

REGULAR MEETING MINUTES CITY COMMISSION – MARGATE CITY

OCTOBER 7, 2021

MARGATE CITY, NEW JERSEY

THE ATLANTIC CITY PRESS AND THE STAR LEDGER WERE NOTIFIED OF THIS MEETING AND A COPY OF THE SAME WAS POSTED ON THE BULLETIN BOARD AND THE MUNICIPAL WEBSITE.

The Regular Meeting of the Board of Commissioners was held on the above date at 4:00 p.m. in person at Margate City Hall, 1 South Washington Avenue, Margate, NJ.

Johanna Casey, City Clerk: Reads the statement of compliance followed with the flag salute and roll call is taken: Mayor Michael Becker and Commissioner John Amodeo and Commissioner Maury Blumberg were present. Johanna Casey, Chief Hankinson, Ed Dennis, Scott Abbott and Rich Deaney were also present.

Approval of Minutes:

The minutes from the September 23, 2021 Workshop/Capital Meeting and Regular Meeting were approved as read on motion by Commissioner Blumberg, seconded by Commissioner Amodeo, with a vote of three ayes.

Public Comment:

Angela Paul, 211 N. Huntington Ave.: Speaks on keeping record of dead rabbits and squirrels to see if there is less use of poison being used and the need to educate the public on the effect of using poison.

Daiva Mintzer, 615 N. Delavan: Speaks on the justification of zooming the commission meetings. An inquiry is made about the 37 cherry trees being removed and replaced along the parkway. Speaks on the importance of enforcing the two proposed ordinances on vermin once adopted and educating the public on alternative ways to rid a property of vermin.

Mayor Becker: Contact the City Clerk regarding the cherry tree inquiry.

Ed Berger, 9402 Amherst Ave. (President, Margate Business Association): Thanks the City for working with the Margate Business Association on events. This past Fall FunFest was the largest ever held. Acknowledges the Public Works staff for the exceptional job they do assisting the Margate Business Association with events. Thanks Commissioner Amodeo for securing extra areas for the FunFest.

Mayor Becker: Thanks the Margate Business Association for all they do. Working together we can do wonderful things.

Dennis Gorniowski, 7702 Amherst Ave.: Speaks on the unresolved issues with Mathis Construction not completing the paving of the Reconstruction of Amherst Avenue-Phase I and the lack of communication with the residents in that area.

Ed Dennis: Gives the schedule of what is to be done by Mathis Construction. Work to be completed by November 1, 2021.

Brian Duffy, 312 N. Clermont Ave. (President Margate FMBA Local 41): Thanks Rich Deaney, Commissioner Amodeo and Chief Adams for working with the FMBA on a new contract. Speaks on the City and the FMBA working together to finalize a contract.

Steve Worner, 103 N. Sumner Ave.: Speaks on new home owners in Margate thinking they can do whatever they want without regard to neighbors.

Scott Abbott: States there is a City code on the tearing down of trees. It is a private matter between property owners.

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

Public Comment on Resolutions Adoption Only:

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

Ordinances: Introduction:

Johanna Casey: Ordinance #13-2021 is read by title only.

A motion to introduce **Ordinance #13-2021**, Amending and Supplementing Chapter 91 “Buildings, Demolition Of” of the Code of Margate City, was put forth by Commissioner Blumberg, Seconded by Commissioner Amodeo, with a vote of three ayes.

ORDINANCE #13-2021
AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 91
“BUILDINGS, DEMOLITION OF” OF THE CODE OF THE CITY OF
MARGATE CITY, COUNTY OF ATLANTIC AND STATE OF NEW JERSEY

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

SECTION 1. Section 91-6 A. Extermination of vermin and rodents shall be revised as follows:

Add to end of paragraph the following language: ...and provide signage at least 48 hours prior to demolition at this location stating that vermin or rodent poison will be used at this location on specific date of extermination.

SECTION 2. All ordinances or parts of ordinances inconsistent with any terms of this Ordinance are hereby repealed to the extent of such inconsistency only.

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

Michael Becker, Mayor

John Amodeo, Commissioner

Maury Blumberg, Commissioner

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

Johanna Casey: Ordinance #14-2021 is read by title only.

A motion to introduce **Ordinance #14-2021**, Establishing Chapter 131 “Extermination of Vermin and Rodents” of the Code of Margate City, was put forth by Commissioner Blumberg, Seconded by Commissioner Amodeo, with a vote of three ayes.

ORDINANCE #14-2021
AN ORDINANCE ESTABLISHING CHAPTER 131 “EXTERMINATION OF
VERMIN AND RODENTS” OF THE CODE OF THE CITY OF MARGATE
CITY, COUNTY OF ATLANTIC AND STATE OF NEW JERSEY

WHEREAS, the Board of Commissioners has determined that there is a need to establish local ordinance control over the extermination of vermin and rodents so as to protect the public health, safety and welfare of residents, visitors and pets; and

WHEREAS, the State of New Jersey has enacted through the New Jersey Administrative Code Title 7, Department of Environmental Protection, Chapter 30, Pesticide Control Code, Subchapter 10, Pesticide Use, regulations applicable to the use and application of pesticides from which the provisions in this Ordinance have been derived.

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

Chapter 131 - Extermination of Vermin and Rodents, shall be added to the Code of the City of Margate City as follows:

§131-1 Definitions.

The following words and phrases, as used in this chapter, shall have the following meanings:

RODENT – a gnawing mammal of an order that includes rats, mice, squirrels, hamsters, porcupines, and their relatives, distinguished by strong constantly growing incisors and no canine teeth.

VERMIN - wild animals that are believed to be harmful to crops, farm animals, or game, or that carry disease.

§131-2 Vermin and Rodent Baiting

(a) No Person shall use any vermin and rodent bait, unless it has been placed in tamper-resistant bait boxes pursuant to (b) and (c) below, or in locations not accessible to children, pets, domestic animals or non-target wildlife.

(b) No person shall use or otherwise possess any pesticide in any vermin or rodent bait box or bait tray unless:

1. The bait box is secured against tampering when placed in areas accessible to pets, domestic animals, non-target wildlife or children; and

i. The bait box or tray has attached to the exterior, a copy of the registered label of the pesticide; or

ii. The bait box or tray has, attached to the exterior, a readable label with the following information about the pesticide contained therein:

(1) The brand or trade name;

(2) The EPA registration number;

(3) The name and percentage of active ingredient(s) in the bait box; and

(4) An appropriate signal word that is Danger-Poison, Warning or Caution.

(c) For purposes of interpretation of (b) above, a bait box shall be considered tamper-resistant when:

1. It has met the standards for tamper-resistant bait boxes used by the EPA in PR-Notice 94-7, incorporated herein by reference.

2. The bait box containing the pesticide is in a secure storage area; or

3. The bait box is under the direct observation of a pesticide applicator.

(d) After the application has been completed or the contract has been terminated, all accessible bait shall be removed by the applicator or applicator business.

§131-2 Violations and Penalties

Any person who violates or fails or refuses to comply with this chapter or any part or section thereof shall, upon conviction in the Municipal Court of the City of Margate City, be punished for each offense by a fine not to exceed \$1,000.00 or by imprisonment for any term not exceeding 90 days, or both. Every such violation or refusal shall be deemed a separate violation, and each day that the same shall continue shall be deemed a separate violation.

SECTION 2. All ordinances or parts of ordinances inconsistent with any terms of this Ordinance are hereby repealed to the extent of such inconsistency only.

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

Michael Becker, Mayor

John Amodeo, Commissioner

Maury Blumberg, Commissioner

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

Ordinances: Public/Adoption: None

Resolutions:

A motion to adopt **Resolution #198-2021**, authorizing the payment of claims \$2,070,159.09, was put forth by Mayor Becker, Seconded by Commissioner Blumberg, with a vote of three ayes.

**RESOLUTION #198-2021
PAYMENTS OF CLAIMS
MARGATE CITY BILL LIST / PREVIOUSLY PAID
OCTOBER 7, 2021**

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:

<u>BILLS LIST AMOUNT:</u>	\$2,067,399.11
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<u>PREVIOUSLY PAID:</u>	\$ 2,759.98
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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners does hereby approve the Margate City Bill List / Previously Paid, and that all claims and bills attached here to be paid in full.

