) or more consecutive days of leave, the employee must provide the City with a health care professional's verification that the leave is being taken for one of the purposes permitted above.

The City of Margate may designate a healthcare provider to furnish a second opinion at the expense of the City. If the first and second opinions provided differ, the employer may require the employee to obtain the certification from a third healthcare provider at the employee's expense.

The third opinion will be final and binding.

The third health care provider must be designated or approved jointly by the employer and the employee. The employer and the employee must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider.

If the employer does not attempt in good faith to reach agreement, the employer will be bound by the first certification.

If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.

If the employee or the employee's family member fails to authorize his or her health care provider to release all relevant medical information pertaining to the serious health condition if requested by the third opinion health care provider in order to render a sufficient and complete third opinion, the employer may deny the taking of FMLA leave.

#### *Travel Expenses*

If the employer requires a second or third opinion, the employer must reimburse an employee or family member for any reasonable "out of pocket" travel expenses incurred to obtain the second and third opinions.

The employer may not require the employee or family member to travel outside normal commuting distance for purposes of obtaining the second or third opinions except in very unusual circumstances.



*Copies of Opinions*

The employer is required to provide the employee with a copy of the second and third medical opinions, where applicable, upon request from the employee. Generally, requested copies are to be provided within five business days.

**Reporting Sick Time**

Employees needing to utilize a sick day shall contact the Department Head or Designee at least 30 minutes prior to the scheduled start of the work day. Upon request, employees shall be required to produce verification to substantiate the need for and the appropriate use of sick time. Such verification shall consist of a note from a health care professional attesting to the existence of the employee's or his/her family member's illness or injury and/or the employee's fitness to return to work, when recovered. Such notes shall not include medical details regarding the actual illness of the employee or his/her family member; and the Department Head or Designee shall send the notes to the Personnel Office for filing in employees' confidential medical files.

Employees absent for three (3) or more consecutive working days may be required to submit a health care professional's verification of illness or injury. After the 10<sup>th</sup> day of absence on sick leave in one calendar year, a health care professional's verification must be submitted for all sick leave absences, regardless of duration. Any employee absent for five (5) or more consecutive days without calling out is considered to have resigned.

An absence of three (3) or more consecutive days may trigger the provisions of the Family and Medical Leave Act (FMLA) Policy No. 308 or the Family Leave Act (FLA) Policy No. 312; after such three-or-more-consecutive days' absence, the City will send the employee information on FMLA or FLA. An employee could also be eligible for NJ Temporary Disability Insurance for which they can apply online at: [myleavebenefits.gov/worker/tdi](http://myleavebenefits.gov/worker/tdi).

Employees that are on a Leave of Absence that exceed thirty (30) days may be referred to a Health Provider referred by the Business Administrator in Margate

Prior to an employee's return to work, the City may require the employee to be examined by a health care professional designated by the City in order to verify fitness to return to normal duties. An employee will not be permitted to return to work until the required verification is received by the City.

An employee who abuses this Sick Leave Policy will be subject to disciplinary action, up to and including termination.

**Employees covered under a Collective Bargaining Agreement or an Individual Employment Agreement:**

The employment details set out in this policy work in conjunction with, and do not replace, amend or supplement any terms or conditions of employment stated in any Collective Bargaining Agreement that a union has with the City or in an Individual Employment Agreement. Wherever employment details in this policy differ from the terms contained in a Collective Bargaining Agreement with the City or an Individual Employment Agreement, the specific terms of the Collective Bargaining Agreement or the Individual Employment Agreement will control.



**RESOLUTION #190-2023**  
**A RESOLUTION ADOPTING PERSONNEL POLICIES AND PROCEDURE**  
**MANUAL TO BE KNOWN AS**  
**“VOLUNTEER EMPLOYEE HANDBOOK”**

**WHEREAS**, it is the policy of the City of Margate City, County of Atlantic, State of New Jersey to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to: Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay Act, the Diane B. Allen Equal Pay Law, the Fair Labor Standards Act, the NJ Minimum Wage Law, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the NJ Pregnant Worker’s Fairness Act, the Family and Medical Leave Act, the NJ Family Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, the New Jersey Civil Service Act, the New Jersey Attorney General’s Guidelines with respect to Police Department Personnel Matters, the New Jersey Workers Compensation Act, and the Open Public Meeting Act; and

**WHEREAS**, the Board of Commissioners have determined that there is a need for clear personnel policies and procedures to ensure that employees, prospective employees and volunteer employees are treated in a manner consistent with these laws and regulations.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners that the “Volunteer Employee Handbook” attached thereto is hereby adopted.

