

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

**SEPTEMBER 15, 2022**

**MARGATE CITY, NEW JERSEY**

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

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

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

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

**Approval of Minutes:**

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

**Public Comment:**

**Dennis Gorniowski, 7702 Amherst Avenue:** Speaks on what has been done by Mathis Construction to complete the Reconstruction of Amherst Avenue Phase 1 punch list. Speaks on property taxes going up each year, even with Margate having a surplus.

**Mayor Becker:** Speaks on property taxes include Atlantic County tax rates, which the municipality has no control to stop increases.

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

**Public Comment (Resolutions and Ordinance Adoption Only):**

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

**Ordinances: Introduction**

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

**ORDINANCE NO. 18-2022**

**AN ORDINANCE AMENDING CHAPTER 35 SECTION XXV THE CODE OF THE  
CITY OF MARGATE CITY, COUNTY OF ATLANTIC, STATE OF NEW JERSEY, TO  
CREATE THE POSITION OF QUALIFIED PURCHASING AGENT**

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

1. There is hereby created the position of Purchasing Agent for the City of Margate City.
2. The Purchasing Agent shall be appointed by the Board of Commissioners.
3. The Purchasing Agent is required to possess a valid Qualified Purchasing Agent certificate, as issued by the New Jersey Division of Local Government Services, Department of Community Affairs.
4. The Purchasing Agent shall have, on behalf of the Board of Commissioners of the City of Margate City, the authority, responsibility and accountability for the purchasing activity pursuant to Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.); to prepare public advertising for and to receive bids and requests for proposals for the provision or performance of goods, services and construction contracts; to award contracts pursuant to

New Jersey law in accordance with the regulations, forms and procedures promulgated by state regulatory agencies; and conduct any activities as may be necessary or appropriate to the purchasing function of the City of Margate City.

5. All ordinances or parts of ordinances inconsistent herewith are repealed to the extent of such inconsistency.

6. If any word, phrase, clause, section or provision of this ordinance shall be found by any Court of competent jurisdiction to be unenforceable, illegal or unconstitutional, such word, phrase, clause, section, or provision shall be severable from the balance of the ordinance and the remainder of the ordinance shall remain in full force and effect.

7. This ordinance shall take effect immediately upon final passage and publication as required by law.

\_\_\_\_\_  
Michael Becker, Mayor

\_\_\_\_\_  
John Amodeo, Commissioner

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Maury Blumberg, Commissioner

Board of Commissioners of the City of Margate City, NJ

#### **Ordinances: Adoption**

A motion for adoption of **Ordinance #15-2022**, amending Ordinance No. 10-2022 to add under Public Works, Water & Sewer the title of Assistant Water and Sewer Utilities Superintendent and salary range for said position, was put forth by Commissioner Amodeo, Seconded by Mayor Becker, with a vote of three ayes.

#### **ORDINANCE NO. 15-2022**

#### **AN ORDINANCE AMENDING ORDINANCE NO. 10-2022 FIXING THE SALARIES AND COMPENSATION OF CERTAIN OFFICERS AND EMPLOYEES OF THE CITY OF MARGATE CITY, ATLANTIC COUNTY, NEW JERSEY**

**THE BOARD OF COMMISSIONERS** of the City of Margate City, Atlantic County, New Jersey does ordain;

**SECTION 1: THAT** effective August 29, 2022 the base salaries, wages, and compensation to be paid to the following officers and employees of the City of Margate City, New Jersey shall be paid bi-weekly and as follows:

1. The title Assistant Water and Sewer Utilities Superintendent be added to the section Public Works, Water & Sewer, and
2. The per annum Salary Range for said position be from \$85,000 to \$125,000

**SECTION 2: THAT** once established for the calendar year base pay may not be supplemented through merit raises during the calendar year without approval of the majority of the Governing Body.

**SECTION 3;** THAT all ordinances and parts of ordinances inconsistent herewith are hereby repealed, but only to the extent of such inconsistency.

**SECTION 4;** THIS ordinance shall take effect upon final passage and publication as provided by law.

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Mayor Michael Becker

\_\_\_\_\_  
Commissioner John Amodeo

\_\_\_\_\_  
Commissioner Maury Blumberg

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

A motion for adoption of **Ordinance #16-2022**, amending Chapter 192 Noise and Chapter 214 Pile Driving for Upland Foundation of the Code of the City of Margate City, was put forth by Commissioner Amodeo, Seconded by Mayor Becker, with a vote of three ayes.

**ORDINANCE NO. 16-2022**

**AN ORDINANCE AMENDING CHAPTER 192 NOISE AND CHAPTER 214 PILE DRIVING FOR UPLAND FOUNDATION OF THE CODE OF THE CITY OF MARGATE CITY, COUNTY OF ATLANTIC AND STATE OF NEW JERSEY**

**WHEREAS**, various codes of the City of Margate pertaining to quality-of-life neighborhood issues are in need of updating; and

**WHEREAS**, a review has been undertaken by Margate City staff and they recommend certain changes to improve the safety and welfare of all city neighborhoods,

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

**SECTION 1.** Margate City Code **Chapter 192** and **Chapter 214-2** is hereby amended to the following sections:

**DELETIONS**

- §192-4 (7) (14) and (16)
- §214-2 D. Pile Driving Hours

**ADDITIONS**

- §192-4
- (7) CONSTRUCTION, REPAIRING, OF BUILDINGS, LANDSCAPING, OR POWER WASHING BY COMMERCIAL CONTRACTORS; the erection (Including excavation and pile driving), demolition, alteration or repair of any building by a licensed contractor, commercial landscaper or power washing contractor shall be conducted between:



DATES	HOURS	LICENSED CONTRACTORS
September 16 – June 14 Monday - Friday	7:00 am – 5:00-pm	Construction, Repair, Pile Driving and Power Washing
Year-Round Monday -Friday	8:00am – 6:00pm	Commercial Landscaping
Saturdays Year Round	8:00am – 4:00pm	Construction, Repair and Landscaping
June 15 – September 15 Monday - Friday	7:30am – 5:00pm	Construction, Repair and Power Washing
Saturday, June 15 - September 15		No Pile Driving

No Commercial work is permitted on Sundays, New Year’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, and Christmas Day, except in the case of urgent necessity in the interest of public health and safety, and then only with a permit from the Construction Official, which permit may be granted for a period not to exceed three days while the emergency continues and which permit may be renewed for up to three additional days if the emergency continues.

