

**REGULAR MEETING MINUTES
CITY COMMISSION-MARGATE CITY**

OCTOBER 6, 2022

MARGATE CITY, NEW JERSEY

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.

The Regular Meeting of the Board of Commissioners was held on the above date at 4:00 p.m. in person at Margate Historic 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, Commissioner Amodeo and Commissioner Maury Blumberg were present. Johanna Casey, Captain Kashon, Chief Adams, Roger McLarnon, Frank Ricciotti, Ed Dennis, Rich Deaney, and Scott Abbott, Esquire were also present.

Approval of Minutes:

The minutes from the September 15, 2022 Workshop/Capital Meeting and Regular Meeting were approved as read on motion by Commissioner Blumberg, seconded by Commissioner Amodeo, with a vote of three ayes.

Public Comment:

Jeff Hurvitz, 9300 Atlantic Ave.: Speaks on issues with municipal trucks entering the beach at Washington Avenue and youth hanging out at the beach street end at night. States the street lights around his home have not been working.

Captain Kashon: Speaks on police responses to issues with youth this past season.

Commissioner Amodeo: Will look into the issue with the street lights. Responds; the DEP created the crossover for the dunes at Washington Avenue and the Lucy renovation will no longer allow beach maintenance vehicles at Decatur Avenue.

Frank Ricciotti: There are other vehicle beach access points for municipal trucks to use.

Chief Adams: Speaks on safety concerns with using beach access ramps.

Bill Webber, Ivory Beach Condo: Speaks on issues this past summer and safety concerns with youth hanging around the condominium. Speaks not wanting municipal vehicle accessing the beach by his unit.

Kathy Heitzman, 22 S. Adams Ave.: Speaks on concerns over cars speeding along Winchester Avenue.

Captain Kashon: Will do a speed analysis in the area of Winchester Avenue and reminds residents to call 911 when there are issues with youth.

Chief Adams: National Fire Prevention Week is October 9-15, 2022.

Sal Calabrese, 9220 Atlantic Ave.: Speaks on the incidents involving youth increasing, and concern with property damage worsening or someone getting injured.

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 (Resolutions and Ordinance Adoption Only):

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

Proclamation:

Mayor Becker: Announces that the city has a proclamation entitled “Knock Out Opioid Abuse Day”.

Ordinances: Introduction

Johanna Casey: Reads Ordinance #19-2022 by title.

A motion for introduction of **Ordinance #19-2022**, amending Chapter 145, Flood Damage Prevention Article IV Administration of the Code of The City of Margate City, was put forth by Commissioner Blumberg, Seconded by Commissioner Amodeo, with a vote of three ayes.

ORDINANCE NO. 19-2022**AN ORDINANCE AMENDING CHAPTER 145 FLOOD DAMAGE PREVENTION
ARTICLE IV ADMINISTRATION 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, County of Atlantic and State of New Jersey as follows:

SECTION 1. Margate City Code **Chapter 145** is hereby amended to the following sections:

**Article IV
Administration**

The Floodplain Development Permit Application assists communities in evaluating the impact of activities proposed within New Jersey regulated flood plains or FEMA's Special Flood Hazard Areas (SFHA's). All activities must be in compliance with the regulations and standards set forth by local, state, and federal entities. For residents and property owners to be eligible for national flood insurance rates under the National Flood Insurance Program (NFIP), for communities to receive certain kinds of federal monies, the community must agree to certain floodplain development standards.

§ 145-12 Measurement of elevations; development permit.

- A. All elevations shall be measured in feet relative to the North American Vertical Datum of 1988 (NAVD88). The use of National Geodetic Vertical Datum of 1929 shall not be acceptable.
- B. A floodplain development permit application shall be submitted, prior to undertaking any development activities, to the Floodplain Management Administrator on forms furnished by him or her and must include, but not be limited to, the following plans, in duplicate, drawn to scale, showing the nature, location, dimensions, and elevations of the area under consideration for development; existing structure(s) and other features; proposed structure(s); earthen fill; storage of materials or equipment; drainage facilities; perimeter setbacks; environmental features such as base floodplain areas, wetlands, and other protected areas; and the location of the foregoing. Specifically, the following information, certified by a professional who is authorized to certify such information in the State of New Jersey, is required:
 - (1) Application stage:
 - (a) Elevation, in relation to mean sea level, of the lowest floor (including basement) of all structures;
 - (b) Elevation, in relation to mean sea level, to which any structure has been floodproofed.
 - (c) Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in Article V;
 - (d) Existing and proposed infrastructure;
 - (e) A description of the extent to which any watercourse will be altered or relocated as a result of proposed development; and

- (f) Building plans for any walls to be used to enclose space below the base flood elevation.
 - (g) An estimate prepared by an estimating firm of the total cost of building improvements using qualified labor and materials obtained at market prices, or similar estimate signed by a licensed architect or engineer or a signed bona fide contractor bid.
- (2) Construction stage. Upon the placement of the top of block, the lowest floor or floodproofing by whatever construction means, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the lowest floor or floodproofed elevation, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer who is authorized to certify such information in the State of New Jersey and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holder's risk.

C. The Floodplain Administrator shall review the lowest floor elevation and floodproofing certificate. Should these documents be found not in conformance with the requirements of this chapter, the permit holder shall immediately cease further work and shall correct any deficiencies. Failure of the permit holder to submit the surveyed lowest floor elevation and floodproofing certificate, and failure to correct said deficiencies required hereby, shall be the cause to issue a stop-work order for the project.

§ 145-13 Designation of Floodplain Management Administrator.

The governing body of the City of Margate City hereby ~~appoints~~ authorizes the appointment of a ~~Construction Official/~~ Floodplain Administrator to administer and implement the provisions of this chapter, by granting or denying development permit applications in accordance with its provisions, and he/she is hereby referred to as the "~~Floodplain Management Administrator~~" or the "Floodplain Administrator."

The Floodplain Administrator shall serve as the chairperson of an administrative committee known as the Floodplain Development Committee which shall consist of the Floodplain Administrator, Zoning Officer and Technical Assistant to the Construction Official or such other officials who may be appointed by resolution of the governing body.

§ 145-14 Duties and responsibilities of Administrator.

Duties of the ~~Construction Official/~~ Floodplain Administrator shall include, but not be limited to:

- A. Permit review. The ~~Construction Official~~ Floodplain Administrator in conjunction with the floodplain development committee shall:
- (1) Review all development permits to determine that the permit requirements of this chapter have been satisfied.
 - (2) Review all development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.
 - (3) Review certified plans and specifications for compliance with the requirements of this chapter.
 - (4) Review all development permits in the areas of special flood hazard, except in the coastal high-hazard area, to determine if the proposed development adversely affects the flood-carrying capacity of the areas of special flood hazard. For the purpose of this chapter, "adversely affects" means that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will increase the water surface of the base flood more than 0.2 foot at any point.

- (5) Review all development permits in the coastal high-hazard area and Coastal A Zone of the area of special flood hazard to determine if the proposed development alters sand dunes or other natural coastal protections so as to increase potential flood damage.
 - (6) Review plans for walls to be used to enclose space below the base flood elevation.
 - (7) Coordinate with Planning, Zoning, and Public Works and other departments in the community to assure that the requirements of this chapter are fully met.
 - (8) Participate actively in evaluating the variance requests and provide input and recommendations in variance hearings/proceedings.
- B. Use of other base flood and floodway data. When base flood elevation data has not been provided in accordance with § 145-7, Basis for establishing areas of special flood hazard, the ~~Construction Official~~/Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer § 145-17A, Specific provisions for flood hazard reduction, Residential construction, and § 145-17B, Specific provisions for flood hazard reduction, Nonresidential construction.
- C. Information to be obtained and maintained. The Administrator shall:
- (1) Obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
 - (2) For all new or substantially improved floodproofed structures:
 - (a) Verify and record the actual elevation (in relation to mean sea level); and
 - (b) Maintain the floodproofing certifications required in § 145-12B(1)(c).
 - (3) Maintain for public inspection all records pertaining to the provisions of this chapter.
 - (4) In coastal high-hazard areas and Coastal A Zones, obtain certification from a registered professional engineer or architect that the elevation requirements of § 145-18B(1) and anchoring requirements of § 145-18B(2) have been met.
- D. Alteration of watercourses. The Administrator shall:
- (1) Notify adjacent communities and the New Jersey Department of Environmental Protection, Bureau of Flood Control, and the Land Use Regulation Program prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Insurance Administration.
 - (2) Require that maintenance is provided within the altered or relocated portion of said watercourse so the flood-carrying capacity is not diminished.
- E. Interpretation of FIRM boundaries. The Administrator shall make interpretations, where needed, as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this chapter.
- F. Critical facilities. Construction of new critical facilities shall have the lowest floor elevated at two feet above the base flood elevation. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the maximum extent possible.
- G. Substantial damage review. The Administrator shall:

- (1) After an event resulting in building damages, assess the damage to structures due to flood and nonflood causes.
- (2) Record and maintain the flood and nonflood damage of substantial damage structures and provide a letter of substantial damage determination to the owner and the New Jersey Department of Environmental Protection, Bureau of Flood Control.
- (3) Ensure substantial improvements meet the requirements of §§ 145-17 and 145-18.

§ 145-15 **Variance procedures.**

A. Appeal Board.

- (1) The Planning Board, as established by the City of Margate City, shall hear and decide appeals and requests for variances from the requirements of this chapter.
- (2) The Planning Board of the City of Margate City shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the ~~Construction~~ Official/Floodplain Administrator in the enforcement or administration of this chapter.
- (3) Those aggrieved by the decision of the Planning Board, or any taxpayer, may appeal such decision to the Superior Court of New Jersey, as provided in N.J.S.A. 40:55D-17h and 40:55D-18.
- (4) In passing upon such applications, the Planning Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:
 - (a) The danger that materials may be swept onto other lands to the injury of others;
 - (b) The danger to life and property due to flooding or erosion damage;
 - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (d) The importance of the services provided by the proposed facility to the community;
 - (e) The necessity to the facility of a waterfront location, where applicable;
 - (f) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - (g) The compatibility of the proposed use with existing and anticipated development;
 - (h) The relationship of the proposed use to the Comprehensive Plan and floodplain management program of that area;
 - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - (k) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges; and
 - (l) The request for a variance is not an after-the-fact request.
- (5) Upon consideration of the factors of this chapter and the purposes of this chapter,

the Planning Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

- (6) The ~~Construction Code Official~~/Floodplain Administrator shall maintain the records of all appeal actions, including technical information, and report any variances to the Federal Insurance Administration upon request.

B. Conditions for variances.

- (1) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures below the base flood level, provided that the items in Subsection A(4)(a) through (l) have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification for issuing the variance increases.
- (2) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (3) Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this chapter.
- (4) Variances may be issued when there is:
 - (a) A showing of good and sufficient cause;
 - (b) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance, cause fraud on or victimization of the public as identified in § 145-15, or conflict with existing local laws or ordinance.
- (5) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

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, NJ

Johanna Casey: Reads Ordinance #20-2022 by title.