**BE IT FURTHER RESOLVED** that these personnel policies and procedures contained in the “Volunteer Employee Handbook” shall apply to all volunteer employees. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract, or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

**BE IT FURTHER RESOLVED** that this “Volunteer Employee Handbook” is intended to provide guidelines covering public service by volunteer employees and is not a contract. The provisions of this handbook may be amended and supplemented from time to time without notice and at the sole discretion of the Board of Commissioners.

**BE IT FURTHER RESOLVED** that to the maximum extent permitted by law, employment practices for the City shall operate under the legal doctrine known as “employment at will,” and the “Volunteer Employee Handbook” nor any provisions set forth therein are intended to create an employment contract or otherwise abrogate the operation of the “employment at will” doctrine.

**BE IT FURTHER RESOLVED** that the Business Administrator and all managerial/supervisory personnel are responsible for in the implementation of the policies and procedures in this handbook.



## CITY OF MARGATE

<http://margate-nj.com>

### ***VOLUNTEER EMPLOYEE HANDBOOK***

*Adopted by City of Margate*

*Board of Commissioners*

*By*

*Resolution No. 187-2023*

*Dated*

*August 17, 2023*

***The City of Margate is an Equal Opportunity Employer, M/F***



**VOLUNTEER HANDBOOK****DISCLAIMER**

The purpose of this Handbook is to acquaint volunteers of Margate City with the policies and practices which apply to a volunteer's position with Margate City. The policies and practices contained in this Handbook are only guidelines and maybe canceled or changed by Margate City at any time with or without notice. This Handbook is not intended to nor does it create an employment contract between Margate City and any of its volunteers.

**THIS HANDBOOK IS NOT A CONTRACT OF EMPLOYMENT.**

Except as otherwise provided by contract or applicable law, a volunteer's service is at-will. This means that any volunteer may voluntarily terminate his/her service with Margate City at any time, for any reason. It also means that Margate City may terminate any volunteer's service with Margate City at any time, with or without good cause. Nothing contained in this Handbook constitutes a contractual right, express or implied. No provision contained in this Handbook or any other policy or procedure may be changed by any oral statement but must be in writing signed by an authorized representative of Margate City.

Margate City retains all rights to discharge or discipline volunteers. As a volunteer of Margate City, you agree to conform to all applicable policies, procedures, rules, regulations, statutes and collective negotiations agreements.

This Handbook is not meant to affect, or to be a comprehensive description of local, State or federal statutes, rules or regulations, disciplinary procedures, benefits, workers' compensation, leaves, compensation, the policies, practices and procedures of Margate City, or collective negotiations. The rights and responsibilities of volunteers are always governed by existing law and any applicable agreements or established past practice. Nothing in this Handbook provides legal rights in addition to those, if any, provided to volunteers under local, State or federal statutes, rules, regulations, collective negotiations agreements or established past practice. If any part of this Handbook conflicts with local, State or federal statutes, rules, regulations, executive orders, a collective negotiations agreement or established past practice, the part of the Handbook which conflicts with a local, State or federal statute, rule, regulation, collective negotiations agreement or established past practice will be null and void as it applies to the affected group of volunteers. Likewise, if at any time, any local, State or federal statutes, rules, regulations, executive orders or collective negotiations agreement should be amended, this Handbook will be deemed to have been likewise amended, even though actual changes to the Handbook have not been made.

Please be aware that this Handbook contains a summary of several laws, rules, regulations, and policies that are applicable to volunteers. However, this Handbook is not intended to be a comprehensive description of every policy that applies to volunteers. Margate City's Personnel, Policies and Procedures Manual, a more comprehensive document that is applicable to volunteers, is also available for review.

In the event of a declared State of Emergency or otherwise, if any local, State or Federal statute, rule, regulation or Executive Order temporarily amends, alters, suspends or discharges any of the terms set forth in this Handbook, the terms and provisions herein shall be similarly temporarily amended, altered, suspended and or discharged, without the need for formal written amendment of this Handbook.

