

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

**OCTOBER 20, 2022**

**MARGATE CITY, NEW JERSEY**

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

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

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

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

**Approval of Minutes:**

The minutes from the October 6, 2022 Workshop/Capital Meeting and Regular Meeting were approved as read on motion by Commissioner Amodeo, seconded by Commissioner Blumberg, with a vote of three ayes.

**Public Comment:**

**Allen Chickadelli,** 106 S. Clarendon Avenue: Speaks on street floodlights facing into his home.

**Commissioner Amodeo:** Will have a public relations person contact AC Electric about the street lights facing his home.

**Frank Ricciotti:** Will have Mike McElroy contact AC Electric about putting a shield on this particular street floodlight.

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

**Ordinances: Introduction**

**Johanna Casey:** Reads Ordinance #21-2022 by title.

A motion for introduction of **Ordinance #21-2022**, amending Chapter 257, Vehicles and Traffic of the Code of the City of Margate City, was put forth by Commissioner Amodeo, Seconded by Commissioner Blumberg, with a vote of three ayes.

**ORDINANCE NO. 21-2022**  
**AN ORDINANCE AMENDING CHAPTER 257, VEHICLES AND**  
**TRAFFIC, OF THE CODE OF THE CITY OF MARGATE CITY,**  
**COUNTY OF ATLANTIC AND STATE OF NEW JERSEY**

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

**SECTION 1.** Margate City Code **Chapter 257-15** shall be amended to **add** the following locations for handicapped parking within the City of Margate City:

**257-15 Handicapped Parking on Street**

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Unit Block South Lancaster Avenue	West	From a point 70 feet South of the Southwest corner of Ventnor Avenue  To a point 23 feet South thereof.

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

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

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

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

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

Board of Commissioners of the City of Margate City, NJ

**Johanna Casey:** Reads Ordinance #22-2022 by title.

A motion for introduction of **Ordinance #22-2022**, amending Chapter 250, Trailers, Campers and Boats of the Code of the City of Margate City, was put forth by Commissioner Amodeo, Seconded by Commissioner Blumberg, with a vote of three ayes.

**ORDINANCE NO. 22-2022**  
**AN ORDINANCE AMENDING CHAPTER 250 TRAILERS, CAMPERS AND BOATS**  
**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 250** is hereby to amended and add the following section:

§ 250-1. Definitions.

- A. Dump Trailer or Dumper Trailer is defined as any open trailer used for transporting material (such as dirt, gravel or demolition waste) for construction. Dump Trailers to include any trailer with hydraulics to lift installed trailer bed from its frame for the unloading of materials.**
- B. Utility Trailer is defined as any trailer pulled by vehicle or towed by a powered vehicle, car or truck. The trailer can be a flat-bed open-air trailer, open box or as an enclosed-box trailer with or without shelving units and/or specialty built-ins.**

§ 250-4 2. **Parking of boats and watercraft.**

**[Amended 9-23-1987 by Ord. No. 1987-17; 3-28-1996 by Ord. No. 1996-4; 6-15-2006 by Ord. No 2006-14]**

- A. No person shall park or have parked a motorboat, sailboat or other watercraft, on trailers or otherwise, on any public highway or street in the City of Margate between the hours of 10:00 p.m. and 6:00 a.m. except during such times that a hurricane or severe storm warning is in effect.**
- B. The penalty for violation of this section shall be in the amount of \$100. [Added 4-17-2014 by Ord. No. 23-2014]**

§ 250-2 3. **Licensed commercial marinas.**

**[Added 6-15-2006 by Ord. No 2006-14; amended 12-3-2009 by Ord. No. 31-2009]**

Licensed commercial marinas shall be permitted to store and park motorboats, sailboats or other watercraft on the upland portion of the marina property upon the review and approval of the Zoning Officer.

§ 250-4. **Parking restricted on private property.**

**[Amended 9-23-1987 by Ord. No. 1987-17; 3-28-1996 by Ord. No. 1996-4]**

- A. Motorboats, sailboats, motor craft or any trailer for carrying the same may be parked on private property, provided that the owner of the motorboat, sailboat or motor craft is the occupant of the premises on which the unit is parked. [Amended 2-17-2011 by Ord. No. 1-2011]**
- B. No motorboats, sailboats or motor craft shall be parked within five feet of the property line on either side of said property, or within 15 feet of the rear line.**
- C. No motorboat, sailboat or motor craft shall be parked in a manner so that any portion of the unit on the property shall extend closer to the street than the front of the main portion of the building used for occupancy on the same premises, excluding any porch.**

§ 250-4 (Reserved)

§ 250-5. **Parking of Utility Trailer and Dump/Dumper Trailer**

- A. No person shall park or have parked a Utility Trailer or Dump/Dumper Trailer on any public highway or street in the City of Margate between the following days/hours**



- a. Friday before Memorial Day through Labor Day, both dates inclusive, between the hours of 5:00 p.m. and 7:30 a.m.
- B. Any exceptions will be at the approval of the Chief of Police or designee

§ 250-5 6. **Occupancy and storage restrictions.**

No parked camper, travel trailer or house trailer shall be used for occupancy at any time while parked pursuant to this chapter, nor shall any parked trailer be used for the storage of personal property other than the ordinary implements of the trailer itself. A camper, travel trailer or house trailer shall be deemed occupied if used in any respect other than dead storage, even if no person sleeps therein.

~~§ 250-6 through~~

**§ 250-7. (Reserved)**

**§ 250-8 Violations and penalties.**

**[Amended 1-25-1988 by Ord. No. 1988-1]**

Any person who violates the terms of this chapter by parking or using and occupying a camper, travel trailer or house trailer, or **by parking a Utility Trailer or Dump/Dumper Trailer** in violation of the terms of this chapter, or any owner or operator of a parking lot or owner of property who permits or allows the owner or operator of a camper, travel trailer or house trailer to occupy and use said vehicle within the City of Margate City in violation of the provisions of this chapter, shall be subject to a fine not to exceed \$1,000 ~~or subject to a penalty of 90 days in the county jail, or subject to both, in~~ at the discretion of the Judge of the Municipal Court.

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

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

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

Board of Commissioners of the City of Margate City, NJ

**Johanna Casey:** Reads Ordinance #23-2022 by title.

A motion for introduction of **Ordinance #23-2022**, amending Chapter 175-2, Definitions of the Code of the City of Margate City, was put forth by Commissioner Amodeo, Seconded by Commissioner Blumberg, with a vote of three ayes.