A motion for introduction of **Ordinance #20-2022**, a bond ordinance for a clean water project, was put forth by Commissioner Blumberg, Seconded by Commissioner Amodeo, with a vote of three ayes.

THE CITY OF MARGATE CITY
IN THE COUNTY OF ATLANTIC, NEW JERSEY
ORDINANCE NO. 20-2022

BOND ORDINANCE PROVIDING FOR A CLEAN WATER PROJECT COMPRISED OF REPLACEMENT OF WATER METERS IN AND BY THE CITY OF MARGATE, IN THE COUNTY OF ATLANTIC, NEW JERSEY APPROPRIATING TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) THEREFOR AND AUTHORIZING THE ISSUANCE OF UP TO TWO MILLON FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) AGGREGATE PRINCIPAL AMOUNT BONDS OR NOTES OF THE CITY OF MARGATE, COUNTY OF ATLANTIC, NEW JERSEY TO FINANCE THE COST THEREOF

THE BOARD OF COMMISSIONERS OF THE CITY OF MARGATE CITY IN THE COUNTY OF ATLANTIC, NEW JERSEY (not less than two-thirds of the full membership thereof affirmatively concurring), DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Description of Project:

The City of Margate (the “City”) hereby authorizes the following project to maintain and support compliance by the City with the clean water regulations of the State of New Jersey and thereby improve and protect the City’s water system (the “**Water Meter Replacement Project**”):

<u>IMPROVEMENT OR</u>	<u>APPROPRIATION</u>
<u>PURPOSE</u>	<u>ESTIMATED COST</u>

Water Meters Replacement Project, including all other necessary or desirable structures, appurtenances, work, equipment, and materials, and including all costs of surveying, construction, planning, design, engineering, preparation of plans and specifications, permits, bid documents, construction inspection, administration, accounting, architectural, financial and legal.	<u>\$2,500,000</u>
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Section 2. Permanent Funding of Appropriation

(a) To provide funds to permanently fund the costs of the Water Meter Replacement Project (the “**Project Cost**”), the issuance by the City of bonds in the aggregate principal amount of up to TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) is hereby authorized, approved, ratified and confirmed. The Project Cost may be permanently financed through the issuance of general obligation bonds of the City (the “**Bonds**”) to the New Jersey I-Bank (the “**I-Bank**”) and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the “**State**”), pursuant to

the New Jersey I-Bank Financing Program (the “**I-Bank Loan Program**”) in the maximum principal amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000).

(b) In accordance with N.J.S.A. 40A:2-11(c), no down payment shall be required in connection with the issuance of the bonds which involve an environmental infrastructure project funded by loans from the I-Bank.

Section 3. Temporary Construction Financing From I-Bank Prior to Issuance of Bonds

In anticipation of the issuance of the Bonds, the City hereby authorizes, if necessary or desirable, the issuance, sale and award of construction project notes (the “**Construction Project Notes**”) pursuant to the I-Bank’s construction financing program (the “**I-Bank Construction Financing Program**”). The Construction Project Notes shall be substantially in the form provided by the I-Bank in the I-Bank Construction Financing Program’s loan agreement. The execution and delivery of the Project Notes and all additional documents and instruments related thereto by the Mayor, Chief Financial Officer and City Clerk (collectively, the “**Authorized Officials**”) is hereby authorized. The Authorized Officials are each hereby authorized to determine, pursuant to the terms and conditions established by the I-Bank and the State under the I-Bank Construction Financing Program’s loan agreement and the terms and conditions of this Ordinance and any subsequent resolution of the City Commission, the following items with respect to the Construction Project Notes: (a) the aggregate principal amount of the Construction Project Notes to be issued, which amount shall not exceed \$2,500,000; (b) the maturity of the Construction Project Notes, which shall be no later than two years after the date of issuance thereof; (c) the date of the Construction Project Notes; (d) the interest rate of the Construction Project Notes, which shall not exceed 2% per annum; (e) the purchase price for the Construction Project Notes; and (f) such other matters with respect to the Construction Project Notes as may be necessary, desirable or convenient in connection with the sale, issuance and delivery thereof. The Authorized Officials are hereby further authorized to manually execute and deliver and the City Clerk is hereby further authorized to attest by manual signature to such execution and to affix, imprint, engrave or reproduce the corporate seal of the City to any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officials in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Construction Project Notes and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such document, instrument or closing certificate by the party authorized under this resolution to execute such document, instrument or closing certificate.

Section 4. Authorization of Bond Anticipation Notes In Lieu of I-Bank Construction Financing

If the City shall elect to forego the I-Bank Construction Financing Program, then prior to the issuance of permanent bonds and to temporarily finance the Water Meter Replacement Project stated in Section 1, above, negotiable notes of the City in a principal amount not exceeding TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) are hereby authorized to be issued pursuant to the limitations prescribed by the Local Bond Law. All such note(s) shall mature at such time as may be determined by the Chief Financial Officer or such other Financial Officer designated by Resolution for these purposes (both being hereinafter referred to in this Section as Chief Financial Officer); provided that no note shall mature later than one (1) year from its issue date. Such note(s) shall bear interest at a rate or rates and shall be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with any note(s) issued pursuant to this Bond Ordinance, and the signature of the Chief Financial Officer upon such note(s) shall be conclusive evidence as to all such determinations. The Chief Financial Officer is hereby authorized to sell the note(s) from time to time at public or private sale in such

amounts as the Chief Financial Officer may determine and not less than par, and to deliver the same from time to time to the purchasers thereof upon receipt of the purchase price plus accrued interest from their dates to the date of delivery thereof as payment thereof. Such Chief Financial Officer is authorized and directed to report in writing to the Mayor and the City Commission at the meeting next succeeding the date when any sale or delivery of the note(s) pursuant to this Bond Ordinance is made. Such report shall include the amount, the description, the interest rate, the maturity schedule of the note(s) sold, price obtained and the name of the purchaser. All note(s) issued hereunder may be renewed from time to time for periods not exceeding one (1) year for the time period specified in and in accordance with the provisions and limitations of N.J.S.A. 40A:2-8(a) of the Local Bond Law. The Chief Financial Officer is further directed to determine all matters in connection with said note or notes and not determined by this Bond Ordinance. The Chief Financial Officer's signature upon said note(s) shall be conclusive evidence of such determination.

Section 5. Additional Matters

The following additional matters are hereby determined, declared and recited and stated:

- (a) The said purposes described in Section 1 of this Bond Ordinance are not current expenses and are improvements which the City may lawfully require or make and no part of the costs thereof has been or shall be specifically assessed on property specifically benefited thereby.
- (b) The average period of usefulness of said purposes authorized herein, taking into consideration the respective amounts of said obligations authorized for such purposes, computed in accordance with N.J.S.A. 40A:2-22 is **40 years**.
- (c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the office of the City Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this Bond Ordinance by a maximum amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000), and the said Bonds authorized by this Bond Ordinance will be within all debt limitations prescribed by the Local Bond Law.
- (d) Amounts not exceeding **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)** in the aggregate for interest on said Bonds, costs of issuing said Bonds, engineering and inspection costs, legal expenses, a reasonable proportion of the compensation and expenses of employees of the City in connection with the improvements as authorized herein, and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 of the Local Bond Law have been included as part of the costs of said improvement and are included in the foregoing estimate thereof.

Section 6. Maturity of Bonds

The Bonds shall mature at such time or times not exceeding forty (40) years from the date thereof as may be approved by the Local Finance Board of the Division of Local Government Services of the Department of Community Affairs of the State of New Jersey ("**Local Finance Board**") pursuant to N.J.S.A. 58:11B-9(a) and 40A:2-26 of the Local Bond

Law. All other terms of the Bonds, including, without limitation, the dates thereof, the rate or rates of interest to be paid thereon, the provisions for redemption prior to maturity thereof, and the place or places for payment thereof, shall be as determined by subsequent resolution or resolutions of the City Commission as permitted by N.J.S.A. 40A:2-16 of the Local Bond Law.

Section 7. Execution of Bonds

The Bonds shall be executed in the name of the City by the manual or facsimile signatures of the Mayor, City Administrator, and Chief Financial Officer under the affixed, imprinted, engraved or reproduced seal of the City attested by the manual or facsimile signature of the City Clerk.

Section 8. Authorization to Contract

The City is hereby authorized and directed to enter into any and all contracts or agreements necessary, desirable or convenient to effectuate the financing program with the I-Bank authorized by this Bond Ordinance.

Section 9. Execution of Documents

The Mayor, Mayor, Chief Financial Officer, City Administrator and Clerk of the City are hereby jointly and severally authorized and directed to take all actions and execute all documents and instruments necessary or appropriate to carry out the purposes of this Bond Ordinance, including, without limitation, the furnishing of such documentation and information as may be required by the Director of the Local Finance Board. All prior actions taken by such officials in connection with the financing program authorized by this Bond Ordinance are hereby ratified and confirmed.

Section 10. Covenants

The City hereby covenants to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

Section 11. Ratification of Prior Actions

Any action taken by any officials of the City in connection with the improvements described in Section 1 hereof are hereby ratified and confirmed notwithstanding that such actions may have been taken prior to the effective date of this Bond Ordinance and shall be deemed to have been taken pursuant to this Bond Ordinance.

Section 12. Application of Grants

Any grant moneys received for the purposes described in Section 1 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this Bond Ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 13. Full Faith and Credit

The full faith and credit of the City are hereby pledged to punctual payment of the principal and interest on the said obligations authorized by this Bond Ordinance. Said obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all of the taxable property within the City for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 14. Official Intent to Reimburse Expenditures

The City reasonably expects to reimburse any expenditures towards the cost of the improvements or purposes described in Section 1 of this Bond Ordinance and paid prior to the issuance of any bonds or notes authorized by this Bond Ordinance with the proceeds of such bonds or notes. No funds from sources other than the bonds or notes authorized herein has been or is reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside by the City, or any member of the same “control group” as the City, within the meaning of Treasury Regulations Section 1.150-1(f), pursuant to their budget or financial policies with respect to any expenditures to be reimbursed. This Section is intended to be and hereby is a declaration of the City’s official intent to reimburse any expenditures towards the costs of the improvements or purposes described in Section 1 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations Section 1.103-18, and no action (or inaction) will be an artifice or device in accordance with Treasury Regulation Section yield restrictions or arbitrage rebate requirements.

Section 15. Effective Date

This Bond Ordinance shall take effect twenty (20) days after the first publication hereof after final passage, as provided by the Local Bond Law.

Section 16. Capital Budget

The capital or temporary capital budget of the City is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary budget has been filed with the Division of Local Government Services.

BOARD OF COMMISSIONERS OF THE CITY
OF MARGATE IN THE COUNTY OF ATLANTIC

Ordinances: Adoption

Johanna Casey: Reads Ordinance #20-2022 by title.