§192- 4

(14) LAWN MOWERS, AND CHAIN SAWS and POWERWASHING EQUIPMENT; the use of lawn mowers, chain saws and power washing equipment powered by internal combustion engines or other power tools such as weed wackers, lawn edgers, or hedge trimmers and operated by property owners, tenants or residents of the property may be operated only during the hours of 8:00 a.m. and 8:00 p.m.

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

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

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Michael Becker, Mayor

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John Amodeo, Commissioner

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Maury Blumberg, Commissioner

Board of Commissioners of the City of Margate City, NJ

A motion for adoption of **Ordinance #17-2022**, amending Chapter 169, Landscaper, Commercial of the Code of the City of Margate City, was put forth by Commissioner Amodeo, Seconded by Mayor Becker, with a vote of three ayes.

**ORDINANCE NO. 17-2022****AN ORDINANCE AMENDING CHAPTER 169, LANDSCAPER, COMMERCIAL  
OF THE CODE OF THE CITY OF MARGATE CITY, COUNTY OF ATLANTIC  
AND STATE OF NEW JERSEY**

**WHEREAS**, various codes of the City of Margate pertaining to quality-of-life neighborhood issues are in need of updating; and

**WHEREAS**, a review has been undertaken by Margate City staff and they recommend certain changes to improve the safety and welfare of all city neighborhoods,

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

**SECTION 1.** Margate City Code **Chapter 169** is hereby amended to the following sections:

**DELETIONS**

§169-3 Operating Requirements for Commercial Landscapers

**ADDITIONS**

§169-3 Operating Requirements for Commercial Landscapers

- A. Every Commercial Landscaper operating in Margate must pay a Mercantile Fee in an amount set by ordinance.
- B. The name of the Commercial Landscaping Company shall be clearly indicated on both sides of any vehicle used in said operation and the letters shall be no less than 3 inches in height and shall include the address and telephone number of the company.
- C. The use of grass or leaf blowers shall be permitted providing no grass or leaves may be dispersed onto public property or private property other than the property being maintained.
- D. Any grass, leaves, clippings or similar debris collected from the property must be removed promptly and taken in a covered vehicle to an approved site for proper disposal unless permitted to be placed at the curb in accordance with Chapter 155, Garbage, Rubbish and Refuse.
- E. Commercial Landscapers shall be permitted to engage in the landscaping business only on the days and hours as permitted in Chapter 192 NOISE.

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

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

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Michael Becker, Mayor

\_\_\_\_\_  
John Amodeo, Commissioner

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Maury Blumberg, Commissioner

Board of Commissioners of the City of Margate City, NJ

Resolutions:

A motion to adopt **Resolution #181-2022**, authorizing the payment of claims, was put forth by Commissioner Amodeo, Seconded by Mayor Becker, with a vote of three ayes.

**RESOLUTION #181-2022  
PAYMENT OF CLAIMS  
MARGATE CITY BILL LIST / PAYROLL  
SEPTEMBER 15, 2022**

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

<u><b>BILLS LIST AMOUNT:</b></u>	\$196,026.70
<u><b>PREVIOUSLY PAID:</b></u>	\$0.00
<u><b>PAYROLL ACCOUNT</b></u> – September 8, 2022	
<u><b>CURRENT ACCOUNT</b></u>	\$ 611,186.64
<u><b>WATER &amp; SEWER</b></u>	\$ 58,804.90