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12:04 PM

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

Page No: 1

P.O. Type: All
Range: First to Last
Format: Condensed
Include Non-Budgeted: Y

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 10/07/21

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
20-00356	02/19/20	LAFAYETTE	LAFAYETTE UTILITY CONSTRUCTION	18/19 State Aid Recon-Atlantic	Open	74,405.63	0.00 C
		Contract No: U1430000					
20-01494	11/19/20	WEATHER	Weatherproofing Technologies	Roof restoration Muni Bldg	Open	222,829.89	0.00 C
		Contract No: C2000030					
21-00002	01/07/21	NJDIVPEN	NJ DIV OF PENSION & BENEFITS	Employee health	Open	196,066.46	0.00 B
21-00006	01/09/21	MARGBDED	MARGATE CITY BD OF EDUCATION	School taxes 2021-2022	Open	874,839.84	0.00 B
21-00015	01/09/21	PBC	PROFESSIONAL BENEFIT	Health broker fee	Open	1,041.67	0.00 C
		Contract No: C2000029					
21-00016	01/09/21	BROWNBRWN	Brown & Brown Metro, LLC	Health broker fee	Open	1,041.67	0.00 C
		Contract No: C2000028					
21-00023	01/11/21	SEASIO05	Seaside Serenity Counseling	Employee Assistance Program	Open	465.00	0.00 C
		Contract No: C2100003					
21-00028	02/01/21	DELTADEN	DELTA DENTAL PLAN OF NJ	Employee Dental - 2021	Open	844.80	0.00 C
		Contract No: C2000018					
21-00035	01/12/21	JPM	JERSEY PROFESSIONAL MANAGEMENT	2021 Acting Admin & Management	Open	5,723.00	0.00 C
		Contract No: C2100007					
21-00037	01/12/21	CIOETACO	Cioeta Consulting, LLC	Human Resources Professional	Open	4,620.00	0.00 C
		Contract No: C2100009					
21-00039	01/12/21	AGUZZO05	A. Guzzo Landscaping, LLC	2021 Landscaping Maintenance	Open	10,191.33	0.00 C
		Contract No: C2100011					
21-00053	01/12/21	VITAL	Vital Communications, INC	2021 Assessment Service/MOD IV	Open	1,487.50	0.00 C
		Contract No: C2100002					
21-00058	01/12/21	GOLDEN	Golden Equipment Co., Inc.	Sweeper Repairs/Parts	Open	304.19	0.00
21-00074	01/13/21	CASA	CASA PAYROLL SERVICE	2021 Payroll Service	Open	649.90	0.00 B
21-00089	01/14/21	HORIZON2	HORIZON EYE CARE PA	2021 Employee Vision	Open	1,128.75	0.00 C
		Contract No: C1900021					
21-00097	01/14/21	GENTILIN	GENTILINI FORD, INC.	Vehicle Repairs	Open	107.16	0.00
21-00103	01/15/21	WB MASON	W.B. MASON CO., INC.	PW Supplies	Open	124.08	0.00
21-00110	01/15/21	MIRACLE	MIRACLE CHEMICAL COMPANY	15% Sodium Hypochlorite	Open	727.60	0.00
21-00125	01/20/21	WB MASON	W.B. MASON CO., INC.	Building Supplies	Open	245.06	0.00
21-00180	01/21/21	CONSTELL	Constellation New Energy, Inc.	Constellation Energy	Open	5,712.88	0.00
21-00184	01/21/21	OLD CAPE	OLD CAPE, INC.	Concrete / Asphalt	Open	211.40	0.00
21-00222	01/25/21	AMAZO005	Amazon Capital Services, Inc.	Finance Office Supplies	Open	59.72	0.00
21-00223	01/25/21	SAMS	Sam's Club	Membership fees	Open	40.00-	0.00
21-00259	01/28/21	BWSTEST0	B.W.Stetson Warehouse	Coffee Supplies	Open	169.50	0.00
21-00272	02/01/21	VERIZON1	Verizon Wireless	cellular service	Open	978.75	0.00 B
21-00275	02/01/21	NJDHSS	NJ DEPT HEALTH & SENIOR SVCS	DOG LICENSE REPORT	Open	1.20	0.00
21-00276	02/01/21	G MEDOFF	Geraldine Medoff	Tai Chi & Chair Yoga	Open	400.00	0.00
21-00317	02/10/21	CASA 2	CASA REPORTING SERVICES LLC	2020 YEAR END CHARGES	Open	455.00	0.00
21-00342	01/01/21	HORIZON3	Horizon Healthcare	2021 FSA admin fees	Open	30.00	0.00 B
21-00345	01/05/21	FRYES	Frye's Auto Repair	Vehicles Repairs & Maintenance	Open	954.16	0.00
21-00375	02/24/21	M JEWITT	Margaret Jewitt	Exercise Instructor	Open	280.00	0.00
21-00389	02/26/21	LOWES	Lowe's Commercial Services	Landscaping Supplies	Open	95.14	0.00
21-00398	03/03/21	SAMS	Sam's Club	Supplies	Open	209.07	0.00
21-00400	03/03/21	WB MASON	W.B. MASON CO., INC.	Office Supplies	Open	515.10	0.00
21-00454	03/15/21	GARDENST	GARDEN STATE HIGHWAY PRODUCTS	TRAFFIC SIGNS	Open	940.00	0.00
21-00481	03/23/21	STATLAB	Garden State Laboratories, Inc	Water Testing / Samples	Open	100.00	0.00
21-00534	04/01/21	TREASNJ	TREASURER STATE OF NJ	Marriage Licenses 2021	Open	175.00	0.00
21-00535	04/07/21	MALL	Mall Chevrolet	2021 Chevrolet Tahoe - FD	Open	43,252.76	0.00

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Purchase Order Listing By P.O. Number

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
21-00635	04/27/21	WILLIAMS WILLIAMS SCOTSMAN, INC.	Beach Badge Trailer	Open	1,059.99	0.00	
21-00653	04/29/21	PRM STIP PrimeStripe Inc.	Field Paint	Open	910.61	0.00	
21-00659	08/09/21	WB MASON W.B. MASON CO., INC.	Municipal Bld Office Supplies	Open	83.77	0.00	
21-00679	05/04/21	AMAZ0005 Amazon Capital Services, Inc.	Fire Dept. Materials/Supplies	Open	329.98	0.00	
21-00708	05/11/21	LUCKY Lucky Dog Custom Apparel	Summer Employee Uniforms	Open	834.75	0.00	
21-00728	05/17/21	ALL TRAF ALL TRAFFIC SOLUTIONS	Annual Maintenance Agreement	Open	3,000.00	0.00	
21-00756	05/26/21	WB MASON W.B. MASON CO., INC.	janitorial supplies	Open	1,099.25	0.00	B
21-00757	05/26/21	SAMS Sam's Club	Fire Department Supplies	Open	33.18	0.00	
21-00767	05/27/21	SAMS Sam's Club	Rec Supplies	Open	58.10	0.00	
21-00770	05/28/21	ACTION U ACTION UNIFORM CO. LLC	Fire Department Uniforms Items	Open	84.00	0.00	
21-00836	06/15/21	ALERTALL Alert-All Corp.	Fire Prev. Materials - Library	Open	235.00	0.00	
21-00874	06/25/21	CHRIS K CHRIS KANE	Referee	Open	570.00	0.00	
21-00877	07/01/21	J SCOTT John Scott Abbott, Esq. Contract No: C2100027	Solicitor July to Dec 2021	Open	7,000.00	0.00	C
21-00886	06/28/21	CAPRIONI CAPRIONI PORTABLE TOILETS INC.	Station 2 Restroom Trailer	Open	500.00	0.00	
21-00900	07/06/21	PHOTOGRA PHOTO GRAPHICS PHOTOGRAPHY	Photos for MCBP MEMORIAL RACES	Open	442.00	0.00	
21-00906	07/07/21	TRACEY Tracey Blake	Gymnastics Camp/Classes	Open	2,015.00	0.00	
21-00989	07/22/21	1STCHOIC 1st Choice Safety Equip LLC	Fire Department Turnout Gear	Open	6,381.30	0.00	
21-01039	08/11/21	SIRCHIE SIRCHIE FINGER PRINT LAB, INC.	Evidence Supplies	Open	92.20	0.00	
21-01063	08/18/21	GOPHER SPORT	Field Paint	Open	934.65	0.00	
21-01073	08/20/21	ZERO Zero Waste USA	Dog Waste Bags	Open	599.85	0.00	
21-01090	08/01/21	SUASIO05 Suasion Communications Group Contract No: C2100030	E-newsletter population	Open	576.99	0.00	C
21-01147	09/14/21	AMAZ0005 Amazon Capital Services, Inc.	Funfest Giveaways	Open	291.42	0.00	
21-01155	09/15/21	AMAZ0005 Amazon Capital Services, Inc.	Funfest	Open	555.76	0.00	
21-01160	09/02/21	VERALPH V.E. RALPH & SON, INC.	Fire Department EMS Supplies	Open	1,068.61	0.00	
21-01162	09/16/21	PHENCE Phencemen, LLC	New Fence for Ballfield	Open	2,790.00	0.00	
21-01169	09/17/21	EVS Emergency Vehicle Services LLC	2021 Preventive Maintenance FD	Open	6,934.50	0.00	
21-01176	09/21/21	WB MASON W.B. MASON CO., INC.	multi-purpose paper order	Open	925.15	0.00	
21-01179	09/21/21	CONTRACT Contractor Service	Landscaping Supplies	Open	739.98	0.00	
21-01181	09/21/21	AMAZ0005 Amazon Capital Services, Inc.	Funfest Supplies	Open	291.42	0.00	
21-01182	09/22/21	BCR BCR, Inc	Printer Repair	Open	635.00	0.00	
21-01183	09/22/21	GIANNONE CHRIS GIANNONE PLUMBING ,	Historic City Hall	Open	675.00	0.00	
21-01184	09/22/21	STEEL005 Steelman & Co. LLC	Assist in video recovery	Open	140.00	0.00	
21-01190	09/01/21	WINDSTRE windstream	Telephone Service	Open	2,946.15	0.00	B
21-01191	09/28/21	SENSUS Sensus USA, Inc.	Annual Software support	Open	1,715.95	0.00	
21-01192	09/28/21	VERI2010 Verizon Connect NWF, Inc.	GPS units for vehicles	Open	70.00	0.00	
21-01193	09/28/21	IRONMOUN IRON MOUNTAIN	record storage -oct 2021	Open	659.91	0.00	
21-01194	09/28/21	AMAZ0005 Amazon Capital Services, Inc.	server rack cabinet	Open	1,040.01	0.00	
21-01195	09/28/21	AMAZ0005 Amazon Capital Services, Inc.	SSD hard drives and brackets	Open	660.90	0.00	
21-01196	09/28/21	USBAN005 US BANK CUST/PRO CAP 8/PC MGT	Lien Redemption Cert #20-00005	Open	3,168.89	0.00	
21-01198	09/29/21	KEITH010 Keith & Ivy Harad	Refund Tax Overpayment Q3 '21	Open	1,723.74	0.00	
21-01201	09/30/21	INSURA INSURANCE AGENCIES, INC.	Flood policy renewals	Open	24,164.95	0.00	
21-01202	09/30/21	TRIDE010 Trident Land Transfer	refund overpayment Q3 tax	Open	322.01	0.00	
21-01203	09/30/21	RSACC Rich Saccoccia	Referee	Open	120.00	0.00	
21-01205	09/30/21	DBOSSERT Darrin Bossert	Referee	Open	120.00	0.00	
21-01207	09/30/21	KELLY C Kelly Crawford	Soccer Referee	Open	330.00	0.00	
21-01208	10/01/21	DAVES DAVE'S REBUILT STARTERS	Repairs to FD Starter	Open	395.00	0.00	
21-01209	09/29/21	CDSALES C & D SALES	Various FD Uniform Items	Open	689.95	0.00	
21-01212	10/04/21	DELTA Delta Line Construction Co.	Emergency: Essex & Atlantic	Open	3,983.25	0.00	
21-01213	10/04/21	AMAZ0005 Amazon Capital Services, Inc.	LCD screen display	Open	279.97	0.00	
21-01214	10/04/21	CITYPROL CITY OF MARGATE PAYROLL ACCT	Payroll for 10/07/2021	Open	460,206.96	0.00	
21-01215	10/04/21	CITYPROL CITY OF MARGATE PAYROLL ACCT	payroll for 10/07/2021	Open	49,530.31	0.00	
21-01216	10/04/21	PAYROLL MARGATE CITY PAYROLL ACCOUNT	payroll for 10/07/2021	Open	22,040.49	0.00	