A motion for adoption of **Ordinance #18-2022**, amending Ordinance Chapter 35 Section XXV of the Code of The City of Margate City to create the position of a Qualified Purchasing Agent, was put forth by Commissioner Blumberg, Seconded by Commissioner Amodco, with a vote of three ayes.

ORDINANCE NO. 18-2022**AN ORDINANCE AMENDING CHAPTER 35 SECTION XXV THE CODE OF THE CITY OF MARGATE CITY, COUNTY OF ATLANTIC, STATE OF NEW JERSEY, TO CREATE THE POSITION OF QUALIFIED PURCHASING AGENT**

BE IT ORDAINED by the BOARD OF COMMISSIONERS of the City of Margate City, in the County of Atlantic, State of New Jersey as follows:

1. There is hereby created the position of Purchasing Agent for the City of Margate City.
2. The Purchasing Agent shall be appointed by the Board of Commissioners.
3. The Purchasing Agent is required to possess a valid Qualified Purchasing Agent certificate, as issued by the New Jersey Division of Local Government Services, Department of Community Affairs.
4. The Purchasing Agent shall have, on behalf of the Board of Commissioners of the City of Margate City, the authority, responsibility and accountability for the purchasing activity pursuant to Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.); to prepare public advertising for and to receive bids and requests for proposals for the provision or performance of goods, services and construction contracts; to award contracts pursuant to New Jersey law in accordance with the regulations, forms and procedures promulgated by state regulatory agencies; and conduct any activities as may be necessary or appropriate to the purchasing function of the City of Margate City.
5. All ordinances or parts of ordinances inconsistent herewith are repealed to the extent of such inconsistency.
6. If any word, phrase, clause, section or provision of this ordinance shall be found by any Court of competent jurisdiction to be unenforceable, illegal or unconstitutional, such word, phrase, clause, section, or provision shall be severable from the balance of the ordinance and the remainder of the ordinance shall remain in full force and effect.
7. This ordinance shall take effect immediately upon final passage and publication as required by law.

Michael Becker, Mayor

John Amodco, Commissioner

Maury Blumberg, Commissioner

Board of Commissioners of the City of Margate
City, NJ

Resolutions:

A motion to adopt **Resolution #187-2022**, authorizing the payment of claims, was put forth by Commissioner Blumberg, Seconded by Commissioner Amodeo, with a vote of three ayes.

**RESOLUTION #187-2022
PAYMENT OF CLAIMS
MARGATE CITY BILL LIST / PAYROLL
OCTOBER 6, 2022**

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

BILLS LIST AMOUNT: \$1,593,587.45

PREVIOUSLY PAID: \$ 43,351.22

PAYROLL ACCOUNT – September 22, 2022

CURRENT ACCOUNT \$ 527,445.15

WATER & SEWER \$ 58,045.95

PAYROLL ACCOUNT – October 6, 2022

CURRENT ACCOUNT \$ 507,083.65

WATER & SEWER \$ 58,400.14

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.

REGULAR MEETING MINUTES

OCTOBER 6, 2022

October 3, 2022
12:19 PMCity of Margate City
Purchase Order Listing By P.O. Number

Page No: 1

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

Open: N
 Rcvd: Y
 Bid: Y

Paid: N
 Held: N
 State: Y

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

First Enc Date Range: First to 10/06/22
 Include Non-Budgeted: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-00002	01/10/22	NJOIVPEN NJ DIV OF PENSION & BENEFITS	Employee health benefits	Open	205,165.64	0.00	B
22-00008	01/01/22	MARGBD01 MARGATE CITY BD OF EDUCATION	School Tax Payments	Open	874,839.67	0.00	B
22-00009	01/10/22	BRWNBWBN Brown & Brown Metro, LLC	Health Broker Services	Open	1,041.67	0.00	C
		Contract No: C2100031					
22-00010	01/10/22	PBC PROFESSIONAL BENEFIT	Health broker Services	Open	1,041.67	0.00	C
		Contract No: C2100032					
22-00012	01/10/22	CIOETACO Cioeta Consulting, LLC	HR Consultant	Open	4,875.00	0.00	C
		Contract No: C2100034					
22-00014	01/10/22	VITAL Vital Communications, INC	2022 Tax Assessment Service	Open	17,870.10	0.00	C
		Contract No: C2100038					
22-00017	01/10/22	JPM JERSEY PROFESSIONAL MANAGEMENT	Acting City Administrator	Open	12,382.50	0.00	C
		Contract No: C2100041					
22-00018	01/10/22	SWIFT LA James P. Swift, Jr.	2022 Public Defender	Open	800.00	0.00	C
		Contract No: C2100042					
22-00025	01/10/22	SEASIO05 Seaside Serenity Counseling	2022 EAP provider	Open	465.00	0.00	C
		Contract No: C2100052					
22-00028	01/10/22	REVENUEG Coronis Health RCM, LLC	Medical Billing Service	Open	2,059.36	0.00	C
		Contract No: C2100055					
22-00031	01/10/22	RELIA005 Reliance Standard Life	Employee Life and AD&D	Open	458.68	0.00	C
		Contract No: C2100024					
22-00032	01/11/22	AMAZO005 Amazon Capital Services, Inc.	Fire Department Supplies	Open	1,788.55	0.00	
22-00043	01/11/22	LOWES Lowe's Commercial Services	Trash Receptacles	Open	410.10	0.00	
22-00047	01/11/22	COLONIAL Colonial Electrical Supply Inc	PW Sheds	Open	131.00	0.00	
22-00052	01/12/22	WB MASON W.B. MASON CO., INC.	PW - Office Supplies	Open	44.70	0.00	
22-00056	01/12/22	VERIZ010 Verizon Connect NWF, Inc.	PW GPS Service	Open	456.00	0.00	B
22-00060	01/12/22	NAPA AU Val-U Auto LLC	Street - Vehicle Repair/Maint	Open	1,998.64	0.00	
22-00061	01/12/22	WB MASON W.B. MASON CO., INC.	2022 Office Supplies	Open	229.09	0.00	
22-00064	01/13/22	GENTILIN GENTILINI FORD, INC.	Vehicle Repair/Supplies	Open	420.68	0.00	
22-00081	01/13/22	CASA CASA PAYROLL SERVICE	2022 Payroll Service	Open	1,415.70	0.00	B
22-00082	01/13/22	BARRIER BARRIER PEST CONTROL LLC	2022 Exterminating Services	Open	675.00	0.00	
22-00084	01/13/22	CASA 2 CASA REPORTING SERVICES LLC	ACA reporting	Open	486.00	0.00	B
22-00091	01/14/22	PEDRONI PEDRONI FUEL COMPANY	Fuel Gas/Diesel (Jan)	Open	18,474.26	0.00	
22-00092	01/14/22	WB MASON W.B. MASON CO., INC.	Fire Department Supplies Sta.2	Open	108.19	0.00	
22-00122	01/20/22	FRYES Frye's Auto Repair	VEHICLE MAINTENANCE	Open	734.54	0.00	
22-00126	01/21/22	AMAZO005 Amazon Capital Services, Inc.	Fire Department Supplies	Open	1,394.88	0.00	
22-00157	01/25/22	NAPA AU Val-U Auto LLC	w/s - Vehicle Repair/Maint	Open	2,003.69	0.00	
22-00176	01/27/22	KELLI J Kelli A. Johnson	Basketball Referee	Open	360.00	0.00	
22-00177	01/27/22	CHRIS K CHRIS KANE	Referee	Open	315.00	0.00	
22-00185	01/27/22	HORIZON3 Horizon Healthcare	FSA admin	Open	36.00	0.00	B
22-00188	01/28/22	SAMS Sam's Club	Supplies	Open	501.68	0.00	
22-00191	01/28/22	MANOS Manos Law Firm, LLC.	2022 Planning Board Solicitor	Open	1,500.00	0.00	C
		Contract No: C2200003					
22-00197	01/31/22	DELTADEN DELTA DENTAL PLAN OF NJ	Employee Dental - 2022	Open	899.14	0.00	C
		Contract No: C2200002					
22-00200	01/31/22	NJCIAAI New Jersey Chapter of IAAI	2022 Investigator Conference	Open	750.00	0.00	
22-00206	02/01/22	OLD CAPE OLD CAPE, INC.	Concrete/Asphalt	Open	727.85	0.00	
22-00210	02/01/22	MUNIC005 Municipal Code Enforcement	ELEVATOR INSPECTIONS	Open	1,857.00	0.00	