**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.

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-00012	01/10/22	CIOETACO Cioeta Consulting, LLC Contract No: C2100034	HR Consultant	Open	4,650.00	0.00	C
22-00017	01/10/22	JPM JERSEY PROFESSIONAL MANAGEMENT Acting City Administrator Contract No: C2100041		Open	5,397.50	0.00	C
22-00019	01/10/22	ANIMAL SAMUEL W. HOLLAND DBA Contract No: C2100046	Anumal Control Service	Open	725.00	0.00	C
22-00021	01/10/22	ABELSLLC Abel's Cleaning Agency, LLC Contract No: C2100048	Janitorial Service	Open	3,743.00	0.00	C
22-00022	01/10/22	BRIGHTVI Brightview Landscapes, LLC Contract No: C2100049	Landscape maintenance-City	Open	10,545.08	0.00	C
22-00023	01/10/22	BARKER Barker, Gelfand, Contract No: C2100050	Employment Law Service	Open	1,006.50	0.00	C
22-00047	01/11/22	COLONIAL Colonial Electrical Supply Inc	PW Sheds	Open	157.69	0.00	
22-00055	01/12/22	VERIZON1 Verizon Wireless	Cellular Service	Open	1,082.38	0.00	B
22-00064	01/13/22	GENTILIN GENTILINI FORD, INC.	Vehicle Repair/Supplies	Open	17.96	0.00	
22-00070	01/13/22	MICHAELB Michael Baylinson	2022 LG PENSION	Open	532.64	0.00	
22-00071	01/13/22	J CINCOT Joseph Cincotta	2022 LG PENSION	Open	535.76	0.00	
22-00072	01/13/22	MICHAEL MICHAEL CINCOTTA	2022 LG PENSION	Open	765.86	0.00	
22-00073	01/13/22	JOE D Joseph J DeStefano	2022 LG PENSION	Open	417.69	0.00	
22-00074	01/13/22	JGALLAGH JAMES GALLAGHER	2022 LG PENSION	Open	247.15	0.00	
22-00075	01/13/22	KING GEORGE KING	2022 LG PENSION	Open	384.13	0.00	
22-00076	01/13/22	RICHKUGE RICHARD H. KUGEL	2022 LG PENSION	Open	1,959.75	0.00	
22-00077	01/13/22	JOHN SLA John Slattery, III	2022 LG PENSION	Open	157.72	0.00	
22-00078	01/13/22	SMALLWOOD CARL SMALLWOOD	2022 LG PENSION	Open	536.62	0.00	
22-00079	01/13/22	JOHNTOLA John J Toland III	2022 LG PENSION	Open	678.88	0.00	
22-00080	01/13/22	CHAD STO Chad Stocking	Retirement payment per MCEA	Open	1,000.00	0.00	
22-00081	01/13/22	CASA CASA PAYROLL SERVICE	2022 Payroll Service	Open	665.60	0.00	B
22-00089	01/14/22	SOMERS P SOMERS POINT LUMBER, INC.	Public Works Building	Open	261.68	0.00	
22-00113	01/20/22	ACPRESS2 Press of Atlantic City	Job Ad - Recreation Dept.	Open	451.04	0.00	
22-00132	01/21/22	ACELECTR ATLANTIC CITY ELECTRIC	Street Light Electric Bills	Open	19,509.24	0.00	
22-00188	01/28/22	SAMS Sam's Club	Supplies	Open	177.50	0.00	
22-00191	01/28/22	MANOS Manos Law Firm, LLC. Contract No: C2200003	2022 Planning Board Solicitor	Open	1,500.00	0.00	C
22-00197	01/31/22	DELTADEN DELTA DENTAL PLAN OF NJ Contract No: C2200002	Employee Dental - 2022	Open	10,031.90	0.00	C
22-00206	02/01/22	OLD CAPE OLD CAPE, INC.	Concrete/Asphalt	Open	476.10	0.00	
22-00217	02/02/22	NJDHSS NJ DEPT HEALTH & SENIOR SVCS	DOG LICENSE REPORT	Open	11.40	0.00	
22-00228	02/07/22	USABLUE USA BLUEBOOK	Chlorine Pumps & Parts	Open	2,966.70	0.00	
22-00257	02/09/22	ONECONCE One Call Concepts, Inc.	Mark Out Requests	Open	245.96	0.00	
22-00298	02/16/22	AE STONE A.E. STONE, INC.	Hot Patch	Open	253.60	0.00	
22-00307	02/22/22	BWSTEST0 B.W.Stetson & Sons LLC	Coffee Supplies	Open	205.00	0.00	
22-00322	02/24/22	STATELAB Garden State Laboratories, Inc	Water Testing / Samples	Open	600.00	0.00	
22-00353	03/02/22	AMAZO005 Amazon Capital Services, Inc.	Misc Supplies	Open	60.01	0.00	
22-00370	03/07/22	WB MASON W.B. MASON CO., INC.	Misc Supplies	Open	483.96	0.00	
22-00378	03/09/22	MIRACLE MIRACLE CHEMICAL COMPANY	Sodium Hypochlorite	Open	2,480.30	0.00	
22-00399	07/01/22	JOHNWERN John werner	monthly stipend per MCEA	Open	1,000.00	0.00	B
22-00426	03/15/22	SURET005 Surety Mechanical Services Contract No: LI202201	Margate Library HVAC	Open	14,700.00	0.00	C