**ORDINANCE NO. 23– 2022  
AN ORDINANCE AMENDING CHAPTER 175-2, DEFINITIONS  
OF THE CODE OF THE CITY OF MARGATE CITY,  
COUNTY OF ATLANTIC AND STATE OF NEW JERSEY**

**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 175-2** shall be amended to **add** the following amendment to:

**§ 175-2 Definitions.**

Unless otherwise expressly stated, the following terms shall, for the purpose of this chapter, have the meanings as herein defined. Whenever a term is used in this chapter which is defined in the Municipal Land Use Law (MLUL), such term shall have the same meaning as defined in the Municipal Land Use Law (MLUL).

**DECK**

A roofed or unroofed outdoor extension of a house or other building for the purpose of outdoor activity by the occupants. ~~A deck may be constructed at or above a first-floor portion of a building at the level of the second story, but not above that level. Third-floor decks shall be permitted on houses facing the bay and shall be placed on the facade of the house facing the water only. Third-floor decks shall be permitted on all houses on the ocean side of Atlantic Avenue. Such third-floor decks shall be subject to all setback requirements.~~

**DECK, THIRD FLOOR**

**Third-floor decks shall be permitted on single family, two-family, and multifamily homes with site plan approvals directly facing and adjacent to, the bay, lagoon, mini creek and the Atlantic Ocean and water bodies and shall be placed on the facade of the house facing the water only. Limited to one (1) deck per residential unit. Third-floor decks shall be permitted on all single family and two-family houses throughout the City of Margate provided that they face the street and such third-floor decks shall be subject to all setback requirements and abide by the design standards in Section 175-26N.**

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

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

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

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

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

Board of Commissioners of the City of Margate City, NJ

**Johanna Casey:** Reads Ordinance #24-2022 by title.

A motion for introduction of **Ordinance #24-2022**, amending Chapter 175-26, Specific Design Standards of the Code of the City of Margate City, was put forth by Commissioner Amodeo, Seconded by Commissioner Blumberg, with a vote of three ayes.

## ORDINANCE NO. 24– 2022

**AN ORDINANCE AMENDING CHAPTER 175-26, SPECIFIC DESIGN STANDARDS  
OF THE CODE OF THE CITY OF MARGATE CITY,  
COUNTY OF ATLANTIC AND STATE OF NEW JERSEY**

**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 175-26** shall be amended to **revise** the following to the Design Standards.

**§ 175-26 Specific design standards.**

In reviewing any application for development, the Board shall consider the following standards.

**Add:**

**N. Third Floor decks other than those defined and not on waterfront property shall comply to the below standards:**

- (1) Third floor decks must be partially hidden from view with a pent roof two third of the required railing height.**
- (2) Third floor decks may not occupy more than 50% of the area of any permitted decks below and may not extend beyond the roof line if on a gable or gambrel roof end. The railing must not extend higher than the adjacent roof.**
- (3) If no deck is below, the third-floor deck may not exceed one third (1/3) of the width of the building where the deck is to be located.**
- (4) Third floor decks may not extend further out than any deck below including the pent roof.**
- (5) Third floor decks on corner lots may be permitted to take advantage of either street front or both streets with one (1) deck provided that the aggregate area does exceed in subsection (2) above.**
- (6) Third Floor decks shall not have any solid roof unless within the defined building envelope.**

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

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

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

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

\_\_\_\_\_  
Maury Blumberg, Commissioner  
Board of Commissioners of the City of Margate City, NJ



**Ordinances: Adoption**

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

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

**ORDINANCE NO. 19-2022****AN ORDINANCE AMENDING CHAPTER 145 FLOOD DAMAGE PREVENTION  
ARTICLE IV ADMINISTRATION OF THE CODE OF THE CITY OF MARGATE  
CITY, COUNTY OF ATLANTIC AND STATE OF NEW JERSEY**

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

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

**Article IV  
Administration**

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

**§ 145-12 Measurement of elevations; development permit.**

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



floodproofing criteria in Article V;

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

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

**§ 145-13 Designation of Floodplain Management Administrator.**

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

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

**§ 145-14 Duties and responsibilities of Administrator.**

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

- A. Permit review. The ~~Construction Official~~ Floodplain Administrator in conjunction with the floodplain development committee shall:
  - (1) Review all development permits to determine that the permit requirements of this chapter have been satisfied.
  - (2) Review all development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.
  - (3) Review certified plans and specifications for compliance with the requirements of this chapter.
  - (4) Review all development permits in the areas of special flood hazard, except in the coastal high-hazard area, to determine if the proposed development adversely affects the flood-carrying capacity of the areas of special flood hazard. For the

purpose of this chapter, "adversely affects" means that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will increase the water surface of the base flood more than 0.2 foot at any point.

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

floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the maximum extent possible.

G. Substantial damage review. The Administrator shall:

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

§ 145-15 **Variance procedures.**

A. Appeal Board.

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



such as sewer, gas, electrical, and water systems, and streets and bridges; and

- (l) The request for a variance is not an after-the-fact request.
- (5) Upon consideration of the factors of this chapter and the purposes of this chapter, the Planning Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.
- (6) The ~~Construction Code Official~~/Floodplain Administrator shall maintain the records of all appeal actions, including technical information, and report any variances to the Federal Insurance Administration upon request.

B. Conditions for variances.

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

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

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

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

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

\_\_\_\_\_  
Maury Blumberg, Commissioner  
Board of Commissioners of the City of Margate City, NJ

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

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

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

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

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

**Section 1.    Description of Project:**



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

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

Section 2. Permanent Funding of Appropriation

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

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

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

In anticipation of the issuance of the Bonds, the City hereby authorizes, if necessary or desirable, the issuance, sale and award of construction project notes (the “Construction Project Notes”) pursuant to the I-Bank’s construction financing program (the “I-Bank Construction Financing Program”). The Construction Project Notes shall be substantially in the form provided by the I-Bank in the I-Bank Construction Financing Program’s loan agreement. The execution and delivery of the Project Notes and all additional documents and instruments related thereto by the Mayor, Chief Financial Officer and City Clerk (collectively, the “Authorized Officials”) is hereby authorized. The Authorized Officials are each hereby authorized to determine, pursuant to the terms and conditions established by the I-Bank and the State under the I-Bank Construction Financing Program’s loan agreement and the terms and conditions of this Ordinance and any subsequent resolution of the City Commission, the following items with respect to the Construction Project Notes: (a) the aggregate principal amount of the Construction Project Notes to be issued, which amount shall not exceed \$2,500,000; (b) the maturity of the Construction Project Notes, which shall be no later than two years after the date of issuance thereof; (c) the date of the Construction



Project Notes; (d) the interest rate of the Construction Project Notes, which shall not exceed 2% per annum; (e) the purchase price for the Construction Project Notes; and (f) such other matters with respect to the Construction Project Notes as may be necessary, desirable or convenient in connection with the sale, issuance and delivery thereof. The Authorized Officials are hereby further authorized to manually execute and deliver and the City Clerk is hereby further authorized to attest by manual signature to such execution and to affix, imprint, engrave or reproduce the corporate seal of the City to any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officials in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Construction Project Notes and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such document, instrument or closing certificate by the party authorized under this resolution to execute such document, instrument or closing certificate.