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Purchase Order Listing By P.O. Number

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
Total Purchase Orders:		90	Total P.O. Line Items:	0	Total List Amount:	2,067,399.11	Total Void Amount:	0.00

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

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
APPROPRIATIONS	1-01	1,669,478.27	0.00	0.00	1,669,478.27
	1-05	52,660.40	0.00	0.00	52,660.40
Year Total:		1,722,138.67	0.00	0.00	1,722,138.67
	C-04	335,641.77	0.00	0.00	335,641.77
	C-06	5,886.52	0.00	0.00	5,886.52
Year Total:		341,528.29	0.00	0.00	341,528.29
	T-09	1,715.95	0.00	0.00	1,715.95
	T-12	1.20	0.00	0.00	1.20
	T-14	2,015.00	0.00	0.00	2,015.00
Year Total:		3,732.15	0.00	0.00	3,732.15
Total of All Funds:		2,067,399.11	0.00	0.00	2,067,399.11

City of Margate
Additional Bill List - Previously Paid

For meeting on

10/7/2021

Current Fund PO #	Vendor	Description	Amount	Date Paid	Check #
21-01188	Insurance Agencies	Liability Ins - Rec Dept	\$ 2,676.00	9/27/2021	86347
21-00140	SJ Gas	Various Gas Accounts	\$ 83.98	9/27/2021	86348

Total Current Account

\$ 2,759.98

Water Sewer PO #	Vendor	Description	Amount	Date Paid	Check #
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Total Trust Other Account

\$ -

Dog License PO #	Vendor	Description	Amount	Date Paid	Check #
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Total LIFE GUARD PENSION Account

\$ -

Total Paid All Funds

\$ 2,759.98

Consent Agenda:

A motion to adopt the Consent Agenda for **Resolution #199-2021 thru Resolution #211-2021**, was put forth by Commissioner Blumberg, Second by Commissioner Amodeo, with a vote of three ayes.

RESOLUTION #199-2021 AUTHORIZING AWARD OF CONTRACT FOR HEALTH BROKER SERVICES TO BROWN & BROWN METRO

WHEREAS, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey has a need to acquire Health Insurance Broker Services; and

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

WHEREAS, the City of Margate is in receipt of a proposal for a one year contract from Brown & Brown Metro, LLC, 3330 Bargaintown Road, Suite 2, Egg Harbor Township, NJ 08234 in the amount of \$12,500.00, to be paid in twelve monthly installments of \$1,041.67; and

WHEREAS, the Chief Financial Officer has certified to the City Commissioners that there are adequate funds available for the purpose of contract in the following account: Group Health Brokers 1-01-23-220-260 \$1,041.67 and 2-02-23-220-260 \$11,458.33 contingent upon sufficient funds being appropriated in the 2022 budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City hereby authorizes the Mayor and City Clerk to execute the award of contract without competitive bidding as an Extraordinary Unspecifiable Service pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) to Brown & Brown Metro, LLC, 3330 Bargaintown Road, Suite 2, Egg Harbor Township, NJ 08234 in the amount of \$12,500 for a one year period (December 1, 2021 through November 30, 2022).

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

1. Brown & Brown Metro, 3330 Bargaintown Road, Suite 2, Egg Harbor Township, NJ 08234
2. Lisa McLaughlin, Chief Financial Officer

Certification Of Availability of Funds

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

Contract Amount: 12,500.00
Resolution Date: 10/07/21
Resolution Number: 199-2021

Vendor: BRWNBROWN Brown & Brown Metro, LLC
3330 Bargaintown Road
Suite 2
Egg Harbor Twp., NJ 08234

Contract: C2100031 Health Broker 12/1/21-11/30/22

Account Number	Amount	Department Description
1-01-23-220-260	1,041.67	
Total	1,041.67	

Only amounts for the 2021 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.


Chief Financial Officer

**RESOLUTION #200-2021
AUTHORIZING AWARD OF CONTRACT FOR
HEALTH INSURANCE BROKER SERVICES TO
PROFESSIONAL BENEFIT CONSULTANTS, INC.**

WHEREAS, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey has a need to acquire Health Insurance Broker Services; and

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

WHEREAS, the City of Margate is in receipt of a proposal for a one year contract with Professional Benefit Consultants, Inc., 1601 New Road, Suite 100, Northfield, NJ 08225, in the amount of \$12,500.00, to be paid in twelve monthly installments of \$1,041.67; and

WHEREAS, the Chief Financial Officer has certified to the Board of Commissioners that there are adequate funds available for the purpose of contract in the following account: Group Health Brokers 1-01-23-220-260 \$1,041.67 and 2-02-23-220-260 \$11,458.33 contingent upon sufficient funds being appropriated in the 2022 budget.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Margate City hereby authorizes the Mayor and City Clerk to execute the award of contract without competitive biddings as an Extraordinary, Unspecifiable Service pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) to Professional Benefit Consultants, Inc., 1601 New Road, Suite 100, Northfield, NJ 08225 in the amount of \$12,500 for a one year period (December 1, 2021 through November 30, 2022).

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

1. Professional Benefit Consultants, Inc., 1601 New Road, Suite 100, Northfield, NJ 08225
2. Lisa McLaughlin, Chief Financial Officer

Certification Of Availability of Funds

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

Contract Amount: 12,500.00
Resolution Date: 10/07/21
Resolution Number: 200-2021

Vendor: PBC PROFESSIONAL BENEFIT
CONSULTANTS, INC.
PO BOX 225
NORTHFIELD, NJ 08225

Contract: C2100032 Health Broker Services
12/1/21 - 11/30/22

Account Number	Amount	Department Description
1-01-23-220-260	1,041.67	
Total	1,041.67	

Only amounts for the 2021 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.