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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-00435	03/18/22	BSNSPORT BSN Sports, LLC	Sports Supplies	Open	1,073.19	0.00	
22-00438	03/22/22	ALL TRAF ALL TRAFFIC SOLUTIONS	Annual renewal	Open	3,000.00	0.00	
22-00443	03/24/22	PROFORMA PROFORMA DYNAMIC RESOURCES	Recreation Brochures & Signs	Open	134.00	0.00	
22-00525	04/12/22	GARDENST GARDEN STATE HIGHWAY PRODUCTS	Traffic Signs and Supplies	Open	1,300.00	0.00	
22-00530	03/25/22	JOHN DAN FLEISHMAN DANIELS LAW OFFICES	Bond counsel fees	Open	288.91	0.00	
22-00575	04/28/22	R MAX R. MAXWELL CONSTRUCTION CO INC	Municipal Bldg Renovations	Open	51,401.00	0.00	C
Contract No: U1680000							
22-00678	05/27/22	ELIZA015 Elizabeth B. Stewart	Background check Reimbursement	Open	56.50	0.00	
22-00681	05/27/22	VERALPH V.E. RALPH & SON, INC.	Medical Supplies Fire Dept.	Open	378.00	0.00	
22-00716	06/03/22	LISA MCL LISA MCLAUGHLIN	travel reimbursement	Open	39.63	0.00	
22-00793	06/27/22	AD COMM A&D Commercial Painting, LLC	Power Wash Pavillions	Open	4,500.00	0.00	
22-00799	06/16/22	WITMER Witmer Public Safety Group Inc	Fire Department Supplies	Open	102.00	0.00	
22-00800	06/08/22	WITMER Witmer Public Safety Group Inc	Fire Department Supplies	Open	68.00	0.00	
22-00825	07/06/22	ATLANTAC Atlantic Tactical, Inc.		Open	4,614.78	0.00	
22-00864	07/13/22	HOMED308 Home Depot Credit Services	Tennis Court Paint	Open	42.84	0.00	
22-00867	07/14/22	RR DONN RR DONNELLEY	Vital Records Forms	Open	35.95	0.00	
22-00935	08/01/22	ATLANTCC Atlantic Coast Concrete &	concrete sidewalk repair	Open	4,500.00	0.00	
22-00947	08/01/22	TACTICAL TACTICAL PUBLIC SAFETY LLC	Repairs to Beach Patrol Radio	Open	500.00	0.00	
22-00958	08/09/22	PREFERRD Preferred Choice Supply Co.	Meter Pits & Lids	Open	5,761.60	0.00	
22-00977	08/15/22	EVANSPEC Evangeline Specialties Inc.	2022 Holiday Decorations	Open	186.24	0.00	
22-00991	08/19/22	HARLEY D Atlantic Cnty Harley Davidson	Motorcycle Parts/Maintenance	Open	162.85	0.00	
22-01006	08/24/22	ALLEG005 Allegra Marketing Print & Mail	Hoops For All Envelopes	Open	207.50	0.00	
22-01007	08/24/22	SS WORLD S&S WORLDWIDE, INC.	Soccer Supplies	Open	206.64	0.00	
22-01009	08/24/22	GLOCK GLOCK PROFESSIONAL, INC.	Armorer's Course	Open	250.00	0.00	
22-01010	08/25/22	BARRIER BARRIER PEST CONTROL LLC	Hornet Nest Removal - Dog Park	Open	195.00	0.00	
22-01013	08/25/22	AMAZ0005 Amazon Capital Services, Inc.	PW Supplies	Open	60.97	0.00	
22-01018	08/26/22	CAMPSUPP Campbell Supply Company, LLC	Sweeper Parts	Open	137.97	0.00	
22-01021	08/29/22	AMAZ0005 Amazon Capital Services, Inc.	PW Rubber Gloces	Open	86.97	0.00	
22-01026	08/30/22	SITEONE SITEONE LANDSCAPE SUPPLY LLC	Landscaping Supplies	Open	1,605.90	0.00	
22-01029	08/30/22	RIVERBOA Riverboat Tours, Inc.	Riverboat Cruise	Open	2,136.00	0.00	
22-01030	08/30/22	SAFETYBU Safety Bus Service Inc.	Senior Bus Trips	Open	1,306.00	0.00	
22-01032	08/31/22	MIDATLAW Mid-Atlantic Association of	Conference	Open	1,100.00	0.00	
22-01036	09/01/22	DAVES DAVE'S REBUILT STARTERS	Rebuilt Alternator	Open	185.00	0.00	
22-01038	09/01/22	CHAPMAN CHAPMAN FORD SALES, INC.	Vehicle Maintenance	Open	394.34	0.00	
22-01039	09/06/22	IRONMOUN IRON MOUNTAIN	record storage-sept 2022	Open	809.74	0.00	
22-01040	09/06/22	VERIZ 21 VERIZON COMMUNICATIONS INC	telephone service - Sept 2022	Open	3,259.19	0.00	
22-01041	09/06/22	ARMSTRON PATRICK ARMSTRONG	Reimbursement for Materials	Open	802.68	0.00	
22-01042	09/06/22	JAMES D James Dickerson Jr.	Water Licensing Reimbursement	Open	154.95	0.00	
22-01043	09/06/22	PITNEY PITNEY BOWES GLOBAL	postage lease payment 3qt	Open	903.33	0.00	
22-01044	09/06/22	MOSSMAN'S MOSSMAN'S BUSINESS MACHINE INC	copier contract	Open	419.28	0.00	
22-01045	09/06/22	APWA APWA	Membership Renewal	Open	474.00	0.00	
22-01046	09/06/22	EAST AUT Eastern Autopart Warehouse Inc	Batteries - Storm Truck	Open	365.30	0.00	
22-01047	09/06/22	VCI VCI Emergency Vehicle Special	Gas Shock for A-21 Door	Open	33.62	0.00	
22-01048	09/06/22	OAR HOUS OAR HOUSE, LLC.	Beach Patrol Equipment - Oars	Open	6,180.00	0.00	
22-01049	09/06/22	ACFCA Atlantic County Fire Chief's	2022 Dues Chief - Deputy Chief	Open	20.00	0.00	
22-01050	09/06/22	ACFFA Atlantic County FF's Assoc.	2022 Association Dues	Open	100.00	0.00	
22-01051	09/06/22	NFPA NFPA INTERNATIONAL	2022 - 2023 Membership Dues	Open	175.00	0.00	
22-01052	09/07/22	EUROFINS Eurofins QC, Inc.	Monitoring wells	Open	962.50	0.00	
22-01053	09/07/22	EAST AUT Eastern Autopart Warehouse Inc	Batteries	Open	293.30	0.00	
22-01054	09/07/22	PPower Patrick Power	License Renewal	Open	154.95	0.00	
22-01056	09/08/22	ROBER030 Robert Safer	Refund Ovrpy Tax-Disabled Vet	Open	3,875.49	0.00	
22-01058	09/08/22	VERIZ LD VERIZON BUSINESS	Long Distance Service-AUG 2022	Open	99.61	0.00	
22-01061	09/08/22	HERITAGE Heritage Surf Shop	Board Bag for Rescue Board	Open	159.77	0.00	
22-01062	09/08/22	SJWELDIN SOUTH JERSEY WELDING SUPPLY CO	August 2022 Oxygen Rental	Open	49.91	0.00	



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City of Margate City  
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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
22-01063	09/08/22	NJLM	NJ STATE LEAGUE MUNICIPALITIES webinar registration- CFO	Open	95.00	0.00		
Total Purchase Orders:		93	Total P.O. Line Items:	0	Total List Amount:	196,026.70	Total Void Amount:	0.00

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
APPROPRIATIONS	2-01	103,303.20	0.00	0.00	103,303.20
	2-05	10,289.80	0.00	0.00	10,289.80
Year Total:		113,593.00	0.00	0.00	113,593.00
	C-04	66,101.00	0.00	0.00	66,101.00
	T-09	5,761.60	0.00	0.00	5,761.60
	T-12	11.40	0.00	0.00	11.40
	T-14	10,559.70	0.00	0.00	10,559.70
Year Total:		16,332.70	0.00	0.00	16,332.70
Total Of All Funds:		196,026.70	0.00	0.00	196,026.70

**Consent Agenda:**

A motion to adopt the Consent Agenda for **Resolution #182-2022 thru Resolution #185-2022**, was put forth by Commissioner Amodeo, Second by Mayor Becker, with a vote of three ayes.