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

If the City shall elect to forego the I-Bank Construction Financing Program, then prior to the issuance of permanent bonds and to temporarily finance the Water Meter Replacement Project stated in Section 1, above, negotiable notes of the City in a principal amount not exceeding TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) are hereby authorized to be issued pursuant to the limitations prescribed by the Local Bond Law. All such note(s) shall mature at such time as may be determined by the Chief Financial Officer or such other Financial Officer designated by Resolution for these purposes (both being hereinafter referred to in this Section as Chief Financial Officer); provided that no note shall mature later than one (1) year from its issue date. Such note(s) shall bear interest at a rate or rates and shall be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with any note(s) issued pursuant to this Bond Ordinance, and the signature of the Chief Financial Officer upon such note(s) shall be conclusive evidence as to all such determinations. The Chief Financial Officer is hereby authorized to sell the note(s) from time to time at public or private sale in such amounts as the Chief Financial Officer may determine and not less than par, and to deliver the same from time to time to the purchasers thereof upon receipt of the purchase price plus accrued interest from their dates to the date of delivery thereof as payment thereof. Such Chief Financial Officer is authorized and directed to report in writing to the Mayor and the City Commission at the meeting next succeeding the date when any sale or delivery of the note(s) pursuant to this Bond Ordinance is made. Such report shall include the amount, the description, the interest rate, the maturity schedule of the note(s) sold, price obtained and the name of the purchaser. All note(s) issued hereunder may be renewed from time to time for periods not exceeding one (1) year for the time period specified in and in accordance with the provisions and limitations of N.J.S.A. 40A:2-8(a) of the Local Bond Law. The Chief Financial Officer is further directed to determine all matters in connection with said note or notes and not determined by this Bond Ordinance. The Chief Financial Officer's signature upon said note(s) shall be conclusive evidence of such determination.

**Section 5. Additional Matters**

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

- (a) The said purposes described in Section 1 of this Bond Ordinance are not current expenses and are improvements which the City may lawfully require or make and no part of the costs thereof has been or

shall be specifically assessed on property specifically benefited thereby.

- (b) The average period of usefulness of said purposes authorized herein, taking into consideration the respective amounts of said obligations authorized for such purposes, computed in accordance with N.J.S.A. 40A:2-22 is **40 years**.
- (c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the office of the City Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this Bond Ordinance by a maximum amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000), and the said Bonds authorized by this Bond Ordinance will be within all debt limitations prescribed by the Local Bond Law.
- (d) Amounts not exceeding **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)** in the aggregate for interest on said Bonds, costs of issuing said Bonds, engineering and inspection costs, legal expenses, a reasonable proportion of the compensation and expenses of employees of the City in connection with the improvements as authorized herein, and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 of the Local Bond Law have been included as part of the costs of said improvement and are included in the foregoing estimate thereof.

#### **Section 6. Maturity of Bonds**

The Bonds shall mature at such time or times not exceeding forty (40) years from the date thereof as may be approved by the Local Finance Board of the Division of Local Government Services of the Department of Community Affairs of the State of New Jersey ("**Local Finance Board**") pursuant to N.J.S.A. 58:11B-9(a) and 40A:2-26 of the Local Bond Law. All other terms of the Bonds, including, without limitation, the dates thereof, the rate or rates of interest to be paid thereon, the provisions for redemption prior to maturity thereof, and the place or places for payment thereof, shall be as determined by subsequent resolution or resolutions of the City Commission as permitted by N.J.S.A. 40A:2-16 of the Local Bond Law.

#### **Section 7. Execution of Bonds**

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

#### **Section 8. Authorization to Contract**

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

#### **Section 9. Execution of Documents**



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

**Section 10. Covenants**

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

**Section 11. Ratification of Prior Actions**

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

**Section 12. Application of Grants**

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

**Section 13. Full Faith and Credit**

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

**Section 14. Official Intent to Reimburse Expenditures**

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

**Section 15. Effective Date**



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

**Section 16. Capital Budget**

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

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

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

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

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

**Resolutions:**

A motion to adopt **Resolution #195-2022**, authorizing the payment of claims, was put forth by Commissioner Amodeo, Seconded by Commissioner Blumberg, with a vote of three ayes.

**RESOLUTION #195-2022  
PAYMENT OF CLAIMS  
MARGATE CITY BILL LIST / PAYROLL  
OCTOBER 20, 2022**

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

**BILLS LIST AMOUNT:**

\$7,408,050.38

PREVIOUSLY PAID: \$ 26,601.79

PAYROLL ACCOUNT – October 20, 2022

CURRENT ACCOUNT \$ 481,454.44

WATER & SEWER \$ 55,420.67

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.