October 3, 2022
12:19 PM

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

Page No: 2

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-00231	02/07/22	ACCUSCAN AccuScan Contract No: C2200004	Digital Archival	Open	3,007.93	0.00	C
22-00249	02/09/22	ACUA ATLANTIC COUNTY UTILITIES AUTH	Trash / Recycle	Open	90,360.93	0.00	
22-00255	02/09/22	ACUA ATLANTIC COUNTY UTILITIES AUTH	2022 water Testing	Open	288.75	0.00	
22-00269	02/10/22	LUCKY Lucky Dog Custom Apparel	Uniforms and Rec wear	Open	12,478.85	0.00	
22-00270	02/11/22	DRAEGER DRAEGER, INC.	EQUIPMENT MAINTENANCE	Open	179.00	0.00	
22-00287	02/16/22	TRE JER TREASURER, STATE OF NJ/1995 GT	Green Trust loan-Jerome Ave	Open	13,975.67	0.00	
22-00298	02/16/22	AE STONE A.E. STONE, INC.	Hot Patch	Open	180.30	0.00	
22-00321	02/24/22	INTERSTA Interstate Batteries of	Batteries	Open	593.64	0.00	
22-00339	03/01/22	AUTREY S Autrey Supply Company	Field Paint	Open	984.00	0.00	
22-00353	03/02/22	AMAZ0005 Amazon Capital Services, Inc.	Misc Supplies	Open	33.98	0.00	
22-00370	03/07/22	WB MASON W.B. MASON CO., INC.	Misc Supplies	Open	141.90	0.00	
22-00378	03/09/22	MIRACLE MIRACLE CHEMICAL COMPANY	Sodium Hypochlorite	Open	2,677.75	0.00	
22-00389	03/10/22	SUNBELT Sunbelt Rentals, Inc.	Beach Transport Vehicles	Open	4,451.02	0.00	
22-00417	03/14/22	WB MASON W.B. MASON CO., INC.	Office Supplies	Open	46.98	0.00	
22-00437	03/22/22	GENERALC GENERAL CODE PUBLISHERS	Supplement No 11	Open	1,195.00	0.00	
22-00445	03/24/22	LUCKY Lucky Dog Custom Apparel	Community Policing Products	Open	749.00	0.00	
22-00452	03/28/22	HOOPER Hooper Inc.	Case Tractor - Stock	Open	1,010.97	0.00	
22-00460	03/29/22	WB MASON W.B. MASON CO., INC.	HR Supplies	Open	129.20	0.00	
22-00466	03/31/22	WILLIAMS WILLIAMS SCOTSMAN, INC.	Beach Badge/Transport Trailer	Open	2,636.36	0.00	
22-00472	03/31/22	DHILT Douglas Hiltner	Referee	Open	225.00	0.00	
22-00524	04/12/22	GTBM G.T.B.M. INC.	Police Department	Open	4,845.00	0.00	
22-00525	04/12/22	GARDENST GARDEN STATE HIGHWAY PRODUCTS	Traffic Signs and Supplies	Open	222.00	0.00	
22-00605	05/09/22	JP MASON JP Masonry & Stucco, LLC	101 N Benson Carpenter Shop	Open	24,606.00	0.00	
22-00635	05/16/22	ACTION U ACTION UNIFORM CO. LLC	Fire Dept. Unifrom Items	Open	187.50	0.00	
22-00640	05/17/22	BSNSPORT BSN Sports, LLC	2022 Beach Patrol Uniforms	Open	1,906.00	0.00	B
22-00646	05/17/22	CAPRIONI CAPRIONI PORTABLE TOILETS INC.	2022 Portable Toilet Rental	Open	2,825.00	0.00	
22-00647	05/18/22	ALERTALL Alert-All Corp.	Fire Prev. Materials - Library	Open	1,355.75	0.00	
22-00664	05/23/22	MARGBDED MARGATE CITY BD OF EDUCATION	Tighe School Capital projects	Open	77,300.00	0.00	B
22-00665	05/23/22	MARGBDED MARGATE CITY BD OF EDUCATION	Ross School Capital projects	Open	97,781.00	0.00	B
22-00667	05/24/22	ALLEG005 Allegra Marketing Print & Mail	Printing Supplies	Open	27.71	0.00	
22-00736	06/20/22	J SCOTT John Scott Abbott, Esq. Contract No: C2200014	Solicitor fees	Open	7,350.00	0.00	C
22-00745	06/10/22	SJWELDIN SOUTH JERSEY WELDING SUPPLY CO	Oxygen Rental FD - May 2022	Open	202.35	0.00	
22-00762	06/16/22	ACPRESS4 Press of Atlantic City	Notice to voters	Open	66.40	0.00	
22-00791	06/23/22	JOHANNAC JOHANNA CASEY	Mileage/Parking Reimbursement	Open	53.92	0.00	
22-00798	06/14/22	VERALPH V.E. RALPH & SON, INC.	Beach Patrol Medical Supplies	Open	77.90	0.00	
22-00800	06/08/22	WITMER Witmer Public Safety Group Inc	Fire Department Supplies	Open	623.51	0.00	
22-00883	07/19/22	DOCUTREN Docutrend Inc.	Copier Contract	Open	21.75	0.00	B
22-00894	07/21/22	FIBREX The Fibrex Group, Inc.	Replacement Igloo	Open	4,378.00	0.00	
22-00901	07/25/22	SANDRAPA Sandra Parlin	Reimbursement for plaque	Open	150.00	0.00	
22-00919	07/28/22	ATLAN005 Atlanticare Physician Group PA Contract No: C2200016	Medical surveillance	Open	270.00	0.00	C
22-00931	08/01/22	PROFORMA PROFORMA DYNAMIC RESOURCES	22 Funfest - Giveaways	Open	282.50	0.00	
22-00967	08/10/22	NATIOSCR Nationwide Screening Services	Exempt Employee screening	Open	100.00	0.00	
22-00974	08/15/22	4IMPRO05 4imprint, Inc.	22 Funfest - Golf Towels (2)	Open	310.13	0.00	
22-00978	08/15/22	GLOBAL I Global Industrial Equipment	PW Refrigerator	Open	3,807.00	0.00	
22-00984	08/18/22	4IMPRO05 4imprint, Inc.	22 Funfest - Chairs	Open	747.98	0.00	
22-00997	08/22/22	CDSALES C & D SALES	Back Packs for Fire Department	Open	1,130.00	0.00	
22-01007	08/24/22	SS WORLD S&S WORLDWIDE, INC.	Soccer Supplies	Open	194.28	0.00	
22-01020	08/29/22	NJDP TRE NJ Department of Treasury	City Dredging Application fee	Open	30,000.00	0.00	
22-01027	08/30/22	CONTRACT Contractor Service	Landscaping Supplies	Open	124.74	0.00	
22-01028	08/30/22	NJWATER NEW JERSEY WATER ASSOCIATION	2022 NJWA Conference	Open	2,065.00	0.00	
22-01031	08/30/22	SJOVERHE SOUTH JERSEY OVERHEAD DOOR	Repair PW Garage Door	Open	2,604.20	0.00	

REGULAR MEETING MINUTES

OCTOBER 6, 2022

October 3, 2022
12:19 PMCity of Margate City
Purchase Order Listing By P.O. Number

Page No: 3

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-01034	08/31/22	NEWMA	New England Water Works Assoc	Verna - Recertification	Open	435.00	0.00
22-01037	09/01/22	RUTGERS	RUTGERS UNIVERSITY	NJ Clean Comm Certification	Open	255.00	0.00
22-01055	09/08/22	NJAFM	N.J. ASSOC. FLOODPLAIN MGT.	NJAFM Annual Conference	Open	820.00	0.00
22-01063	09/08/22	NJLM	NJ STATE LEAGUE MUNICIPALITIES	Conferene Registration	Open	1,320.00	0.00
22-01064	09/09/22	PROFORMA	PROFORMA DYNAMIC RESOURCES	Fall Brochure	Open	940.00	0.00
22-01067	09/09/22	BEESLEYS	Beesley's Point Sea-Doo, Inc.	Repairs to Beach Patrol PWC	Open	406.46	0.00
22-01068	09/09/22	AC CYCLE	Atlantic City Cycle Center LLC	Repairs Beach Patrol Polaris	Open	189.99	0.00
22-01069	09/12/22	AMAZ0005	Amazon Capital Services, Inc.	PW Supplies - Keypad/ladder	Open	327.46	0.00
22-01071	09/13/22	JERSEYDO	JERSEY ARCHITECTURAL	SERVICE CALL	Open	250.00	0.00
22-01072	09/13/22	AMAZ0005	Amazon Capital Services, Inc.	Electrical truck Backup Camera	Open	75.97	0.00
22-01075	09/13/22	AMAZ0005	Amazon Capital Services, Inc.	computer accessories	Open	619.98	0.00
22-01079	09/13/22	AMAZ0005	Amazon Capital Services, Inc.	Funfest - Green Team Give Away	Open	88.15	0.00
22-01081	09/13/22	BETSY005	Betsy Liberman	Reimbursement	Open	43.25	0.00
22-01082	09/13/22	GRACE	Eric Grace	Reimbursement - Roof Rack F-20	Open	487.88	0.00
22-01084	06/15/22	RANGE129	Range 129 LLC	Range Qualifications	Open	1,500.00	0.00
22-01088	09/13/22	BATTERY	Batteries Plus Bulbs	Fire Dept. SCBA Batteries	Open	231.60	0.00
22-01089	09/07/22	ACFFA	Atlantic County FF's Assoc.	Firefighter 2 Course - Moore	Open	275.00	0.00
22-01090	09/07/22	WITMER	Witmer Public Safety Group Inc	Fire Dept. 5.11 T-Shirts	Open	353.76	0.00
22-01091	09/15/22	SITEONE	SITEONE LANDSCAPE SUPPLY LLC	Landscape Supplies	Open	1,576.12	0.00
22-01094	09/13/22	BLUEWATE	Bluewater Graphics	Lettering for Lifeboat - BP	Open	550.00	0.00
22-01095	09/16/22	CAPEA005	Cape Atlantic Conservation Dis	Soil Erosion and Sediment App	Open	655.00	0.00
22-01096	09/16/22	DIVIS005	Division of Taxation	Record of Continuing Ed	Open	50.00	0.00
22-01097	09/19/22	THEFLO05	The Flood Insurance Agency Inc	Flood Policy Renewals	Open	5,557.04	0.00
22-01098	09/19/22	KEITH010	Keith & Ivy Harad	refund Q3 '22 tax overpayment	Open	2,746.40	0.00
22-01100	09/19/22	MAGLOCLE	Magloclen, Inc.	MEMBERSHIP FEES	Open	400.00	0.00
22-01101	09/20/22	EUROFINS	Eurofins QC, Inc.	Quarterly Water Testing	Open	937.50	0.00
22-01104	09/20/22	ST OF NJ	ST OF NEW JERSEY -PWT	2022 NJ PWT - 3rd Quarter	Open	1,083.00	0.00
22-01108	09/22/22	NJLEAGUE	NEW JERSEY STATE	webinar-ethics of social media	Open	75.00	0.00
22-01109	09/22/22	BATTERYU	Battery Universe Sales Inc.	Portable Radio Batteries	Open	1,259.10	0.00
22-01112	09/23/22	FUSSNER	Joe Fussner	Basketball Referee	Open	270.00	0.00
22-01114	09/26/22	SENSUS	Sensus USA, Inc.	Annau Software Agreement	Open	1,715.95	0.00
22-01115	09/26/22	AMAZ0005	Amazon Capital Services, Inc.	battery backup	Open	99.99	0.00
22-01117	09/26/22	EVS	Emergency Vehicle Services LLC	Repairs to Q-24 and Engine 21	Open	3,187.60	0.00
22-01118	09/13/22	TOOLSPLU	Tools Plus Industries	4" Recovery Tow Straps - FD	Open	250.77	0.00
22-01119	09/14/22	VERALPH	V.E. RALPH & SON, INC.	PPE - Gloves - FD - COVID 19	Open	583.80	0.00
22-01132	09/29/22	NFPA	NFPA INTERNATIONAL	Fire Prevention Week Materials	Open	892.90	0.00
22-01135	09/30/22	SERVICE	SERVICE STATION SERVICE, INC.	50 mfare gas tags	Open	613.66	0.00
22-01137	10/03/22	NJDEP005	NJ Dept of Labor and work Deve	COMBINED ASSESSMENT BILL	Open	1,700.05	0.00
22-01139	10/03/22	CLEANAIR	CLEAN AIR COMPANY, INC.	Grabber for A-22 Exhaust	Open	883.00	0.00
22-01141	10/03/22	HOMED308	Home Depot Credit Services	Fire Department Supplies	Open	177.24	0.00
22-01142	10/03/22	ATCOCLER	ATLANTIC COUNTY MUNICIPAL	2022 Fall Mini Conference	Open	25.00	0.00
Total Purchase Orders:		128	Total P.O. Line Items:	0	Total List Amount:	1,593,587.45	Total Void Amount: 0.00

October 3, 2022
12:19 PMCity of Margate City
Purchase Order Listing By P.O. Number