**RESOLUTION #182-2022  
AUTHORIZING REJECTION OF BIDS AND RE-ADVERTISEMENT  
MARGATE LIBRARY ROOF REPLACEMENT**

**WHEREAS**, on July 7, 2022 the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey approved Resolution #151-2022 authorizing the receipt of bids for Margate Library Roof Replacement; and

**WHEREAS**, the City Clerk did duly advertise the receipt of said bids for Margate Library Roof Replacement in the Press of Atlantic City on July 28, 2022; and

**WHEREAS**, in connection therewith the following six (6) bids were received by the City Clerk and the City Engineer of the City of Margate City on August 25, 2022:

1. Alper Enterprises, 7 Baldwin Hill Place, Moorestown, NJ 08057	\$273,300.00
2. Sky General Construction, 74 Ave., Patterson, NJ 07514	\$301,160.00
3. RGC Services, Inc., 595 East Pumping Station Road, Quakertown, PA. 1895	\$414,207.50
4. Union Roofing, 12660 Townsend Road, Philadelphia, PA. 19154	\$415,000.04
5. Detwilder Roofing, 1578 Min Street, East Earl, PA. 17519	\$588,450.00
6. D.A. Nolt, Inc., 53 Cross Keys Road, Berlin, NJ 08009	\$797,741.00

;and

**WHEREAS**, Ed Dennis, City Engineer, submitted a letter dated September 1, 2022, recommending the bids be rejected for Margate Library Roof Replacement as bids exceeded the engineer's estimate.

**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 all bids received are hereby rejected.

**BE IT FURTHER RESOLVED**, the Board of Commissioners authorizes the City Clerk to return the bid bonds to the bidders, and, the Clerk is authorized to re-advertise the Margate Library Roof Replacement to receive bids on a date to be determined.

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

1. Edward Dennis, City Engineer, Remington & Vernick Engineers
2. Lisa McLaughlin, Chief Financial Officer
3. Alper Enterprises, 7 Baldwin Hill Place, Moorestown, NJ 08057
4. Sky General Construction, 74 Ave. Patterson, NJ 07514
5. RGC Services, Inc., 595 East Pumping Station Road, Quakertown, PA. 18951
6. Union Roofing, 12660 Townsend Road, Philadelphia, PA. 19154
7. Detwilder Roofing, 1578 Min Street, East Earl, PA. 17519
8. D.A. Nolt, Inc. 53 Cross Keys Road, Berlin, NJ 08009

**RESOLUTION #183-2022  
APPROVING EMPLOYMENT AGREEMENT FOR  
TWO and ONE HALF (2.5) YEARS  
WITH JAMES M. SCULLION**

**WHEREAS**, the Board of Commissioners of the City of Margate City, County of Atlantic State of New Jersey desire to enter into an employment agreement with James M. Scullion; and

**WHEREAS**, James Scullion currently serves as the Assistant Water and Sewer Utilities Superintendent within the Public Works Department of the City of Margate City since August 27, 2022; and

**WHEREAS**, Ordinance #15-2022 amends the Salary Ordinance to include the title Assistant Water and Sewer Utilities Superintendent be added to the section Public Works, Water & Sewer.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that the attached employment agreement with James M. Scullion, Assistant Water and Sewer Utilities Superintendent within the Public Works Department be approved.

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

1. Lisa McLaughlin, Chief Financial Officer
2. Colleen Dorsey, Payroll Clerk
3. James M. Scullion, Assistant Water and Sewer Utilities Superintendent
4. Frank Ricciotti, Superintendent of Public Works

**ASSISTANT WATER AND SEWER UTILITIES SUPERINTENDENT  
EMPLOYMENT AGREEMENT  
WITH JAMES M. SCULLION**

This employment Agreement is made between James M. Scullion (herein after "Scullion") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this 15th day of September, 2022.

**WHEREAS**, Scullion currently serves as the Assistant Water and Sewer Utilities Superintendent within the Public Works Department, and has done so since August 29, 2022 and,

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

**NOW, THEREFORE** pursuant to Resolution #183-2022 duly approved by the Board of Commissioners of the City of Margate City on September 15, 2022, the parties agree as follows;

**1. TERM OF AGREEMENT.**

This agreement shall cover the time period of August 29, 2022 through December 31, 2024.

## **2. HEALTH INSURANCE.**

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

## **3. VACATION.**

Scullion shall receive 20 eight-hour vacation days annually for calendar years 2022, 2023, and 2024. Unused vacation shall be forfeited if not used by December 31 of the year following the year in which days are credited. Should Scullion retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to him only for the year in which he retires.

## **4. SICK TIME.**

Scullion shall be entitled to fifteen (15) sick days annually. Should Scullion retire during the term of this agreement, Scullion shall be compensated for all unused sick days he shall have accumulated up to a maximum of 100 days based on 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.

## **5. HOLIDAYS.**

Scullion 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.**

Scullion 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.**

Scullion shall be paid an annual Longevity pay of 6.5% of base pay for 2022 and \$10,000 for 2023 which shall be capped at \$10,000 for every year thereafter.

## **8. BASE PAY**

Scullion shall be paid a prorated base pay of \$105,000 effective August 29, 2022. For 2023 Scullion shall be paid a base pay of \$110,000 and for 2024 Scullion shall be paid a base pay of \$115,000.

## **9. FULLY BARGAINED AGREEMENT.**

This agreement contains all of the promises and understandings of Scullion 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 Scullion 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, SCULLION 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.

---

James Scullion

---

Date

THE CITY OF MARGATE,  
ATLANTIC COUNTY, NEW JERSEY

---

Michael Becker

---

Date

Mayor

ATTEST:

---

Johanna Casey, RMC

#### **RESOLUTION #184-2022**

##### **AUTHORIZING REFUND OF TAX OVERPAYMENT**

**WHEREAS**, it has been determined by the City of Margate City Tax Collector that Block 513.01, Lot 1, known as 313 N. Mansfield Avenue, has a credit balance in the 1<sup>st</sup> Quarter 2022 (February 1<sup>st</sup>) in the amount of \$1,475.22 and a credit balance in the 2<sup>nd</sup> Quarter 2022 (May 1<sup>st</sup>) in the amount of \$881.57, and a credit balance in the 3<sup>rd</sup> Quarter 2022 (August 1<sup>st</sup>) in the amount of \$1,518.70 as the result of overpayments of taxes; and

**WHEREAS**, Property owner, Robert M. Safer, submitted complete application and necessary supporting documentation on June 19, 2022 to the Tax Assessor; and

**WHEREAS**, it has been determined by the Tax Assessor that a 100% Disabled Veterans Tax Exemption is approved as of August 16, 2022, retroactive to January 1, 2022; and

**WHEREAS**, Property owner, Robert M. Safer, has requested the tax overpayment be refunded.

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

The Chief Financial Officer is hereby authorized to issue a check in the amount of \$3,875.49 to Robert M. Safer.