Chief Financial Officer

RESOLUTION 201-2021

**AUTHORIZING A CONTRACT WITH V-COMM TELECOMMUNICATIONS ENGINEERING
FOR CONSULTING SERVICES REGARDING TELECOMMUNICATIONS FOR
THE CITY OF MARGATE CITY**

WHEREAS, the Board of Commissioners of the City of Margate City has determined there is a need for the special services of V-COMM Telecommunications Engineering, 2147 Rt. 27 South, Suite 102, Edison, NJ 08817, so as to provide assistance to the City of Margate City in order to provide wireless technology information and assist with review of wireless carrier lease and equipment; and

WHEREAS, a proposal dated September 17, 2021 from V-COMM Telecommunications Engineering, 2147 Rt. 27 South, Suite 102, Edison, NJ 08817 in an amount not to exceed \$15,000.00 has been received and determined to be acceptable; and

WHEREAS, V-COMM Telecommunications Engineering, 2147 Rt. 27 South, Suite 102, Edison, NJ 08817 has demonstrated that they have the necessary experience and qualifications to perform same; and

WHEREAS, the Chief Financial Officer has certified to the City Commissioners that there are adequate funds available for the purpose of this Contract in the following account(s): \$5,000.00: 1-01-20-100-252 and \$10,000.00: 2-01-20-100-252 contingent upon sufficient funds being appropriated in the 2022 budget; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey formally approves the proposal from V-COMM Telecommunications Engineering, 2147 Rt. 27 South, Suite 102, Edison, NJ 08817 in an amount not to exceed \$15,000.00 without further action by the Governing Body.

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

1. Lisa McLaughlin, Chief Financial Officer
2. V-COMM Telecommunications Engineering, 2147 Rt. 27 South, Suite 102, Edison, NJ 08817

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.

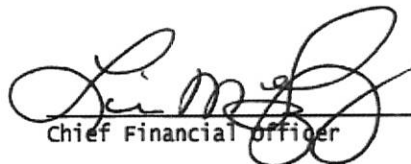
Contract Amount: 15,000.00
Resolution Date: 10/07/21
Resolution Number: 201-2021

Vendor: VCOMM V-COMM, LLC
Attn: Accounts Payable
5 Chestnut Street
Somers Point, NJ 08244

Contract: C2100033 Telecommunication Services
including Review of Wireless
Carrier Lease and Equipment

Account Number	Amount	Department Description
1-01-20-100-252	5,000.00	
Total	5,000.00	

Only amounts for the 2021 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.


Chief Financial Officer

**RESOLUTION #202-2021
AUTHORIZING REFUND OF REDEMPTION
MONIES TO OUTSIDE LIEN HOLDER**

WHEREAS, at the Margate City, County of Atlantic, State of New Jersey, Municipal Tax Sale held on December 11, 2020 a lien was sold on Block 130 Lot 218, also known as 14 S. Madison Avenue in Margate City for 2019 unpaid sewer; and

WHEREAS, this lien, known as Tax Sale Certificate #20-00005 was sold to U.S. Bank Cust. Pro Capital 8/Pro Capital MGT II for 0% redemption fee and a \$1,200.00 (Premium); and

WHEREAS, Certificate #20-00005 has been redeemed in the amount of \$1,968.89.

NOW, THEREFORE, BE IT RESOLVED, that the Chief Financial Officer be authorized to issue a check in the amount of \$1,968.89 payable to U.S. Bank Cust. Pro Capital 8/Pro Capital MGT II for redemption of Tax Sale Certificate #20-00005.

BE IT FURTHER RESOLVED that the Chief Financial Officer be authorized to issue a check in the amount of \$1,200.00 (Premium) to the aforementioned lienholder.

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

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

**RESOLUTION #203-2021
AUTHORIZING REFUND OF TAX OVERPAYMENT**

WHEREAS, it has been determined by the Margate City Tax Collector that Block 404.02 Lot 12, known as 223 N. Delavan Avenue, has a credit balance in the 4th Quarter 2021 (Nov. 1st) in the amount of \$322.01 as a result of an overpayment of taxes; and

WHEREAS, the title company, Trident Land Transfer Co, LLC, 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 \$322.01 to Trident Land Transfer Co, LLC.

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

**RESOLUTION #204-2021
APPROVAL OF MARGATE CITY PBA LOCAL 65 LABOR AGREEMENT
JANUARY 1, 2022 THROUGH DECEMBER 31, 2025**

WHEREAS, the City of Margate City, in the County of Atlantic, State of New Jersey has been in negotiation with the Margate City PBA for a new collective bargaining agreement for a contract term of January 1, 2022 through December 31, 2025; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, New Jersey that the Mayor is hereby authorized to execute and the City Clerk to attest to said Collective Bargaining Agreement between the City of Margate City and the Margate City PBA, covering the time period from January 1, 2022 through December 31, 2025.

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

1. Mathew Hankinson, Chief of Police
2. Lisa McLaughlin, Chief Financial Officer
3. Richard Deaney, Business Administrator
4. Amy MacLean, President of PBA Local 65

RESOLUTION #205-2021
APPROVAL OF MARGATE CITY FMBA LOCAL 41 LABOR AGREEMENT
JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

WHEREAS, the City of Margate City, in the County of Atlantic, State of New Jersey has been in negotiation with the Margate City MCFD for a new collective bargaining agreement for a contract term of January 1, 2022 through December 31, 2025; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, New Jersey that the Mayor is hereby authorized to execute and the City Clerk to attest to said Collective Bargaining Agreement between the City of Margate City and the Margate City Fire Department, covering the time period from January 1, 2022 through December 31, 2025.

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

1. Daniel Adams, Chief of Fire Department
2. Lisa McLaughlin, Chief Financial Officer
3. Richard Deaney, Business Administrator
4. Brian Duffey, President of MCFD Local 41

R E S O L U T I O N #206-2021
AUTHORIZING CHANGE ORDER #5 (DECREASE)
FY2018 & FY2019 STATE AID RECONSTRUCTION OF ATLANTIC AVENUE

WHEREAS, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey authorized Resolution #54-2020 on February 20, 2020 awarding a contract to Lafayette Utility Construction Co., Inc., 9 Atlantic Ave., Egg Harbor Twp. NJ 08234 as per their proposal for FY 2018-2019 State Aid Reconstruction of Atlantic Avenue Project, in an amount of \$1,628,550.48; and

WHEREAS, the Board of Commissioners approved Resolution #59-2021, on March 18, 2021, for Change Order #1 that related to additional work requested by the City and field conditions in the amount of \$22,700.00, resulting in a new contract total of \$1,651,250.48; and

WHEREAS, the Board of Commissioners approved Resolution #114-2021, on May 6, 2021, for Change Order #2 that related to partial utility as-built quantities in the amount of \$(25,493.38) and time extension, resulting in an amended contract amount of \$1,625,757.10, completion date of May 7, 2021; and

WHEREAS, the Board of Commissioners approved Resolution #148-2021, on July 1, 2021, regarding a decrease in Change Order #3 that related to partial utility as built quantities in the amount of \$178,328.19 resulting in a new contract total of \$1,447,428.91; and

WHEREAS, the Board of Commissioners approved Resolution #161-2021, on August 5, 2021, regarding an increase in Change Order #4 that relates to Police Traffic Control and Final Fuel Price Adjustment in the amount of \$69,344.11 resulting in a new contract total of \$1,516,773.02; and

WHEREAS, City Engineer, Ed Dennis, of Remington & Vernick Engineers has prepared a letter dated September 29, 2021 regarding Change Order #5 (Decrease) that relates to Final As Built in the amount of (\$825.00) resulting in a new contract total of \$1,515,948.02.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey does hereby approve Change Order #5 (Decrease) to the contract with Lafayette Utility Construction Co., Inc., 9 Atlantic Avenue, Egg Harbor Twp., NJ 08234 to the new contract amount \$1,515,948.02.

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

1. Lisa McLaughlin, Chief Financial Officer
2. Roger McLarnon, Purchasing Agent
3. Lafayette Utility Construction Co., Inc., 9 Atlantic Ave., Egg Harbor Twp. NJ 08234

RESOLUTION #207-2021

**AUTHORIZING AMENDING EMPLOYEE HANDBOOK/POLICIES & PROCEDURES
TO REVISE EXISTING POLICIES AND TO ADD ONE NEW POLICY**

WHEREAS, The City of Margate City, in the County of Atlantic, State of New Jersey has Policies and Procedures that are issued on Power DMS (Document Management System); and

WHEREAS, The Board of Commissioners has determined that there is a need to amend and revise a number of policies in accordance with the Atlantic County Municipal Joint Insurance Fund (ACMJIF) and the Municipal Excess Liability Joint Insurance Fund (MEL), 2020-2021 Plan of Risk Management; and

WHEREAS, the revised policies are as follows:

<u>Policy No.</u>	<u>Title</u>
120	Classification and Promotion Policy
202	Absenteeism and Tardiness Policy
204	Appearance Policy
305	Bereavement Policy
306	Jury Duty Leave Policy
311	Donated Leave Policy
401	Compensation and Payroll Policy
403	Medical Benefit Policy
403-A	HIPAA Compliance Policy

;and

WHEREAS, these personnel policies and procedures have been reviewed by Labor Attorney Vanessa James, Esquire, and Business Administrator Richard Deaney.

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 via Power DMS.

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 personnel policies and procedures are intended to provide guidelines covering public service by City 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 2: Workplace Policies

POLICY NO.: 120

OF PAGES: 2

SUBJECT: CLASSIFICATION AND PROMOTION POLICY

EFFECTIVE DATE: October 7, 2021

REVIEW DATE: October 7, 2021

REPLACES POLICY DATED: NEW

City employees fall within the jurisdiction of the New Jersey Civil Service Commission ("CSC") which regulates employment within State, County and Municipal governments through a merit system and, as such, are subject to the rules and regulations of the CSC.

