

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

DECEMBER 7, 2023

MARGATE CITY, NEW JERSEY

Meeting Called to Order –6:00 p.m.

Statement of Compliance with the Open Public Meetings Act:

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

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

Roll Call – Board of Commissioners:

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

Approval of Minutes:

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

Public Comment:

Kathy Heitzman, 22 S. Adams Ave.: Speaks on a landlord who took advantage of a visually impaired woman.

Chief Hankinson: When there are issues with a landlord, recommends the renter go to Landlord Tenant Court in Atlantic City. Renters should also reach out to Jim Galantino, Building Code Official, to investigate if rental unit is up to code.

Chef Adams: Speaks on a similar incident that recently occurred.

Mayor Collins: Requests the public to come forward when they see issues with rental units, so the City may follow up.

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

Public Comment (Resolutions Only):

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

Ordinances: Introduction-

Johanna Casey: Reads Ordinance #16-2023 by title.

A motion for the introduction of **Ordinance #16-2023**, authorizing amending Chapter 240, Stormwater Management, was put forth by Commissioner Horn, Seconded by Mayor Collins, with a vote of three ayes

ORDINANCE #16-2023

AN ORDINANCE AMENDING CHAPTER 240 STORMWATER MANAGEMENT

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

Margate City Code Chapter 240 STORMWATER MANAGEMENT shall be amended as follows:

§ 240-1. Scope and Purpose:

A. Policy Statement

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose

The purpose of this chapter is to establish minimum stormwater management requirements and controls for "major development," as defined below in § 240-2.

C. Applicability

1. This chapter shall be applicable to the following major developments:
 - a. Non-residential major developments; and
 - b. Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
2. This chapter shall also be applicable to all major developments undertaken by Margate City.
3. An application required by this chapter pursuant to (b)1 above that has been submitted prior to **December 14, 2023**, shall be subject to the stormwater management requirements in effect on December 13, 2023.
4. An application required by this chapter for approval pursuant to (b)1 above that has been submitted on or after March 2, 2021, but prior to December 14, 2023, shall be subject to the stormwater management requirements in effect on December 13, 2023.
5. Notwithstanding any rule to the contrary, a major development for any public roadway or railroad project conducted by a public transportation entity that has determined a preferred alternative or reached an equivalent milestone before July 17, 2023, shall be subject to the stormwater management requirements in effect prior to July 17, 2023.

D. Compatibility with Other Permit and Ordinance Requirements

Development approvals issued pursuant to this chapter are to be considered an integral part of development approvals and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this chapter shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

This chapter is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this chapter imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

§ 240-2. Definitions:

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

"CAFRA Centers, Cores or Nodes" means those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

"CAFRA Planning Map" means the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

"Community basin" means an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this chapter.

"Compaction" means the increase in soil bulk density.

"Contributory drainage area" means the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

"Core" means a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

"County review agency" means an agency designated by the County Commissioners to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

1. A county planning agency or
2. A county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

“Department” means the Department of Environmental Protection.

“Designated Center” means a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

“Design engineer” means a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge-enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.*

In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act, N.J.S.A 4:1C-1 *et seq.*

“Disturbance” means the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Milling and repaving is not considered disturbance for the purposes of this definition.

“Drainage area” means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

“Environmentally constrained area” means the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

“Environmentally critical area” means an area or feature which is of significant environmental value, including but not limited to: stream corridors, natural heritage priority sites, habitats of endangered or threatened species, large areas of contiguous open space or upland forest, steep slopes, and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

“Empowerment Neighborhoods” means neighborhoods designated by the Urban Coordinating Council “in consultation and conjunction with” the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

“Erosion” means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

“Green infrastructure” means a stormwater management measure that manages stormwater close to its source by:

1. Treating stormwater runoff through infiltration into subsoil;
2. Treating stormwater runoff through filtration by vegetation or soil; or
3. Storing stormwater runoff for reuse.

"HUC 14" or "hydrologic unit code 14" means an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

"Impervious surface" means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

"Infiltration" is the process by which water seeps into the soil from precipitation.

"Lead planning agency" means one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

"Major development" means an individual "development," as well as multiple developments that individually or collectively result in:

1. The disturbance of one or more acres of land since February 2, 2004;
2. The creation of one-quarter acre or more of "regulated impervious surface" since February 2, 2004;
3. The creation of one-quarter acre or more of "regulated motor vehicle surface" since March 2, 2021; or
4. A combination of 2 and 3 above that totals an area of one-quarter acre or more. The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of paragraphs 1, 2, 3, or 4 above. Projects undertaken by any government agency that otherwise meet the definition of "major development" but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered "major development."

"Motor vehicle" means land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

"Motor vehicle surface" means any pervious or impervious surface that is intended to be used by "motor vehicles" and/or aircraft, and is directly exposed to precipitation including, but not limited to, driveways, parking areas, parking garages, roads, race-tracks, and runways.

"Municipality" means any city, borough, town, township, or village.

"New Jersey Stormwater Best Management Practices (BMP) Manual" or "BMP Manual" means the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this chapter. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department's determination as to the ability of that best management practice to contribute to compliance with the standards contained in this chapter. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this chapter, provided the design engineer demonstrates to the municipality, in accordance with § 240-4.F. of this chapter and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will

contribute to achievement of the design and performance standards established by this chapter.

“Node” means an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

“Nutrient” means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

“Person” means any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

“Pollutant” means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011 *et seq.*)), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. “Pollutant” includes both hazardous and nonhazardous pollutants.

“Public roadway or railroad” means a pathway for use by motor vehicles or trains that is intended for public use and is constructed by, or on behalf of, a public transportation entity. A public roadway or railroad does not include a roadway or railroad constructed as part of a private development, regardless of whether the roadway or railroad is ultimately to be dedicated to and/or maintained by a governmental entity.

“Public transportation entity” means a Federal, State, county, or municipal government, an independent State authority, or a statutorily authorized public-private partnership program pursuant to P.L. 2018, c. 90 (N.J.S.A. 40A:11-52 *et seq.*), that performs a public roadway or railroad project that includes new construction, expansion, reconstruction, or improvement of a public roadway or railroad.

“Recharge” means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

“Regulated impervious surface” means any of the following, alone or in combination:

1. A net increase of impervious surface;
2. The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a “new stormwater conveyance system” is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);
3. The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or
4. The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

“Regulated motor vehicle surface” means any of the following, alone or in combination:

1. The total area of motor vehicle surface that is currently receiving water;
2. A net increase in motor vehicle surface; and/or
quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

“Sediment” means solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

“Site” means the lot or lots upon which a major development is to occur or has occurred.

"Soil" means all unconsolidated mineral and organic material of any origin.

"State Development and Redevelopment Plan Metropolitan Planning Area (PA1)" means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State's future redevelopment and revitalization efforts.

"State Plan Policy Map" is defined as the geographic application of the State Development and Redevelopment Plan's goals and statewide policies, and the official map of these goals and policies.

"Stormwater" means water resulting from precipitation (including rain and snow) that runs off the land's surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.

"Stormwater management BMP" means an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management BMP may either be normally dry (that is, a detention basin or infiltration system), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

"Stormwater management measure" means any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

"Stormwater runoff" means water flow on the surface of the ground or in storm sewers, resulting from precipitation.

"Stormwater management planning agency" means a public body authorized by legislation to prepare stormwater management plans.

"Stormwater management planning area" means the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

"Tidal Flood Hazard Area" means a flood hazard area in which the flood elevation resulting from the two-, 10-, or 100-year storm, as applicable, is governed by tidal flooding from the Atlantic Ocean. Flooding in a tidal flood hazard area may be contributed to, or influenced by, stormwater runoff from inland areas, but the depth of flooding generated by the tidal rise and fall of the Atlantic Ocean is greater than flooding from any fluvial sources. In some situations, depending upon the extent of the storm surge from a particular storm event, a flood hazard area may be tidal in the 100-year storm, but fluvial in more frequent storm events.

"Urban Coordinating Council Empowerment Neighborhood" means a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

"Urban Enterprise Zones" means a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60 et. seq.

"Urban Redevelopment Area" is defined as previously developed portions of areas:

1. Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
2. Designated as CAFRA Centers, Cores or Nodes;
3. Designated as Urban Enterprise Zones; and
4. Designated as Urban Coordinating Council Empowerment Neighborhoods.

“Water control structure” means a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

“Waters of the State” means the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

“Wetlands” or “wetland” means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

§ 240-3. Design and Performance Standards for Stormwater Management

Measures

- A. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:
 1. The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.
 2. The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.
- B. The standards in this chapter apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules. The stormwater management requirements within this chapter, as they relate to “major development,” supersede other design requirements stipulated in Chapter 175, the Land Use Chapter of the City Code, including but not limited to the following sections:
 1. Article III, Application Requirements and Development Procedures.
 2. Article IV, Development Requirements and Standards.

§ 240-4. Stormwater Management Requirements for Major Development

- A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with § 240-10.
- B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department’s Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlenbergi* (bog turtle).

- C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of § 240-4.P, Q and R:
1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
 2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and
 3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.
- D. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of § 240-4.O, P, Q and R may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:
1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
 2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of § 240-4.O, P, Q and R to the maximum extent practicable;
 3. The applicant demonstrates that, in order to meet the requirements of § 240-4.O, P, Q and R, existing structures currently in use, such as homes and buildings, would need to be condemned; and
 4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under
 5. § 240-4.D.3 above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of § 240-4.O, P, Q and R that were not achievable onsite.
- E. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in § 240-4.O, P, Q and R. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:

<https://dep.nj.gov/stormwater/bmp-manual/>.

F. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this chapter the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

Table 1 Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Cistern	0	Yes	No	--
Dry Well ^(a)	0	No	Yes	2
Grass Swale	50 or less	No	No	2 ^(e) 1 ^(f)
Green Roof	0	Yes	No	--
Manufactured Treatment Device ^{(a) (g)}	50 or 80	No	No	Dependent upon the device
Pervious Paving System ^(a)	80	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Bioretention Basin ^(a)	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Infiltration Basin ^(a)	80	Yes	Yes	2
Small-Scale Sand Filter	80	Yes	Yes	2
Vegetative Filter Strip	60-80	No	No	--

Table 2 Green Infrastructure BMPs for Stormwater Runoff Quantity (or for Groundwater Recharge and/or Stormwater Runoff Quality with a Waiver or Variance from N.J.A.C. 7:8-5.3)				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Bioretention System	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Infiltration Basin	80	Yes	Yes	2
Sand Filter ^(b)	80	Yes	Yes	2
Standard Constructed Wetland	90	Yes	No	N/A
Wet Pond ^(d)	50-90	Yes	No	N/A

Table 3 BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity only with a Waiver or Variance from N.J.A.C. 7:8-5.3				
<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>
<u>Blue Roof</u>	<u>0</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
<u>Extended Detention Basin</u>	<u>40-60</u>	<u>Yes</u>	<u>No</u>	<u>1</u>
<u>Manufactured Treatment Device^(h)</u>	<u>50 or 80</u>	<u>No</u>	<u>No</u>	<u>Dependent upon the device</u>
<u>Sand Filter^(c)</u>	<u>80</u>	<u>Yes</u>	<u>No</u>	<u>1</u>
<u>Subsurface Gravel Wetland</u>	<u>90</u>	<u>No</u>	<u>No</u>	<u>1</u>
<u>Wet Pond</u>	<u>50-90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at § 240-4.O.2;
- (b) designed to infiltrate into the subsoil;
- (c) designed with underdrains;
- (d) designed to maintain at least a 10-foot wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
- (e) designed with a slope of less than two percent;
- (f) designed with a slope of equal to or greater than two percent;
- (g) manufactured treatment devices that meet the definition of green infrastructure at § 240-2;
- (h) manufactured treatment devices that do not meet the definition of green infrastructure at § 240-2.

- G. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with § 240-4..B. Alternative stormwater management measures may be used to satisfy the requirements at § 240-4.O only if the measures meet the definition of green infrastructure at § 240-2. Alternative stormwater management measures that function in a similar manner to a BMP listed at § 240-4. O.2 are subject to the contributory drainage area limitation specified at § 240-4. O.2 for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at § 240-4.O.2 shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with § 240-4.D is granted from § 240-4.O.

- H. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.
- I. Design standards for stormwater management measures are as follows:
 - 1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
 - 2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of § 240-8.C;
 - 3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;
 - 4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at § 240-8; and
 - 5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.
- J. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at § 240-2 may be used only under the circumstances described at § 240-4.O.4.
- K. Any application for a new agricultural development that meets the definition of major development at § 240-2 shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at § 240-4.O, P, Q and R and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.
- L. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at § 240-4.P, Q and R shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.

M. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Office of the Atlantic County Clerk's office. A form of deed notice shall be submitted to the municipality for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at § 240-4.O, P, Q and R and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to § 240-10.B.5. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

N. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to § 240-4 of this chapter and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Atlantic County Clerk's office and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with M above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with M above.