October 17, 2022  
12:57 PM

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

Page No: 1

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

First Enc Date Range: First to 10/20/22  
Include Non-Budgeted: Y

Open: N  
Rcvd: Y  
Bid: Y  
Paid: N  
Held: N  
State: Y  
Void: N  
Aprv: N  
Other: Y  
Exempt: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-00004	01/10/22	ATLC0JIF ATLANTIC CO MUN JOINT INS FUND	2022 JIF Assessment	Open	222,617.00	0.00	
22-00006	03/01/22	HORIZON2 HORIZON EYE CARE PA	employee vision 3/1 - 12/31/22	Open	2,412.00	0.00	c
Contract No: C2200001							
22-00015	01/10/22	RUTALA James Rutala Associates, LLC.	2022 Grant Consultant	Open	2,175.00	0.00	c
Contract No: C2100039							
22-00017	01/10/22	JPM JERSEY PROFESSIONAL MANAGEMENT	Acting City Administrator	Open	6,159.50	0.00	c
Contract No: C2100041							
22-00019	01/10/22	ANIMAL SAMUEL W. HOLLAND DBA	Animal Control Service	Open	725.00	0.00	c
Contract No: C2100046							
22-00021	01/10/22	ABELSLLC Abel's Cleaning Agency, LLC	Janitorial Service	Open	3,767.00	0.00	c
Contract No: C2100048							
22-00022	01/10/22	BRIGHTVI Brightview Landscapes, LLC	Landscape maintenance-City	Open	10,545.08	0.00	c
Contract No: C2100049							
22-00024	01/10/22	BARKER Barker, Gelfand,	Civil Litigation Services	Open	1,328.50	0.00	c
Contract No: C2100051							
22-00045	01/11/22	MARIANNE Marianne Christian	fund 2022 petty cash	Open	94.49	0.00	
22-00047	01/11/22	COLONIAL Colonial Electrical Supply Inc	PW Sheds	Open	89.00	0.00	
22-00052	01/12/22	WB MASON W.B. MASON CO., INC.	PW - Office Supplies	Open	328.04	0.00	
22-00053	01/12/22	WB MASON W.B. MASON CO., INC.	Janitorial Supplies	Open	1,307.89	0.00	B
22-00054	01/12/22	VERIZON1 Verizon Wireless	Police Air Cards	Open	200.22	0.00	B
22-00056	01/12/22	VERIZON10 Verizon Connect NWF, Inc.	PW GPS Service	Open	456.00	0.00	B
22-00064	01/13/22	GENTILIN GENTILINI FORD, INC.	Vehicle Repair/Supplies	Open	119.68	0.00	
22-00068	01/13/22	GOLDEN Golden Equipment Co., Inc.	Sweeper Supplies	Open	846.52	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	
22-00122	01/20/22	FRYES Frye's Auto Repair	VEHICLE MAINTENANCE	Open	25.00	0.00	
22-00130	01/21/22	ACELECTR ATLANTIC CITY ELECTRIC	General Electric Bills	Open	13,194.74	0.00	
22-00131	01/21/22	ACELECTR ATLANTIC CITY ELECTRIC	water/Sewer Electric Bills	Open	11,951.16	0.00	
22-00132	01/21/22	ACELECTR ATLANTIC CITY ELECTRIC	Street Light Electric Bills	Open	779.10	0.00	
22-00133	01/21/22	ACELECTR ATLANTIC CITY ELECTRIC	Temp Electric Bills	Open	221.35	0.00	
22-00136	01/21/22	SJ GAS1 South Jersey Gas Company	South Jersey Gas	Open	82.62	0.00	
22-00152	01/24/22	CTYATL ATLANTIC COUNTY TREASURER	Quarterly County Taxes	Open	6,945,981.42	0.00	
22-00155	01/25/22	SCHOPPY Wm. Schoppy, Inc.	Memorial Plaques	Open	899.94	0.00	
22-00172	01/27/22	GROFF005 GT Mid Atlantic LLC	Truck Repair	Open	2,742.00	0.00	
22-00176	01/27/22	KELLI J Kelli A. Johnson	Basketball Referee	Open	495.00	0.00	
22-00177	01/27/22	CHRIS K CHRIS KANE	Referee	Open	495.00	0.00	
22-00184	01/27/22	ACTION U ACTION UNIFORM CO. LLC	Uniforms	Open	663.00	0.00	
22-00193	01/28/22	RANJ REGISTRARS' ASSOCIATION OF NJ	Membership Renewal	Open	90.00	0.00	
22-00206	02/01/22	OLD CAPE OLD CAPE, INC.	Concrete/Asphalt	Open	434.25	0.00	

October 17, 2022  
12:57 PM

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

Page No: 2

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-00217	02/02/22	NJDHSS NJ DEPT HEALTH & SENIOR SVCS	DOG LICENSE REPORT	Open	9.00	0.00	
22-00244	02/08/22	COREM005 Core & Main LP	Meters & Assemblies	Open	15,960.00	0.00	
22-00247	02/08/22	TRACEY Tracey Blake	Gymnastics Class	Open	1,140.00	0.00	
22-00257	02/09/22	ONECONCE One Call Concepts, Inc.	Mark Out Requests	Open	258.83	0.00	
22-00298	02/16/22	AE STONE A.E. STONE, INC.	Hot Patch	Open	720.26	0.00	
22-00307	02/22/22	BWSTEST0 B.W.Stetson & Sons LLC	Coffee Supplies	Open	157.00	0.00	
22-00308	02/22/22	HOT BAGE HOT BAGELS AND MORE MMM LLC	Bagels	Open	1,268.41	0.00 B	
22-00322	02/24/22	STATELAB Garden State Laboratories, Inc	Water Testing / Samples	Open	100.00	0.00	
22-00328	02/24/22	CORELOG4 CoreLogic	REFUND TAX PAYMT-WRONG PROPRTY	Open	2,676.66	0.00	
22-00353	03/02/22	AMAZ0005 Amazon Capital Services, Inc.	Misc Supplies	Open	256.43	0.00	
22-00361	09/16/22	MCAA MCAA Of New Jersey	League of Municipalities Conv	Open	120.00	0.00	
22-00378	03/09/22	MIRACLE MIRACLE CHEMICAL COMPANY	Sodium Hypochlorite	Open	2,947.00	0.00	
22-00384	03/09/22	M JEWITT Margaret Jewitt	Exercise Class	Open	400.00	0.00	
22-00385	03/09/22	G MEDOFF Geraldine Medoff	Tai Chi & Chair Yoga	Open	650.00	0.00	
22-00395	03/10/22	WB MASON W.B. MASON CO., INC.	Supplies	Open	246.38	0.00	
22-00399	07/01/22	JOHNWERN John Werner	monthly stipend per MCEA	Open	1,000.00	0.00 B	
22-00435	03/18/22	BSNSPORT BSN Sports, LLC	Sports Supplies	Open	134.99	0.00	
22-00453	03/28/22	WB MASON W.B. MASON CO., INC.	Finance Office Supplies	Open	355.12	0.00	
22-00472	03/31/22	DHILT Douglas Hiltner	Referee	Open	270.00	0.00	
22-00501	04/06/22	ALLEG005 Allegra Marketing Print & Mail	Police Department Printing	Open	222.50	0.00	
22-00518	04/12/22	WILMAC Wilmac Business Equipment Co.	Police Call Recording System	Open	2,488.00	0.00	
22-00547	04/20/22	CODY CODY COMPUTER SERVICES, INC	Annual Support	Open	2,347.63	0.00	
22-00552	04/21/22	FASTENAL Fastenal Company	Mechanic Supplies	Open	467.43	0.00	
22-00620	05/11/22	BRENT005 Brent Material Company	Meter Covers/ Curb Box	Open	8,549.50	0.00	
22-00645	05/17/22	SIGNALCO SIGNAL CONTROL PRODUCTS, INC.	Inventory Supplies	Open	1,476.00	0.00	
22-00803	06/28/22	COREM005 Core & Main LP	Integrated network metering	Open	29,750.00	0.00 C	
		Contract No: C2200015					
22-00814	06/30/22	HOHMANN Innovative Leadership	Comm Workshops / Assessments	Open	255.00	0.00	
22-00864	07/13/22	HOMED308 Home Depot Credit Services	Tennis Court Paint	Open	489.00	0.00	
22-00883	07/19/22	DOCUTREN Docutrend Inc.	Copier Contract	Open	21.75	0.00 B	
22-00888	07/21/22	4IMPR005 4imprint, Inc.	2022 Funfest - Golf Towels	Open	256.63	0.00	
22-00893	07/12/22	WITMER Witmer Public Safety Group Inc	Fire Department Equipment	Open	219.00	0.00	
22-00959	08/09/22	PREFERRD Preferred Choice Supply Co.	Meter Setters	Open	7,327.50	0.00	
22-00988	08/22/22	4IMPR005 4imprint, Inc.	Fall/Winter shirts/sweatshirts	Open	3,370.56	0.00	
22-01033	08/31/22	HOMED308 Home Depot Credit Services	Carpenter Supplie	Open	515.40	0.00	
22-01035	08/31/22	CDSALES C & D SALES	Employee jackets	Open	6,676.75	0.00	
22-01066	09/09/22	ABELSLLC Abel's Cleaning Agency, LLC	Station 1 Floors - Cleaning	Open	800.00	0.00	
22-01074	09/13/22	CONTRACT Contractor Service	Landscape Supplies	Open	357.34	0.00	
22-01077	09/13/22	CONTRACT Contractor Service	w/s Traffic Cones	Open	1,323.00	0.00	
22-01080	09/13/22	4IMPR005 4imprint, Inc.	Funfest - Green Team GiveAway	Open	490.81	0.00	
22-01083	09/14/22	INSTANT Instant Verification Child	Background Checks	Open	228.00	0.00	
22-01085	09/14/22	FOREMOST FOREMOST PROMOTIONS	Fire Prevention - Jr FF Badges	Open	1,654.27	0.00	
22-01092	09/15/22	SCHWAAB SCHWAAB, INC	Tax City of Margate Stamp	Open	41.75	0.00	
22-01093	09/15/22	SCHWAAB SCHWAAB, INC	w/s utilities stamp	Open	41.75	0.00	
22-01102	09/20/22	SERVITRE Service Tire Truck Centers Inc	Rear Tires for Engine 21	Open	2,897.40	0.00	
22-01103	09/20/22	EVS Emergency Vehicle Services LLC	Preventive Maintenance 2022	Open	6,837.71	0.00	
22-01107	09/22/22	VERALPH V.E. RALPH & SON, INC.	First Aid Supplies	Open	315.77	0.00	
22-01112	09/23/22	FUSSNER Joe Fussner	Basketball Referee	Open	90.00	0.00	
22-01113	09/23/22	ARTHANDL ART HANDLERS APPLIANCE CENTER	washing Machine for Station 1	Open	570.00	0.00	
22-01121	09/26/22	WASHINN Washington Inn	SR BUS TRIP TO CAPE MAY	Open	1,050.00	0.00	
22-01122	09/27/22	AD COMM A&D Commercial Painting, LLC	PW Building Floor	Open	6,100.00	0.00	
22-01123	09/27/22	ALPHA Alpha Youth Sports, Inc.	Soccer Coach Training	Open	1,080.00	0.00	
22-01124	09/27/22	STOCKCAR Stockton University Career Ed		Open	125.00	0.00	
22-01125	09/27/22	PREFERRD Preferred Choice Supply Co.	Meter Setters & Curb Box	Open	15,446.00	0.00	