Page No: 4

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
APPROPRIATIONS	2-01	1,360,299.00	0.00	0.00	1,360,299.00
	2-05	18,640.15	0.00	0.00	18,640.15
Year Total:		1,378,939.15	0.00	0.00	1,378,939.15
	C-04	205,736.00	0.00	0.00	205,736.00
	G-01	255.00	0.00	0.00	255.00
	T-09	1,715.95	0.00	0.00	1,715.95
	T-14	6,941.35	0.00	0.00	6,941.35
Year Total:		8,657.30	0.00	0.00	8,657.30
Total of All Funds:		1,593,587.45	0.00	0.00	1,593,587.45

City of Margate
Additional Bill List - Previously Paid

For meeting on 10/6/2022

Current Fund					
PO #	Vendor	Description	Amount	Date Paid	Check #
22-00130	AC Electric	General Elec Accounts	\$ 2,110.82	9/16/2022	88164
22-00132	AC Electric	Street Lights	\$ 632.05	9/16/2022	88165
22-00133	AC Electric	Temporary Electric	\$ 114.70	9/16/2022	88166
22-01070	Comcast	Internet/ Scada Internet	\$ 3,285.11	9/16/2022	88168
22-00016	Hank Rovillard	Special Tax Counsel	\$ 1,714.50	9/16/2022	88169
22-01057	Tom Flynn	Reimbursement for CDL Exam	\$ 125.00	9/16/2022	88170
22-00054	Verizon Wireless	Police Air Cards	\$ 200.20	9/16/2022	88171
22-00130	AC Electric	General Elec Accounts	\$ 6,152.37	9/20/2022	88172
22-00136	SI Gas	Various Gas bills	\$ 170.57	9/20/2022	88173
22-00132	AC Electric	Street Lights	\$ 126.75	9/20/2022	88174
22-00133	AC Electric	Temporary Electric	\$ 11.90	9/20/2022	88175
22-00130	AC Electric	General Elec Accounts	\$ 7,507.74	9/23/2022	88176
22-00132	AC Electric	Street Lights	\$ 37.00	9/23/2022	88177
22-00133	AC Electric	Temporary Electric	\$ 113.01	9/23/2022	88178
22-00136	SI Gas	Various Gas bills	\$ 196.97	9/23/2022	88179
22-00137	Constellation	Energy Supplier	\$ 11,062.31	9/23/2022	88180
Total Current Account			<u>\$ 32,761.00</u>		
Water Sewer					
PO #	Vendor	Description	Amount	Date Paid	Check #
22-00131	AC Electric	Water Serer	\$ 3,183.65	9/16/2022	64481
22-00131	AC Electric	Water Serer	\$ 4,853.37	9/20/2022	64482
22-00131	AC Electric	Water Serer	\$ 2,553.20	9/23/2022	64883
Total Water Sewer			<u>\$ 10,590.22</u>		
Total Paid All Funds			<u>\$ 43,351.22</u>		

A motion to adopt **Resolution #188-2022**, authorizing payment to Colmar Home Center, was put forth by Commissioner Blumberg, Seconded by Commissioner Amodio, with a vote of two ayes. Mayor Becker abstained from vote.

RESOLUTION #188-2022
AUTHORIZED PAYMENT - COLMAR HOME CENTER

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

COLMAR HOME CENTER \$1,279.18

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

Consent Agenda:

A motion to adopt the Consent Agenda for **Resolution #189-2022 thru Resolution #194-2022**, was put forth by Commissioner Blumberg, Second by Commissioner Amodeo, with a vote of three ayes.

R E S O L U T I O N #189-2022

**RENEWAL OF 2022-2023 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, #0116-44-012-006 and #0116-33-020-007; and

WHEREAS, the Retail Renewal Application forms for the 2022-2023 license term has 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 2022-2023 license term effective as of July 1, 2022 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

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, 2022, the aforesaid liquor licenses for the license term 2022-2023.

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 #190-2022

AUTHORIZING AN AMENDED SHARED SERVICES AGREEMENT

**WHICH PROVIDES FOR SHARED MUNICIPAL COURT SERVICES FOR THE
MUNICIPALITIES OF THE CITY OF MARGATE CITY AND THE**

BOROUGH OF LONGPORT

WHEREAS, N.J.S.A. 2B:12-1c provides in part that two or more municipalities, by Ordinance or Resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establish a joint municipal court. Where municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

WHEREAS, the City of Margate City and the Borough of Longport have previously established a Shared Services Agreement between the municipalities as outlined in Resolution #44-2020; and

WHEREAS, both municipalities wish to continue to share the services of the municipal courts and to modify the written Agreement specifying the terms and conditions of said Agreement which Agreement is entitled “Amended Shared Services Agreement” a copy of which is attached hereto and made a part hereof, which Amended Agreement modifies the shared services so as to adjust the cost and to extend the Agreement term to no later than December 31, 2024 as outlined in said Amended Shared Services Agreement; and

WHEREAS, the Board of Commissioners of the City of Margate City have agreed to enter into this Amended Shared Services Agreement and authorize its execution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City that it does hereby authorize the agreement entitled “Amended Shared Services Agreement” with the Borough of Longport be and is hereby ratified.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute this Amended Agreement with the Borough of Longport for the shared municipal court services.

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

- 1. Lisa McLaughlin, Chief Financial Officer
- 2. Maureen Larkin, Margate City Court Administrator
- 3. Andrea Brady, Borough of Longport Court Administrator
- 4. Michael Affanato, Esq., Longport Solicitor

AMENDED SHARED SERVICES AGREEMENT

Pursuant to New Jersey Shared Services and Consolidation Act, N.J.S.A 40A:65-1 *et seq.*

BETWEEN

THE CITY OF MARGATE CITY

AND

THE BOROUGH OF LONGPORT

THIS AGREEMENT dated and effective as of September 1, 2022, between

THE CITY OF MARGATE CITY, a Municipal Corporation of the State of New Jersey (‘Margate’) with a principal office at 9001 Winchester Avenue, Margate, New Jersey 08402

And

THE BOROUGH OF LONGPORT, a Municipal Corporation of the State of New Jersey (“Longport”) with a principal address 2305 Atlantic Avenue, Longport, NJ 08403.

Preamble and Background

WHEREAS, N.J.S.A.2B:12-1a requires that every municipality in the State of New Jersey shall establish a municipal court and each of the parties has done so and continues to do so by the appointment of a Municipal Judge, Court Administrator and other personnel necessary for the operation of such municipal courts; and

WHEREAS, N.J.S.A.2B:12-1c allows two or more municipalities, by ordinance or resolution, to agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court. Said statute further provides that where municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

WHEREAS, New Jersey has established the New Jersey Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* (“USSC Act”), which expressly provides in section 40A:65-4 thereof, that “any local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units including services from licensed or certified professionals required by statute to be appointed”; and

WHEREAS, N.J.S.A. 40a:65-7 provides that the duration of any Shared Services Agreement shall be ten (10) years unless the parties should agree to a lesser term or duration, which in this instance the parties have agreed to a duration of a period of five (5) years; and

WHEREAS, the City of Margate City and the Borough of Longport have each established municipal courts in and for each of their jurisdictions and wish to now provide for the sharing of municipal court operations with each municipality retaining its own independent status, all in accordance with the provisions of *N.J.S.A. 2B:12-1c* for such time and duration, and under such circumstances as set forth in this Agreement; and

WHEREAS, it is the express intention of both municipalities to have a Shared Municipal Court as distinguished from a Joint Municipal Court. The distinction between the two types is clearly spelled out in a Report published by New Jersey Courts entitled “Municipal Court Consolidation Plan”, September 2010, as follows:

“Shared Municipal Courts

“Shared municipal courts are individual courts share space, staff and supplies. The courts keep their unique identity and court name. Each court, for example, is required to retain its own set of bank accounts and ticket books, as well as manage its own caseload. Although cases are heard in a central location, they remain within the jurisdiction of the originating court. Further, each municipal court maintains its own unique court code and each employee must maintain individual computer access codes for each municipal court, thus preserving each court’s unique indemnity. Judges who sit in a shared municipal court are appointed by the local governing body. The municipalities participating in a shared court arrangement have the flexibility either to appoint the same judge or their own judge. The municipalities have the same flexibility when appointing administrators (see Appendix A for additional information on N.J.S.A. 2B:12-1).

Joint Municipal Courts

In contrast to a shared court, municipal courts that consolidate to form a joint court lose their individual identity. They become one court encompassing a larger geographic area, the size of which is determined by the number of participating municipalities. Joint courts use only one court code and one set of bank accounts. In most instances, the joint court takes on a new, unique court name. Complaints issued by participating police departments are not separated, but rather combined when filed in a joint court. Another important distinction between joint and shared courts involves the judicial appointment process. Judges in shared courts are appointed by the governing body. In joint courts, they are appointed by the Governor, with the advice and consent of the Senate (N.J.S.A. 2B:12-4b). Assignment Judges, in consultation with each of the

participating towns, have historically made temporary appointments of municipal court judges to serve joint courts, pending a Governor's appointment."

WHEREAS, Margate City and Longport Borough have concluded that a Shared Municipal Court will provide significant cost savings to each municipality through the use of shared facilities and personnel and without sacrificing efficiency or convenience to law enforcement officials and the general public; and

WHEREAS, both municipalities intend to have the same Court Administrator and Deputy Court Administrator for both courts and to consolidate municipal court operations in the City of Margate City.

NOW THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, Margate and Longport do hereby agree as follows:

1. **Incorporation of Preamble.** All of the statements of the Preamble are repeated and are incorporated herein by this reference thereto as if they otherwise set forth herein at length. The same shall constitute factual findings in support of this Amended Shared Services Agreement ("ASSA").

2. **Authority to enter into Agreement.** The authority to enter into this Amended Shared Services Agreement is subject to the approval of the Assignment Judge of the Superior Court of New Jersey, Vicinage 1 (Atlantic-Cape May Counties).

3. **Shared Services Agreement; Term; Early Termination.**

A. The term of this [Amended] Shared Services Agreement ("ASSA") shall be from September 1, 2022 through December 31, 2023.

B. The term of this Amended Shared Services Agreement ("ASSA") shall automatically renew for an additional period extending from January 1, 2024, through December 31, 2024 unless Longport provides notice to Margate of its desire to terminate so as not to have the automatic renewal. Said election shall be made no later than October 1, 2023. Failure of Longport to terminate by October 1, 2023 shall mean that this Contract and all of its terms and conditions shall be extended to December 31, 2024.

4. **Shared Municipal Courts – Scope of Services.**

Margate and Longport shall have a shared municipal court commencing on the date and for the duration specified in Section 2 hereof and in accordance with the following:

A. The shared Municipal Court facilities shall be located in the Margate City Historic City Hall building located at 1 S. Washington Avenue, Margate, New Jersey, in the space currently occupied by the Margate Municipal Court with administrative offices in Margate City Hall located at 9001 Winchester Avenue, Margate, New Jersey.

B. As hereinafter provided, it is the intent of the parties that the same Municipal Court Administrator and Deputy Court Administrator shall serve in the same capacity for each municipal court.