Classification

City employees fall within either "classified" or "unclassified" service.

"Classified" employees may be either full-time or part-time; temporary, provisional or permanent. The classified service is divided into competitive and non-competitive. The competitive division includes all positions which require special skills. Those in the competitive division are subject to examinations given under the auspices of the CSC.

"Unclassified" employees are those elected by popular vote, appointees of the governing body, Department Heads and/or employees for whom the statutes of the State of New Jersey prescribe fixed terms. These employees are not technically subject to the provisions of the CSC. However, the City's policy is to grant unclassified essentially the same benefits and procedural rights as their counterparts in the classified service. For any questions as to which benefits apply to unclassified employees, the Personnel Officer (who is also the Business Administrator) should be contacted at 609-822-0432.

Promotional Examinations

Pursuant to N.J.A.C. 4A:1-1 et seq., CSC examination may be written, oral or an evaluation based on education, training and experience. CSC examinations may be either open competitive or promotional, depending upon the circumstances involved. In either case, a certified list will result. To be eligible for an open competitive examination, you must meet the qualifications established by the CSC at the time of filing for the examination. Preference in open competitive certification and appointment is given to those who successfully pass examinations in the following order: (1) disabled veteran, (2) veteran, and (3) non-veteran.

Promotional examinations are competitive and only open to qualified employees within the department where the promotional opportunity exists. To compete in a promotional examination and to be eligible for promotion, you must have permanent employment status and meet the specific qualifications established by the CSC, as described in the individual Promotional Announcement.

Probationary Period

Employees in all divisions of the classified service must serve a working test period after regular appointment as delineated by the CSC. This probationary period enables the Department Head to evaluate the new employee's conduct and work performance before permanent status is achieved.

To be consistent with the performance review/evaluation system for all City employees, the Department Head will consider, among other performance factors:

- Initiative, dependability and effort
- Knowledge of work
- Quantity and quality of work
- Attitude and willingness
- Any discipline required during the working test period
- Attendance and tardiness

A copy of the employee's performance evaluation must be attached to the completed Civil Service Form DPF-29A Revised 10-05-2009, "Report on Progress of Probationer," which must be completed prior to the probationer being recommended for a permanent appointment.

CITY OF MARGATE

Employee Handbook/Policy and Procedure Manual

SECTION 2: Workplace Policies

POLICY NO.: 202

OF PAGES: 1

SUBJECT: ABSENTEEISM AND TARDINESS POLICY

EFFECTIVE DATE: October 7, 2021

REVIEW DATE: October 7, 2021

REPLACES POLICY DATED: 2018

Regular attendance at work, reporting on time, and completing the required hours of work are necessary for each employee so that the City may meet its commitments to its residents. Employee absences place an additional burden on the remaining work force and seriously affect the City's ability to service its residents.

All employees are expected to come to work regularly and on time and to promptly notify their immediate Supervisor or other Management designee by personal phone conversation when they are unable to do so. Unless prevented by specific extenuating circumstances, the employee must provide notification at least one (1) hour* prior to the beginning of work for his or her position. In 24-hour shift operations, notice must be given a minimum of one (1) hour* before the employee's starting time, unless extenuating circumstances prevent such notification.

Attendance and punctuality will be considered, among other factors, in the employee's performance review. If an employee needs to leave work early, the employee must receive permission from his or her Supervisor to leave prior to the regularly scheduled departure time. An employee who is absent from duty for five (5) or more consecutive working days without approval or notification, or fails to return to work for five (5) or more consecutive working days following an approved leave of absence shall be deemed to have abandoned and voluntarily resigned from their employment.

To minimize the negative impact on both employees and residents, the City will regularly review employee time records to identify chronic absenteeism and/or tardiness problems. Employees who exhibit attendance and/or tardiness problems will be subject to established progressive disciplinary procedures.

*Department Heads and/or union contracts may have other time standards for calling out.

CITY OF MARGATE

Employee Handbook/Policy and Procedure Manual

SECTION 2: Workplace Policies

POLICY NO.: 204

OF PAGES: 2

SUBJECT: APPEARANCE POLICY

EFFECTIVE DATE: October 7, 2021

REVIEW DATE: October 7, 2021

REPLACES POLICY DATED: 2019

The City of Margate uses a business-casual dress code standard in the workplace. The City has work sites that include offices, outdoor physical labor settings, recreation settings, beaches, and Police and Fire Departments where uniforms are required and provided. Any employee provided with work clothing or uniforms must ensure it is clean and free of rips or holes. It is important to remember that, when you are wearing a Margate City uniform or clothing, or you are working in a municipal capacity, you are the "face" of City government and you represent the City.

The City strives for professional and businesslike environment for our employees with residents, visitors, members of the public, business partners, vendors and suppliers. To that end, the City offers the following guidelines:

Each employee is expected to dress appropriately for the job. The following factors are relevant to determining appropriate dress:

- Nature of work
- Safety, including necessary precautions when working with or near machinery
- Nature of employee contact with the public and the normal expectations of outside parties toward employees
- Practices of others in similar jobs
- Consideration of the image the City wishes to project

This policy incorporates by reference all references to uniform and dress contained in all collective bargaining agreements in force between the City and its employees. Failure to abide by the terms of such agreements shall be deemed improper conduct.

Additionally, some departments may have more detailed and restrictive rules governing appearance. Employees are required to abide by applicable department rules.

Accommodations

Requests for religious or disability accommodations are to be made to the Business Administrator. With the advance approval of the Business Administrator, the City will make reasonable religious or disability accommodations that do not violate safety standards.

Employees violating this policy shall be required to take corrective action or will be sent home without pay to change. Repeated violations may be subject to more progressive discipline.

CITY OF MARGATE

Employee Handbook/Policy and Procedure Manual

SECTION 3: Paid and Unpaid Time Off Policies

POLICY NO.: 305

OF PAGES: 1

SUBJECT: BEREAVEMENT LEAVE POLICY

EFFECTIVE DATE: October 7, 2021

REVIEW DATE: October 7, 2021

REPLACES POLICY DATED: 2018

Full-time employees shall be granted up to four (4) working days of bereavement leave with pay for a death in their immediate family or in the immediate family of the employee's spouse. "Immediate family" means spouse, child, legal ward, grandchild, foster child, father, mother legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, aunt, uncle, son-in-law, daughter-in-law, or any relative residing in the employee's household.

Employees shall be granted one (1) working day of bereavement leave with pay upon the death of an employee's spouse's aunt, uncle or grandparent. In no event shall any part of bereavement leave occur more than 15 days from the date of death, except that employees shall be granted one (1) working day to attend a memorial service even if it occurs beyond 15 days from the date of death.

The City may require that the employee produce reasonable proof of death and relationship. Bereavement leave shall not be charged to sick or vacation leave, and such leave is not cumulative.

Procedure

To use bereavement leave:

1. Employees who request bereavement leave must notify their Department Head of their intent to take such leave as soon as possible. Unless impractical, employees should request bereavement leave in writing. Employee's Supervisor or Department Head or Designee will respond to the employee timely.
2. The Department Head or Designee shall note the bereavement leave on the biweekly timesheet.
3. Employees who request an extension of bereavement leave beyond the established number of days shall have such extensions charged to accumulated unused vacation or sick leave.

Bereavement leave may be extended beyond the four (4) working-day period at the sole discretion of the Business Administrator.

The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

This policy covers non-union employees. It also covers union employees to the extent that their collective bargaining agreements do not cover this.

CITY OF MARGATE

Employee Handbook/Policy and Procedure Manual

SECTION 3: Paid and Unpaid Time Off Policies

POLICY NO.: 306

OF PAGES: 1

SUBJECT: JURY DUTY LEAVE POLICY

EFFECTIVE DATE: October 7, 2021

REVIEW DATE: October 7, 2021

REPLACES POLICY DATED: 2018

In the event an employee is called for jury duty, the employee shall be entitled to a temporary leave with pay for the duration of such service provided that:

- The employee submits a written request with a copy of the summons to his or her Department Head within three (3) days after receipt of the summons;
- The employee makes a reasonable attempt to ascertain the anticipated length of service from the court and informs his or her Department Head of the expected duration in advance of accepting service or the court's response otherwise;
- The employee notifies his or her Department Head as soon as possible if the length of jury duty has been extended beyond the original anticipated return date;
- The employee communicates with their Department Head to determine when they will report to work at such time as his or her presence as a juror is not required;
- The employee provides his or her Department Head with an appropriate certification or order from the assignment judge, clerk of the court, or such other officer as shall be appropriate, setting forth the period of such jury service, to be attached to the bi-weekly timesheet; and
- The employee reimburses the City for any payments or fees received as a result of such jury service less any meal or travel expenses.

The City will reassign shift workers to the day shift during jury duty leave.