O. Green Infrastructure Standards

1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
2. To satisfy the groundwater recharge and stormwater runoff quality standards at § 240-4.P and Q, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at § 240-4.F. and/or an alternative stormwater management measure approved in accordance with § 240-4.G. The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

<u>Best Management Practice</u>	<u>Maximum Contributory Drainage Area</u>
<u>Dry Well</u>	<u>1 acre</u>
<u>Manufactured Treatment Device</u>	<u>2.5 acres</u>
<u>Pervious Pavement Systems</u>	<u>Area of additional inflow cannot exceed three times the area occupied by the BMP</u>
<u>Small-scale Bioretention Systems</u>	<u>2.5 acres</u>
<u>Small-scale Infiltration Basin</u>	<u>2.5 acres</u>
<u>Small-scale Sand Filter</u>	<u>2.5 acres</u>

3. To satisfy the stormwater runoff quantity standards at § 240-4.R, the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with§ 240-4.G.
4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with § 240-4.D is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with § 240-4.G may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at § 240-4.P, Q and R.
5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at § 240-4.P, Q and R, unless the project is granted a waiver from strict compliance in accordance with § 240-4.D.

P. Groundwater Recharge Standards

1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at § 240-5, either:
 - i. Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
 - ii. Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the projected 2-year storm, as defined and determined pursuant to§ 240-5.D of this chapter is infiltrated.
3. This groundwater recharge requirement does not apply to projects within the “urban redevelopment area,” or to projects subject to 4 below.

4. The following types of stormwater shall not be recharged:

- i. Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than "reportable quantities" as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan approved pursuant to the Administrative Requirements for the Remediation of Contaminated Sites rules, N.J.A.C. 7:26C, or Department landfill closure plan and areas; and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and
- ii. Industrial stormwater exposed to "source material." "Source material" means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

Q. Stormwater Runoff Quality Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.
2. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:
 - i. Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.
 - ii. If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.
3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with 2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.
4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

Table 4 - Water Quality Design Storm Distribution

Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)
1	0.00166	41	0.1728	81	1.0906
2	0.00332	42	0.1796	82	1.0972
3	0.00498	43	0.1864	83	1.1038
4	0.00664	44	0.1932	84	1.1104
5	0.00830	45	0.2000	85	1.1170
6	0.00996	46	0.2117	86	1.1236
7	0.01162	47	0.2233	87	1.1302
8	0.01328	48	0.2350	88	1.1368
9	0.01494	49	0.2466	89	1.1434
10	0.01660	50	0.2583	90	1.1500
11	0.01828	51	0.2783	91	1.1550
12	0.01996	52	0.2983	92	1.1600
13	0.02164	53	0.3183	93	1.1650
14	0.02332	54	0.3383	94	1.1700
15	0.02500	55	0.3583	95	1.1750
16	0.03000	56	0.4116	96	1.1800
17	0.03500	57	0.4650	97	1.1850
18	0.04000	58	0.5183	98	1.1900
19	0.04500	59	0.5717	99	1.1950
20	0.05000	60	0.6250	100	1.2000
21	0.05500	61	0.6783	101	1.2050
22	0.06000	62	0.7317	102	1.2100
23	0.06500	63	0.7850	103	1.2150
24	0.07000	64	0.8384	104	1.2200
25	0.07500	65	0.8917	105	1.2250
26	0.08000	66	0.9117	106	1.2267
27	0.08500	67	0.9317	107	1.2284
28	0.09000	68	0.9517	108	1.2300
29	0.09500	69	0.9717	109	1.2317
30	0.10000	70	0.9917	110	1.2334
31	0.10660	71	1.0034	111	1.2351
32	0.11320	72	1.0150	112	1.2367
33	0.11980	73	1.0267	113	1.2384
34	0.12640	74	1.0383	114	1.2400
35	0.13300	75	1.0500	115	1.2417
36	0.13960	76	1.0568	116	1.2434
37	0.14620	77	1.0636	117	1.2450
38	0.15280	78	1.0704	118	1.2467
39	0.15940	79	1.0772	119	1.2483
40	0.16600	80	1.0840	120	1.2500

5. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (A \times B) / 100,$$

Where

R = total TSS Percent Load Removal from application of both BMPs, and

A = the TSS Percent Removal Rate applicable to the first BMP

B = the TSS Percent Removal Rate applicable to the second BMP.

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in § 240-4.P, Q and R.
7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
10. The stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.

R. Stormwater Runoff Quantity Standards

S.

1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at § 240-5, complete one of the following:
 - i. Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the current and projected 2-, 10-, and 100-year storm events, as defined and determined in § 240-5.C and D, respectively, of this chapter, do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
 - ii. Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the current and projected 2-, 10-, and 100-year storm events, as defined and determined pursuant to § 240-5.C and D, respectively, of this chapter, and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
 - iii. Design stormwater management measures so that the post-construction peak runoff rates for the current and projected 2-, 10-, and 100-year storm events, as defined and determined in § 240-4.C and D, respectively, of this chapter, are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or

- iv. In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with 2.i, ii and iii above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.
3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

§ 240-5. Calculation of Stormwater Runoff and Groundwater Recharge:

A. Stormwater runoff shall be calculated in accordance with the following:

1. The design engineer shall calculate runoff using the following method:

The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 *Part 630, Hydrology National Engineering Handbook*, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds (TR-55)*, dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

<https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=21422>

or at United States Department of Agriculture Natural Resources Conservation Service, New Jersey State Office.

2. For the purpose of calculating curve numbers and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "curve number" applies to the NRCS methodology above at § 240-5.A.1. A curve number or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover has existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).
3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.
4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS *Technical Release 55 - Urban Hydrology for Small Watersheds* or other methods may be employed.

5. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.
- B. Groundwater recharge may be calculated in accordance with the following:

The New Jersey Geological Survey Report GSR-32: A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at:

<https://www.nj.gov/dep/njgs/pricelst/greport/gsr32.pdf>

or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

- C. The precipitation depths of the current two-, 10-, and 100-year storm events shall be determined by multiplying the values determined in accordance with items 1 and 2 below:
1. The applicant shall utilize the National Oceanographic and Atmospheric Administration (NOAA), National Weather Service’s Atlas 14 Point Precipitation Frequency Estimates: NJ, in accordance with the location(s) of the drainage area(s) of the site. This data is available at:

https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=nj; and

2. The applicant shall utilize Table 5: Current Precipitation Adjustment Factors below, which sets forth the applicable multiplier for the drainage area(s) of the site, in accordance with the county or counties where the drainage area(s) of the site is located. Where the major development lies in more than one county, the precipitation values shall be adjusted according to the percentage of the drainage area in each county. Alternately, separate rainfall totals can be developed for each county using the values in the table below.

Table 5: Current Precipitation Adjustment Factors

County	Current Precipitation Adjustment Factors		
	2-year Design Storm	10-year Design Storm	100-year Design Storm
Atlantic	1.01	1.02	1.03

- D. Table 6: Future Precipitation Change Factors provided below sets forth the change factors to be used in determining the projected two-, 10-, and 100-year storm events for use in this chapter, which are organized alphabetically by county. The precipitation depth of the projected two-, 10-, and 100-year storm events of a site shall be determined by multiplying the precipitation depth of the two-, 10-, and 100-year storm events determined from the National Weather Service’s Atlas 14 Point Precipitation Frequency Estimates pursuant to (c)1 above, by the change factor in the table below, in accordance with the county or counties where the drainage area(s) of the site is located. Where the major development and/or its drainage area lies in more than one county, the precipitation values shall be adjusted according to the percentage of the drainage area in each county. Alternately, separate rainfall totals can be developed for each county using the values in the table below.

Table 6: Future Precipitation Change Factors

	Future Precipitation Change Factors		
	2-year	10-year	10-year
	Design Storm	Design Storm	Design Storm
Atlantic	1.22	1.24	1.39

§ 240-6. Sources for Technical Guidance:

- A. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department’s website at:

<https://dep.nj.gov/stormwater/bmp-manual/>.

1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.
2. Additional maintenance guidance is available on the Department’s website at: <https://dep.nj.gov/stormwater/maintenance-guidance/>.

- B. Submissions required for review by the Department should be mailed to:

The Division of Watershed Protection and Restoration, New Jersey Department of Environmental Protection, Mail Code 501-02A, PO Box 420, Trenton, New Jersey 08625-0420.

§ 240-7. Solids and Floatable Materials Control Standards:

- A. Site design features identified under § 240-4.F above, or alternative designs in accordance with § 240-4.G above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, “solid and floatable materials” means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see § 240-7.A.2 below.

1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:
 - i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
 - ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater system floors used to collect stormwater from the surface into a storm drain or surface water body.

- iii. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.

2. The standard in A.1. above does not apply:

- i. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
- ii. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
- iii. Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:
 - a. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
 - b. A bar screen having a bar spacing of 0.5 inches.

Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

- iv. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or
- v. Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

§ 240-8. Safety Standards for Stormwater Management Basins:

- A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This section applies to any new stormwater management BMP.
- B. The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in § 240-8.C.1, § 240-8.C.2, and § 240-8.C.3 for trash racks, overflow grates, and escape provisions at outlet structures.

C. Requirements for Trash Racks, Overflow Grates and Escape Provisions

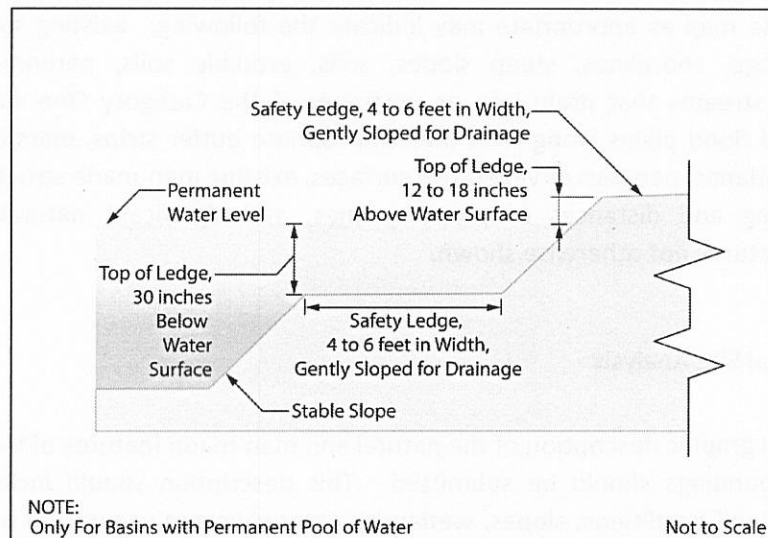
1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:
 - i. The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
 - ii. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;
 - iii. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
 - iv. The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.
2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
 - i. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
 - ii. The overflow grate spacing shall be no greater than two inches across the smallest dimension
 - iii. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.
3. Stormwater management BMPs shall include escape provisions as follows:
 - i. If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to § 240-8.C, a free-standing outlet structure may be exempted from this requirement;
 - ii. Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See VIII.E for an illustration of safety ledges in a stormwater management BMP; and
 - iii. In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.

D. Variance or Exemption from Safety Standard

A variance or exemption from the safety standards for stormwater management BMPs may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.

E. Safety Ledge Illustration

Elevation View –Basin Safety Ledge Configuration



§ 240-9. Requirements for a Site Development Stormwater Plan:

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this chapter, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at § 240-9.C below as part of the submission of the application for approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this chapter.
3. The applicant shall submit 12 copies of the materials listed in the checklist for site development stormwater plans in accordance with § 240-9.C of this chapter

B. Site Development Stormwater Plan Approval

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the municipality's review engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this chapter.

C. Submission of Site Development Stormwater Plan

The following information shall be required:

1. Topographic Base Map

The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

2. Environmental Site Analysis

A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plans

A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan

This plan shall provide a demonstration of how the goals and standards of § 240-4.III through V are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map

The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- i. Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
- ii. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations

- i. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in § 240-4 of this chapter.
- ii. When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of § 240-10.

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this chapter may, in consultation with the municipality's review engineer, waive submission of any of the requirements in § 240-9.C.1 through § 240-9.C.6 of this chapter when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

§ 240-10. Maintenance and Repair:**A. Applicability**

Projects subject to review as in § 240-1.C of this chapter shall comply with the requirements of § 240-10.B and § 240-9.C.

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.
3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
5. If the party responsible for maintenance identified under § 240-10.B.3 above is not a public agency, the maintenance plan and any future revisions based on § 240-10.B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
6. Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.
7. The party responsible for maintenance identified under § 240-10.B.3 above shall perform all of the following requirements:
 - i. maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
 - ii. evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
 - iii. retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by § 240-10.B.6 and B.7 above.

8. The requirements of § 240-10.B.3 and B.4 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.
 9. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.
- C. Nothing in this subsection shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53

§ 240-11. Penalties:

Any person(s) who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this chapter or found to be in violation of the provisions of this chapter shall be subject to the following penalties: a fine not to exceed \$1,000 or imprisonment for a term not to exceed 90 days, or both such fine and imprisonment.

§ 240-12. Severability:

Each section, subsection, sentence, clause and phrase of this chapter is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this chapter to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this chapter.

§ 240-13. When Effective:

This chapter shall take effect upon its final passage and publication as required by law.

Michael Collins, Mayor

Catherine Horn, Commissioner

Maury Blumberg, Commissioner

Board of Commissioners of the City of

Margate City, New Jersey

Ordinances: Adoption – None

Resolutions:

A motion to adopt **Resolution #269-2023**, authorizing bill payments and claims, was put forth by Commissioner Horn, Seconded by Mayor Collins, with a vote of three ayes.