C. As hereinafter provided, it is the intent of the parties that each Municipality shall appoint its own Municipal Court Judge, Municipal Prosecutor and Municipal Public Defender, and each Municipality shall be responsible for the compensation of said appointees.

D. The Municipal Court Judge, who shall be appointed by each Municipality, shall serve for a term of three years from the date of appointment and until a successor shall be appointed and qualified.

E. The Municipal Court Judge shall have and possess the qualifications established by *N.J.S.A. 2B:12-7* and by the New Jersey Supreme Court, and shall have, possess, and exercise all the functions, duties, power and jurisdiction conferred by law or ordinance. Whenever the Municipal Court Judge is unable to sit as such, any Judge designated by the Superior Court of New Jersey Vicinage 1 (Atlantic-Cape May Counties) Assignment Judge, may sit for him/her temporarily and preside over the Municipal Court. Any such designee, while sitting temporarily,

shall possess all of the powers of the Municipal Court Judge. The Municipal Court Judge shall faithfully carry out all of the duties and responsibilities of a Municipal Court Judge and shall abide by all rules and regulations established for Municipal Court Judges by the New Jersey Supreme Court, by the Administrative Office of the Courts and by the laws of the State of New Jersey.

5. **Compensation.** Longport initially agreed to pay to Margate the annual sum of \$120,000.00 to be paid in equal monthly installments of \$10,000.00 due on the 1st day of each month. Thereafter, the municipalities by this ASSA have determined to amend and otherwise change the effective time period and decrease the annual amount paid as indicated in the following schedule. The amended payments shall be made as follows:

<u>PAYMENT DATES</u>	<u>TOTAL PAYMENT</u>	<u>MONTHLY PAYMENT</u>
May 1, 2021- April 30, 2022	\$120,000.00	\$10,000.00
May 1, 2022 – August 31, 2022	\$ 40,800.00	\$10,200.00
September 1, 2022–December 31, 2023	\$ 56,000.00	\$ 3,500.00
January 1, 2024-December 31, 2024	\$ 42,000.00	\$ 3,500.00

6. **Duties to be Performed by Margate.**

In accordance with *N.J.S.A.* 40:65-7, Margate shall perform the following services:

- a. Appoint a Municipal Judge for Margate.
- b. Appoint a Municipal Prosecutor for Margate.
- c. Appoint a Public Defender for Margate.
- d. Appoint a Court Administrator and Deputy Court Administrator and such other Court employees as necessary to be shared with Longport.
- e. Provide all physical facilities for the conduct of Municipal Court operations including the court room, judge’s chambers, court offices, computers and office equipment and supplies. The Court and court offices shall be located within the old Historic City Hall Municipal Building, at 1 S. Washington Avenue, Margate, New Jersey, and Margate Court Administrative Offices shall be located at the Margate Municipal Building located at 9001 Winchester Avenue. (See Section 3 hereof)
- f. Provide court security services as deemed necessary for the shared Municipal Court.

7. **Duties to be Performed by Longport.**

- a. Appoint and pay all salary and wages for its appointed Municipal Court Judge, Municipal Court Prosecutor and Municipal Public Defender.
- b. Provide separate cabinets for its Court records.

8. **Insurance.** Longport and Margate acknowledge that they are members of the Atlantic County Joint Insurance Fund and agree to remain insured by said entity so long as this Agreement is in effect or to be insured by a different entity with substantially the same coverage as provided by the Atlantic County Municipal Joint Insurance Fund. Each municipality will consider all Court personnel as being covered under their respective municipal policies as pertains to general liability. The Atlantic County Municipal Joint Insurance Fund or a representative thereof for the municipalities shall provide a statement in writing accepting this interlocal services agreement and certifying that adequate coverage exists for this agreement through the Atlantic County Municipal Joint Insurance Fund.

9. **Indemnification and Hold Harmless Agreement.** Each municipality shall defend (and assume all costs, expenses and attorney's fees incurred in connection with such defense), indemnify and save harmless the other municipality, the other municipality's elected and appointed officials, employees, agents, volunteers and all others working on behalf of the other municipality from and against all claims, suits or actions of every kind or description for loss, damage or injury, including, but not limited to, personal injury, death and/or property loss, costs, attorney's fees incurred and claims or demands of any nature whatsoever that is/are made or brought against the other municipality, its elected and appointed officials, employees, agents, volunteers and all others working on behalf of the other municipality which arise out of or is alleged to have arisen out of or to have been caused in any manner whatsoever by reason of the negligent performance of duties or services Municipal court personnel.

10. **Effective Date of Shared Services Agreement; term, Termination; Municipal**

Authorization.

A. Effective Date:

Pursuant to *N.J.S.A.* 40A:65-5, the parties shall adopt resolutions authorizing this ASSA which shall remain in full force and effect from its effective date (May 1, 2021) and shall terminate on December 31, 2024 unless terminated by Longport pursuant to Paragraph 3 B.

B. Municipal Action Authorizing Amended Shared Services Agreement.

This Amended Shared Services Agreement has been authorized as follows:

City of Margate City pursuant to Resolution No. adopted on

Borough of Longport pursuant to Resolution No. adopted on

11. **MISCELLANEOUS.**

a. Governing Law; Disputes. This Agreement shall be governed by the laws of the State of New Jersey. In the event of a dispute arising out of this Agreement, the parties agree that they immediately will meet and make a good faith effort to resolve said dispute and may submit for resolution to the Atlantic/Cape May County Assignment Judge. In the event that the dispute cannot be resolved amicably then any litigation arising out of this Agreement shall be litigated in the Superior Court of New Jersey, Atlantic County.

b. Full Agreement; No Oral Modification. This Agreement is a full statement of the agreements and understandings of the governing bodies of Longport and Margate. This Agreement is not subject to oral modification and may be changed only by a writing approved, adopted and executed with the same formalities as were attendant to the approval, adoption and execution of this Agreement.

c. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this Agreement.

d. Severability of Terms. If any terms or provision of this Agreement, to any extent, shall be determined by a court of competent jurisdiction to be invalid or unenforceable, then it shall be severable and the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent allowed by law.

e. No Waiver or Breach of Remedies. No waiver by a municipality of any breach of this Agreement or of any representation hereunder by the other municipality shall be deemed to be a waiver of any other breach by the other municipality (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of performance by a municipality after any breach by the other municipality shall be deemed to be a waiver of any breach of this Agreement or of any representation hereunder by the other municipality whether or not the first knows of such breach at the time it accepts such performance. No failure or delay by a municipality to exercise any right it may have by reason of the default of the other municipality shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first municipality while the other municipality continues to be so in default. Any remedy that

either municipality may have by reason of a breach of any provision of this Agreement by the other municipality at all times shall be preserved and may not be waived.

f. Joint Preparation. This Agreement is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm’s-length agreements.

12. Agreement Contingent Upon Judicial Approval. This ASSA is contingent upon approval of same by the Superior Court Assignment Judge for Vicinage One and other such approvals by the Judiciary as may be required by the Supreme Court of New Jersey and/or the New Jersey Administrative Office of the Courts. Notwithstanding any other provision herein to the contrary, this ASSA shall become effective upon such approval.

IN WITNESS WHEREOF, the parties have caused this Amended Shared Services Agreement to be signed by their respective Mayors and their municipal seals affixed hereto and attested by their respective witnesses the day and year first written above to be the effective date defined by this Agreement.

ATTEST:	BOROUGH OF LONGPORT
_____	_____
Monica Kyle, Municipal Clerk	Nicholas Russo, Mayor

ATTEST:	CITY OF MARGATE CITY
_____	_____
Johanna Casey, Municipal Clerk	Michael Becker, Mayor

RESOLUTION #191-2022

AUTHORIZING REFUND OF TAX OVERPAYMENT

WHEREAS, it has been determined by the City of Margate City Tax Collector that Block 304.02, Lot 3, known as 105 N. Delavan Avenue, has a credit balance in the 3rd Quarter 2022 (August 1st) in the amount of \$2746.40 as a result of an overpayment of taxes; and

WHEREAS, both the mortgage company tax servicer CoreLogic, and the homeowners paid the 3rd Quarter 2022 (August 1st) for said property; and

WHEREAS, the homeowners, Keith & Ivy Harad, have 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 \$2746.40 to Keith & Ivy Harad.

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

RESOLUTION #192-2022

AUTHORIZING THE AWARD OF CONTRACT

TO PROVIDE GENERATOR MAINTENANCE TO MUNICIPAL GENERATORS

WHEREAS, the Board of Commissioners of the City of Margate City are desirous to maintain all sixteen municipal generators; and

WHEREAS, Public Works Superintendent, Frank Ricciotti, did duly request for the receipt of said proposals to provide generator maintenance; and

WHEREAS, in connection therewith the following two (2) proposals were received by the Public Works Superintendent of the City of Margate City on September 15, 2022:

Forked River Diesel & Generator, 111 Admiral Way, Waretown, NJ 08758	\$11,400.00
JSR Generator Services LLC, 1404 Maple Ave., Haddon Heights, NJ 08035	\$13,165.00

; and

WHEREAS, Forked River Diesel & Generator, 111 Admiral Way, Waretown, NJ 08758 is the lowest responsive and responsible bidder for these services; and

WHEREAS, Public Works Superintendent, Frank Ricciotti, submitted his letter dated September 21, 2022, that a contract be awarded to Forked River Diesel & Generator, 111 Admiral Way, Waretown, NJ 08758 as per their proposal to provide generator maintenance in an amount \$11,400.00; and

WHEREAS, the Chief Financial Officer has certified to the City Commissioners that there are adequate funds available for the purpose of this award in the following account: 2-01-26-310-242 \$6,000.00, 2-05-55-502-270 \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic that it does hereby award a contract to Forked River Diesel & Generator, 111 Admiral Way, Waretown, NJ 08758 in an amount not to exceed \$11,400.00 as per their proposal to provide September 1, 2022 through August 31, 2023 generator maintenance of all sixteen municipal generators.

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

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

1. Frank Ricciotti, Superintendent of Public Works
2. Lisa McLaughlin, Chief Financial Officer
3. Forked River Diesel & Generator, 111 Admiral Way, Waretown, NJ 08758

Certification Of Availability of Funds

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

Contract Amount: 25,000.00
Resolution Date: 10/06/22
Resolution Number: 183-2022

Vendor: FORKED FORKED RIVER DIESEL & GENERATO
111 ADMIRAL WAY
WARETOWN, NJ 08758

Contract: C2200021 2022/2023 Generator service-
inspection & maintenance 16
locations

Account Number	Amount	Department Description
2-01-26-310-242	6,000.00	BUILDINGS & GROUNDS
2-05-55-502-270	5,000.00	WS- EQUIPMENT REPAIRS & MAINTENANCE
Total	11,000.00	

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


Chief Financial Officer

RESOLUTION #193-2022

AUTHORIZING THE USAGE OF CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO N.J.S.A. 40A:11-12(a) & N.J.A.C. 5:34- 7.29(c) FOR THE CALENDAR YEAR 2022

WHEREAS, the City of Margate City pursuant to N.J.S.A. 40A:11-12(a) and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bid proposals, purchase any goods or services under the State approved Sourcewell Cooperative Purchasing Program for any contracts entered into on behalf of the State of New Jersey by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the City of Margate City has the need, on a timely basis, to purchase goods or services by utilizing Sourcewell vendors; and

WHEREAS, the City of Margate City may enter into contractual agreements with the attached referenced Sourcewell Contract Vendors through this resolution and properly executed contracts/purchase orders, which shall be subject to all the conditions applicable to the current New Jersey Local Public State Contracts Law.