Witness Duty Leave of Absence

The City is aware that employees may be subpoenaed to appear as witnesses in trials before the court. The City will provide employees with a paid leave of absence for matters stemming from their employment. For personal matters, employees must use available personal days or vacation days.

CITY OF MARGATE
Employee Handbook/Policy and Procedure Manual

SECTION 3: Policies Relating to Paid and Unpaid Time Off

POLICY NO.: 311

OF PAGES: 4

SUBJECT: DONATED LEAVE POLICY

EFFECTIVE DATE: October 7, 2021

REVIEW DATE: October 7, 2021

REPLACES POLICY DATED: 2018

The City will permit employees to voluntarily donate accrued benefit time, including sick and/or vacation days, to a fellow City employee who has exhausted their own earned leave as a result of a catastrophic health condition or injury suffered by themselves or an immediate family member which is expected to require a prolonged absence from work. The Donated Leave Program will be administered in such a manner as to ensure the goals of the program are met without interfering with any employee's rights to privacy as otherwise protected by Federal or State law, rules or regulations.

Eligibility

A permanent full-time employee shall be eligible to receive donated sick or vacation leave if the employee:

1. Has completed at least one (1) year of continuous City service;
2. Has exhausted all accrued sick, vacation, personal, compensatory and administrative leave, as well as all sick leave injury benefits (if any);
3. Has not, in the two (2) year period immediately preceding the employee's need for donated leave, been disciplined in writing for chronic or excessive absenteeism, chronic lateness or abuse of leave; and
4. Either:
 - a. Suffers from a catastrophic health condition or injury;
 - b. Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or
 - c. Requires absence from work due to the donation of an organ (which shall include, e.g. the donation of bone marrow).

Definitions:

"Catastrophic Health Condition or Injury" shall mean:

- With respect to an employee, a “catastrophic health condition or injury” is: a life-threatening condition or combination of conditions; or a period of disability required by his/her mental or physical health, or the health of the employee’s fetus and requiring the care of a physician who provides a medical verification of the need for the employee’s absence from work for 60 or more work days.
- With respect to an employee’s immediate family member, a “catastrophic health condition or injury” is a life-threatening condition or combination of conditions; or a period of disability required by his/her mental or physical health and requiring the care of a physician who provides a medical verification of the need for the family member’s care by the employee for 60 or more work days.

“Immediate Family Member” shall mean: father, mother, father-in-law, mother-in-law, spouse, domestic partner, child, son-in-law, daughter-in-law, grandparent, grandchild, brother or sister. Any interpretation of this definition shall be made in the sole discretion of the Business Administrator.

“Leave Recipient” shall mean an employee who is desirous of accepting leave time accrued and donated by fellow employees.

“Leave Donor” shall mean an employee who is desirous of providing, without compensation, accrued sick, vacation, or personal days to a fellow employee dealing with a Catastrophic Health Condition or Injury.

Procedure:

1. Written Request – An employee may submit a request, in writing, to their Department Head or the Business Administrator to participate in the Donated Leave Program either as a Leave Recipient or a Leave Donor. A Supervisor may submit a request to receive time on behalf of an employee unable to make the request.
2. Medical verification – The employee requesting the employee’s acceptance as a Leave Recipient shall submit to the Business Administrator or the HR Assistant Kelle Amodeo medical verification, signed by a physician licensed by the State of New Jersey, concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be. The medical verification required for the recipient of donated leave shall include the nature and anticipated duration of the catastrophic health condition or injury, or the donation of an organ. The same medical documentation set forth above will be required whether applying for donated leave to care for one’s self or immediate family member.
3. Notice – Upon approval by the Business Administrator, the Department Head or Supervisor shall, with the Leave Recipient’s consent, post or circulate the employee’s name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time. If the employee is unable to consent to this posting or circulation, the employee’s family may consent on his or her behalf.

Participation Requirements:

1. Leave Recipient must receive at least five (5) sick days or vacation days, or a combination thereof, from one (1) or more leave donors in order to participate in the donated leave program.

2. Leave Recipient may not collect temporary disability insurance (TDI) or Worker's Compensation benefits while utilizing time donated.
3. Leave Recipient is limited to a lifetime maximum of 260 donated sick days and/or vacation days, and shall not receive any such days on a retroactive basis.
4. Leave Donors shall have remaining at least 20 days of accrued sick leave, if donating sick leave, and at least 12 days of accrued vacation leave, if donating vacation leave.
5. Leave Donors shall donate only whole sick days and/or whole vacation days and may not donate more than 30 such days to any one recipient.
6. Leave Donor shall not revoke the leave donation.
7. If a Leave Donor is not in the same department as the leave recipient, appropriate arrangements shall be made between the affected Department Heads to verify donor eligibility and adjust leave records.
8. While using donated leave time, the Leave Recipient shall accrue sick leave and vacation leave under the normal City policies and shall be entitled to retain such leave upon his/her return to work.
9. Upon a Leave Recipient's return-to-work or separation from employment for any reason, any unused donated leave shall be returned to the Leave Donors on a prorated basis upon the Leave Recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.
10. Upon retirement, the Leave Recipient shall not be granted supplemental compensation on retirement for any unused sick days which he/she had received through the leave donation program.
11. An employee shall be prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving the voluntary donation, receipt or use of donated leave time. Such prohibited acts shall include, but are not be limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in an act of retaliation against an employee.
12. Upon receipt of a request to donate time, the HR Assistant will verify that the Leave Donor is eligible to donate time, and said department will deduct appropriate time from the Leave Donor.
13. Leave Recipients may use donated leave in one-half day or whole day increments. Recipients may return to work on a part-time, or intermittent basis, and remain eligible for the program as long as they do not exceed 260 days in a lifetime.
14. An incident is considered closed when the recipient is medically cleared to return to work without restrictions.
15. If the recipient returns to work, or otherwise terminates employment, the remaining balance of unused donated leave must be equally returned to all donors in whole day increments only. Partial day increments will neither be restored to the donor nor remain credited to the recipient.

16. An illness or injury of an immediate family member requiring an employee's absence from work to provide care must meet the same criteria applicable to an employee's own medical necessity.

The Appointing Authority is establishing this donated leave program, consistent with the provisions of NJAC 4A:6-1.22 (a) through (f), with approval of the Chairperson (or designee) of the NJ Civil Service Commission.

The Appointing Authority is appointing the Personnel Director (who is also the Business Administrator) or his Designee to administer this donated leave program and to retain all records concerning implementation of this approved donated leave program subject to an audit by a representative of the Civil Service Commission.

The Appointing Authority may suspend or terminate this donated leave program at any time upon 30 days' written notice of such suspension or termination to the Civil Service Chairperson (or Designee), all affected employees and labor negotiations representatives.

CITY OF MARGATE

Employee Handbook/Policy and Procedure Manual

SECTION 4: Compensation & Employee Benefits Policies

POLICY NO.: 401

OF PAGES: 2

SUBJECT: COMPENSATION AND PAYROLL POLICY

EFFECTIVE DATE: October 7, 2021

REVIEW DATE: October 7, 2021

REPLACES POLICY DATED: 2018

The City will pay employees in accordance with the provisions of applicable collective bargaining agreements, ordinances, and in compliance with the Fair Labor Standards Act (FLSA) and the New Jersey Wage and Hour Law.

Salary ranges are established by ordinance, and the salary must fall within the minimum and maximum ranges for the employee's title. All employees are paid every two (2) weeks.

Direct Deposit

All City employees are required to have their checks deposited directly in the bank of their choice at no cost to the employee. Employees must provide accurate bank account information and must notify the Payroll Administrator as soon as possible of any changes.

Deductions for Federal and State taxes and Social Security will be withheld from payroll checks as required by law. In addition, required deductions for health insurance and pension programs will be withheld where applicable. Employees are urged to review these deductions each month to make certain they are accurate. Any discrepancies or questions regarding payroll deductions should be addressed to the Payroll Administrator.

Use of Time Sheets

City employees who do not use a time clock must complete a bi-weekly time sheet reporting actual hours worked, leave time, holiday pay, and other similar occurrences.

A. Accuracy of Time Sheets

Time worked, leave time, etc., should be recorded on a daily basis and properly reflected on the time sheet. The employee should carefully review all entries made before submitting it to the Supervisor for approval. Supervisors should carefully review all entries, ascertaining that they represent an actual statement of hours worked, prior to affixing their signature.

B. Collection of Time Sheets

Following approval of the time sheet by the Supervisor, the employee should then route this record to the Payroll Administrator where overtime and other required processing will be accomplished. Time sheets are due in Payroll by the end of the day on the Monday following the end of the pay cycle.

C. Falsification of Time Records

Employees who intentionally falsify official time records may be subject to disciplinary action to include suspension or termination.

D. Final Checks

Employees terminating their employment with the institution will receive their final check on their regular pay day. Employees will be paid for all hours worked and any eligible unused vacation and sick leave. Normal withholdings will be made from the final check.

An employee is not entitled to a retroactive pay increase if the employee separates employment, voluntarily or involuntarily, from the City's employ prior to the retroactive payment, unless otherwise stated in the applicable collective bargaining agreement.