**RESOLUTION #269-2023
PAYMENTS OF CLAIMS
MARGATE CITY BILL LIST / PAYROLL
DECEMBER 7, 2023**

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

BILLS LIST AMOUNT: \$2,023,001.32

PREVIOUSLY PAID: \$ 65,395.06

PAYROLL ACCOUNT – November 30, 2023

CURRENT ACCOUNT \$ 575,621.17

WATER & SEWER \$ 56,548.66

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

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

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 12/07/23
Include Non-Budgeted: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-00430	03/17/22	REMINGTO REMINGTON & VERNICK Contract No: U1700002	2021 Road program admin/observ	Open	517.50	0.00	C
22-00697	05/31/22	REMINGTO REMINGTON & VERNICK Contract No: U1750001	22 State Aid design-Winchester	Open	97.25	0.00	C
22-00906	07/14/22	REMINGTO REMINGTON & VERNICK Contract No: U1790001	Water Meter Projec Pse I admin	Open	134.00	0.00	C
22-01024	09/02/22	REMINGTO REMINGTON & VERNICK Contract No: U1710002	22 Curb & Gutter admin	Open	269.50	0.00	C
22-01439	12/30/22	REMINGTO REMINGTON & VERNICK Contract No: T4660001	Flood Warning & Response Plan	Open	171.00	0.00	C
22-01440	12/30/22	REMINGTO REMINGTON & VERNICK Contract No: T4680001	GIS Hosting Services-Muni Web	Open	168.00	0.00	C
23-00002	01/06/23	NJDIVPEN NJ DIV OF PENSION & BENEFITS	employee health	Open	485,028.47	0.00	B
23-00003	01/09/23	SAMS Sam's Club	Supplies	Open	559.93	0.00	
23-00008	01/09/23	MBA Margate Business Association Contract No: C2300018	MARKETING AND EVENT PLANNING	Open	26,750.00	0.00	C
23-00015	01/09/23	DELTADEN DELTA DENTAL PLAN OF NJ Contract No: C2200002	Employee Dental Ins	Open	885.72	0.00	C
23-00018	01/09/23	SEASIO05 Seaside Serenity Counseling Contract No: C2300003	2023 Employee Assistance Prgm	Open	465.00	0.00	C
23-00025	01/09/23	ABELSLLC Abel's Cleaning Agency, LLC Contract No: C2300010	2023 Janitorial Services	Open	5,752.00	0.00	C
23-00029	01/09/23	VIDEO MOBILE DREDGING VIDEO PIPE INC Contract No: C2300014	2023 Cleaning of Sewer System	Open	11,232.00	0.00	C
23-00031	01/09/23	BRIGHTVI Brightview Landscapes, LLC Contract No: C2300016	2023 Landscaping Maintenance	Open	4,963.16	0.00	C
23-00063	01/10/23	MOSSMANS MOSSMANS BUSINESS MACHINE INC	Copier Contract	Open	98.00	0.00	B
23-00064	01/10/23	OLD CAPE OLD CAPE, INC.	Concrete / Asphalt Mix	Open	410.85	0.00	
23-00065	01/10/23	DOCUTREN Docutrend Inc.	copier contract	Open	109.60	0.00	B
23-00066	01/10/23	VERIZON1 Verizon Wireless	Cellular service 2023	Open	1,868.66	0.00	B
23-00067	01/10/23	VERIZON1 Verizon Wireless	PD Air Cards	Open	397.95	0.00	B
23-00068	01/10/23	VERIZO10 Verizon Connect NWF, Inc.	GPS monitoring	Open	114.00	0.00	B
23-00070	01/10/23	IRONMOUN IRON MOUNTAIN	record storage	Open	1,187.12	0.00	B
23-00071	01/10/23	PITNEY PITNEY BOWES GLOBAL	postage machine rental	Open	949.71	0.00	B
23-00076	01/10/23	HORIZON2 HORIZON EYE CARE PA Contract No: C2200001	Employee Vision Care	Open	1,179.00	0.00	C
23-00098	01/11/23	MARGBDED MARGATE CITY BD OF EDUCATION	School Tax Payments	Open	874,839.84	0.00	B
23-00099	01/11/23	BARRIER BARRIER PEST CONTROL LLC	2023 Exterminating Services	Open	675.00	0.00	
23-00103	01/11/23	AMAZO005 Anazon Capital Services, Inc.	Various Office Supplies	Open	36.63	0.00	
23-00115	01/11/23	AMAZO005 Anazon Capital Services, Inc.	Fire Department Supplies 2023	Open	430.86	0.00	
23-00124	01/12/23	GENTILIN GENTILINI FORD, INC.	Vehicle Parts	Open	734.90	0.00	
23-00126	01/12/23	HOOBER Hoober Inc.	CASE Supplies	Open	335.56	0.00	
23-00154	02/03/23	SUASIO05 Suasion Communications Group	Monthly Communications	Open	585.00	0.00	
23-00160	01/17/23	APERF Anthony Perfetti	CAL Basketball Referee	Open	110.00	0.00	
23-00166	01/17/23	CAPRIONI CAPRIONI PORTABLE TOILETS INC.	Monthly Rental/Serv-Winchester	Open	85.00	0.00	
23-00168	01/17/23	COLONIAL Colonial Electrical Supply Inc	Electrical Hookup - Meter Pgm	Open	176.07	0.00	
23-00177	01/18/23	AE STONE A.E. STONE, INC.	Hot Patch	Open	926.41	0.00	
23-00180	01/19/23	LOWES Lowe's Commercial Services	PW front bathroom	Open	49.37	0.00	

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Purchase Order Listing By P.O. Number

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
23-00187	01/20/23	WB MASON W.B. MASON CO., INC.	PW Building Supplies	Open	122.07	0.00	
23-00188	01/20/23	WB MASON W.B. MASON CO., INC.	Clerk's Office Supplies 2023	Open	58.28	0.00	
23-00218	01/26/23	G MEDOFF Geraldine Medoff	Tai-Chi & Chair Yoga Classes	Open	350.00	0.00	
23-00219	01/26/23	M JEWITT Margaret Jewitt	Exercise Class	Open	350.00	0.00	
23-00277	02/06/23	MGLFORMS MGL PRINTING SOLUTIONS	Clerk's office	Open	683.00	0.00	
23-00281	02/07/23	HORIZON3 Horizon Healthcare	Horizon Healthcare FSA fees	Open	25.00	0.00	B
23-00297	02/07/23	ACPRESS4 Press of Atlantic City	Margate Planning Announcements	Open	84.68	0.00	
23-00312	02/09/23	REVENUEG Coronis Health ROM, LLC	ambulance transport billing	Open	2,099.67	0.00	
23-00335	02/15/23	ACUA ATLANTIC COUNTY UTILITIES AUTH	2023 Water Testing	Open	205.94	0.00	
23-00336	02/15/23	ACUA ATLANTIC COUNTY UTILITIES AUTH	2023 Trash / Recycle	Open	76,972.07	0.00	
23-00370	02/27/23	MANOS Manos Law Firm, LLC.	2023 Planning Bd solicitor	Open	1,500.00	0.00	C
		Contract No: C2300021					
23-00467	02/01/23	PRIMEPOI Primepoint LLC	Payroll & HR processing	Open	2,232.00	0.00	B
23-00599	04/18/23	CEDAR005 Cedar Townhouses Condo	PLANNING ESCROW P270	Open	520.00	0.00	
23-00633	04/25/23	AMAZ0005 Amazon Capital Services, Inc.	Misc Supplies	Open	149.99	0.00	
23-00641	04/26/23	PROSHRED Proshred of Southern NJ	2023 Spring Shred Event	Open	800.00	0.00	
23-00676	05/01/23	REMINGTO REMINGTON & VERNICK	NJEIT/Water Meter Replacement	Open	98.00	0.00	C
		Contract No: T4710001					
23-00681	02/02/23	REMINGTO REMINGTON & VERNICK	Sig Rimm Batting Cages-Admin	Open	566.00	0.00	C
		Contract No: U1760002					
23-00683	05/03/23	REMINGTO REMINGTON & VERNICK	2022 Road Program- Admin/Obser	Open	280.75	0.00	C
		Contract No: U1780002					
23-00688	05/03/23	REMINGTO REMINGTON & VERNICK	Library Park Bldg & Site Eval	Open	917.00	0.00	C
		Contract No: T4640001					
23-00689	05/03/23	REMINGTO REMINGTON & VERNICK	Sig Rimm Basketball Ct design	Open	423.50	0.00	C
		Contract No: U1870001					
23-00691	05/03/23	REMINGTO REMINGTON & VERNICK	FY23 NJDOT-Winchester design	Open	16,070.00	0.00	C
		Contract No: U1840001					
23-00692	05/03/23	REMINGTO REMINGTON & VERNICK	2023 Road Program-design	Open	18,485.50	0.00	C
		Contract No: U1830001					
23-00694	05/03/23	REMINGTO REMINGTON & VERNICK	FY23 DOT Atlantic Ave paint	Open	612.00	0.00	C
		Contract No: U1850001					
23-00695	05/03/23	REMINGTO REMINGTON & VERNICK	Adams Ave Storm Sewer Pump	Open	698.50	0.00	C
		Contract No: U1860001					
23-00742	05/12/23	BWSTEST0 B.W.Stetson & Sons LLC	Coffe Supplies	Open	207.00	0.00	B
23-00747	06/01/23	OCEANCOM Ocean Computer Group, Inc.	IT Managed Service	Open	6,750.00	0.00	C
		Contract No: C2300026					
23-00775	05/19/23	SCHWAAB SCHWAAB, INC	Commissioner Signature stamps	Open	130.47	0.00	
23-00810	05/25/23	JAMES B James Barkalow III	Mens League Referee	Open	390.00	0.00	
23-00812	05/25/23	CHRIS K CHRIS KANE	Mens League Referee	Open	505.00	0.00	
23-00814	05/25/23	JORDAN D Jordan Davis	Mens League Referee	Open	220.00	0.00	
23-00816	05/25/23	KELLI J Kelli A. Johnson	Mens League Referee	Open	305.00	0.00	
23-00823	05/26/23	COREM005 Core & Main LP	1,789 water meters- phase 2	Open	30,750.00	0.00	C
		Contract No: C2300029					
23-00829	06/20/23	J SCOTT John Scott Abbott, Esq.	City Solicitor6/20/23-12/31/23	Open	9,084.00	0.00	C
		Contract No: C2300028					
23-00853	06/06/23	AMAZ0005 Amazon Capital Services, Inc.	PW Supplies	Open	435.67	0.00	
23-00888	06/14/23	WB MASON W.B. MASON CO., INC.	WB Mason Court supplies	Open	179.83	0.00	
23-00949	06/27/23	ALLEG005 Allegra Marketing Print & Mail	Letterhead/cards	Open	262.50	0.00	
23-00961	06/29/23	OVERH005 Overhead Door Corporation	Door Repairs	Open	398.15	0.00	
23-01019	07/13/23	VERIZON1 Verizon Wireless	DATA DEVICES/ ROUTERS	Open	260.32	0.00	
23-01037	07/18/23	REMINGTO REMINGTON & VERNICK	Sigmund Rimm Restroom design	Open	1,435.50	0.00	C
		Contract No: U1880001					