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

**RESOLUTION #185-2022****AUTHORIZING EXECUTION OF ADDENDUM TO MASTER LICENSE SO AS TO CONFIRM THE MASTER LICENSE AND ALLOW FOR WIRELESS INSTALLATION ON A TRAFFIC CONTROL DEVICE LOCATED AT THE SOUTHEAST CORNER OF DOUGLAS AND ATLANTIC AVENUES**

**WHEREAS**, there currently is in existence a Master License Agreement executed May 13, 2019 by and between the City of Margate and New Cingular Wireless PCS, LLC, a Delaware limited liability company on behalf of AT& T Mobility Corporation; and

**WHEREAS**, New Cingular Wireless PCS, LLC (hereinafter "Licensee") seeks to confirm and enter into an Addendum to said Master License so as to allow the replacement of a traffic control device and attach a Wireless Installation to be located at the south corner of Douglas Avenue and Atlantic Avenue, in the City of Margate City (hereinafter "Licensor"); and

**WHEREAS**, a copy of the Addendum to Master License Agreement, including all terms and conditions of the Agreement, is attached hereto and made a part hereof; and

**WHEREAS**, the Governing Body of the City of Margate City has determined that it would be in the best interest of the public to permit Licensee to install a new traffic control device and utilize same for a Wireless Installation as set forth in the attached Addendum to Master License Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** by the BOARD OF COMMISSIONERS OF THE CITY OF MARGATE CITY, ATLANTIC COUNTY, NEW JERSEY, that it does hereby authorize and direct the Mayor and City Clerk to execute the Addendum to Master License Agreement with New Cingular Wireless PCS, LLC (Licensee) so as to authorize Licensee to replace a traffic control device and to utilize same to attach Wireless Installation in accordance with the Addendum to Master License Agreement which is attached hereto and made a part hereof and as authorized by this Resolution.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution and Site License Addendum for Wireless Installation on a Structure shall be forwarded to the following:

1. Lisa McLaughlin, Chief Financial Officer
2. New Cingular Wireless, PCS, LLC

**ADDENDUM TO MASTER LICENSE AGREEMENT**

This Addendum to Master License Agreement ("Addendum") is made and entered into as of the Effective Date by and between the City of Margate City ("Licensor" also referred to as "the City") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Licensee").

**RECITALS**

WHEREAS, Licensor and Licensee entered into a Master License Agreement dated May 13, 2019 (the "MLA") for the use of Public Rights-of-Way within the City for the purpose of owning, constructing, installing, operating, upgrading and maintaining a telecommunications system; and

WHEREAS, pursuant to Section five (5) Paragraph two (2) of the MLA, Licensee has been granted certain rights-of-way & easements for the use and benefit of Licensee; and

WHEREAS, Licensor owns and operates traffic control devices within the City of Margate, New Jersey; and

WHEREAS, Licensee seeks to replace a traffic control device and attach a Wireless Installation located on the southeast corner of Douglas Ave. & Atlantic Ave. (the "Licensed Site") and to be utilized upon the terms and conditions set forth below and pursuant to the terms of the MLA; and

WHEREAS, Licensor is willing to accommodate Licensee's non-exclusive use of such traffic control device at the Licensed Site in accordance with Laws and the terms and conditions of this Addendum and the MLA; and

WHEREAS, any capitalized terms in this Addendum shall have the meaning ascribed to them in Exhibit 1 attached hereto and incorporated herein by reference.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

**1. GRANT OF LICENSE**

1.1 Grant of License. To the extent not already governed by Laws, Licensor hereby grants Licensee a license for Licensee's use of the traffic control device located on the Licensed Site as necessary to utilize, replace or upgrade Licensor's traffic control device, as provided herein. The license granted herein is revocable only in accordance with the terms and conditions of the Addendum and the MLA. No use of Licensor's Structures or Infrastructure under this Addendum shall create or vest in Licensee any ownership or property rights in such Structures or Infrastructure. Nothing in this Addendum grants Licensee the right to make any Wireless Installation, or to install other facilities, including Wireless Installations, that do not conform to this Addendum.

1.2 Permitted Use. Licensee may use Licensor's Structures and Infrastructure for the Permitted Use, subject to the terms and conditions of this Addendum.

**2. CHARGES, BILLING AND PAYMENT****2.1 Annual Fee**

(a) Licensee shall pay Licensor a Fee in the sum of \$270.00 annually for Licensee's Wireless Installation on a traffic control device located on the Licensed Site for each year of the Term. The Fee includes all Structure, Infrastructure, appurtenant equipment and facilities used in connection with the Wireless Installation. Except in the event of a voluntary termination of this Addendum, the Fee will be prorated for any partial year based on a 365-day calculation.

(b) The Fee may be revised once per calendar year to an amount that is calculated



pursuant to the terms and conditions of the FCC 2018 Order, calculated pursuant to a cost study which has been reviewed, adopted and approved by Licensor and is not subject to further appeals or subject to a complaint before a competent regulatory agency or court. After the revised Fee is final as described in the preceding sentence, Licensor shall provide Notice to Licensee of the Fee in accordance with the notice requirements of the MLA. The Fee payable under this Addendum will adjust to Licensor's Cost starting with Fee payments that are due at least 90 days after the date of such notice. Lessee shall pay the Landlord the Fee starting on the Commencement Date.