This Handbook shall apply to all volunteers of Margate City, including but not limited to volunteer firefighters, first aid squads, volunteer Board and Committee members, and CERT team members. [NOTE: the definition of volunteers should be based on the individual municipality's structure as it relates to volunteers, including volunteer fire departments]

Volunteers will be notified when any material changes are made to the policies contained in this Handbook.



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**I. ANTI-DISCRIMINATION POLICIES****A. Equal Opportunity**

Margate City is committed to providing equal opportunity through its employment practices and through the many activities, programs, and services it provides to the community. The [Public Entity] will make all personnel decisions without regard to race, creed, color, national origin, ancestry, religion, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, genetic information, sex, gender identity or expression, disability (including perceived disability, physical, mental, and/or intellectual disabilities, AIDS or HIV infection), pregnancy, childbirth, breastfeeding, political affiliation (to the extent protected by law), atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, veteran status, citizenship status, or any other group status protected by law, unless required by a bona fide occupational qualification.

Margate City will ensure that personnel decisions are made in accordance with principles of Equal Employment Opportunity by imposing only nondiscriminatory job requirements. Margate City will not discriminate with regard to any term, condition or privilege of a volunteer's position. Margate City-sponsored training, education, tuition assistance, and social and recreation programs will be administered without discrimination. Margate City has an Affirmative Action Officer ("AAO"), who is assigned overall responsibility of the Affirmative Action Program. Any volunteer with a question or grievance should contact the Affirmative Action Officer at:

Ken Mosca, Business Administrator, (609)822-0424)

**B. Americans with Disabilities Act**

In compliance with the Americans with Disabilities Act ("ADA"), the ADA Amendments, and the New Jersey Law Against Discrimination ("NJLAD"), the [Public Entity] does not discriminate based on disability, pregnancy, pregnancy-related medical condition, breastfeeding or childbirth. Margate City will endeavor to make every work environment handicap accessible and consider reasonable accommodations, when appropriate. Future construction and renovation of facilities will be in accordance with the ADA Accessibility Guidelines, as well as the ADA Amendments Act.

**II. ANTI-HARASSMENT POLICY**

Margate City has committed to a workplace free from harassment that is based on race, creed, color, religion, sex, gender identity or expression, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, genetic information, disability (including perceived disability, physical, mental, and/or intellectual disabilities, AIDS or HIV infection), pregnancy, childbirth, breastfeeding, political affiliation (to the extent protected by law), atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, veteran status, citizenship status or any other group status protected by law. Any such harassment is a violation of federal and State



anti-discrimination laws and will not be tolerated by Margate City. This policy applies to all employees and volunteers as well as to any individuals who may come in contact with employees and volunteers. Reprisals against anyone who makes a complaint under this policy will not be tolerated and violators of the policy will be subject to discipline, up to and including termination, and may be subject to any other liability authorized under applicable law.

Additionally, it is a violation of this policy to engage in sexual (or gender-based) harassment of any kind, including hostile work environment harassment, quid pro quo harassment, or same-sex harassment. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example,

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of prohibited behaviors that may constitute sexual harassment and are therefore a violation of this policy include, but are not limited to:

1. Generalized gender-based remarks and comments;
2. Unwanted physical contact such as intentional touching, grabbing, pinching, brushing against another's body or impeding or blocking movement;
3. Verbal, written or electronic sexually suggestive or obscene comments, jokes or propositions including letters, notes, e-mails, text messages, invitations, gestures or inappropriate comments about a person's clothing;
4. Visual contact, such as leering or staring at another's body; gesturing; displaying sexually suggestive objects, cartoons, posters, magazines or pictures of scantily-clad individuals; or displaying sexually suggestive material on a bulletin board, on a locker room wall, or on a screen saver;
5. Explicit or implicit suggestions of sex by a supervisor or manager in return for a favorable employment action such as hiring, compensation, promotion, or retention;
6. Suggesting or implying that failure to accept a request for a date or sex would result in an adverse employment consequence with respect to any employment practice such as performance evaluation or promotional opportunity; or
7. Continuing to engage in certain behaviors of a sexual nature after an objection has been raised by the target of such inappropriate behavior.



Any volunteer found to have violated any portion or portions of this policy may be subject to appropriate administrative and/or disciplinary action which may include, but which shall not be limited to: referral for training, referral for counseling, written or verbal reprimand, suspension, reassignment, demotion or termination of volunteer position. Referral to another appropriate authority for review for possible violation of federal and State statutes may also be appropriate.