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
23-01050	07/21/23	REMINGTON & VERNICK Contract No: U1890001	Citywide dredging permit Phs 2	Open	1,020.50	0.00	C
23-01056	08/03/23	DEBLASIO & ASSOCIATES Contract No: C2300032	Muni Bldg interior-engineer	Open	3,400.00	0.00	C
23-01076	07/27/23	CM 3 CM3 BUILDING SOLUTIONS, INC.	HVAC Historic City Hall/Sta. 1	Open	15,454.00	0.00	
23-01080	07/28/23	ACCUSCAN	Digital Storage	Open	350.00	0.00	
23-01106	08/07/23	ROGER MC ROGER D. McLarnon	Reimbursement	Open	49.63	0.00	
23-01112	08/01/23	ATLANCARE Contract No: C2300035	Atlanticare Physician Group PA Medical surveillance 8/1-12/31	Open	1,743.00	0.00	C
23-01114	08/08/23	POWER D	Power DMS	Open	5,247.59	0.00	
23-01116	08/08/23	OCEANCOM	Ocean Computer Group, Inc. Computer and printers	Open	765.37	0.00	
23-01161	08/23/23	STEVE010	Stevenson Supply Co., Inc. W/S - Meter Setters	Open	7,037.91	0.00	
23-01170	08/25/23	CLEANAIR	CLEAN AIR COMPANY, INC. Repairs to Q-24 Exhaust Drop	Open	415.40	0.00	
23-01186	08/30/23	CONTRACTOR	Contractor Service Repair	Open	197.04	0.00	
23-01195	09/01/23	ACSHULTI Contract No: U1820000	A.C. SCHULTES, INC. Redevelopment of well #8	Open	14,406.00	0.00	C
23-01196	09/01/23	TRAFFIC LINES, INC. Contract No: U1850000	Traffic Lines, Inc. Atlantic Ave Bike Lane Paint	Open	881.00	0.00	C
23-01197	09/05/23	REMINGTON & VERNICK Contract No: T4750001	REMINGTON & VERNICK NJEI finance Lead Service Line	Open	765.00	0.00	C
23-01198	09/05/23	REMINGTON & VERNICK Contract No: T4760001	REMINGTON & VERNICK Municipal Bldg Cost Estimates	Open	8,691.00	0.00	C
23-01204	09/07/23	PULSE005	Pulse Medical Solutions LLC EMT Refresher Classes - MCFD	Open	1,320.00	0.00	
23-01233	09/15/23	ALPHA	Alpha Youth Sports, Inc. Soccer Coach Training	Open	1,005.00	0.00	
23-01240	11/14/23	ROBERT J. Nawrocki	Robert J. Nawrocki Zoom recorder- court	Open	100.00	0.00	B
23-01251	09/22/23	RSACC	Rich Saccoccia Mens League Referee	Open	186.00	0.00	
23-01265	09/27/23	NAT0010	National Highway Products Inc. Traffic Maintenance Supplies	Open	1,630.50	0.00	
23-01270	09/27/23	AMAZON005	Amazon Capital Services, Inc. Rescue Equipment Police Dept.	Open	533.06	0.00	
23-01291	10/01/23	FORKED Contract No: C2300037	FORKED RIVER DIESEL & GENERATOR Generator service 10/-12/31/24	Open	7,124.00	0.00	C
23-01304	10/13/23	HOMED308	Home Depot Credit Services City Hall	Open	41.88	0.00	
23-01306	10/13/23	DMCGIN	Dan McGinnis Mens League Referee	Open	110.00	0.00	
23-01312	10/16/23	AMAZON005	Amazon Capital Services, Inc. Tape Measures	Open	199.90	0.00	
23-01319	10/17/23	CM 3 CM3 BUILDING SOLUTIONS, INC.	CM3 BUILDING SOLUTIONS, INC. Removal Make up air unit	Open	8,183.00	0.00	
23-01325	10/17/23	ACTION U	ACTION UNIFORM CO. LLC 2023 Fall Uniform	Open	180.00	0.00	
23-01328	09/07/23	REMINGTON & VERNICK Contract No: U1750002	REMINGTON & VERNICK FY22 State Aid- admin & observ	Open	2,425.00	0.00	C
23-01329	09/07/23	REMINGTON & VERNICK Contract No: U1820002	REMINGTON & VERNICK Well #8 admin & observation	Open	1,251.75	0.00	C
23-01332	10/20/23	10SFR005	10 S Frontenac LLC refund escrow balance P2022-04	Open	477.00	0.00	
23-01338	10/23/23	YOOS	YOOS TREE SERVICE CHERRY TREE PRUNING	Open	775.00	0.00	
23-01349	11/02/23	BROWN BROWN Contract No: C2300039	BROWN & BROWN Metro, LLC Health Broker December 2023	Open	1,041.67	0.00	C
23-01352	10/26/23	BSNSPORT	BSN Sports, LLC Basketball and Cones	Open	493.88	0.00	
23-01353	10/26/23	PIERCE005	Pierce Apparel LLC Basketball Uniforms	Open	3,300.00	0.00	
23-01359	10/27/23	LUCKY	082022, LLC Staff Gear	Open	650.80	0.00	
23-01361	10/27/23	PBC Contract No: C2300040	PROFESSIONAL BENEFIT Health Broker December 2023	Open	1,041.67	0.00	C
23-01362	10/27/23	OCEANCOM	Ocean Computer Group, Inc. 2 Laser Jet printers	Open	5,195.72	0.00	
23-01376	10/31/23	CM 3 CM3 BUILDING SOLUTIONS, INC.	CM3 BUILDING SOLUTIONS, INC. Removal of H/C ventilator	Open	3,292.00	0.00	
23-01378	10/31/23	MGLFORMS	MGL PRINTING SOLUTIONS 1000 W&S window Envelopes	Open	149.00	0.00	
23-01383	11/02/23	ESPOS	ESPOS Law Enforcement, LLC Training Course	Open	885.00	0.00	
23-01385	11/03/23	UNITED R	UNITED ROTARY BRUSH CORP Tymo 435 - Sweeper Brooms	Open	3,996.22	0.00	
23-01393	11/06/23	USABLUE	USA BLUEBOOK Chlorine Pumps	Open	3,039.83	0.00	

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

Page No: 4

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
23-01398	11/08/23	ACPRESS	PRESS OF ATLANTIC CITY	2023 Tax Sale Advertising	Open	1,197.36	0.00
23-01401	11/09/23	PIG CORP	New Pig Corporation	Spill Kit for PW Gas Pumps	Open	967.71	0.00
23-01406	11/13/23	4IMPRO05	4imprint, Inc.	200 backpacks- wellness	Open	5,289.89	0.00
23-01409	11/13/23	TACTICAL	TACTICAL PUBLIC SAFETY LLC	Replacement Portable Radio	Open	3,132.93	0.00
23-01410	11/14/23	TRACEY	Tracey Blake	Gymnastics Classes	Open	540.00	0.00
23-01411	11/14/23	CALBB	Cape Atlantic Basketball Leagu	League Fees	Open	1,825.00	0.00
23-01412	11/14/23	CATHE010	Catherine Horn	Reimbursement NJLM	Open	70.00	0.00
23-01413	11/14/23	FORDSCOT	FORD, SCOTT & ASSOCIATES, LLC	Professional Services	Open	3,800.00	0.00
23-01414	11/15/23	SCHAE005	Schaefer Fireworks, Inc.	2024 July 4th fireworks	Open	9,181.25	0.00
23-01416	11/15/23	BATTERY	Batteries Plus Bulbs	Batteries for FD SCBA Masks	Open	51.12	0.00
23-01417	11/16/23	EASTERN	EASTERN SIGN COMPANY	Decals for W/S Trucks	Open	135.00	0.00
23-01419	11/16/23	JESSE005	JESSE WEINER	Beach Badge Change Fund	Open	100.00	0.00
23-01420	11/16/23	METER	The Meter Guy, LLC.	Replaced Display well 9	Open	2,075.00	0.00
23-01423	11/16/23	VINCE010	Vincent J. Morrison	Acting Judge	Open	300.00	0.00
23-01424	11/16/23	WB MASON	W.B. MASON CO., INC.	file folders- finance office	Open	173.62	0.00
23-01425	11/17/23	PHOENIX	Phoenix Advisors, LLC.	Municipal Advisor Series	Open	21,680.00	0.00
23-01426	11/17/23	SITEONE	SITEONE LANDSCAPE SUPPLY LLC	Fertilizer	Open	240.75	0.00
23-01428	11/20/23	IMPACT00	IMPACT TECHNOLOGY SOLUTION LLC	Court Video Arrangement	Open	1,260.00	0.00
23-01429	11/20/23	CODY	CODY COMPUTER SERVICES, INC	Cloud Hosting Service	Open	2,446.23	0.00
23-01430	11/20/23	ROBER040	Robert J. Nawrocki	Zoom Recorder	Open	200.00	0.00
23-01431	11/21/23	CAPEA005	Cape Atlantic Conservation Dis	Application for Soil Erosion	Open	655.00	0.00
23-01432	11/21/23	COLUM005	Column Software, PBC	General Legal Notice	Open	280.94	0.00
23-01433	11/21/23	PERSONNE	PERSONNEL CONCEPTS, INC.	Compliance Management Subscrip	Open	729.85	0.00
23-01434	11/21/23	TACTICAL	TACTICAL PUBLIC SAFETY LLC	Replacement Damaged FD Radio	Open	3,132.93	0.00
23-01437	11/22/23	MAS MOD	MAS Modern Marketing Inc.	Fire Prevention Materials Pens	Open	1,697.81	0.00
23-01438	11/22/23	WITMER	Witmer Public Safety Group Inc	MSA Altair Gas Detector Sensor	Open	769.50	0.00
23-01439	11/22/23	DANIELAD	DANIEL E. ADAMS	Fire Department Supplies	Open	163.00	0.00
23-01442	11/28/23	SUNBELT	Sunbelt Rentals, Inc.	Sod Cutter Rental - Ballfield	Open	125.50	0.00
23-01444	11/28/23	USABLUE	USA BLUEBOOK	Pump Station Supplies	Open	103.81	0.00
23-01446	11/28/23	CITYLIFE	MARGATE CITY LIFEGUARD PENSION	Lifeguard Pension contribution	Open	100,000.00	0.00
23-01447	11/29/23	DELPHI	Delphi Body works, Inc.	Bucket Truck Repair - M48	Open	230.43	0.00
23-01453	11/30/23	ESO	ESO Solutions, INC	Annual Software Agreement	Open	8,791.00	0.00
23-01463	12/01/23	IAAO	IAAO	Membership Dues 2024	Open	240.00	0.00
23-01465	12/04/23	GFOA	GFOA of NJ	2024 Membership- CFO	Open	100.00	0.00
23-01467	12/04/23	PROVCODE	Provco Decatur LLC	Refund escrows blk 225 lot 68	Open	143,553.92	0.00
23-01468	12/04/23	CITYCUR	CITY OF MARGATE CURRENT ACCT	Inspection escrow I2022-01	Open	800.00	0.00
Total Purchase Orders: 152 Total P.O. Line Items: 0 Total List Amount: 2,023,001.32 Total Void Amount: 0.00							

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

Page No: 5

Totals by Year-Fund	Fund	Budget Total	Revenue Total	G/L Total	Total
Fund Description					
APPROPRIATIONS	2-01	473.00	0.00	0.00	473.00
APPROPRIATIONS	3-01	1,718,860.96	0.00	0.00	1,718,860.96
	3-05	21,311.48	0.00	0.00	21,311.48
Year Total:		1,740,172.44	0.00	0.00	1,740,172.44
	C-04	46,312.66	0.00	0.00	46,312.66
	C-06	51,615.59	0.00	0.00	51,615.59
Year Total:		97,928.25	0.00	0.00	97,928.25
	G-01	30,750.00	0.00	0.00	30,750.00
	T-09	7,135.91	0.00	0.00	7,135.91
	T-14	146,541.72	0.00	0.00	146,541.72
Year Total:		153,677.63	0.00	0.00	153,677.63
Total of All Funds:		2,023,001.32	0.00	0.00	2,023,001.32

City of Margate
Additional Bill List - Previously Paid

For meeting on

12/7/2023

Current Fund	PO #	Vendor	Description	Amount	Date Paid	Check #
	23-00109	SI Gas	Various Gas bills	\$ 5,041.60	11/17/2023	90422
	23-00106	AC Electric	Various Street lights	\$ 22,121.13	11/15/2023	90362
	23-00106	AC Electric	Various Street lights	\$ 180.37	11/17/2023	90420
	23-00107	AC Electric	Various Temp bills	\$ 198.69	11/17/2023	90421
	23-00105	AC Electric	Various Elec bills	\$ 16,936.75	11/17/2023	90419
	23-01422	Insurance Agencies, Inc	Accident Renewal	\$ 2,676.00	11/20/2023	90423
	23-00028	Reliance Standard	Life and AD&D Ins	\$ 471.79	11/20/2023	90424
	23-00500	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 116.85	11/20/2023	E-90430
	23-00501	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 218.45	11/20/2023	90431
	23-00502	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 116.85	11/20/2023	90435
	23-00503	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 116.85	11/20/2023	90429
	23-00504	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 146.71	11/20/2023	90432
	23-00505	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 146.71	11/20/2023	90434
	23-00506	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 146.71	11/20/2023	90438
	23-00507	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 146.71	11/20/2023	90439
	23-00508	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 284.89	11/20/2023	90425
	23-00509	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 284.89	11/20/2023	90428
	23-00510	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 153.39	11/20/2023	90433
	23-00511	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 116.85	11/20/2023	90436
	23-00512	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 284.89	11/20/2023	90427
	23-00513	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 238.56	11/20/2023	90426
	23-00514	COMCAST	SCADA INTERNET VARIOUS LOCATIONS	\$ 119.94	11/20/2023	90437
	23-00338	Pitney Bowes Power Purchase	Postage refill	\$ 53.68	11/20/2023	90440
	23-01443	NJ Economic Development Authority	Application for purchase of property	\$ 1,000.00	11/28/2023	90441

Total Current Account

\$ 51,317.26

Water and Sewer

PO #	Vendor	Description	Amount	Date Paid	Check #
23-00108	AC Electric	W/S elec bills	\$ 14,077.80	11/17/2023	64902

Total Water Sewer

\$ 14,077.80

Total Paid All Funds

\$ 65,395.06

A motion to adopt **Resolution #270-2023**, authorizing payment to Colmar Home Center, was put forth by Commissioner Horn, Seconded by Mayor Collins, with a vote of two ayes. Mayor Colins abstained from vote.

RESOLUTION #270-2023
AUTHORIZED PAYMENT - COLMAR HOME CENTER

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

COLMAR HOME CENTER

\$6,943.97

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.

A motion to adopt **Resolution #271-2023**, authorizing transfer of excess funds within budget appropriations, was put forth by Commissioner Horn, Seconded by Mayor Collins, with a vote of three ayes.