(c) Licensor hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof that none of the rates or fees offered to any other entity with respect to Wireless Installations is or will be more favorable than the rates and fees under this Addendum. If Licensor agrees to a rate or fee that is more favorable than the Fee under this Addendum or the MLA, then Licensee shall be entitled under this Addendum to such rate or fee on and after the date such rate or fee becomes effective.

2.3 Billing and Payment Generally. All bills and other requests for payment to Licensor under this Addendum (other than the payment of the Fee) and the MLA shall be presented in writing to Licensee and accompanied with reasonable substantiation of the costs incurred by Licensor. Properly presented invoices shall be paid by Licensee within ninety (90) days of receipt of invoice accompanied by such substantiation. All charges payable under this Addendum (other than the payment of the Fee) and the MLA shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee.

### 3. OPERATION AND MAINTENANCE

3.1. RF Emissions. Licensee's operation of its Wireless Installations will comply with all FCC regulations regarding RF emissions and exposure limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Except in an Emergency, Licensor's authorized field personnel will contact Licensee's designated point of contact with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an Emergency, the power-down will be performed with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Wireless Installations and agree to limit the frequency of power-downs and to restore power as promptly as much as reasonably possible.

#### 3.2 Interference.

(a) Licensee will operate its Wireless Installations in compliance with all FCC regulations regarding Interference with the radio signal transmissions of Licensor and other third parties in or upon a Structure, which transmissions are operated in compliance with Laws.

(b) Licensor will not grant after the date of this Addendum a permit, license or any other right to any third party if, at the time such third party applies to use a Structure or Infrastructure, Licensor knows or has reason to know that such third party's use may cause Interference with the Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Addendum.

(c) Licensor will not, nor will Licensor permit its employees, tenants, licensees, invitees, agents or independent contractors to cause Interference with Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Addendum or the MLA. If Licensee reasonably determines that Interference is occurring, then Licensor

will meet and confer with Licensee within five (5) days of Licensor's receipt of notice of Interference from Licensee, and otherwise diligently work in good faith with Licensee to determine the root cause of the Interference and to develop workable solutions to resolve the Interference in a mutually acceptable manner.

#### 4. DEFAULT AND TERMINATION

4.1 Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default, then thereafter Licensor may elect any of the following remedies:

- (a) suspend Licensee's access to the Structure or Infrastructure to which the Default pertains;
- (b) require Licensee's obligation to which the Default has been declared to be specifically performed; or
- (c) maintain an action at law against Licensee for damages directly incurred by Licensor arising directly from Licensee's uncured Default.

4.2 Licensor's Default and Licensee's Remedies. If Licensor does not cure its Default, then thereafter, Licensee may elect to pursue any rights or remedies available to Licensee at law or in equity.

5. **UTILITIES.** Licensee shall be solely responsible for arrangement and payment for electric service necessary in connection with Wireless Installations.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Master License Agreement and this Addendum, the terms of this Addendum shall control. Except as expressly set forth in this Addendum, the Master License Agreement otherwise is unmodified and remains in full force and effect. Each reference in the MLA to itself shall be deemed also to refer to this Addendum.

7. **Authority.** Each Party represents and warrants that the signatory executing this Addendum on its behalf is authorized to do so.

8. Execution in Counterparts. This Addendum may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be duly executed as of the Effective Date.

CITY OF MARGATE CITY

NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

By: John Green

Name: \_\_\_\_\_

Name: JOHN GREEN

Its: \_\_\_\_\_

Its: AREA MANAGER

Date: \_\_\_\_\_

Date: 9/13/2022



## EXHIBIT 1

DEFINED TERMS

As used herein, the following capitalized terms in the Addendum have the meaning ascribed to them below.

"Addendum" means this Addendum to the Master License Agreement dated May 13, 2019 between Licensor and Licensee.

"Commencement Date" means the first day of the month following the day Licensee commences installation of the Wireless Installation at a particular location.

"Days" means calendar days. If deadline or other date falls on a non-business day (including weekends, holidays recognized by the federal government, and holidays recognized by the state where the Structure is located), that date shall be extended to the next business day.

"Default" means the failure by a Party to perform any material term or condition of this Addendum or the MLA where such failure continues for a period of more than sixty (60) days after receipt of written notice from the other Party of such failure identified with reasonable specificity as to the material term or condition of this Addendum or the MLA which the Party is alleged to have failed to perform. Notwithstanding the foregoing, no Default will be deemed to exist if a Party has commenced to cure the alleged failure to perform within such sixty (60) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the Party again whom the failure to perform has been alleged.

"Effective Date" means the latest date in the signature blocks in the Addendum.

"Emergency" means a situation in which there is an imminent threat of injury to person or property, or loss of life.

"FCC" means the Federal Communications Commission.

"FCC 2018 Order" means the Federal Communications Commission's Declaratory Ruling and Third Report and Order, FCC 18-133, Released September 27, 2018.

"Fee" means the annual payment for Licensee's Permitted Use of the Structure and Infrastructure at the Licensed Site.

"Infrastructure" means any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to, or otherwise related to the operation of, a Structure or otherwise located in the public right-of-way or other location controlled or owned by Licensor.

"Interference" means any material and adverse physical obstruction or impairment with the radio signals or operation of Licensee's Wireless Installation utilizing a Structure or Infrastructure authorized to be used by Licensee pursuant to the Addendum or the MLA.

"Laws" means all federal, state and local laws, orders, rules and regulations applicable to Licensee's use of the Wireless Installation on the Structure and/or Infrastructure and Licensor's ownership and use of the Structure, Infrastructure and any other improvements or equipment in the public right-of-way, as the case may be.

"Licensed Site" means the areas approved for Licensee's Permitted Use as described as the southeast corner of Douglas Avenue and Atlantic Avenue in the City of Margate City, New Jersey.

"Licensor's Cost" means Licensor's cost calculated pursuant to the terms and conditions of the FCC 2018 Order.

"NEC" means the National Electric Code.

"NESC" means the National Electrical Safety Code.

"Parties" means Licensor and Licensee collectively.