Volunteer Responsibilities – Margate City cannot address or correct harassing conduct that it is not aware of. Any volunteer who believes that he/she has been subjected to any form of prohibited discrimination/harassment, or who witnesses others being subjected to such discrimination/harassment, or otherwise has knowledge of others being subjected to such discrimination/harassment is expected to promptly report the incident(s) to a supervisor or directly to the Margate City's Equal Employment Opportunity/Affirmative Action Officer or to any other persons designated by Margate City to receive workplace discrimination complaints. Specifically, volunteers are encouraged to utilize the attached Discrimination Complaint Processing Form.

All volunteers are expected to cooperate with investigations undertaken pursuant to this section. Failure to cooperate in an investigation may result in administrative and/or disciplinary action, up to and including termination.

Supervisor Responsibilities – Supervisors shall make every effort to maintain a work environment that is free from any form of prohibited discrimination/harassment. Supervisors shall immediately refer allegations of prohibited discrimination/harassment to Margate City's Equal Employment Opportunity/Affirmative Action Officer, or any other individual designated by Margate City to receive complaints of workplace discrimination/harassment. A supervisor's failure to comply with these requirements may result in administrative and/or disciplinary action, up to and including termination.

For purposes of this section, a "supervisor" is defined broadly to include any manager and/or other individual who has authority to control the work environment of any other staff member, including volunteers.

Investigation of Complaints – Any complaint made under this section shall be investigated by Margate City in a manner consistent with the New Jersey State Model Procedures for Internal Complaints Alleging Discrimination in the Workplace. Additionally, all complaints and investigations shall be handled, to the extent possible, in a manner that will protect the privacy interests of those involved. To the extent practical and appropriate under the circumstances, confidentiality shall be maintained throughout the investigatory process. In the course of an investigation, it may be necessary to discuss the claims with the person(s) against whom the complaint was filed and other persons who may have relevant knowledge or who have a legitimate need to know about the matter. All persons interviewed, including witnesses, shall be directed not to discuss any aspect of the investigation with others in light of the important privacy interests of all concerned. Failure to comply with this confidentiality directive may result in administrative and/or disciplinary action, up to and including termination of employment.



### **III. CONDUCT OF VOLUNTEERS**

#### **A. Ethical Conduct**

Pursuant to the provisions of the Local Government Ethics Law:

1. No volunteer or member of his or her immediate family will have an interest in a business organization or engage in any business, transaction or professional activity, which is in substantial conflict with the proper discharge of his or her duties in the public interest.
2. No volunteer should use or attempt to use his or her official position to secure unwarranted privileges or advantages for him or herself or others.
3. No volunteer should act in his or her official capacity in any matter wherein he or she, a member of his or her immediate family, or business organization in which he or she has an interest, has a direct or indirect personal or financial interest that might reasonably be expected to impair his or her objectivity or independence of judgment.
4. No volunteer should undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice his or her independence of judgment in the exercise of his or her official duties.
5. No volunteer, member of his or her immediate family, or business organization in which he or she has an interest, should solicit or accept any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan contribution, service, promise or other thing of value was given or offered for the purpose of influencing him or her directly or indirectly in the discharge of his or her official duties.
6. No volunteer will use, or allow to be used, his or her public employment, or any information, not generally available to members of the public, which he or she receives or acquires in the course of and by reason of his or her employment, for the purpose of securing financial gain for himself or herself, any member of his or her immediate family, or any business organization with which he or she is associated.
7. No volunteer or business organization in which he or she has an interest will represent any person or party other than Margate City in connection with any cause, proceeding, application or other matter pending before any agency in the local government in which he or she serves. A volunteer or members of his or her immediate family may represent himself or herself in proceedings concerning the volunteer's own interests.

#### **B. Political Activity**

Pursuant to New Jersey law governing elections, no holder of a public office or position will demand payment or contribution from another holder of a public office or position for the campaign purpose of any candidate or for the use of any political party.



No volunteer will directly or indirectly use or seek to use his or her position to control or affect the political action of another person or engage in political activity during working hours. No volunteer whose principal position is in connection with a program financed in whole or in part by Federal funds or loans, will engage in any of the following prohibited activities under the "Hatch Act":

1. Using official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office;
2. Directly or indirectly coercing, attempting to coerce, commanding or advising an officer or volunteer to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes; or
3. Being a candidate for public office in a partisan election.