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 authorizes the City Purchasing Agent to purchase certain goods or services from those approved Sourcewell Vendors on the attached list, pursuant to all conditions of the individual State Contracts.

BE IT FURTHER RESOLVED, that the named State Contract Vendors and their corresponding numbers may change during the timeframe indicated below and that the City Purchasing Agent is hereby authorized to make the necessary adjustments to the attached list as may be required for the City to continue its routine procurement practices throughout the indicated timeframe.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the City of Margate City, pursuant to N.J.A.C. 5:30-5S(b), the certification of available funds and that no contract amount shall be chargeable or certified until such times as the goods or services are ordered or otherwise called for prior to placing the order and a certification of availability of funds shall be made by the City's Chief Financial Officer.

BE IT FURTHER RESOLVED, that the duration of the contracts between the City of Margate City and the referenced Sourcewell Contract Vendors shall be for the time period beginning on January 1, 2022 and continuing through December 31, 2022 or until the expiration of the referenced vendors' New Jersey State Contract, whichever shall occur first.

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, Qualified Purchasing Agent

RESOLUTION #194-2022

**AUTHORIZING AMENDING EMPLOYEE HANDBOOK/POLICIES & PROCEDURES
TO REVISE EXISTING POLICIES**

WHEREAS, The City of Margate City 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), 2021-2022 Plan of Risk Management; and

WHEREAS, the revised policies are as follows:

<u>Policy No.</u>	<u>Title</u>
304	Sick Leave Policy Adds Seasonal employees per NJ Paid Sick Leave Law NJSA.34:11D-2
305	Bereavement Leave Policy Adds important phrases in bold for clarity
308	Family and Medical Leave (FMLA) Policy - and -
312	NJ Family Leave (NJ FLA) Policy Both Policy Nos. 308 and 312 add the following language: “City may not request a certification for leave to bond with a healthy newborn child or a child placed for adoption or foster care.”

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, in the County of Atlantic, State of New Jersey 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 3: Policies Relating to Paid and Unpaid Time Off

POLICY NO.: 304

OF PAGES: 4

SUBJECT: SICK LEAVE POLICY

EFFECTIVE DATE: October 6, 2022

REVIEW DATE: October 6, 2022

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 1st through December 31st 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, or accrue in any one year, or carry forward from one year to the next. 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, she sends 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 120th 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

Part-Time and Seasonal employees can carry over their accrued paid sick leave from year to 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 Sick Leave. Seasonal employees are separated at the end of their Seasonal job; if they return the following year, they are rehired.

Part-Time employees and Seasonal employees absent for three (3) or more consecutive working days must submit a verification of illness or injury from a health care professional.

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 Full-Time Employees

Unused sick leave shall accumulate from year to year without limit for Full-Time employees. The accumulation continues indefinitely until the time of the employee's separation from employment. Full-Time employees who retire, honorably terminate their employment, or upon their death, will be paid up to a maximum of 100 days of their accumulated unused sick time, computed at the rate of pay for the year immediately preceding their retirement, death, or honorable termination of employment, provided they have served at least 10 full years. Sick leave credits shall not accrue after an employee has resigned or retired, although his/her name may be retained on the payroll until exhaustion of vacation or other compensatory leave.

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. By an employee with a disability for absences related to the acquisition or use of an aid for the disability when the aid is necessary to function on the job. In such 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 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.

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 note 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 10th 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.

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.

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 6, 2022

REVIEW DATE: October 6, 2022

REPLACES POLICY DATED: December 16, 2021

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, if that person does not reside in the employee's household. 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 shall not be deducted from the employee's annual sick leave. Bereavement leave is not cumulative.

Procedure To Use Bereavement Leave:

1. Employees who request bereavement leave must notify their Department Head or Designee 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.

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: Paid and Unpaid Time Off Policies

POLICY NO.: 308

OF PAGES: 5

SUBJECT: FAMILY & MEDICAL LEAVE POLICY

EFFECTIVE DATE: October 6, 2022

REVIEW DATE: October 6, 2022

REPLACES POLICY DATED: 2021

In accordance with the federal Family and Medical Leave Act (“FMLA”), the City provides eligible employees with up to 12 weeks of unpaid medical and family leave during any 12-month period and up to 26 workweeks to care for a Covered Service member. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position. The following outlines employees’ rights and obligations under the FMLA and the City’s policies implementing the FMLA.

Leave Available

Eligible employees may take up to a total of 12 weeks of unpaid leave during any 12-month period for any one or more of the following reasons:

- The birth, adoption or placement for foster care of the son or daughter of an employee, and to care for such child;
- A serious health condition of a spouse, son, daughter or parent of an employee if the employee is needed to care for such family member; or
- A serious health condition of an employee that makes an employee unable to work. Generally, the incapacity must result in the employee’s inability to work for more than three (3) consecutive days (although there are certain exceptions to this rule);
- Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is a member of the Regular Armed Forces, the National Guard or Reserves on active-duty status during the deployment to a foreign country, and/or has been notified of an impending call to active-duty status as such in support of a contingency operation.

In addition, eligible employees who are either spouse, son, daughter, parent or next of kin of a Covered Service member shall be entitled to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the Covered Service member. During this single 12-month period, an eligible employee who qualifies for leave to provide care for the Covered Service member shall be entitled to no more than a combined total of 26 workweeks of leave.

Definitions

"Covered Service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, or a recent veteran who has been discharged, other than dishonorably, within the five (5) years preceding the family member's initial request for leave, who has a serious injury or illness who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

"Eligible Employee" means an individual who has been employed by the City for at least 12 months; has worked at least 1,250 hours during the preceding 12-month period; and is employed at a worksite with at least 50 employees within 75 miles of that worksite.

"Next of Kin" means the nearest blood relative of the individual.

"Qualifying Exigency" covers a number of broad categories of reasons and activities, including short-notice deployment to a foreign country, military events and related activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities agreed to by the employer and the employee.

"Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. It generally includes a period of incapacity due to pregnancy, prenatal care, a chronic health condition, a permanent or long-term health condition, or restorative or preventive treatment.

"Serious Injury or Illness" means an injury or illness incurred by a Covered Service member in the line of duty or on active duty in the Armed Forces, the National Guard or Reserves, incurred in the line of duty on active duty or whose pre-existing condition has been aggravated by his/her active-duty service, that may render the Service member medically unfit to perform the duties of the member's office, grade, rank or rating.

Eligibility

Any employee who has been employed by the City for 12 months or more and worked 1,250 hours or more in the 12-month period preceding the first day of the requested leave may be eligible for an unpaid leave of absence of up to 12 weeks during any 12-month period.

The 12-month period shall be determined by using a rolling 12-month period that commences with the first day of leave taken.

Leave to care for a child after birth, adoption, or foster care must conclude within 12 months of the child's birth or placement. If both spouses work for the City, they may only take a total of 12 weeks between them during the 12-month period in order to care for a child after birth, adoption or foster care, or to care for a parent with a serious health condition, and a combined 26 weeks in a single 12-month period for military caregiver leave, or a combination of military caregiver leave and other FMLA qualifying reasons. Each spouse may be entitled to

additional leave for other qualifying reasons under the FMLA, such as the employee's own illness or for the serious illness of the employee's child.

Notice

When the leave is foreseeable, at least 30 days' advance notice to the City, in writing, is required. If 30 days' notice cannot be provided, as much notice as is practical should be provided. Failure to give reasonable notice may delay the availability of the leave.

Certification

Where leave is taken to care for a family member with a serious health condition or because of the employee's own serious health condition, medical certification is required, and periodic recertification may be required. In addition, where the leave is taken because of the employee's own serious health condition, a certification of fitness to return to work will be required.

At its expense, the City may require an examination by a second healthcare provider designated by the City. If the second healthcare provider's opinion conflicts with the original medical certification, the City at its expense may require a third, mutually-agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

Note: The employer may not request a certification for leave to bond with a healthy newborn child or a child placed for adoption or foster care. If the baby were born with a serious health condition, the "Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act Form WH-380-F" would be required as part of the leave request.

For military exigency leave, an employee may be required to provide certification that the covered military member is a member of the regular Armed Forces, the National Guard or Reserves, who is on active duty or called to active duty in support of a contingency operation, as well as certification from the employee about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member. For military caregiver leave, the employee may be required to provide information from the health care provider and employee and/or Covered Service member to support such leave.

Absent unusual circumstances, medical certifications must be provided within 15 days. The City will also require periodic status reports from employees concerning their intended return date.

Failure to provide requested documentation may result in denial of leave. The City may attempt to clarify or authenticate the certification or may require additional certifications to support the need for leave. When leave is taken to care for a family member, the City may require the employee to provide documentation or a statement of family relationship (e.g. birth certificate or court document) and proof of the need to care for the family member.

Utilization of Paid Leave

Generally, FMLA leave is unpaid. However, depending upon the circumstances, employees may be entitled to receive short-term disability, workers' compensation benefits, paid family leave benefits, or other state-sponsored wage replacement benefits which pay a portion of normal compensation. These benefits will run concurrently with the employee's unpaid leave. An employee who is eligible for these benefits may also choose

to use accumulated paid leave during their approved unpaid leave. Employees may not receive more than 100% of salary at any time.

Coordination with other Leave Policies

The period of time attributable to the employee's absence due to any workers' compensation, disability, or sick leave, will be counted against available leave under this policy to the extent permitted by law. In the event that additional family, medical or sick leave is available pursuant to state laws, this leave will also run concurrently with FMLA leave to the extent permitted by law.

Intermittent Leave

When medically necessary, leave taken because of a serious health condition of an employee or family member or to care for a Covered Service member may be taken on an intermittent or reduced work schedule basis. The employee and the City shall attempt to work out a schedule for such leave that meets the employee's needs without unduly disrupting the City's operations, subject to the approval of the employee's health care provider. The City may require an employee taking intermittent or reduced work schedule leave to transfer temporarily to an alternative position with equivalent pay and benefits that is better suited to the leave schedule.

Note: The FMLA leave taken for bonding with a healthy newborn, adopted or foster child can only be taken on a continuous basis. It can be taken on an intermittent basis only if allowed by the employer. Taking FMLA leave to care for a family member with a serious health condition, e.g. a newborn with a serious health condition, can be taken in an intermittent, continuous or reduced schedule.