R E S O L U T I O N # 271-2023

Authorizing a Transfer of Budget Appropriations

Whereas, for the fiscal year 2023 there exists a need to transfer excess funds from certain budgetary appropriations to appropriations with inadequate funds; and

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

Whereas, the amount to be transferred is \$13,086.81 as evidenced by the following list of appropriation transfers as prepared by the Chief Financial Officer:

FROM			TO		
Budget Account	Account Number	Amount	Budget Account	Account Number	Amount
Lifeguards - Memberships & Dues	3-01-28-380-202	71.22	Lifeguards S&W - Regular	3-01-28-380-101	71.22
Beachfront Maintenance - Misc	3-01-28-381-207	515.59	Lifeguards S&W - Regular	3-01-28-380-101	515.59
Electric	3-01-31-430-201	12,500.00	Street Lighting	3-01-31-435-201	12,500.00
		\$ 13,086.81			\$ 13,086.81

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

- 1. Lisa McLaughlin, CFO

Consent Agenda:

A motion to adopt the Consent Agenda for **Resolution #272-2023 thru Resolution #294-2023**, was put forth by Commissioner Horn, Seconded by Mayor Collins, with a vote of three ayes.

Commissioner Blumberg: For the record it is resolutions #272-2023 thru Resolution #294-2023, not 2024 resolutions as stated when motion made.

RESOLUTION #272-2023

APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT FOR THE FY 2023 FEMA FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM FOR THE MINNIE CREEK RESILIENCY PROJECT

WHEREAS, the Federal Emergency Management Agency (FEMA) makes federal funds available through the Flood Mitigation Assistance Program to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP); and

WHEREAS, the Flood Mitigation Assistance Program strengthens national preparedness and resilience and supports the mitigation mission through FEMA's strategic goal of building a culture of preparedness; and

WHEREAS, this program is available to municipalities in the State of New Jersey; and

WHEREAS, this grant program requires a 25 percent local match; and

WHEREAS, the City of Margate City carefully considers grant programs that assist the City in achieving projects and programs that are priorities for the community; and

WHEREAS, the Flood Mitigation Assistance Program may fund structure elevation, infrastructure improvements, and flood migration planning among other priorities; and

WHEREAS, actions taken through this Program may result in lower flood insurance premiums through the Community Rating System, increase ratables, and improved resiliency.

NOW, THEREFORE, BE IT RESOLVED that Commissioners of the City of Margate City, County of Atlantic, State of New Jersey formally approves that grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to submit a grant application to the Federal Emergency Management Agency.

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

RESOLUTION #273-2023

AUTHORIZING AWARD OF CONTRACT FOR IT SERVICES TO MEET MEL/JIF CYBER MINIMUM REQUIREMENTS FOR MARGATE CITY MUNICIPAL FACILITIES

WHEREAS, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey are desirous of outsourcing information technology services to improve cybersecurity of Margate City Municipal Facilities; and

WHEREAS, Roger McLarnon, Qualified Purchasing Agent, submitted a letter of recommendation on November 17, 2023 that the contract be awarded to Ocean Computer Group, Inc., 90 Matawan Rd., Suite 105, Matawan, NJ 07747 for information technology services to improve cybersecurity of Margate City Municipal Facilities and comply with JIF/Mel cybersecurity requirements in the amount of \$45,309.38; and

WHEREAS, the Chief Financial Officer has certified to the Commission that there are funds in an amount not to exceed \$45,309.38 available under account Technology 04-2023 C- 04-55-990-902 for the purpose of this contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Margate City is duly authorized to accept the proposal from Ocean Computer Group, Inc., 90 Matawan Rd., Suite 105, Matawan, NJ 07747 for information technology services to improve cybersecurity of Margate City Municipal Facilities for \$45,309.38.

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

1. Lisa McLaughlin, Chief Financial Officer
2. Ocean Computer Group, Inc., 90 Matawan Rd., Suite 105, Matawan, NJ 07747
3. Roger McLarnon, Qualified Purchasing Agent

Certification Of Availability of Funds

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

Contract Amount: 45,309.38
Resolution Date: 12/07/23
Resolution Number: 273-2023

Vendor: OCEANCOM Ocean Computer Group, Inc.
90 Matawan Rd.
Ste. 105
Matawan, NJ 07747

Contract: C2300042 IT Services to Meet MEL/JIF
Cyber Minimum Requirements

Account Number	Amount	Account Description
C-04-55-990-902	45,309.38	Technology 04-2023
Total	45,309.38	

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

Lisa McLaughlin
Chief Financial Officer

**RESOLUTION #274-2023
AUTHORIZING THE PURCHASE OF TYMCO
MODEL 435 SWEEPER AND CAB/CHASSIS EQUIPMENT
THROUGH SOURCEWELL
COOPERATIVE PURCHASING SYSTEM**

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

WHEREAS, the Board of Commissioners of the City of Margate City desire to purchase a Tymco Model 435 Sweeper and Cab/Chassis Equipment through Tymco, Inc., 225 East Industrial Boulevard, Waco, Texas 76705, an authorized vendor under the Sourcwell Cooperative Purchasing System, contract #122017-TYM; and

WHEREAS, Patrick Power, the Assistant Superintendent of Public Works, recommends the purchasing Tymco Model 435 Sweeper and Cab/Chassis Equipment, to be awarded to Tymco, Inc., 225 East Industrial Boulevard, Waco, Texas 76705, in the amount of \$227,765.00; and

WHEREAS, the Chief Financial Officer has certified to the Margate City Board of Commissioners that there are sufficient funds in the amount not to exceed \$227,765.00 available under Ordinance #12-2023 account C-04-55-991-907 for approval of this purchase.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey does hereby authorize the purchasing of a Tymco Model 435 Sweeper and Cab/Chassis Equipment in the amount not to exceed \$227,765.00.

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

1. Lisa McLaughlin, Chief Financial Officer
2. Frank Ricciotti, Superintendent of Public Works
3. Roger McLarnon, Qualified Purchasing Agent
4. Tymco, Inc., 225 East Industrial Boulevard, Waco, Texas 76705

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Contract:

TYMCO MODEL 435 SWEEPER WITH CAB/CHASSIS EQUIPMENT
Soucewell Contract #122017-TYM

Resolution #: 274-2023

Resolution Date: December 7, 2023

Vendor:

Tymco, Inc.,
225 East Industrial Boulevard
Waco, Texas 76705

Contract Amount:

\$227,765.00

Source of Funds:

Capital Ordinance 12-2023 C-04-55-991-907 \$227,765.00

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

12/7/2023

Date

**RESOLUTION #275-2023
AUTHORIZING THE PURCHASE UNDER STATE CONTRACT
2024 FORD F250 CAB FOUR WHEEL DRIVE PICKUP TRUCK**

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

WHEREAS, the Board of Commissioners of the City of Margate City desire to purchase a 2024 Ford F250 Cab Four Wheel Drive Pickup Truck for the Public Works Department of the City of Margate City from an authorized vendor under the State of New Jersey State Contract; and

WHEREAS, Assistant Publics Works Superintendent, Pat Power, recommends the purchasing of a 2024 Ford F250 Cab Four Wheel Drive Pickup Truck under New Jersey State Contract #A88726, T210 to be awarded to Cherry Hill Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034 in the amount of \$61,344.00; and

WHEREAS, the Chief Financial Officer has certified to the Margate City Board of Commissioners that there are sufficient funds in the amount not to exceed \$61,344.00 available under Ordinance 13-2023 account C-06-55-918-903 for the award of this contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey does hereby authorize the purchase of a 2024 Ford F250 Cab Four Wheel Drive Pickup Truck under State Contract #A882726, T210 from Cherry Hill Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034 in the amount not to exceed \$61,344.00.

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

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

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Contract:

2024 FORD F250 PICKUP TRUCK
New Jersey State Contract #A88726, T210

Resolution #: 275-2023

Resolution Date: December 7, 2023

Vendor:

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

Contract Amount:

\$61,344.00

Source of Funds:

Capital Ordinance 13-2023 C-06-55-918-903 \$61,344.00

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

12/7/2023

Date

RESOLUTION #276-2023

**AUTHORIZING THE PURCHASE UNDER STATE CONTRACT
2024 FORD F250 CAB FOUR WHEEL DRIVE PICKUP TRUCK**

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

WHEREAS, the Board of Commissioners of the City of Margate City desire to purchase a 2024 Ford F250 Cab Four Wheel Drive Pickup Truck for the Public Works Department of the City of Margate City from an authorized vendor under the State of New Jersey State Contract; and

WHEREAS, Assistant Publics Works Superintendent, Pat Power, recommends the purchasing of a 2024 Ford F250 Cab Four Wheel Drive Pickup Truck under New Jersey State Contract #A88726, T210 to be awarded to Cherry Hill Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034 in the amount of \$80,101.00; and

WHEREAS, the Chief Financial Officer has certified to the Margate City Board of Commissioners that there are sufficient funds in the amount not to exceed \$80,101.00 available under Ordinance

13-2023 account C-06-55-918-903 for the award of this contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey does hereby authorize the purchase of a 2024 Ford F250 Cab Four Wheel Drive Pickup Truck under State Contract #A882726, T210 from Cherry Hill Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034 in the amount not to exceed \$80,101.00.

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

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

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Contract:
2024 FORD F250 PICKUP TRUCK
New Jersey State Contract #A88726, T210

Resolution #: 276-2023
Resolution Date: December 7, 2023

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

Contract Amount:
\$80,101

Source of Funds:

Capital Ordinance 13-2023 C-06-55-918-903 \$80,101.00

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

12/7/2023
Date

RESOLUTION #277-2023
AUTHORIZING AWARD OF CONTRACT TO PRIMEPOINT, LLC
TO PROVIDE PAYROLL, TIME & LABOR, AND HRMS SERVICES

WHEREAS, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey desire to have a company provide payroll, time & labor and human resource service; and

WHEREAS, Primepoint, LLC, 2 Springside Road, Westhampton, NJ 08060, has submitted a three year proposal, for January 1, 2024 through December 31, 2026, in which the agreement shall not exceed \$44,000 for payroll processing, time and labor tracking, and human resource management each year; and

WHEREAS, Chief Financial Officer, Lisa McLaughlin as well as Qualified Purchasing Agent, Roger McLarnon recommend awarding the contract to Primepoint, LLC, 2 Springside Road, Westhampton, NJ 08060; and

WHEREAS, the Chief Financial Officer has certified to the City Commissioners that there are sufficient funds in the amount not to exceed \$32,000 available under Dir Office Finance - Payroll/ACA Service 4-01-20-130-250 and \$12,000 under Financial Admin-HR Costs 3-01-20-135-401 for award of this contract.

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 a contract be awarded to Primepoint, LLC, 2 Springside Road, Westampton, NJ 08060 effective January 1, 2024 through December 31, 2026 as per the November 20, 2023 proposal.

BE IT FURTHER RESOLVED that the City Clerk is authorized to advertise the award of contract according to law in the Atlantic City

Press and to forward a certified copy of this resolution to the following:

1. Primepoint, LLC, 2 Springside Road, Westampton, NJ 08060
2. Lisa McLaughlin, Chief Financial Officer
3. Roger McLarnon, Qualified Purchasing Agent

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Contract:

Payroll, Time & Labor, and HRMS Services

Vendor:

Primepoint, LLC
2 Springside Road
Westampton, NJ 08060

Contract Amount: \$44,000.00

Resolution Date: 12/7/2023

Resolution #: 277-2023

Source of Funds:

Dir Office Finance - Payroll/ACA Service	4-01-20-130-250	\$32,000
Financial Admin- HR Costs	3-01-20-135-401	\$12,000

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

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

12/7/2023
Date

RESOLUTION #278-2023
APPROVING THREE YEAR EMPLOYMENT AGREEMENT
WITH SUSAN MARINO AS RECREATION LEADER IN
THE RECREATION DEPARTMENT

WHEREAS, Susan Marino currently serves as a Recreation Aide of the Recreation Department and has worked full-time with the City of Margate City since October 8, 2009; and

WHEREAS, it is in the best interest of the City of Margate City that as of January 1, 2024 Susan Marino serves as a Margate City's Recreation Leader.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Susan Marino as Margate City's Recreation Leader be approved.

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

1. Kelle Amodeo, Personnel Assistant
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk
4. Susan Marino, Recreation Leader

EMPLOYMENT AGREEMENT

WITH SUSAN MARINO

This Employment Agreement is made between Susan Marino (herein after "Marino") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2023.

WHEREAS Marino will serve as the Recreation Leader beginning January 1, 2024, and has worked full-time with the City of Margate since October 8, 2009.

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

NOW, THEREFORE pursuant to Resolution No. ____ of 2023 duly approved by the Board of Commissioners of the City of Margate City on December 7, 2023, the parties agree as follows;

1. TERM OF AGREEMENT.

This agreement shall cover the time period of January 1, 2024 through December 31, 2026.

2. HEALTH INSURANCE.

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

3. VACATION.

Marino shall receive Fifteen (15) seven-hour vacation days annually for calendar years 2024, 2025, and 2026. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Marino retire during the term of this agreement she shall be entitled to receive compensation for any unused vacation days credited to her only for the year in which she retires.