The Hatch Act, 5 U.S.C. 1501 et seq., is enforced by the Special Counsel of the United States Merit System Protection Board. Department Heads or supervisors can advise a volunteer if his/her position is federally-funded.

Nothing in this policy shall be construed as restricting volunteers from engaging in lawful, political activity while outside of working hours and outside of their official job duties.

#### IV. WORKPLACE

##### A. Appearance Policy

Volunteers are expected to present themselves in a neat, business-like manner and shall dress appropriately for the work they perform. At the discretion of Margate City, individual Departments may implement specific dress code requirements. Uniforms, where required, shall be worn in accordance with applicable departmental standards.

Volunteers violating this policy shall be required to take corrective action, or will be sent home.

##### B. Vehicle Use Policy

Margate City vehicles may be assigned to volunteers for use during the performance of official Margate City business only. Any volunteer who utilizes a Margate City-assigned vehicle for personal use may be subject to disciplinary action. Additionally, the volunteer to whom a vehicle is assigned is the party responsible for its security and maintaining it in a safe operating condition. Vehicles may only be taken home with the advance approval of the Margate City Business Administrator.

Driver's License Policy - Any volunteer whose work requires the operation of a Margate City-assigned vehicle, or the operation of their own vehicle for Margate City business, must hold a valid New Jersey State Driver's License. Such volunteers shall be required to submit to a driving



records check by the New Jersey Motor Vehicle Commission as a condition of employment. Periodic checks of volunteers' drivers' licenses will also be made.

Volunteers who drive their own vehicle for Margate City business must provide Margate City with a copy of their current Certificate of Insurance evidencing liability limits of \_\_\_\_\_. Drivers are required to notify their immediate supervisor in those cases where a license is expired, suspended, or revoked for any reason. Failure to report such an instance subjects the volunteer to disciplinary action, up to and including termination. Any volunteer who does not hold a valid New Jersey Driver's License shall not be allowed to operate a Margate City -assigned vehicle until such time as a valid license is obtained.

### C. Computer Usage

In order to provide a viable data and communication system for Margate City that supports the needs of all departments, security and confidentiality of the information must not be compromised. Security is a major concern throughout every office of Margate City and its volunteers. This provision shall apply to the day-to-day operations of all Margate City's information and technology equipment, as well as mobile or portable units. Although this policy comprehensively addresses current security concerns, impending and future system developments may require additional security considerations.

Every volunteer must be cognizant of the potential for civil liability inherent in the dissemination of information obtained through Margate City's information systems. Margate City reserves the right to prosecute, in a civil or criminal manner, as well as discipline in accordance with Margate City's rules and regulations, any volunteer who violates any section of this provision.

Margate City shall have the express right to access any electronic information device utilizing any administrative or user password for the purpose of troubleshooting, supporting or maintaining the computer network or while investigating an incident or violation of this policy. All electronic information devices, their contents, e-mail or electronic correspondence originating from or arriving on a device owned or authorized on the [Public Entity]'s computer network, is the property of Margate City and is subject to entry and inspection without notice. Any data or information created or stored on Margate City's computer network becomes the sole property of Margate City. Ownership of said data is forfeited and all rights to ownership are surrendered to Margate City.

In order to ensure that Margate City's electronic network is being used only for legitimate business purposes, Margate City reserves the right to enter or search any computer file, the e-mail system, and/or monitor computer and e-mail use. Accordingly, no volunteer should have any reasonable expectation of privacy regarding their use of Margate City's computer or when utilizing Margate City's computer network, including, but not limited to, electronic mail. All such documents or information may be subject to the provisions of the Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq.



Further, [Public Entity] business which is conducted by a volunteer on his or her personal computer or device is subject to this policy and may be subject to the provisions of OPRA.

#### **D. Social Networking Policy**

For purposes of this policy, a social network is defined as a site that uses internet services to allow individuals to construct a profile within that system, define a list of others users with whom they share some connection, and view and access their list of connections and those made by others within that system. The type of network and its design vary from site to site. Examples of the types of internet based social networking activities include: blogging, networking, photo sharing, video sharing, microblogging, podcasting, as well as posting comments on the sites. The absence of, or lack of explicit reference to a specific site or activity does not limit the extent of the application of this provision.

The use of the internet and social networking sites, including but not limited to Snapchat, Facebook, and Twitter, is a popular activity; however, volunteers must be mindful of the negative impact of inappropriate or unauthorized postings upon Margate City and its relationship with the community. This provision identifies prohibited activities by volunteers on the internet where posted information is accessible to members of the general public, including, but not limited to, public postings on social networking sites.