October 17, 2022  
12:57 PM

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

Page No: 3

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
22-01127	09/28/22	E LOWRY Elizabeth Lowry	Girls On The Go	Open	525.65	0.00	
22-01128	09/28/22	360TROOS 360 Translations	Interpreting Services	Open	173.00	0.00	
22-01129	09/28/22	EASTCOOS East Coast Flag & Flagpole Inc	Flagpole Repair	Open	2,600.00	0.00	
22-01131	09/29/22	SJOVERHE SOUTH JERSEY OVERHEAD DOOR	Repairs to Rear Garage Door	Open	1,121.80	0.00	
22-01134	09/30/22	AMAZO005 Amazon Capital Services, Inc.	computer supplies	Open	370.71	0.00	
22-01136	09/30/22	GALLOWAY GALLOWAY WHOLESale NURSERY LLC	Landscape Plants	Open	280.29	0.00	
22-01138	10/03/22	USABLUE USA BLUEBOOK	PW Supplies	Open	4,005.35	0.00	
22-01143	10/03/22	WINDHAM Windham Weaponry	Training	Open	900.00	0.00	
22-01147	10/04/22	VERIZ 21 VERIZON COMMUNICATIONS INC	telephone service - Oct 2022	Open	3,350.42	0.00	
22-01149	10/05/22	GIANNONE CHRIS GIANNONE PLUMBING,	Police Department	Open	2,550.00	0.00	
22-01150	10/05/22	IRONMOUN IRON MOUNTAIN	record storage-october 2022	Open	809.74	0.00	
22-01151	10/05/22	AMAZO005 Amazon Capital Services, Inc.	bags and paper	Open	201.00	0.00	
22-01152	10/05/22	WB MASON W.B. MASON CO., INC.	paper and binder clips	Open	67.95	0.00	
22-01155	10/07/22	MOSSMANS MOSSMANS BUSINESS MACHINE INC	copier contract	Open	266.22	0.00	
22-01158	10/07/22	VERIZ LD VERIZON BUSINESS	Verizon Long Distance Sept	Open	94.26	0.00	
22-01159	10/07/22	JOHN DAN FLEISHMAN DANIELS LAW OFFICES	Water Meter replacement projec	Open	3,996.61	0.00	
22-01160	10/07/22	ACTION U ACTION UNIFORM CO. LLC	Uniforms for Office of OEM	Open	633.00	0.00	
22-01161	10/05/22	SAMS Sam's Club	Fire Department Supplies	Open	67.92	0.00	
22-01162	10/07/22	ARTHANDL ART HANDLERS APPLIANCE CENTER	Repairs to Station 2 Washer	Open	166.73	0.00	
22-01163	10/07/22	CDSALES C & D SALES	Fire Department Uniform Items	Open	467.55	0.00	
22-01164	09/27/22	VERALPH V.E. RALPH & SON, INC.	EMS EPI Pens - Fire Department	Open	4,188.00	0.00	
22-01168	10/11/22	DEFENDER DEFENDER EMERGENCY PRODUCTS	Repair Parts for Quint 24	Open	1,581.12	0.00	
22-01169	10/12/22	TELVUE TelVue Corporation	webus govt access channel	Open	300.00	0.00	
22-01170	10/12/22	STATE010 STATE TREASURER	Application for QPA Exam	Open	150.00	0.00	
22-01173	10/13/22	EUROFINS Eurofins QC, Inc.	Monitoring well State Form	Open	25.00	0.00	
22-01177	10/13/22	GIANNONE CHRIS GIANNONE PLUMBING,	Municipal Building	Open	3,850.00	0.00	
22-01181	10/14/22	MARCGREE Marc Greenberg	Referee	Open	270.00	0.00	
22-01182	10/14/22	KELLY C Kelly Crawford	Soccer Referee	Open	300.00	0.00	
22-01183	10/17/22	AMAZO005 Amazon Capital Services, Inc.	computer supplies	Open	45.55	0.00	
22-01184	10/17/22	PITPURCH Pitney Bowes Purchase Power	postage refill	Open	3,000.00	0.00	
22-01185	10/14/22	ACTION U ACTION UNIFORM CO. LLC	Fire Department - white Gloves	Open	84.00	0.00	
22-01186	10/17/22	SJWELDIN SOUTH JERSEY WELDING SUPPLY CO	Oxygen Supply Fire Department	Open	310.57	0.00	
22-01187	10/17/22	WLCON005 WL Construction Supply, Inc.	Carbide Tip - Sawzall Blades	Open	304.71	0.00	
Total Purchase Orders: 127 Total P.O. Line Items: 0 Total List Amount: 7,408,050.38 Total Void Amount: 0.00							