The City will not accept responsibility for any employee's personal finances. The City will acknowledge judgments against an employee's pay but will not act as a mediator between the employee and creditors.

This policy covers non-union employees. It also covers union employees to the extent that their collective bargaining agreements do not cover this.

CITY OF MARGATE

Employee Handbook/Policy and Procedure Manual

SECTION 4: Compensation & Employee Benefits Policies

POLICY NO.: 403

OF PAGES: 5

SUBJECT: MEDICAL BENEFITS POLICY

EFFECTIVE DATE: October 21, 2021

REVIEW DATE: October 21, 2021

REPLACES POLICY DATED: 2018

PLEASE NOTE: FULL DETAILS OF EMPLOYEES' HEALTH, MEDICAL AND HOSPITALIZATION PLANS CAN BE FOUND IN THE OFFICIAL INSURANCE PLAN DOCUMENTS. IF THERE IS ANY CONFLICT OR INCONSISTENCY BETWEEN THE INFORMATION IN THIS POLICY AND THE OFFICIAL DOCUMENTS, THE OFFICIAL DOCUMENTS WILL GOVERN. THE CITY RESERVES THE RIGHT TO MODIFY, REVOKE, SUSPEND, TERMINATE OR CHANGE ANY OR ALL SUCH PLANS, IN WHOLE OR IN PART, AT ANY TIME WITH OR WITHOUT NOTICE IN ACCORDANCE WITH APPLICABLE LAW. THE CITY ALSO RESERVES THE RIGHT TO CHANGE INSURANCE CARRIERS IN ACCORDANCE WITH APPLICABLE LAW.

At this time, the City's health insurance plan is the **NJ State Health Benefits Program (SHBP)**. The complete benefit plan is on file in the City Clerk's office, and a Summary Plan Description will be provided to employees upon request; it is also available on the NJ Division of Pension and Benefits (State Health Benefit Plan) website: <https://www.state.nj.us/treasury/pensions/>. Benefit levels for non-union employees are subject to change at the discretion of the City.

Part-time and full-time temporary or seasonal employees are not entitled to medical insurance benefits. Failure to complete all necessary paperwork in accordance with the timeframes advised by the City will result in a delay of coverage. Additionally, failure to enroll dependents or to make other changes or corrections in coverage may jeopardize available benefits. All employees must notify the Chief Financial Officer Lisa McLaughlin of any change in status (i.e. marriage, divorce, birth adoption, death) within the timeframe designed by the health benefit plan that would affect any employer-provided health insurance. The City reserves the right to conduct a coverage audit to verify proper coverage for employees and eligible dependents. The Chief Financial Officer Lisa McLaughlin can be reached at 609-822-4088 or at: lmclaughlin@margate-nj.com.

Dependent Defined

The City defines "dependents" as used in this policy as it is defined under the State Health Benefits Program. Dependents means an employee's spouse and the employee's unmarried children under the age of 26 years who live with the employee in a regular parent-child relationship.

"Children" includes stepchildren, legally adopted children and foster children provided that they are reported for coverage and are wholly dependent upon the employee for support and maintenance. See N.J.S.A. subsection 52:14-17.26. A spouse or child enlisting or inducted into military service shall not be considered a dependent during the military service.

Medical/Hospitalization Coverage

The City provides major medical and hospitalization insurance for the employee and the employee's eligible dependents.

Full-time employees working an average of 28 hours per week or more and their eligible dependents become eligible to participate in the City's major medical and hospitalization insurance plans in accordance with current health plan documents.

Payments of such premiums by the City will terminate upon the employee's separation from service. Upon separation, the employee may, if eligible, purchase continuation health benefit coverage to the extent, and for the period, provided by federal law. (Please read the last paragraph entitled "Continuation Coverage."

Prescription Drug Coverage

The City provides prescription drug insurance for the employee and the employee's eligible dependents. Employees will be responsible to pay a co-pay on prescriptions. Full-time employees and their eligible dependents become eligible to participate in the City's prescription insurance plan in accordance with current plan documents.

Payments of such premiums by the City will terminate upon the employee's separation from service. Upon separation the employee may, if eligible, purchase continuation health benefit coverage to the extent, and for the period, provided by federal law.

Dental Coverage

Full-time employees and their eligible dependents become eligible to participate in the City's dental plan in accordance with current plan documents. All full-time employees and their eligible dependents shall be eligible for enrollment in the City's dental plan in accordance with the specific requirements of the insurance plan carried by the City.

Payments of such premiums by the City will terminate upon the employee's separation from service. Upon separation the employee, if eligible, may purchase continuation health benefit coverage to the extent, and for the period, provided by federal law.

Continuation Coverage

An employee and his/her family who are covered by the City's group health care package shall have the right to temporarily continue their coverage due under the plan, paying the group rate themselves, should they lose coverage due to the death of the enrolled employee or for termination for reasons other than gross misconduct on the employee's part, pursuant to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA). All newly-hired employees and their spouses shall receive a notice of COBRA rights. For additional information contact the Chief Financial Officer Lisa McLaughlin.

Employer's Responsibilities under Leaves of Absence (including Military Leaves of Absence)

The City has a responsibility to:

- Advise employees of the status of their health benefits if they take a leave of absence.

- Let employees know that they may reduce coverage level (for financial reasons) while on leave and increase it again when they return.
- Provide employees and/or dependents with a specific COBRA Notice when a COBRA Event occurs.
- Maintain records that demonstrate the City's compliance with the COBRA law.
- Advise employees of the status of their health benefits when they return from a leave of absence.
- Provide Open Enrollment information to employees on a leave of absence.

Leave of Absence without Pay for Illness

An employee can continue health coverage while on an approved Leave of Absence without pay for illness. The City will provide for payment of the first three (3) months of approved sick leave with the employee being able to extend coverage by prepayment for an additional nine (9) months on a monthly basis, one month in advance. The City may not discriminate against any eligible employee or groups of employees.

Leave of Absence without Pay for Reasons Other Than Illness

An employee who is permitted to take an approved leave of absence for reasons other than illness, family leave or furlough, may continue health coverage under the SHBP for up to nine (9) months or 20 biweekly pay periods. The full cost of the coverage must be paid to the City monthly, one month in advance. If the employee remains on leave beyond the time for which coverage has been purchased, then the Active Group coverage will terminate. The coverage may be extended under COBRA for a period not to exceed the 18 months, including the total leave time. However, leave that qualifies under the Federal or State Family Leave Act is not deducted from the total COBRA eligibility period.

Family Leave

An employee who is taking family leave is entitled under the State Family Leave Act (NJFLA) to continue 12 weeks of health care coverage in any 24-month period at the expense of his or her employer while on family leave. This includes all health care benefits, including Prescription Drug, Dental and Vision Care benefits if the City provides them. State Family Leave is defined as leave from employment to provide care for the birth or adoption of a child, or the serious illness of a child, parent, or spouse.

The Federal Family and Medical Leave Act (FMLA) has benefits similar to the State Family Leave Act with the exception that the federal act also requires that leaves of up to 12 weeks in any 12-month period be permitted for the employee's own serious illness.

Leave usually counts concurrently towards both state and federal entitlements, except in the instance where an employee could be eligible for up to 24 weeks of leave in one year under certain circumstances. For example, an employee could request a leave for maternity and then child care leave. The leave for maternity, which qualifies as personal illness, counts towards the FMLA. The employee would still be entitled to an additional 12 weeks under the NJFLA to care for the newborn child.

To be eligible for any type of family leave, an employee must be employed for at least 12 months. Family leave can be taken on a continuous or intermittent basis or by way of a reduced leave schedule under the conditions of the law.

In cases where the employee has a deduction, the City must make arrangements with the employee on family leave to receive direct payment for the required employee contribution. If the Division of Pensions and Benefits does not receive full payment from the City, then the employee's benefit coverage will be terminated under the termination provisions of the SHBP.

The time an employee spends on federal or state family leave will not count as part of the COBRA eligibility period, should an employee receive approval from the City to extend the leave.

Furlough

If an employee takes an approved furlough, the SHBP coverage will continue at the City's expense. The employee must remit monthly, one month in advance, the employee portion of premiums normally paid.

Workers' Compensation

An employee who has a Workers' Compensation award pending or has received an award of periodic benefits may have coverage continue and may continue the coverage of dependents. The employee must pay the City monthly, one month in advance, that portion of the premiums that would normally be paid.

Suspension

An employee who is suspended from employment for 30 days or more is not eligible for benefits. If coverage is terminated as a result of suspension, the employee's only options for continuing group coverage are through COBRA or conversion to an individual, direct-payment coverage from his or her SHBP health plan carrier. See the Summary Plan Description for a more extended discussion. If the City knows that the suspension is going to affect the employee's health benefits, the exact effect on the health benefits should be noted on the Preliminary Notice of Disciplinary Action, Form DPF 31 A.

If the suspension is for "gross misconduct," the employee will not be eligible for coverage through COBRA. Since the Federal COBRA law does not precisely define "gross misconduct," the City will seek legal counsel before denying continuation of benefits through COBRA. If the City knows that the suspension is going to affect the employee's health benefits, the exact effect on the health benefits should be noted on the Preliminary Notice of Disciplinary Action, Form DPF 31 A.