4. SICK TIME.

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

5. HOLIDAYS.

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

6. OVERTIME.

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

7. LONGEVITY. Marino shall not be entitled to longevity for the calendar years 2024, 2025, and 2026.

8. **BASE PAY** Marino shall be paid a base pay of \$48,088.00 for 2024 and \$49,290.00 for 2025 and a base pay of \$50,522.00 for 2026.
9. **FULLY BARGAINED AGREEMENT.**

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

10. **GOVERNING LAW.**

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

11. **ACKNOWLEDGMENT.**

BY SIGNING THIS AGREEMENT, MARINO STATES THAT:

- A. SHE HAS READ IT;
- B. SHE AGREES WITH EVERYTHING CONTAINED HEREIN;
- C. SHE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HER OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;
- D. SHE HAS BEEN GIVEN WHAT SHE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;
- E. SHE HAS BEEN ADVISED THAT SHE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,
- F. SHE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HER FREE WILL.

Susan Marino

Date

THE CITY OF MARGATE,
ATLANTIC COUNTY, NEW JERSEY

Michael Collins
Mayor

Date

ATTEST:

Johanna Casey, RMC

**RESOLUTION #279-2023
APPROVING THREE YEAR EMPLOYMENT AGREEMENT
WITH JESSE WEINER AS RECREATION LEADER IN
THE RECREATION DEPARTMENT**

WHEREAS, Jesse Weiner currently serves as a Recreation Aide of the Recreation Department, and has worked full-time with the City of Margate City since July 6, 2021; and

WHEREAS, as of January 1, 2024 it is in the best interest of the City of Margate City that Jesse Weiner become a Recreation Leader.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Jesse Weiner as Recreation Leader of Margate City's Recreation Department be approved.

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

1. Jesse Weiner, Recreation Leader
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk
4. Kelle Amodeo, Personnel Assistant

EMPLOYMENT AGREEMENT

WITH JESSE WEINER

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

WHEREAS Weiner will serve as the Recreation Leader beginning January 1, 2024, and has worked full-time with the City of Margate since July 6, 2021.

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

NOW, THEREFORE pursuant to Resolution No. ____ of 2023 duly approved by the Board of Commissioners of the City of Margate City on December 7, 2023, the parties agree as follows;

3. TERM OF AGREEMENT.

This agreement shall cover the time period of January 1, 2024 through December 31, 2026.

4. HEALTH INSURANCE.

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

3. VACATION.

Weiner shall receive Twelve (12) seven-hour vacation days annually for calendar years 2024, 2025, and 2026. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Weiner retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to his only for the year in which she retires.

4. SICK TIME.

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

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

5. HOLIDAYS.

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

6. OVERTIME.

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

7. LONGEVITY. Weiner shall not be entitled to longevity for the calendar years 2024, 2025, and 2026.

8. BASE PAY Weiner shall be paid a base pay of \$46,048.00 for 2024 and \$47,199.00 for 2025 and a base pay of \$48,379.00 for 2026.

9. FULLY BARGAINED AGREEMENT.

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

10. GOVERNING LAW.

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

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, WEINER STATES THAT:

- G. HE HAS READ IT;
- H. HE AGREES WITH EVERYTHING CONTAINED HEREIN;
- I. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;
- J. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;
- K. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,
- L. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Jesse Weiner

Date

THE CITY OF MARGATE,
ATLANTIC COUNTY, NEW JERSEY

Michael Collins

Date

Mayor

ATTEST:

Johanna Casey, RMC

**RESOLUTION #280-2023
APPROVING THREE YEAR EMPLOYMENT AGREEMENT
WITH JOSEPH MARCHIANI AS RECREATION LEADER IN
THE RECREATION DEPARTMENT**

WHEREAS, Joseph Marchiani currently serves as a Recreation Leader of the Recreation Department, and has worked full-time with the City of Margate City since February 28, 2022; and

WHEREAS, it is in the best interest of the City of Margate City that as of January 1, 2024 Joseph Marchiani continues as Recreation Leader.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Joseph Marchiani as Recreation Leader of Margate City's Recreation Department be approved.

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

1. Joseph Marchiani, Recreation Leader
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk
4. Kelle Amodeo, Personnel Assistant

**EMPLOYMENT AGREEMENT
WITH JOSEPH MARCHIANI**

This Employment Agreement is made between Joseph Marchiani (herein after "Marchiani") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2023.

WHEREAS Marchiani will serve as the Recreation Leader beginning January 1, 2024, and has worked full-time with the City of Margate since February 28, 2022.

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

NOW, THEREFORE pursuant to Resolution No. ____ of 2023 duly approved by the Board of Commissioners of the City of Margate City on December 7, 2023, the parties agree as follows;

5. TERM OF AGREEMENT.

This agreement shall cover the time period of January 1, 2024 through December 31, 2026.

6. HEALTH INSURANCE.

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

3. VACATION.

Marchiani shall receive Twelve (12) seven-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Marchiani retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to his only for the year in which he retires.

4. SICK TIME.

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

5. HOLIDAYS.

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

6. OVERTIME.

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

- 7. LONGEVITY.** Marchiani shall not be entitled to longevity for the calendar years 2024, 2025, and 2026.

- 8. BASE PAY** Marchiani shall be paid a base pay of \$56,248.00 for 2024 and \$57,654.00 for 2025 and a base pay of \$59,096.00 for 2026.

9. FULLY BARGAINED AGREEMENT.

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

10. GOVERNING LAW.

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

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, MARCHIANI STATES THAT:

M. HE HAS READ IT;

N. HE AGREES WITH EVERYTHING CONTAINED HEREIN;

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

- P. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;
- Q. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,
- R. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Joseph Marchiani

Date

THE CITY OF MARGATE,
ATLANTIC COUNTY, NEW JERSEY

Michael Collins
Mayor

Date

ATTEST:

Johanna Casey, RMC

RESOLUTION #281-2023
APPROVING THREE YEAR EMPLOYMENT AGREEMENT
WITH DONNA CASEY AS RECREATION PROGRAM COORDINATOR IN
THE RECREATION DEPARTMENT

WHEREAS, Donna Casey currently serves in the Recreation Department, and has worked full-time with the City of Margate City since January 1, 2019; and

WHEREAS, it is in the best interest of the City of Margate City that as of January 1, 2024 Donna Casey serve as Margate City’s Recreation Program Coordinator.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Donna Casey as Recreation Program Coordinator of Margate City’s Recreation Department be approved.

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

- 1. Donna Casey, Recreation Coordinator
- 2. Lisa McLaughlin, Chief Financial Officer
- 3. Colleen Dorsey, Payroll Clerk
- 4. Kelle Amodeo, Personnel Assistant

EMPLOYMENT AGREEMENT**WITH DONNA CASEY**

This Employment Agreement is made between Donna Casey (herein after "Casey") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2023.

WHEREAS Casey will serve as the Recreation Program Coordinator beginning January 1, 2024, and has worked full-time with the City of Margate since October 8, 2009.

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

NOW, THEREFORE pursuant to Resolution No. ____ of 2023 duly approved by the Board of Commissioners of the City of Margate City on December 7, 2023, the parties agree as follows;

7. TERM OF AGREEMENT.

This agreement shall cover the time period of January 1, 2024 through December 31, 2026.

8. HEALTH INSURANCE.

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

3. VACATION.

Casey shall receive Fifteen (15) seven-hour vacation days annually for calendar years 2024, 2025, and 2026. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Casey retire during the term of this agreement she shall be entitled to receive compensation for any unused vacation days credited to her only for the year in which she retires.

4. SICK TIME.

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

5. HOLIDAYS.

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

6. OVERTIME.

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

7. LONGEVITY. Casey shall not be entitled to longevity for the calendar years 2024, 2025, and 2026.**8. BASE PAY** Casey shall be paid a base pay of \$63,000.00 for 2024 and \$64,575.00 for 2025 and a base pay of \$66,189.00 for 2026.**9. FULLY BARGAINED AGREEMENT.**

This agreement contains all of the promises and understandings of Casey and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent

written agreement signed by Casey and the City with the approval of the governing body.

10. GOVERNING LAW.

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

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, CASEY STATES THAT:

- S. SHE HAS READ IT;
- T. SHE AGREES WITH EVERYTHING CONTAINED HEREIN;
- U. SHE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HER OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;
- V. SHE HAS BEEN GIVEN WHAT SHE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;
- W. SHE HAS BEEN ADVISED THAT SHE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,
- X. SHE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HER FREE WILL.

Donna Casey

Date

THE CITY OF MARGATE,
ATLANTIC COUNTY, NEW JERSEY

Michael Collins

Date

Mayor

ATTEST:

Johanna Casey, RMC

**RESOLUTION #282-2023
APPROVING THREE YEAR EMPLOYMENT AGREEMENT
WITH MARIANNE CHRISTIAN AS RECREATION PROGRAM COORDINATOR IN
THE RECREATION DEPARTMENT**

WHEREAS, Marianne Christian currently serves as Recreation Program Coordinator in the Recreation Department, and has worked full-time with the City of Margate City since January 1, 2009; and

WHEREAS, it is in the best interest of the City of Margate City that as of January 1, 2024 Marianne Christian continues to serve as Recreation Program Coordinator.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Marianne Christian as Recreation Program Coordinator of Margate City's Recreation Department be approved.

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

1. Marianne Christian, Recreation Program Coordinator
2. Lisa McLaughlin, Chief Financial Officer
3. Colleen Dorsey, Payroll Clerk
4. Kelle Amodeo, Personnel Assistant

EMPLOYMENT AGREEMENT

WITH MARIANNE CHRISTIAN

This Employment Agreement is made between Marianne Christian (herein after "Christian") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2023.

WHEREAS Christian will serve as the Recreation Program Coordinator beginning January 1, 2024, and has worked full-time with the City of Margate since January 1, 2009.

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

NOW, THEREFORE pursuant to Resolution No. ____ of 2023 duly approved by the Board of Commissioners of the City of Margate City on December 7, 2023, the parties agree as follows;

9. TERM OF AGREEMENT.

This agreement shall cover the time period of January 1, 2024 through December 31, 2026.

10. HEALTH INSURANCE.

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

3. VACATION.

Christian shall receive Twenty-one (21) seven-hour vacation days annually for calendar years 2024, 2025, and 2026. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Christian retire during the term of this agreement she shall be entitled to receive compensation for any unused vacation days credited to her only for the year in which she retires.

4. SICK TIME.

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

5. HOLIDAYS.

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

6. OVERTIME.

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

- 7. LONGEVITY.** Christian longevity has been included in her base pay and she will no longer be entitled to an annual payment.

- 8. BASE PAY** Christian shall be paid a base pay of \$99,605.00 for 2024 and \$101,605.00 for 2025 and a base pay of \$108,605.00 for 2026.

9. FULLY BARGAINED AGREEMENT.

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

10. GOVERNING LAW.

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

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, CHRISTIAN STATES THAT:

Y. SHE HAS READ IT;

Z. SHE AGREES WITH EVERYTHING CONTAINED HEREIN;

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

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

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

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

Marianne Christian

Date

THE CITY OF MARGATE,
ATLANTIC COUNTY, NEW JERSEY

Michael Collins

Date

Mayor

ATTEST:

Johanna Casey, RMC

**RESOLUTION #283-2023
APPROVING THREE YEAR EMPLOYMENT AGREEMENT
WITH ANTHONY EDGE AS SENIOR SANITATION INSPECTOR IN
THE PUBLIC WORKS DEPARTMENT**

WHEREAS, Anthony Edge has worked full time for the Department of Public Works since October 1, 2004, and has worked full-time as a Senior Sanitation Inspector in Public Works with the City of Margate City since January 1, 2023; and

WHEREAS, it is in the best interest of the City of Margate City that as of January 1, 2024 Anthony Edge continues to serve as Senior Sanitation Inspector.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with Anthony Edge as Senior Sanitation Inspector of Margate City’s Public Works be approved.

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

- 1. Anthony Edge, Senior Sanitation Inspector
- 2. Lisa McLaughlin, Chief Financial Officer
- 3. Colleen Dorsey, Payroll Clerk
- 4. Kelle Amodeo, Personnel Assistant

EMPLOYMENT AGREEMENT
WITH ANTHONY EDGE

This Employment Agreement is made between Anthony Edge (herein after “Edge”) and the City of Margate (herein after “City”), a municipal corporation of the State of New Jersey, as set forth this 7th day of December, 2023.

WHEREAS Edge will serve as the Sr. Sanitation Inspector beginning January 1, 2024, and has worked full-time with the City of Margate since October 1, 2004.

WHEREAS, both the City and Edge desire to memorialize in writing an agreement pertaining to Edge continuing to serve in this position as Sr. Sanitation Inspector and vendor liaison.

NOW, THEREFORE pursuant to Resolution No. of 2023 duly approved by the Board of Commissioners of the City of Margate City on December 7, 2023, the parties agree as follows;

11. TERM OF AGREEMENT.

This agreement shall cover the time period of January 1, 2024 through December 31, 2026.

12. HEALTH INSURANCE.

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

3. VACATION.

Edge shall receive Twenty-three (23) seven-hour vacation days annually for calendar years 2024, 2025, and 2026. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Edge retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to his only for the year in which she retires.