Specifically, Margate City reserves the right to investigate postings, private or public, that violate workplace rules, such as the prohibition of sexual harassment and other discriminatory conduct, where such postings lawfully are made available to Margate City by other volunteers or third parties. Volunteers should use common sense in all communications, particularly on a website or social networking site accessible to anyone. If you would not be comfortable with your supervisor, coworkers, or the management team reading your words, you should not write them.

Be advised that volunteers can be disciplined for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. You can also be sued by agency employees or any individual who views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment. What you say or post on your site or what is said or posted on your site by others could potentially be grounds for disciplinary action, up to and including termination. However, nothing in this social networking policy is designed to interfere with, restrain, or prevent social media communications during non-working hours by those engaging in protected concerted activities regarding wages, hours, or other terms and conditions of employment pursuant to the New Jersey Employer-Employee Relations Act or to prevent communications which are protected by the First Amendment freedom of speech clause, unless such communications are made as part of the volunteers' official job duties.

#### **V. DRUG- AND ALCOHOL-FREE WORKPLACE POLICY**

The possession or use of drugs and the abuse of alcohol pose a threat to the health and safety of all employees and volunteers. To that end, Margate City has adopted a Drug and Alcohol



Free Workplace Policy and all volunteers are subject to the rules and regulations set forth in that policy. Specifically, the manufacturing, distribution, dispensing, and/or use of alcohol or drugs on Margate City's premises, or during work hours, by volunteers is strictly prohibited.

Any volunteer who is observed by a supervisor or Department Head to be intoxicated or under the influence of alcohol and drugs during working hours, or is under reasonable suspicion of same, shall be immediately tested and is subject to discipline, up to and including termination. Volunteers who are required to maintain a Commercial Driver's License ("CDL") are subject to random drug testing as required by the federal government. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination.

As a condition of working in safety-sensitive volunteer positions, such as volunteer firefighters and first aid workers, all final applicants for such positions shall be subject to drug testing.

The full Drug and Alcohol Free Workplace Policy and the CDL Drug and Alcohol Testing Policy are both available for review in Margate City's Personnel, Policies and Procedures Manual.

#### **VI. DOMESTIC VIOLENCE POLICY**

Margate City hereby adopts the Statewide Domestic Violence Policy for Public Employers released by the New Jersey Civil Service Commission, which is applicable to all public employers pursuant to N.J.S.A. 11A:2-6a. Such policy requires that Margate City designate a Human Resources Officer ("HRO") to assist volunteers who are victims of domestic violence. The HRO must receive training on responding to and assisting volunteers who are domestic violence victims in accordance with the policy. Volunteers who are victims of domestic violence are encouraged to seek immediate assistance from their HRO. Margate City will develop a plan to identify, respond to, and correct performance issues that may be caused by a domestic violence incident.

The full policy is available for review in Margate City's Personnel, Policies and Procedures Manual.

#### **VII. PROTECTION AND SAFE TREATMENT OF MINORS**

Margate City is fully committed to protecting the health, safety and welfare of minors who interact with officials, employees, and volunteers of Margate City to the maximum extent possible and has adopted a policy which establishes the guidelines for officials, employees, and volunteers who set policy for Margate City or may work with or interact with individuals under 18 years of age, and those who supervise employees, and volunteers who may work with or interact with individuals under 18 years of age, with the goal of promoting the safety and wellbeing of minors.

All such prospective volunteers may be required to undergo a thorough and complete background check, including but not limited to a fingerprint identification check, credit check, motor vehicle record check, reference check (personal and professional), and a check of the Megan's Law directory for New Jersey and any other State where the applicant previously resided.