October 17, 2022  
12:57 PM

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

Page No: 4

Totals by Year-Fund	Fund	Budget Total	Revenue Total	G/L Total	Total
Fund Description					
APPROPRIATIONS	1-01	6,676.75	0.00	0.00	6,676.75
APPROPRIATIONS	2-01	7,273,491.53	0.00	0.00	7,273,491.53
	2-05	39,689.84	0.00	0.00	39,689.84
Year Total:		7,313,181.37	0.00	0.00	7,313,181.37
	T-09	77,033.00	0.00	0.00	77,033.00
	T-12	9.00	0.00	0.00	9.00
	T-14	11,150.26	0.00	0.00	11,150.26
Year Total:		88,192.26	0.00	0.00	88,192.26
Total of All Funds:		7,408,050.38	0.00	0.00	7,408,050.38

City of Margate  
Additional Bill List - Previously Paid

For meeting on 10/20/2022

Current Fund	Vendor	Description	Amount	Date Paid	Check #
PO #					
22-00197	Delta Dental	Group Health Ins	\$ 4,149.00	10/7/2022	88274
22-00055	Verizon Wireless	Cellular Service	\$ 1,000.00	10/7/2022	88275
22-00132	Atlantic City Electric	Various Street Lights	\$ 18,071.89	10/17/2022	88276

Total Current Account \$ 23,601.79

Water Sewer	Vendor	Description	Amount	Date Paid	Check #
PO #					

Total Water Sewer \$ -

Total Paid All Funds \$ 23,601.79

A motion to adopt **Resolution #196-2022**, authorizing the filing of an application for a short-term construction loan for the Municipal Water Meter Replacement Project, was put forth by Commissioner Amodeo, Seconded by Commissioner Blumberg, with a vote of three ayes.

Water Meter Replacement Project  
(CW)  
Construction Loan

## RESOLUTION #196-2022

A RESOLUTION OF THE CITY OF MARGATE, COUNTY OF ATLANTIC, STATE OF NEW JERSEY, AUTHORIZING THE FILING OF AN APPLICATION FOR A SHORT-TERM CONSTRUCTION LOAN FROM THE NEW JERSEY INFRASTRUCTURE BANK UNDER THE CONSTRUCTION FINANCING PROGRAM FOR THE MUNICIPAL WATER METER REPLACEMENT PROJECT

Applicant: CITY OF MARGATE, COUNTY OF ATLANTIC

Loan Number: S340666-03

WHEREAS, in accordance with the provisions of Resolution No. 59-2022, adopted on March 3, 2022, and Bond Ordinance No. 2022-20, adopted on October 20, 2022, the City of Margate, in the County of Atlantic, State of New Jersey (the "City") authorized the filing of an application with the New Jersey Department of Environmental Protection ("DEP") and the New Jersey Infrastructure Bank (the "I-Bank") for the financing of a clean water project involving the replacement of water meters on a city-wide basis (the "Water Meter Replacement Project") under the New Jersey Infrastructure Bank Financing Program (the "NJIB Program"); and

WHEREAS, the City desires to temporarily finance the Water Meter Replacement Project prior to the closing of a permanent loan under the NJIB Program with the proceeds of a short-term construction loan in an aggregate principal amount of up to Two Million Five Hundred Thousand Dollars (\$2,500,000) to be made by the I-Bank (the "Construction Loan") to the City pursuant to the New Jersey Infrastructure Bank Construction Financing Program (the "Construction Financing Program");

WHEREAS, the City intends to issue to the I-Bank its general obligation bonds or notes in a maximum aggregate principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000), which amount shall be sufficient to pay the costs of the Water Meter Replacement Project, including engineering, legal and the other soft costs associated with the issuance of such notes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE AS FOLLOWS:

**Section 1.** That the City, by and through its Authorized Representatives (as hereinafter specified), is hereby authorized to file an application for the Construction Loan and to execute and deliver all additional certifications, instruments, notes and other documents as may be required in connection with the Construction Financing Program for the Water Meter Replacement Project, including without limitation a negotiable note of the City to be issued to the I-Bank in an aggregate principal amount of up to Two Million Five



Hundred Thousand Dollars (\$2,500,000). The terms of the Note shall be as set forth in a subsequent resolution or resolutions of the City.

**Section 2.** That the Mayor, City Administrator, Chief Financial Officer and City Engineer are each hereby authorized to act as the Authorized Representatives to represent the City in all matters relating to the Construction Loan for the Water Meter Replacement Project. The Authorized Representatives may be contacted at the Margate Municipal Building, 9001 Winchester Avenue, Margate, New Jersey 08402, Phone No. (609) 822-2605.

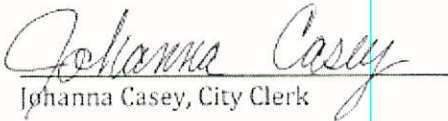
**Section 3.** This Resolution shall take effect immediately.

ROLL CALL:

NAME	MOTION	SECONDED	YES	NO	ABSTAINED	ABSENT
Becker			X			
Amodeo	X		X			
Blumberg		X	X			

Dated: October 20, 2022

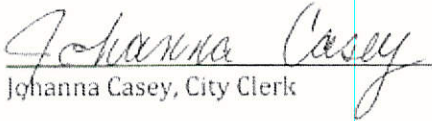
CITY OF MARGATE

  
Johanna Casey, City Clerk

CERTIFICATE

I, Johanna Casey, City Clerk of the City of Margate, in the County of Atlantic, New Jersey, **HEREBY CERTIFY**, that the foregoing copy of the Resolution of the City Commission duly adopted on October 20, 2022, has been compared by me with the original Resolution as officially recorded in my office in the Minutes Book of the governing body and is a true, complete and correct copy thereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of the City this 20<sup>th</sup> day October, 2022.