"Party" means individually Licensor and Licensee.

"Permitted Use" means the transmission and reception of communications signals for the provision of all services authorized by federal or state law, including personal wireless services, telecommunications services, and commercial mobile data services, as those terms are defined by federal law and the installation, construction, modification, maintenance, operation, repair, replacement and upgrade of the Wireless Installation to provide such services.

"Person" or "Persons" means any person or entity.

"RF" means radio frequency.

"Safety Codes" means collectively the NEC, NESC, and any and all other applicable regulatory codes for safe practices when performing work on or near a Structure and/or Infrastructure.

"Structure" means the traffic light pole located on the Licensed Site, owned or controlled by Licensor suitable for replacement with a new traffic light pole capable of supporting placement of Wireless Installation in accordance with the terms and conditions herein.

"Wireless Installation" means antennas, communications equipment, electric and communications cables, and related accessories and improvements, including facilities that operate on FCC-approved frequencies in the bands authorized for commercial wireless communication services pursuant to FCC licenses issued to Licensee, and all associated equipment, located in, under, upon, adjacent to or through a Structure or Infrastructure owned or controlled by Licensor approved in writing by Licensor (such approval shall not be unreasonably withheld, conditioned or delayed).

## EXHIBIT A TO ADDENDUM

Licensee Wireless Installation Reference: ACNJ2\_012

FA / USID: 14889510/226867

Site Name: CRAN\_POLYGON NAME\_NODE # CRAN\_RPHL\_ACNJ2\_012

PTN / PACE: 2201A0MA0G/MRPHL032160

Structure pole number: N/A

Structure Latitude and Longitude (Approximate): 39.32966, -74.495709

Wireless Installation Plans: See the attached plan set dated May 27th 2022 prepared by Yan Won Chan consisting of (17) page(s).

These additional operational standards will apply to this specific installation:

1. AT&T will be responsible for the new pole, implementation, construction, contractors, permits and any City worker time (coordination, traffic directors, etc.)
  - a. Pole design will be required to support up to 2 carriers, AT&T and one other.
2. If the light is damaged, the City will use its normal process (emergency contractors, insurance, etc.) to get it reinstalled ASAP, however,
  - a. AT&T will be responsible for the re-installation of their own equipment, after the new pole is completed.
  - b. AT&T will be responsible for their own insurance and any claims associated with replacement equipment.
3. Pole must be American made product.
4. The City will need full engineering drawings of proposed pole, for review, approval, and the City's records
5. Final as-built drawings will be supplied by AT&T for City records.
6. Separate electric meter for AT&T equipment.
  - a. AT&T will be responsible for their own electric costs and bills
  - b. City will be responsible for electricity associated with the traffic light.
7. Term will be congruent with the MLA, which runs 25 years from the effective date of May 13, 2019 in accordance with Section 8 of the MLA.
8. Minimum distance between pole and any adjacent buildings will be 10 feet.
9. AT&T will transfer title of ownership of pole to City, once pole is completed, fully operational and accepted by City.



**Johanna Casey:** States an additional resolution is added to tonight’s agenda. Title of Resolution #186-2022, authorizing special traffic regulations for the Margate Fall Funfest, is read. A motion to adopt **Resolution #186-2022**, was put forth by Commissioner Amodeo, Second by Mayor Becker, with a vote of three ayes.

**RESOLUTION #186-2022  
AUTHORIZING SPECIAL TRAFFIC REGULATIONS FOR  
MARGATE FALL FUNFEST**

**WHEREAS**, the City of Margate City, in the County of Atlantic, State of New Jersey scheduled a Fall Funfest along Amherst Avenue from Decatur Avenue to Coolidge Avenue on September 24, 2022 through September 25, 2022 (Saturday & Sunday); and

**WHEREAS**, the Commissioners of the City of Margate City authorize the Margate City Police Department to put into effect “Special Traffic Regulations” for the safety and welfare of its citizens as follows:

**Special Traffic Regulations - 2022  
September 23 (Friday) - September 26 (Monday)**

- a. Amherst Avenue will be closed to vehicular traffic from Decatur Avenue to Coolidge Avenue;
- b. Adams, Jefferson, Madison and Monroe Avenues will become two-way streets between Amherst and Monmouth Avenues;
- c. Temporary Stop Signs will be erected at the ends of the newly created two-way streets;
- d. Temporary No Parking and Handicapped Parking Zones will be established between Monmouth and Amherst Avenues from Decatur Avenue to Coolidge Avenue;
- e. There will be a traffic detour plan:
  - 1. From Amherst Avenue westbound to Decatur Avenue, to Monmouth Avenue, to Coolidge Avenue and back to Amherst Avenue.

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the City of Margate City, County of Atlantic, in the State of New Jersey that the “Special Traffic Regulations” be in effect during the hours beginning 12:01 a.m., Friday, September 23, 2022 until Monday, September 26, 2022 at 12:00pm (noon). This resolution is made under authority and pursuant to *N.J.S.A. 39:4-197.3* to expire at 12:00pm (noon) on September 26, 2022.

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

- 1. Margate City Police Department
- 2. Public Works Department
- 3. Fred Verna, IT

**Executive Session:** None

**Update:**

**Rich Deaney:** Clarifies that no new employees have been hired in relation to the adoption of Ordinance #15-2022 and the introduction of Ordinance #18-2022.

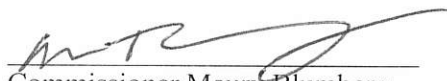
**Adjournment:**


There being no further business, Mayor Becker called for a motion to adjourn the meeting. Whereupon, the motion was made by Commissioner Amodeo, and seconded by Mayor Becker to adjourn the meeting. A unanimous voice vote was taken adjourning the meeting at 4:09p.m.

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

  
\_\_\_\_\_  
Mayor, Michael Becker

  
\_\_\_\_\_  
Commissioner John F. Amodeo

  
\_\_\_\_\_  
Commissioner Maury Blumberg

Attest:  Johanna Casey, Municipal Clerk