PLEASE NOTE: Benefits may be terminated because of the employee's failure to make the required payments during any leave of absence and/or suspension scenario.

Employer's Responsibility for an Employee Who Returns from a Leave of Absence

The City must advise an employee, upon returning from an approved leave of absence, as to the status of the health benefit coverage for the employee and eligible dependents.

- If coverage lapsed during the leave of absence, the employee must complete a health benefits application to reinstate health benefit coverage (including prescription and dental coverage, if applicable). The City must certify the date the employee returned to work on the *NJ State Health Benefits Program Application for Local Employees*.
- Coverage becomes effective on the date the employee returns to work.
- If an employee reduced coverage levels while on an approved leave, the employee may return to the former level of coverage upon returning to work.

- If an employee is on leave during an Open Enrollment period, the employee may elect to make coverage changes upon returning to work. The City must advise the employee that he or she must complete and submit an application within 60 days of returning to work; the effective date of these changes will be the date the employee returned to work.
- If an employee's coverage was terminated during a leave, or the employee purchased COBRA coverage while on leave, the employee must file a new *NJ State Health Benefits Program Application for Local Employees* within 60 days of the first day the employee returns to work.

Return from Military Leave

Upon returning from a military leave without pay, the employee may enroll and receive appropriate coverage by completing and forwarding a *NJ State Health Benefits Program Application for Local Employees* within 60 days after the date of return to active, full-time employment. Any eligible dependents may, of course, be included.

If an employee applies for coverage immediately upon returning from the military leave of absence, the coverage is effective on the first day of the month of return. No benefits are available prior to the actual date of return to active employment.

In the event that a dependent of an employee is discharged from military service, the employee may enroll such dependent for appropriate coverage within 60 days of discharge. Coverage will be effective on the date of return to dependency upon the employee.

Suspension

When an employee returns from a suspension which was long enough to terminate coverage, the effective date for reinstatement would be the same as if the member returned from a leave of absence. If a court order or administrative ruling canceled the suspension and required the retroactive reinstatement of the employee's benefits, coverage will be reinstated retroactively, provided that a copy of the court order or ruling is submitted with the *NJ State Health Benefits Program Application for Local Employees*. If the employee pays for any portion of health benefits coverage, then the employee must pay the back payments to the City.

This policy covers non-union employees. It also covers union employees to the extent that their collective bargaining agreements do not cover this.

CITY OF MARGATE

Employee Handbook/Policy and Procedure Manual

SECTION 2: Compensation and Employee Benefits Policies

POLICY NO.: 403-A

OF PAGES: 1

SUBJECT: HIPAA Compliance POLICY

EFFECTIVE DATE: October 7, 2021

REVIEW DATE: October 7, 2021

REPLACES POLICY DATED: NEW

The City is committed to upholding both the letter and the spirit of the Health Insurance Portability and Accountability Act ("HIPAA") regarding the use, maintenance, transfer, and disposition of personal health care information. To the extent that the City maintains such information about its employees and others, its elected officials and employees are committed to protecting the privacy and confidentiality of that information.

RESOLUTION #208-2021**AUTHORIZING THE DISPOSITION OF MUNICIPAL PROPERTY
AND EQUIPMENT NO LONGER SUITABLE OR NEEDED FOR PUBLIC USE**

WHEREAS, N.J.S.A.40A:11-36 authorizes a municipality to sell or dispose of certain personal property or equipment which is not needed for public use; and

WHEREAS, the City of Margate City, in the County of Atlantic, State of New Jersey is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Board of Commissioners of the City of Margate City has determined that the following equipment was no longer safe for use and was advised to properly dispose of it as trash:

Playground Equipment- Margate City Municipal Building (Union Avenue)

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City that the above listed Fixed Assets be removed from the City of Margate City's Fixed Asset Registry.

RESOLUTION #209-2021**RESOLUTION CONFIRMING ACCEPTANCE OF
WORK AS COMPLETE
MUNICIPAL BUILDING ROOF MAINTENANCE PROJECT**

WHEREAS, the Commissioners of the City of Margate City, in the County of Atlantic and State of New Jersey previously adopted Resolution #224-2020 on November 19, 2020 which authorized the award of a contract to Weatherproofing Technologies Inc., a participating member of the Educational Services Cooperative Pricing System #65MCESCCPS, as per their bid proposal in Municipal Building Roof Maintenance Project for Margate City Municipal Building in the amount of \$727,825.01; and

WHEREAS, the City Purchasing Agent, Roger McLarnon has advised in a letter dated September 21, 2021 that the work is completed; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey that it does hereby confirm and

otherwise accept as complete the Municipal Building Roof Maintenance Project in the final contract amount of \$702,573.99.

BE IT FUTHER RESOLVED that the contractor, Weatherproofing Technologies Inc. is now hereby authorized to submit a warrantee in said amount of \$702,573.99 which represents 28,900 square feet of AlphaGuard PUMA; said warrantee to be in effect for a period of twenty (20) years from the date of acceptance hereby established as of May 25, 2021.

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

1. Lisa McLaughlin, Chief Financial Officer
2. Roger McLarnon, Purchasing Agent
3. Weatherproofing Technologies Inc.

**R E S O L U T I O N #210-2021
AUTHORIZING CHANGE ORDER #1 (INCREASE)
FIRE STATION #2 ADDITION**

WHEREAS, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey authorized Resolution #76-2021 on April 1, 2021 awarding a contract to Aliano Brothers General Contractors, Inc., 2560 Industrial Way, Vineland, NJ 08360 as per their proposal for Fire Station #2 Addition, in an amount of \$604,840.00; and

WHEREAS, City Engineer, Ed Dennis, has prepared a letter dated October 5, 2021 regarding an increase in Change Order #1 that relates to upsized and additional gas piping, extra for discontinued split system, additional lighting, data, receptacles and CATV the amount of \$20,203.00 resulting in a new contract total of \$625,043.00; and

WHEREAS, the Chief Financial Officer has certified to the Margate City Board of Commissioners that there are sufficient funds in the amount of \$20,203.00 available under Ord 02-2020 account: C-04-55-985-902 account for 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 Aliano Brothers General Contractors, Inc., 2560 Industrial Way, Vineland, NJ 08360 to the new contract amount \$625,043.00.

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. Aliano Brothers General Contractors, Inc., 2560 Industrial Way, Vineland, NJ 08360

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: 625,043.00
 Resolution Date: 10/07/21
 Resolution Number: 210-2021

Vendor: ALIANO Aliano Brothers General
 Contractors, Inc.
 2560 Industrial Way, Suite A
 Vineland, NJ 08360

Contract: U1600000 Fire Station #2 Addition

Account Number	Amount	Department Description
C-04-55-985-902	20,203.00	Ordinance 02-2020
Total	20,203.00	

Only amounts for the 2021 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

**RESOLUTION #211-2021
 AUTHORIZING REFUND OF REDEMPTION
 MONIES TO OUTSIDE LIEN HOLDER**

WHEREAS, at the City of Margate City, County of Atlantic, State of New Jersey, Municipal Tax Sale held on December 11, 2020, a lien was sold on Block 212.02 Lot 21, also known as 21 N. Kenyon Avenue in Margate City, for 2019 unpaid property tax; and

WHEREAS, this lien, known as Tax Sale Certificate #20-00006 was sold to Garden State Investment for 0% redemption fee and a \$22,000.00 (Premium); and

WHEREAS, Certificate #20-00006 has been redeemed in the amount of \$15,564.75.

NOW, THEREFORE, BE IT RESOLVED, that the Chief Financial Officer be authorized to issue a check in the amount of \$15,564.75 payable to Garden State Investment for redemption of Tax Sale Certificate #20-00006.

BE IT FURTHER RESOLVED that the Chief Financial Officer be authorized to issue a check in the amount of \$22,000.00 (Premium) to the aforementioned lienholder.

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

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

Executive Session-none

Update:

Commissioner Amodeo: Gives an updated on the Lucy the Elephant renovations. Gift shop open but tours are suspended till May 2022.

Commissioner Blumberg: Nothing to add.

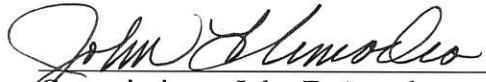
Adjournment:

There being no further business, Mayor Becker called for a motion to adjourn the meeting. Whereupon, the motion was made by Commissioner Blumberg and seconded by Commissioner Amodeo to adjourn the meeting. A unanimous voice vote was taken adjourning the meeting at 4:22 p.m.

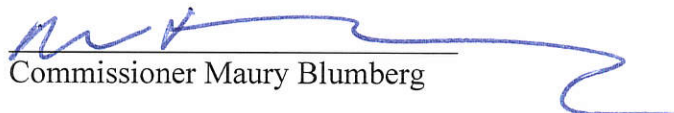
Board of Commissioners of the City of Margate City, New Jersey



Mayor, Michael Becker



Commissioner John F. Amodeo



Commissioner Maury Blumberg

Attest:  _____ Johanna Casey, Municipal Clerk