4. SICK TIME.

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

5. HOLIDAYS.

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

6. OVERTIME.

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

7. LONGEVITY. Edge longevity has been included in his base pay and shall no longer be considered an annual payment.**8. BASE PAY** Edge shall be paid a base pay of \$94,700.00 for 2024 and \$102,700.00 for 2025 and a base pay of \$110,700.00 for 2026.**9. FULLY BARGAINED AGREEMENT.**

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

10. GOVERNING LAW.

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

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, EDGE STATES THAT:

EE.HE HAS READ IT;

FF.HE AGREES WITH EVERYTHING CONTAINED HEREIN;

- GG. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;
- HH. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;
- II. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,
- JJ. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Anthony Edge

Date

THE CITY OF MARGATE,
ATLANTIC COUNTY, NEW JERSEY

Michael Collins

Date

Mayor

ATTEST:

Johanna Casey, RMC

RESOLUTION #284-2023

**AUTHORIZING AMENDMENT TO THE CONSERVATION EASEMENT BETWEEN
THE CITY OF MARGATE AND THE NEW JERSEY HISTORIC
TRUST REGARDING LUCY PARK AND LUCY THE ELEPHANT**

WHEREAS, the Board of Commission approved Resolution #97-2023 on April 20, 2023, Authorizing the Conservation Easement Between the City of Margate and the New Jersey Historic Trust Regarding Lucy Park and Lucy the Elephant; and

WHEREAS, said Conservation Easement provides that the Grantor (City of Margate) agrees to, among other things, assume the cost of continued maintenance and repair of the subject property so as to preserve the architectural, historical and/or archaeological integrity of the subject property and that no activity shall be undertaken to affect historically significant exterior or interior features and for which said Conservation Easement shall commence for a period of 15 years from date of filing with the Atlantic County Clerk; and

WHEREAS, the City of Margate has determined that it is in the best interest of the general public as well as the City to maintain the Lucy the Elephant property located at 9200 Atlantic Avenue, Margate New Jersey, and as such the grant of the requested Conservation Easement serves a good and valid public purpose; and

WHEREAS, State Historic Preservation Office desires to amend previous agreement to include annual report form and an easement request for approval form.

NOW, THEREFORE, BE IT RESOLVED that City of Margate, a NJ Municipality (the "Grantor") shall execute amendment to the Conservation Easement with the New Jersey Historic Trust (the "Grantee").

BE IT FURTHER RESOLVED, that the Mayor of Margate is authorized, directed, and empowered to take such action and execute and deliver such document in such form as he deems to be in the best interests of Lucy the Elephant including without limitation the execution and delivery of a Revised Conservation Easement.

BE IT FURTHER RESOLVED by the Board of Commissioners of the City of Margate City, Atlantic County, New Jersey, that it does authorize the Mayor to execute the Amended Conservation Easement between the City of Margate and The New Jersey Historic Trust regarding Lucy Park and Lucy the Elephant for the preservation of Lucy the Elephant.

**RESOLUTION #285-2023
AUTHORIZING APPOINTMENT OF SPECIAL TAX COUNSEL
HANK ROVILLARD, ESQUIRE, LLC**

WHEREAS, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey has determined it has a need for a Special Tax Attorney to assist with tax appeals and other tax related matters; and

WHEREAS, Hank N. Rovillard, Esquire, LLC, 31 N. Brighton Avenue, Atlantic City, NJ 08401, has submitted a proposal dated November 22, 2023 to perform the above services and has demonstrated that he has the necessary experience and qualifications to perform same; and

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

WHEREAS, the Chief Financial Officer has certified to the City Commissioners that there are sufficient funds in an amount not to exceed \$25,000.00 available under Tax Assessor- Tax Court Legal 4-01-20-150-220, to award a contract. Amounts for future years are contingent upon sufficient funds being appropriated.

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

1. The Mayor is hereby authorized to execute and the City Clerk to attest to a contract in an amount not to exceed \$25,000.00 between the City of Margate and Hank N. Rovillard, Esquire, L.L.C., 31 N. Brighton Avenue, Atlantic City, NJ 08401, for the performance of tax appeals and other tax related matters for the year 2024.
2. Legal services shall be billed at the rate of \$135.00 per hour.
3. A notice of this action shall be printed once in the Press of Atlantic City.

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

1. Lisa McLaughlin, Chief Financial Officer
2. James Manghan, Tax Assessor
3. Hank Rovillard, Esquire, 31 N. Brighton Avenue, Atlantic City, NJ 08401

Certification of Availability of Funds

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

Contract Amount: 25,000.00
Resolution Date: 12/07/23
Resolution Number: 285-2023

Vendor: ROVILLAR HANK ROVILLARD, ESQ., LLC
31 NORTH BRIGHTON AVENUE
ATLANTIC CITY, NJ 08401

Contract: C2400011 2024 Special Tax Counsel

Account Number	Amount	Account Description
4-01-20-150-220	\$25,000.00	Tax Assessor- Tax Court Legal
Only amounts for the 2023 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.		

Lisa McLaughlin
Chief Financial Officer

RESOLUTION #286-2023

AUTHORIZING SHARED SERVICE AGREEMENT BETWEEN THE OFFICE OF EMERGENCY MANAGEMENT FOR THE CITY OF VENTNOR, THE CITY OF MARGATE AND THE BOROUGH OF LONGPORT FOR THE OPERATION OF A MOBILE COMMAND TRAILER OBTAINED THROUGH A STATE OF NEW JERSEY LEAP GRANT

WHEREAS, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey approved Resolution #50-2022, February 17, 2022, authorizing City of Ventnor to apply for a LEAP Implementation Grant for the purpose to enter into a shared services agreement for a mobile command trailer; and

WHEREAS, the City of Margate City and the participating municipalities of City of Ventnor and Borough of Longport propose to enter into a shared service agreement, but face certain expenses associated with implementation that present a burden to the local units; and

WHEREAS, the attached is the agreement which establishes and memorializes said agreement between the participating local units.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Margate City, in the County of Atlantic, State of New Jersey does hereby join with City of Ventnor and Borough of Longport in shared service agreement for the operation of the Mobile Command Trailer obtained through a State of New Jersey LEAP Grant.

**SHARED SERVICES AGREEMENT BETWEEN THE OFFICES OF EMERGENCY
MANAGEMENT FOR THE CITY OF VENTNOR, THE CITY OF MARGATE, AND
THE BOROUGH OF LONGPORT FOR THE OPERATION OF A MOBILE
COMMAND TRAILER OBTAINED THROUGH A STATE OF NEW JERSEY LEAP
GRANT.**

WHEREAS, the City of Ventnor, City of Margate and Borough of Longport are authorized pursuant to NJSA 40A:65-1, et seq., to share certain services and functions exercised or performed by a local unit pursuant to law and may enter into a "shared service" agreement to jointly provide services which are memorialized by agreement between the participating local units; and

WHEREAS, the parties have recognized a need for their respective Offices of Emergency Management to establish and maintain a mobile command post/filed office from which to command emergency incidents or large planned events while maintaining records and communications within proximity of the event; and

WHEREAS, the combined Offices of Emergency Management for the parties involved will equip the mobile unit with the necessary elements whereby the mobile command trailer can efficiently operate as a mobile emergency operations center. The parties agree as follow:

a. Specific assignment of responsibility:

Each city has been tasked with providing office fixtures, furniture, paper goods and hardware to pre-stage administrative materials to allow for immediate deployment of the mobile unit. The participating agencies of Ventnor, Margate and Longport OEM offices will provide agency specific IT equipment, documentation caches and mobile communications gear to operate independently. Each agency has mutual aid agreements in place to allow for ability to form task groups for large scale incidents and to run training exercises.

b. "Start-up" and in-kind contributions

Following the awarding of the grant and the purchasing of the trailer unit the coordinators of the agencies involved shall meet to divide up the purchasing of required elements from the existing budgets of each unit.

c. Salaries and employee benefits remain the responsibility of the parent municipality of each staff member under existing individual municipal agreements or union contracts.

d. Discussions on necessary materials needed to equip and staff the mobile unit will be determined on an annual basis at a joint meeting of the participating agencies. This meeting will be hosted by Ventnor OEM as the lead agency in the grant.

e. Office supplies

As stated above.

f. Clerical work (support services)

N/A

g. Capital expenditures.

None currently planned.

h. Cost modification procedures

All modifications to the trailer unit have been completed under the initial purchasing agreement between the participating agencies.

2. Administration

a. Unit(s) responsible for services

Each agency is responsible for replacing logistical items used during training or operations.

b. Control over responsible units

Quarterly and post event inspections will be completed by a team of members assigned from each participating agency.

c. Citizen inquiries and complaint resolution

Shall be addressed to the OEM Coordinators

d. Addition of new participants

None currently planned but the group is open to requests from interested municipal emergency agencies.

e. Liability issues and responsibility

The unit will be insured by the City of Ventnor through the Atlantic County Joint Insurance Fund.

3. Maintenance will be addressed on an as needed basis with all participating agencies responsible for 1/3 the cost of necessary or agreed upon maintenance / upgrades.

4. Staffing and Personnel: Each agency shall be responsible for staffing incidents in their jurisdiction.

a. Utilization of personnel

i. All use of personnel will follow the principles of ICS and the NIMS concepts.

b. All employees shall at all times remain employees of their respective agency and subject to the Policies and Procedures of same.

5. Property Arrangements

The storing of the unit will be determined on an as needed basis w/ Ventnor City Fire Station #2 being the current location of the trailer.

6. Monitoring and Evaluation

The unit will be inspected quarterly and after each use.

7. Duration

a. Length of service agreement

This agreement is for the life of the unit or the dissolution of the Office of Emergency Management agreement between the partner cities.

b. Amendment

Proposed amendments shall be subject to approval by the parties Governing Bodies.

c. Dispute Resolution

Disputes shall be decided by a majority vote.

d. Termination

Any of the parties may withdraw from the agreement by notifying the other parties in writing within 90 days of the end of the calendar year.

This agreement is effective as of the date of the Mayor's signature.

ATTEST:

CITY OF VENTNOR CITY

Lisa Hand, City Clerk

Lance B. Landgraf, Jr. - Mayor

DATE: _____

ATTEST:

CITY OF MARGATE CITY

, City Clerk

- Mayor

DATE: _____

ATTEST:

BORO OF LONGPORT

, City Clerk

- Mayor

DATE: _____

**RESOLUTION #287-2023
APPROVING THREE YEAR EMPLOYMENT AGREEMENT
WITH PATRICK POWER AS PUBLIC WORKS SUPERINTENDENT**

WHEREAS, Patrick Power currently serves as Assistant Public Works Superintendent of the Public Works Department, has done so since October 1, 2019, and has worked full-time with the City of Margate since July 23, 2001; and

WHEREAS, Patrick Powers has the certifications for the position of Public Works Superintendent; and

WHEREAS, the Public Works Superintendent has retired and Patrick Power has been Acting Public Works Superintendent; and

WHEREAS, it is in the best interest of the City of Margate City that Patrick Power advance to the position of Public Works Superintendent effective January 1, 2024.

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

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

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

PUBLIC WORKS SUPERINTENDENT

EMPLOYMENT AGREEMENT

WITH PATRICK S. POWER

This employment Agreement is made between Patrick S. Power (herein after "Power") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this ____ day of _____, 2024

WHEREAS, Power currently serves as the Assistant Public Works Superintendent of the City, and has done so since October 1, 2019 without additional compensation for his promotion and,

WHEREAS, both the City and Power desire to memorialize in writing an agreement pertaining to Power continuing to serve in this position until the 1st of January, 2024 where he will be elevated to the position of Public Works Superintendent,

NOW, THEREFORE pursuant to Resolution No. ____ of 2023 duly approved by the Board of Commissioners of the City of Margate City on December 7, 2023, the parties agree as follows;

13. TERM OF AGREEMENT.

This agreement shall cover the time period of January 1st, 2024 through December 31, 2026.

14. HEALTH INSURANCE.

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

3. VACATION.

Power shall receive twenty (20) eight hour vacation days annually for calendar years 2024, 2025, and 2026. Unused vacation shall be forfeited if not used by December 31 of the year following the year in which days are credited.

4. SICK TIME.

Power shall be entitled to fifteen (15) sick days annually.

5. HOLIDAYS.

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

6. OVERTIME.

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

7. LONGEVITY. Power longevity has been included in his base pay and will no longer be considered an annual payment.

8. BASE PAY Power shall be paid a base pay of \$165,000 for 2024, \$169,000 for 2025, and \$173,000 for 2026.

9. FULLY BARGAINED AGREEMENT.

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

10. GOVERNING LAW.

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

11. ACKNOWLEDGEMENT.

BY SIGNING THIS AGREEMENT, POWER STATES THAT:

- A. HE HAS READ IT;
- B. HE AGREES WITH EVERYTHING CONTAINED HEREIN;
- C. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;
- D. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;
- E. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,
- F. HE HAS SIGNED THIS AGREEMENT KNOWINLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Patrick Power
THE CITY OF MARGATE,
ATLANTIC COUNTY, NEW JERSEY

Date

Michael Collins
Mayor
ATTEST:

Date

Johanna Casey, RMC

**RESOLUTION #288 -2023
AUTHORIZING AWARD OF CONTRACT FOR
PROFESSIONAL BILLING SERVICES WITH
CORONIS HEALTH, RCM, LLC**

WHEREAS, there exists a need for the City of Margate City, in the County of Atlantic, State of New Jersey to retain Medical Third Party Billing services; and

WHEREAS, Resolution #288-2021 awarded contract for Medical Third Party Billing Service to Coronis Health, RCM for three years with annual approval by the Board of Commissioners; and

WHEREAS, the City of Margate City desires to continue contract with Coronis Health RCM, LLC, a Coronis Health Company, 50 Route 9 North, Building B, Morganville, NJ 07751; for a fee of seven (7%) of amount collected; and

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

WHEREAS, the Chief Financial Officer has certified to the City Commissioners that there are adequate funds available for the purpose of contract in the following account: Ambulance Billing 4-01-25-261-201 \$25,000.00 contingent upon funds being appropriated in the 2024 budget; and

WHEREAS, this contract shall take effect January 1, 2024 and continue through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Clerk are authorized to execute and to attest to an agreement between the City of Margate City and Coronis Health RCM, LLC, 50 Route 9 North, Building B, Morganville, NJ 07751.