  
Johanna Casey, City Clerk

[SEAL]

A motion to adopt **Resolution #197-2022**, determining the form and other details of its “note relating to the Construction Financing Program of the New Jersey Infrastructure Bank” regarding the short-term loan for the Municipal Water Meter Replacement Project, was put forth by Commissioner Amodeo, Seconded by Commissioner Blumberg, with a vote of three ayes.

Bulkhead Project  
(CW)  
Short Term Construction Loan

## RESOLUTION NO. 197-2022

RESOLUTION OF THE CITY OF MARGATE, IN THE COUNTY OF ATLANTIC, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$2,500,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE CITY OF MARGATE IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE CONSTRUCTION FINANCING LOAN PROGRAM FOR THE WATER METER REPLACEMENT PROJECT

WHEREAS, in accordance with the provisions of Resolution No. 59-2022, adopted on March 3, 2022, and Bond Ordinance No. 2022-20, adopted on October 20, 2022, the City of Margate, in the County of Atlantic, State of New Jersey (the "City") authorized the filing of an application with the New Jersey Department of Environmental Protection ("DEP") and the New Jersey Infrastructure Bank (the "I-Bank") for the financing of a clean water project involving the city-wide replacement of water meters (the "Water Meter Replacement Project") under the New Jersey Environmental Infrastructure Bank Financing Program; and

WHEREAS, the City desires to temporarily finance the Water Meter Replacement Project with the proceeds of a short-term construction loan in an aggregate principal amount of up to \$2,500,000 to be made by the I-Bank (the "Construction Loan") to the City pursuant to the New Jersey Infrastructure Bank Construction Financing Program (the "Construction Financing Program"); and

WHEREAS, to (i) evidence and secure the repayment obligation of the City to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the City to issue and sell to the I-Bank the "Note Relating to the Construction Financing Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$2,500,000 (the "Note"); and

WHEREAS, it is the desire of the City to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City as follows:

**Section 1.** In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the City hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by the following Bond Ordinance and Resolutions: **Bond Ordinance No. 2022-20** of the Borrower finally adopted on October 20, 2022, entitled "BOND ORDINANCE PROVIDING FOR A CLEAN WATER PROJECT COMPRISED OF REPLACEMENT OF WATER METERS IN AND BY THE CITY OF MARGATE, IN THE COUNTY OF ATLANTIC, NEW JERSEY APPROPRIATING TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) THEREFOR AND AUTHORIZING THE ISSUANCE OF UP TO TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) AGGREGATE PRINCIPAL AMOUNT BONDS OR NOTES OF THE CITY OF MARGATE, COUNTY OF ATLANTIC, NEW JERSEY TO FINANCE THE COST THEREOF"; **Resolution No. 59-2022**, adopted by Borrower on March 3, 2022, entitled "RESOLUTION APPROVING THE SUBMITTAL OF AN APPLICATION TO NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FOR INFRASTRUCTURE PROJECTS"; and **Resolution No. 196-2022**, adopted by Borrower on October 20, 2022, entitled "A RESOLUTION OF THE CITY OF MARGATE, COUNTY OF ATLANTIC, STATE OF NEW JERSEY, AUTHORIZING THE FILING OF AN APPLICATION FOR A SHORT TERM CONSTRUCTION LOAN FROM THE NEW JERSEY INFRASTRUCTURE BANK UNDER THE CONSTRUCTION FINANCING PROGRAM FOR THE MUNICIPAL WATER METER REPLACEMENT PROJECT", at which meetings a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

**Section 2.** The Mayor, City Administrator or Chief Financial Officer of the City (the "Authorized Officers") are hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

**Section 3.** Any determination made by the Authorized Officers pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

**Section 4.** The City hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount up to \$2,500,000;
- (b) the maturity of the Note shall be determined by the I-Bank;
- (c) the interest rate of the Note shall be determined by the Trust;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;



- (f) the Note shall be issued in a single denomination and shall be numbered as directed by the I-Bank;
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the City Clerk.

**Section 5.** The Note shall be substantially in the form attached hereto as Exhibit A and shall be subject to such revisions as may be approved by the Authorized Officers.

**Section 6.** The law firm of Fleishman Daniels Law Offices, LLC, is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the Trust for the Construction Financing Program, to arrange for same.

**Section 7.** The Authorized Officers of the City are hereby further severally authorized to (i) execute and deliver, and the City Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the City to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers of the City after consultation with counsel and any advisors to the City and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the City in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the City in the Construction Financing Program.

**Section 8.** Upon the adoption hereof, the City Clerk shall forward certified copies of this Resolution to Fleishman Daniels Law Offices, LLC, bond counsel to the City, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the Trust.

**Section 9.** This Resolution shall take effect immediately.

The foregoing is a true copy of a Resolution adopted by the City Commission of the City of Margate on October 20, 2022.

ROLL CALL:

NAME	MOTION	SECONDED	YES	NO	ABSTAINED	ABSENT
Becker			X			
Amodeo	X		X			
Blumberg		X	X			

DATE: October 20, 2022


CITY OF MARGATE

  
Johanna Casey, City Clerk

CERTIFICATE

I, Johann Casey, City Clerk of the City of Margate, in the County of Atlantic, New Jersey, **HEREBY CERTIFY**, that the foregoing copy of the Resolution of the City Commission duly adopted on October 20, 2022, has been compared by me with the original Resolution as officially recorded in my office in the Minutes Book of the governing body and is a true, complete and correct copy thereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of the City this 20<sup>th</sup> day October, 202.

  
Johanna Casey, City Clerk

[SEAL]

EXHIBIT A

FORM OF NOTE  
DO NOT EXECUTE

CITY OF MARGATE (ATLANTIC COUNTY)  
NOTE  
RELATING TO:  
THE CONSTRUCTION FINANCING TRUST LOAN PROGRAM  
OF THE NEW JERSEY INFRASTRUCTURE BANK

S \_\_\_\_\_, 2022

FOR VALUE RECEIVED, \_\_\_\_\_, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note"); provided, however, that portions of the Interest may be due and

payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

**SECTION 1. Definitions.** As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

“**Act**” means the “New Jersey Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

“**Administrative Fee**” means the “NJDEP Fee” as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

“**Anticipated Financing Program**” means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

“**Anticipated Long-Term Loan**” means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

“**Appropriation Condition**” means the procedural appropriation by the State for the Project through the inclusion of the Project on the Project Priority List (which Project Priority List is required pursuant to the Act) in an appropriation amount equal to or greater than the Principal amount of the Loan then due and payable by the Borrower pursuant to the terms hereof.

“**Authorized Officer**” means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

“**Code**” means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“**Cost**” or “**Costs**” means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.