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#### **RESOLUTION #191-2023**

#### **A RESOLUTION TO AFFIRM THE MARGATE CITY'S CIVIL RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTERS, INDEPENDENT CONTRACTORS, AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH MUNICIPAL EMPLOYEES, OFFICIALS AND VOLUNTEERS**

**WHEREAS**, it is the policy of the City of Margate City to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act; and



**WHEREAS**, the governing body of Margate City has determined that certain procedures need to be established to accomplish this policy

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Margate City that:

- 1: No official, employee, appointee or volunteer of the City by whatever title known, or any entity that is in any way a part of the City shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person's constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the Margate City's business or using the facilities or property of the City.
- 2: The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the City to provide services that otherwise could be performed by the City.
- 3: Discrimination, harassment and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.
- 4: The Business Administrator written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by this resolution is attached.
- 5: No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.
- 6: The Business Administrator shall establish written procedures that require all officials, employees, appointees and volunteers of the City as well as all other entities subject to this resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.
- 7: The Business Administrator shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.
- 8: At least annually, the Business Administrator shall cause a summary of this resolution and the procedures established pursuant to this resolution to be communicated within the City. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce this resolution. This summary shall also be posted on the City's web site.
- 9: This resolution shall take effect immediately.

**BE IT FURTHER RESOLVED** A copy of this resolution shall be published in the official newspaper of the City in order for the public to be made aware of this policy and the City's commitment to the implementation and enforcement of this policy.

### **Complaint Procedure:**

Any individual who observes alleged wrongdoing on the part of officials, employees, or volunteers associated with the City may report such action using this procedure. This includes any action the individual believes to constitute harassment, sexual harassment, or any other wrongdoing. Employees of the City shall follow the Employee Complaint Procedure. All other individuals including volunteers and members of the public may report the alleged wrongdoing to the head of the applicable department or volunteer organization, or, if they prefer, or do not think that the matter can be discussed with the head of the applicable department or organization, they should contact the Business Administrator the Personnel Officer or the City Solicitor.



Reporting of such incidents is encouraged both when an individual feels that he or she is subject to such incidents, or observes such incidents in reference to other individuals. The report or complaint should be in writing, but individuals may make a verbal complaint at their discretion. If an individual has any questions about what constitutes harassment, sexual harassment, or any other workplace wrongdoing, they may ask their supervisor or one of the individuals listed above. All reports of harassment, sexual harassment, or other wrongdoing will be promptly investigated by a person who is not alleged to be involved in the alleged harassment or wrongdoing.

No individual will be penalized in any way for reporting a complaint. There will be no discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action up to and including discharge will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly. Actions taken internally to investigate and resolve harassment complaints will be conducted confidentially to the extent practicable and appropriate in order to protect the privacy of persons involved. Any investigation may include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have other relevant knowledge. The complaining individual will be notified of a decision at the conclusion of the investigation within a reasonable time from the date of the report an incident.

#### **RESOLUTION #192-2023**

#### **A RESOLUTION APPROVING MARGATE CITY COMMISSION'S APPOINTMENTS TO THE MARGATE CITY CITIZEN'S ADVISORY COMMITTEE**

**WHEREAS**, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey has authorized Resolution #188-2023 the establishment of a Margate City Citizen's Advisory Committee on August 17, 2023; and

**WHEREAS**, the Margate City Citizen's Advisory Committee is advisory in nature and cannot take action which will bind the City; and

**WHEREAS**, it is expected that a member of the Margate City Citizen's Advisory Committee is to be a productive, positive member of the committee; and

**WHEREAS**, the Board of Commissioners wish this Margate City Citizens Advisory Committee to consist of nine (9) individuals preferably from various backgrounds.

**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 persons are hereby appointed to the Margate City Citizens Advisory Committee:

1. Steve Altman	6. Cindy Pitts
2. Brian Duffy	7. Gretchen Reed
3. Christine Eden	8. Gerard Rosenberger
4. Joanne Goldberg	9. Rich Tolson
5. Andy Perry	



**RESOLUTION #193-2023  
AUTHORIZING AWARD OF CONTRACT  
SIGMUND S. RIMM RECREATIONAL COMPLEX BATTING CAGE EXTENSION**

**WHEREAS**, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey are desirous to authorizing the award of contract for Sigmund S. Rimm Recreational Complex Batting Cage Extension; and

**WHEREAS**, Ed Dennis, City Engineer, prepared a letter dated August 14, 2023 stating proposals were requested in accordance to N.J.S.A 40A:11-4; and

**WHEREAS**, in connection therewith two (2) proposals were received by the City Engineer of the City of Margate City on August 14, 2023:

- |  |             |
|--|-------------|
| 1. Command Company, Inc., 1318 Antwerp Avenue, Egg Harbor City, N.J. 08215   | \$39,434.06 |
| 2. L. Feriozzi Concrete Company, 3010 Sunset Avenue, Atlantic City, NJ 08401 | \$50,527.00 |
- ; and