Employment and Benefits Protection

During the leave, health benefits will continue for up to 12 weeks in each rolling 12-month period under the same conditions as if the employee continued to work. Employees must, however, pay the same amount for any benefits continued as they do prior to the leave. Other benefits, if any, will continue during the leave under the same conditions as if the employee continued to work, specifically seniority, vacation and sick leave.

If paid leave is substituted for unpaid FMLA leave, the City will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's FMLA leave is unpaid, the employee must pay his/her portion of the premium in accordance with a payment method that is devised and mutually agreed upon between the employee and the City.

Employees should consult with their Department Head and the HR/Admin. Asst. Kelle Amodeo in the Business Administrator's/Personnel Office prior to taking an approved leave. Both NJ FLA and FMLA are administered and coordinated locally by Kelle Amodeo. She can be reached at 609-822-0424 extension 117.

If you fail to return to work after your FMLA leave for any reason except for circumstances beyond your control, you must pay back all unpaid health insurance premiums. With regard to the employee's contribution portion of his/her health benefits pursuant to Chapter 78, P.L. 2011, and any voluntary supplemental health benefits that the employee may have, the employee is solely responsible for making payment arrangements with the City or for any voluntary benefits, to the respective insurance company. Your healthcare coverage may cease if your payment is more than 30 days' late. With regard to any pension contribution that you may have, you must contact the CFO Lisa McLaughlin to make payment arrangements concerning contributions or credits paid toward your pension benefits. If you fail to return to work after your FMLA leave for any reason except for circumstances beyond your control, you must pay back all unpaid health insurance premiums.

Before returning to work following a medical leave (except for intermittent or reduced schedule leave) due to the employee's own serious health condition, the employee will be required to present a fitness-for-duty certification from his/her health care provider that he/she is medically able to resume work. If the date on which the employee is scheduled to return to work from FMLA leave changes, the employee is required to give notice of the change, if foreseeable, to the City within two (2) business days of the change.

Subject to some exceptions, most employees will be returned to the position they left or to a position equivalent in pay, benefits, and other terms of employment. Individuals identified as "key employees" (the highest paid 10% of salaried employees at the work site or within a 75-mile radius of that work site) at the beginning of their leave may not be returned to their former or equivalent position if restoration will cause substantial economic injury to the City. Employees will be informed of their key employee status at the beginning of the leave period.

A failure to return from FMLA leave for reasons other than the employee's own serious health condition may result in termination of employment. In the event that an employee cannot return to work at the end of FMLA leave due to a continuation of his/her own serious health condition, they must contact the City before the expiration of the leave to discuss their options under state and federal law. State leave laws may provide additional leave similar to that provided under the FMLA. The City will comply with these state law provisions to the extent they provide for more generous benefits; however, as stated above, any leave taken pursuant to state law will run concurrently with FMLA leave to the extent permitted by law.

Family Temporary Disability

During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or a child placed into foster care with the employee, the employee may be eligible for up to 12 weeks of Family Leave Insurance (FLI) payments through the State of New Jersey in a 12-month period. FLI is a separate monetary benefit paid by the state and not a separate leave entitlement, and will thus run concurrently with FMLA and/or NJ FLA leaves.

CITY OF MARGATE

Employee Handbook/Policy and Procedure Manual

SECTION 1: Paid and Unpaid Time Off Policies

POLICY NO.: 312

OF PAGES: 4

SUBJECT: NJ Family Leave (NJ FLA) POLICY

EFFECTIVE DATE: October 6, 2022

REVIEW DATE: October 6, 2022

REPLACES POLICY DATED: 2021

The City provides eligible employees with up to 12 weeks of unpaid, job-protected leave for specified family reasons under the New Jersey Family Leave Act (NJ FLA).

Eligible Employees

To be eligible for NJ FLA leave, an employee must have worked at least 12 months for the City and have worked at least 1,000 hours for the City over the previous 12 months.

Qualifying Reasons for Leave

An employee may take NJ FLA leave to care for:

- A newly born or adopted child or a child placed into foster care with the employee, but the leave must start within 12 months of the birth of the child or the placement of the child.
- A family member (sibling, grandparent, grandchild, child, spouse, domestic partner, civil union partner, Parent-in-law, or parent of a covered individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship) with a serious health condition.

Leave Benefits

An employee may take up to a maximum of 12 weeks of NJ FLA leave in a 24-month period, which is measured as a rolling 24-month period that commences with the first day of NJ FLA leave taken.

You may take NJ FLA leave to care for a seriously ill family member:

- As a single block of time
- By reducing your normal weekly [but not daily] work schedule for no more than 24 consecutive weeks in a 24-month period.
- Intermittently in increments lasting at least one (1) week, but less than 12 weeks in a consecutive 12-month period, when medically necessary.

- Employees permitted to take intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the City's operations. The total time which an intermittent leave is taken may not exceed a 12-month period, if such leave is taken in connection with a single serious health condition. Employees who take intermittent days for caregiving or bonding will be able to claim benefits for up to 56 days.

Intermittent leaves taken in connection with more than one serious health condition episode must be taken within a consecutive 24-month period, or until such time as the employee's 12-week family leave entitlement is exhausted, whichever is shorter. An employee taking a family leave on a reduced leave schedule shall not be entitled to such leave for more than a consecutive 24-week period. An eligible employee shall be entitled to only one leave on a reduced-leave schedule during any consecutive 24-month period. Any remaining family leave to which the employee is entitled subsequent to the expiration of a leave taken on a reduced-leave schedule may be taken on a consecutive or intermittent basis.

Note: The leave taken for bonding with a healthy newborn, adopted or foster child can only be taken on a continuous basis. However, this leave can be taken on an intermittent basis only if allowed by the employer. Taking FMLA leave to care for a family member with a serious health condition, e.g. a newborn with a serious health condition, can be taken in an intermittent, continuous or reduced schedule.

Depending on the purpose of the employee's leave, the employee may choose to use accrued paid leave concurrently with some or all of his/her NJ FLA leave. The employee will be eligible to accrue seniority or benefits, including vacation and holidays, during any period of NJ FLA leave. The CFO Lisa McLaughlin will notify employees of their options to continue to participate in the City's group health plans during NJ FLA leave.

Required Notice and Certifications

When requesting NJ FLA leave, an employee must provide the City 30 days' written notice. If advance written notice is not possible because of an emergency, the employee must provide the City with reasonable verbal notice and then follow up with written notice.

The employee also must give the City a medical certification supporting the need for leave. The City reserves the right to require second or third medical opinions and periodic re-certifications. The employee must also provide periodic reports during his/her leave regarding the employee's status and intent to return to work as deemed appropriate by the City. If an employee fails to provide the required documentation, the City may delay the start of the employee's NJ FLA leave, withdraw any designation of NJ FLA leave or deny the leave, in which case the employee's absences will be treated in accordance with the City's standard leave of absence and attendance policies, and the employee may be subject to discipline up to and including termination of employment.

If an employee provides false or misleading information or omits material information about an NJ FLA leave, the employee will be subject to discipline up to and including immediate termination of employment.

Note: The employer may not request a certification for leave to bond with a healthy newborn child or a child placed for adoption or foster care. If the baby were born with a serious health condition, the "Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act Form WH-380-F" would be required as part of the leave request.

Benefits Protection

While on NJ FLA designated leave, the employee's health benefits will be maintained under the same conditions as if the employee continued to work. If the employee decides to return to work when his/her NJ FLA leave of absence ends, the employee may be reinstated to the same or equivalent job with the same pay, benefits and terms and conditions of employment. If the employee decides not to return to work when the NJ FLA leave of absence ends, the employee may be required to reimburse the City for the health insurance premiums paid on his/her behalf during the leave of absence (except if the failure to return to work was caused by the continuation, recurrence or onset of serious health condition which would entitle the employee to a leave of absence under the law or other circumstances beyond the employee's control).

Returning to Work after NJ FLA Leave

On returning to work after NJ FLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. Any employee who fails to return to work as scheduled after NJ FLA leave or exceeds the 12-week NJ FLA entitlement will be subject to the City's standard leave of absence and attendance policies. This may result in termination if the employee's continued absence is unauthorized (e.g. if the employee has no other City-provided leave available to him/her).

Retaliation Prohibited

The City and the NJ FLA prohibit the interference with, restraint of or denial of any right provided under the NJ FLA and/or discharge or discrimination against any person for opposing any practice made unlawful by the NJ FLA or for involvement in any proceeding under or relating to the NJ FLA. The City encourages employees to bring any concerns or complaints about retaliation or compliance with the NJ FLA to the attention of the Personnel Officer, who is also the Business Administrator Rich Deaney, who can be reached at 609-822-0432, or the HR/Admin. Assistant Kelle Amodeo, who can be reached at 609-822-0424, extension 117.

New Jersey Family Leave Insurance (FLI)

During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to 12 weeks of Family Leave Insurance (FLI) payments through the state in a 12-month period. FLI is a monetary benefit paid by the state and not a separate leave entitlement, and will thus run concurrently with FMLA and/or NJ FLA leaves.

An employee's job is not protected while receiving FLI benefits – unless the employee is eligible for leave under the FMLA, NJ FLA, or is otherwise designated for an approved family leave of absence.

Employees must provide the City with advance notice of need for leave, as follows:

- At least 30 days before to bond with a newborn or newly adopted child, unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.
- In a reasonable and practicable manner for leave to care for a seriously ill family member on a continuous, non-intermittent basis, unless an emergency or other unforeseen circumstance precludes advance notice.

- At least 15 days before leave to care for a seriously ill family member or leave to bond with a newborn or newly adopted child on an intermittent basis unless an emergency or other unforeseen circumstance precludes advance notice.

Maternity Coverage: For working mothers who are pregnant or who have just welcomed a new baby, there are two programs available to you:

- Temporary Disability Insurance provides benefits for expectant mothers when they need to stop working before giving birth and while recovering afterward.
- Family Leave Insurance provides benefits after the recovery period so that new mothers can bond with their babies during the first year.

You can check this out online at <https://myleavebenefits.nj.gov/labor/myleavebenefits/worker/maternity/>

Both NJ FLA and FMLA are administered and coordinated locally by HR/Admin. Assistant Kelle Amodeo who is located in the Business Administrator's/ Personnel Office. She can be reached at 609-822-0424 extension 117.


Executive Session: None

Update: None

Adjournment:

There being no further business, Mayor Becker called for a motion to adjourn the meeting. Whereupon, the motion was made by Commissioner Blumberg, and seconded by Commissioner Amodéo to adjourn the meeting. A unanimous voice vote was taken adjourning the meeting at 4:29p.m.

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



Mayor, Michael Becker



Commissioner John F. Amodéo



Commissioner Maury Blumberg

Attest:  _____ Johanna Casey, Municipal Clerk