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

- A. Coronis Health RCM, LLC (Attn: Steven Loures, President)
- B. Lisa McLaughlin, Chief Financial Officer
- C. Daniel Adams, Fire Chief

Certification Of Availability of Funds

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

Contract Amount: 25,000.00
Resolution Date: 12/7/23
Resolution Number: 288-2023

Vendor: REVENUEG Coronis Health RCM, LLC
5963 Exchange Drive
Sykesville, MD 21784

Contract: C2100055 Medical Billing Services

Account Number	Amount	Account Description
4-01-25-261-201	25,000.00	AMBULANCE BILLING
Total	25,000.00	

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

Lisa McLaughlin
Chief Financial Officer

**RESOLUTION #289-2023
AUTHORIZING BILLING ADJUSTMENTS FOR
2023 TAX BILLING**

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

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

WHEREAS, this accounting adjustment is to be paid in two payments unless otherwise noted.

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

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

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

CERTIFICATION OF 2023 PROPERTY TAX UNDERBILLING

I, Tara J. Mazza, Tax Collector of the City of Margate City, County of Atlantic, State of New Jersey, do hereby certify that the below listed properties have been underbilled for property taxes as there were errors in the tax billing file for map changes.

Block & Lot	Address	Amount Underbilled	Due date(s)
2.01 4	107 S Barclay Ave.	6731.75	4/1/24
9 22	111 S Iroquois Ave.	25,760.06	4/1/24
112.01 3.01	21 S Knight Ave.	6395.64	4/1/24
125 34 C0001	26 S Benson Ave.	9,894.06	4/1/24
128 71	9408-12 Ventnor Ave.	3,299.60	12/1/23 & 1/2/24
131 11	9708-9710 Ventnor Ave.	3,826.65	12/29/23
227 316 C0001	18 N Washington Ave.	2,677.08	12/1/23 & 1/2/24
315 10	103 N Osborne Ave.	2,292.84	12/1/23 & 1/2/24
323 20 C0001	105 N Wilson Ave.	2,968.22	12/1/23 & 1/2/24
330 412 C0001	112 N Madison Ave.	3,458.98	12/1/23 & 1/2/24
425 150.01	222 N Benson Ave.	4,225.10	12/29/23

RESOLUTION #290-2023
AUTHORIZING AWARD OF CONTRACT FOR
HVAC SERVICE AND MAINTENANCE FOR MARGATE CITY MUNICIPAL
FACILITIES THROUGH
CAMDEN COUNTY EDUCATIONAL SERVICE COMMISSION COOPERATIVE
PRICING AGREEMENT TO CM3 BUILDING SOLUTIONS, INC.

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

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

WHEREAS, CM3 Building Solutions, Inc. is a participating member of the Camden County Cooperative Pricing Agreement #66CCEPS and has submitted a proposal for HVAC Service and Maintenance for Margate City Municipal Facilities in the amount of \$48,832.00; and

WHEREAS, the Chief Financial Officer has certified to the Commission that there are funds in an amount not to exceed \$48,832.00 are available under Building and Grounds-Repairs & Maintenance 4-01-26-310-242 for the purpose of this contract. Amounts for future years is contingent upon sufficient funds being appropriated.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Margate City is duly authorized to accept the proposal from CM3 Building Solutions, Inc. for HVAC Service and Maintenance for Margate City Municipal Facilities for \$48,832.00.

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

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

Certification of Availability of Funds

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

Contract Amount: 48,832.00
Resolution Date: 12/07/23
Resolution Number: 290-2023

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

Contract: C2400012 2024 HVAC & Service
Maintenance- Muni Facilities

Account Number	Amount	Account Description
4-01-26-310-242	\$48,832.00	Buildings & Grounds- Repairs & Maintenance
Only amounts for the 2023 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.		

Lisa McLaughlin
Chief Financial Officer

RESOLUTION #291-2023
AUTHORIZING THE PURCHASE UNDER STATE CONTRACT
2023 DODGE RAM 1500 CLASSIC TRADESMAN 4X4 QUAD CAB 6'4" BOX PICKUP TRUCK

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

WHEREAS, the Board of Commissioners of the City of Margate City, New Jersey desires to purchase a 2023 Dodge Ram 1500 Classic Tradesman 4x4 Quad Cab 6'4" Box Pickup Truck for the City of Margate City Beach Patrol from an authorized vendor under a State of New Jersey State Contract; and

WHEREAS, Fire Chief, Daniel Adams, recommends the purchase of a 2023 Dodge Ram 1500 Classic Tradesman 4x4 Quad Cab 6'4" Box Pickup Truck under NJ State Contract #17-FLEET-00210, (T2099), be awarded to Hertrich Fleet Service, Inc., 1427 Bay Road, Milford, DE 19963 in the amount of \$39,171.25; and

WHEREAS, the Chief Financial Officer has certified to the City Commissioners that there are sufficient funds in the amount not to exceed \$39,171.25 available under Bond Ordinance #12-2023 C-04-55-991-903 for the award of this contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey does hereby authorize the purchase of a 2023 Dodge Ram 1500 Classic Tradesman 4x4 Quad Cab 6'4" Box Pickup Truck under State of New Jersey State Contract#17-FLEET-00210, (T2099) from Hertrich Fleet Service, Inc., 1427 Bay Road, of Milford, DE in the amount not to exceed \$39,171.25.

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

1. Hertrich Fleet Service, Inc, 1427 Bay Road, of Milford, DE 19963
2. Lisa McLaughlin, Chief Financial Officer
3. Daniel Adams, Fire Chief

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Contract:

2024 DODGE RAM PICKUP TRUCK WITH EXTENDED CAB
New Jersey State Contract #17-FLEET-00210, T2099

Resolution #: 291-2023

Resolution Date: December 7, 2023

Vendor:

Hertrich Fleet Services, Inc.
1427 Bay Road
Milford, DE 19963

Contract Amount:

\$39,171.25

Source of Funds:

Capital Ordinance 12-2023 C-04-55-991-903 \$39,171.25

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

12/7/2023

Date

**RESOLUTION #292-2023
AUTHORIZING THE PURCHASE OF
2023 SPARTAN METRO STAR 1250 GPM PUMPER THROUGH HGAC
COOPERATIVE PURCHASING SYSTEM**

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

WHEREAS, the Board of Commissioners of the City of Margate City desire to purchase a Spartan Metro Star 1250 GPM Pumper from Spartan Fire, LLC, 907 7th Avenue, North Brandon, South Dakota 57005, an authorized vendor under HGAC Cooperative Purchasing System, contract #FS12-19; and

WHEREAS, Dan Adams, Fire Chief, recommends the purchasing of a Spartan Metro Star 1250 GPM Pumper be awarded to Spartan Fire, LLC, 907 7th Avenue, North Brandon, South Dakota 57005, in the amount of \$758,426.00; and

WHEREAS, the Chief Financial Officer has certified to the Margate City Board of Commissioners that there are sufficient funds in the amount not to exceed \$758,426.00 available under Ordinance #12-2023 account C-04-55-991-902 award of this contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey does hereby authorize the purchasing of a Spartan Metro Star 1250 GPM Pumper in the amount not to exceed \$758,426.00.

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

1. Lisa McLaughlin, Chief Financial Officer
2. Frank Ricciotti, Superintendent of Public Works
3. Roger McLarnon, Qualified Purchasing Agent
4. Spartan Fire, LLC, 907 7th Avenue, North Brandon, South Dakota 57005

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Contract:
SPARTAN PUMPER METRO STAR 1250 GPM
HGAC Cooperative #FS12-19

Resolution #: 292-2023
Resolution Date: December 7, 2023

Vendor:
Spartan Fire, LLC
907 7th Avenue
Brandon, SD 57005

Contract Amount:
\$758,426.00

Source of Funds:

Capital Ordinance 12-2023 C-04-55-991-902 \$758,426.00

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

12/07/2023
Date

RESOLUTION #293-2023
AUTHORIZING APPOINTMENT OF
LIFEGUARD PENSION COMMITTEE BOARD MEMBER
CHARLES COLLINS

WHEREAS, the Board of Commissioners of the City of Margate City, Atlantic County, State of New Jersey have determined that it is necessary to appoint a Lifeguard Pension Board Member; and

WHEREAS, pursuant to City of Margate City Ordinance #1987-16 an Ordinance Providing for the Margate Pension Plan for Lifeguards, the Requirements for Membership, Retirement, Funding and Pension Committee, the Mayor with the advice and consent of the governing body shall appoint a Pension Committee Board Member; and

WHEREAS, Charles Collins, 6 Exeter Court, Margate, NJ has the necessary experience and qualifications to perform the duties of Lifeguard Pension Committee Member; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Margate City, County of Atlantic and State of New Jersey that Charles Collins is hereby appointed Lifeguard Pension Committee Board Member for the Margate City Lifeguard Pension Committee for a term of four years commencing October 24, 2023.

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

1. Richard Patterson, Lifeguard Pension Committee Board President
2. Lisa McLaughlin, Chief Financial Officer
3. Charles Collins, 6 Exeter Court, Margate, NJ 08402

**RESOLUTION #294-2023
AUTHORIZING THE OPPOSITION OF
A-5659
2023 League Resolution (V.2)**

WHEREAS: Local Government is facing the largest budget increase for property/casualty insurance since the mid-1980s; and

WHEREAS: The property/casualty budget for the typical municipality has already experienced a 20% to 25% increase since 2021 and will experience another 12% to 20% increase in 2024; and

WHEREAS: New Jersey now has the highest workers' compensation premium rates in the country based on data from the U.S. Bureau of Labor Statistics; and

WHEREAS: Workers' Compensation escalated because New Jersey judges are now reopening cases up to four and five times, whereas in the past they rarely reopened a case more than once; and

WHEREAS: Workers' Compensation also escalated because of a 2021 Department of Labor decision that directed workers' compensation to pay many accidental disability claims that previously were paid by the pension plans; and

WHEREAS: Another recent law created a presumption that firefighters diagnosed with cancer are eligible for workers' compensation; and

WHEREAS: During the COVID 19 Pandemic, the Legislature approved a law that made COVID contracted by first responders and essential employees compensable under New Jersey's workers' statute resulting in the COVID cost per employee being the second highest in the country; and

WHEREAS: Liability has increased because of the erosion of Title 59 protections in New Jersey's courts. Judges are now reluctant to grant summary judgement dismissing even frivolous claims because of the 2021 New Jersey Supreme Court decision in Gonzalez v. Jersey City; and

WHEREAS: The recent amendment in the sexual molestation statute of limitations also increased Title 59 liability costs. In some cases, towns are being sued based on allegations going back to the 1970s; and

WHEREAS: Property premiums are increasing rapidly because the world-wide frequency of large natural disasters has almost tripled since 2000. New Jersey alone was hit with Hurricane Irene in 2011, Superstorm Sandy in 2012 and Tropical Storm Ida in 2021; and

WHEREAS: Property insurance premiums are also indexed to replacement values that have jumped because of supply chain issues and the labor shortage; and

WHEREAS: Cyber liability premiums have more than doubled in recent years. Organizations without strong cyber risk controls are finding it difficult to purchase any coverage.

NOW THEREFORE BE IT RESOLVED BY THE NEW JERSEY LEAGUE OF MUNICIPALITIES THAT:

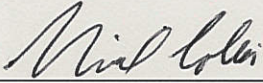
- 1) The Legislature is urged to adopt budget and levy cap exemptions for property/casualty insurance and claims; and
- 2) The Administration and the Legislature should not adopt additional legislation or regulations that will increase municipal claims without a thorough and complete analysis of the cost; and
- 3) The New Jersey Department of Labor, the New Jersey Department of Banking and Insurance and the New Jersey Department of Community Affairs should meet with representatives of municipal government to discuss ways to reduce property/casualty costs.

Executive Session: None

Adjournment:

There being no further business, Mayor Collins called for a motion to adjourn the meeting. Whereupon, the motion was made by Commissioner Horn, and seconded by Mayor Collins, to adjourn the meeting. A unanimous voice vote was taken adjourning the meeting at 6:08p..m.

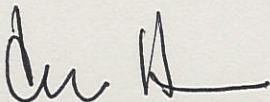
Board of Commissioners of the City of Margate City, New Jersey



Mayor Michael Collins

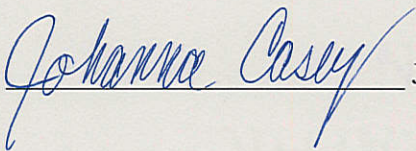


Commissioner Maury Blumberg



Commissioner Catherine Horn

Attest:



Johanna Casey, Municipal Clerk