**WHEREAS**, Ed Dennis, City Engineer, submitted a letter of recommendation dated August 14, 2023 that the contract be awarded to the lowest responsible quote, Command Company, Inc., 1318 Antwerp Avenue, Egg Harbor City, N.J. 08215 as per their bid proposal in an amount of \$39,434.06; and

**WHEREAS**, the Chief Financial Officer has certified to the City Commissioners that there are adequate funds not to exceed \$39,434.06 available in account C-04-55-988-902 04-2022 for the purpose of awarding of this contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that it does hereby award a contract to Command Company, Inc., 1318 Antwerp Avenue, Egg Harbor City, N.J. 08215, as per their bid proposal for Sigmund S. Rimm Recreational Complex Batting Cage Extension in an amount not to exceed \$39,434.06, and that the award of contract be advertised according to law one time in the Press of Atlantic City newspaper.

**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 resolution accompanied by such appropriate insurance certificate, affirmative action certificate and performance bond as may be required by the specifications.

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

1. Lisa McLaughlin, Chief Financial Officer
2. Ed Dennis, City Engineer
3. Command Company, Inc., 1318 Antwerp Avenue, Egg Harbor City, N.J. 08215



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: 39,434.06  
Resolution Date: 08/17/23  
Resolution Number: 193-2023

Vendor: COMMA005 Command Company, Inc.  
1318 Antwerp Avenue  
Egg Harbor City, NJ 08215

Contract: U1760003 Sigmund S. Rimm Recreational  
Complex Batting Cage Extension

Account Number	Amount	Account Description
C-04-55-988-902	39,434.06	Various Facilities 03-22
Total	39,434.06	

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

Lisa McLaughlin

Chief Financial Officer

RESOLUTION #194-2023  
AUTHORIZING CHANGE ORDER #1 (INCREASE)  
HVAC REPLACEMENT AT THE MARGATE CITY LIBRARY

WHEREAS, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey authorized Resolution #71-2022 on March 17, 2022 awarding a contract to Surety Mechanical Services, 300 Thomas Avenue, Suite 201, Williamstown, NJ 08094 as per their proposal for H V A C Replacement at the Margate City Library, in an amount of \$292,500.00; and

WHEREAS, Ed Dennis, Municipal Engineer, has prepared a letter dated August 14, 2023 regarding a increase in Change Order #1 that relates to installation of dampers in the amount of \$6,528.93, resulting in a new contract total of \$299,028.93; and

WHEREAS, the Chief Financial Officer has certified to the City Commissioners that there are adequate funds not to exceed \$6,528.93 available in account Ordinance 03-2022 C-04-55-988-902 for the approval of this change order.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey does hereby approve Change Order

# 1(Increase) to the contract with Surety Mechanical Services, 300 Thomas Avenue, Suite 201, Williamstown, NJ 08094 to the new contract amount \$299,028.93.

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

- 1. Lisa McLaughlin, Chief Financial Officer
- 2. Ed Dennis, Municipal Engineer
- 3. Roger McLarnon, Qualified Purchasing Agent
- 4. Surety Mechanical Services, 300 Thomas Avenue, Suite 201, Williamstown, NJ 08094



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: 299,028.93  
Resolution Date: 08/17/23  
Resolution Number: 194-2023

Vendor: SURET005 Surety Mechanical Services  
300 Thomas Avenue, Ste 201  
Williamstown, NJ 08094

Contract: LI202201 HVAC Replacement Margate City  
Public Library

Account Number	Amount	Account Description
C-04-55-988-902	6,528.93	Various Facilities 03-22
Total	6,528.93	

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

Lisa McLaughlin  
Chief Financial Officer

Executive Session: None

Update:

**Commissioner Horn:** Recognizes Heritage Surf Shop for putting together boxes of cloths to send to Maui for those effected by the fire.

Adjournment:

There being no further business, Mayor Collins called for a motion to adjourn the meeting. Whereupon, the motion was made by Commissioner Horn, and seconded by Mayor Collins, to adjourn the meeting. A unanimous voice vote was taken adjourning the meeting at 6:20p.m.

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

Michael Collins  
Mayor, Michael Collins

Maury Blumberg  
Commissioner Maury Blumberg

Catherine Horn  
Commissioner Catherine Horn

Attest: Johanna Casey Johanna Casey, Municipal Clerk