**"Environmental Infrastructure Facilities"** means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

**"Environmental Infrastructure System"** means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

**"Event of Default"** means any occurrence or event specified in Section 6 hereof.

**"Financial Plan"** means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

**"I-Bank Bonds"** means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

**"Interest"** means the interest that shall accrue on a daily basis with respect to Principal to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

**"Interest Rate"** means the rate of interest as shall be established by an Authorized Officer of the I-Bank for a given State Fiscal Year in a manner consistent with the terms and provisions of the Financial Plan for such State Fiscal Year.

**"Loan"** means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

**"Loan Disbursement Requisition"** means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

**"Maturity Date"** means **June 30, 20\_\_**, subject, however, to earlier or later maturity to the extent provided by each of the following: (i) subject to such earlier date that shall be the earlier of (A) the date that shall be the second anniversary of the date of issuance of this Note, in the event that, by such date, the construction contract relating to the Project has not been certified for funding by the NJDEP, or (B) June 30 of the third State Fiscal Year following the State Fiscal Year during which the construction contract relating to the Project has been certified for funding by the NJDEP, provided that such date is prior to **June 30, 20\_\_**; (ii) subject to such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program; or (iii) subject to such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and approved by an Authorized Officer of the Borrower; subject, in all events, to the rights and remedies of the I-Bank pursuant to, respectively, the provisions of Section 6 hereof

and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants obligations of the Borrower hereunder, including, without limitation and in particular, the covenant obligation of the Borrower set forth in Section 3 hereof.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Payment Date” means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

“Principal” means the principal amount of the Loan, at any time being the lesser of (i) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

“Project” means the Environmental Infrastructure Facilities of the Borrower which constitute a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

“Regulations” means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

“State” means the State of New Jersey.

**SECTION 2. Representations of the Borrower.** The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be



executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).



(c) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

### SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing with Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax-exempt bonds"). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower shall permit the I-Bank and any party designated thereby, at any and all reasonable times during construction of the Project and thereafter, upon prior written notice, to examine, visit and inspect the property, if any, constituting the Project.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

**SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.**

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank or designee thereof, each such disbursement and the date thereof to be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest

is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto in the amount recorded thereon, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made for the purpose of funding fifty percent (50%) of the Administrative Fee and paid by the I-Bank on behalf of the Borrower directly to the NJDEP in satisfaction of the provisions hereof. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; (iii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the Appropriation Condition has been satisfied to an extent and in an amount that is sufficient to fund, in the aggregate, the particular Loan Disbursement Requisition in



question and all prior Loan Disbursement Requisitions; and (iv) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

**SECTION 5. Unconditional Obligations.** The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

**SECTION 6. Events of Default.** The following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

**SECTION 7. Remedies upon Event of Default.** Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other

amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the "New Jersey Infrastructure Bank Credit Policy", adopted by the Board of Directors of the I-Bank, and as further amended and supplemented from time to time (the "Credit Policy"), during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

**SECTION 8. Certain Miscellaneous Provisions.** The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: City of Margate, 9001 Winchester Avenue, Margate City, New Jersey 08402, Attention: Lisa McLaughlin, Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[The remainder of this page has been left blank intentionally.]





**Consent Agenda:**

A motion to adopt the Consent Agenda for **Resolution #198-2022 thru Resolution #213-2022**, was put forth by Commissioner Amodeo, Second by Commissioner Blumberg, with a vote of three ayes.

**RESOLUTION #198-2022  
AUTHORIZING THE AWARD OF CONTRACT TO MARATHON ENGINEERING &  
ENVIRONMENTAL SERVICES  
PHASE II ENVIRONMENTAL SITE ASSESSMENT FOR  
123 NORTH BENSON, 203 NORTH BENSON, 210 NORTH BENSON, AND  
209 NORTH DECATUR AVENUES**

**WHEREAS**, the City of Margate City, in the County of Atlantic, State of New Jersey has a need to continue the Environmental Site Assessment for 123 North Benson Avenue, 203 North Benson Avenue, 210 North Benson Avenue and 209 North Decatur Avenue; and

**WHEREAS**, this Contract is being considered without competitive bidding due to Resolution #52-2022 Naming Qualified Engineering Firms as a Shared Service with the City of Ventnor and is an exception to the Local Public Contracts Law, *N.J.S.A.* 40:11A-5 (1)(a)(i).; and

**WHEREAS**, Marathon Engineering & Environmental Services, 1616 Pacific Avenue, Suite 501, Atlantic City, NJ 08401, has submitted a proposal dated September 20, 2022 to provide the necessary work for the Phase II Environmental Site Assessment; and

**WHEREAS**, Roger McLarnon, Municipal Purchasing Agent, submitted a letter of recommendation dated September 20, 2022 that the contract be awarded to the lowest responsible bidder Marathon Engineering & Environmental Services, 1616 Pacific Avenue, Suite 501, Atlantic City, NJ 08401 as per their bid proposal in an amount of \$30,425.00; and

**WHEREAS**, the Chief Financial Officer has certified to the City Commission of the City of Margate City, County of Atlantic, State of New Jersey that there are adequate funds in the amount of \$30,425.00 in following account Capital Ordinance 07-2019 C-04-55-984-901 for approval.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey that it does hereby award a contract to Marathon Engineering & Environmental Services, 1616 Pacific Avenue, Suite 501, Atlantic City, NJ 08401, as per their bid proposal for Phase II Environmental Study for 123 North Benson Avenue, 203 North Benson Avenue, 210 North Benson Avenue and 209 North Decatur Avenue in an amount not to exceed \$30,425.00, and that the award of contract be advertised according to law one time in the Press of Atlantic City newspaper.

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.

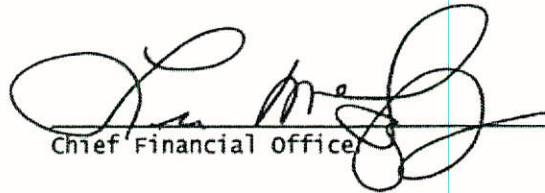
Contract Amount: 30,425.00  
Resolution Date: 10/20/22  
Resolution Number: 198-2022

Vendor: MARATHON Marathon Engineering &  
Environmental Services Inc.  
1616 Pacific Avenuen Suite 501  
Atlantic City, NJ 08401

Contract: C2200022 Remedial Activities: N.  
Benson and Monmouth Avenues  
324.01-125 (Phase II

Account Number	Amount	Department Description
C-04-55-984-901	30,425.00	Ordinance 07-2019
Total	30,425.00	

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

  
Chief Financial Officer

**RESOLUTION #199-2022  
AUTHORIZING REFUND OF TAX OVERPAYMENT**

**WHEREAS**, it has been determined by the City of Margate City Tax Collector that Block 329, Lot 45, known as 127 N. Madison Avenue, has a credit balance in the 3<sup>rd</sup> Quarter 2022 (Aug. 1<sup>st</sup>) in the amount of \$2,676.66 as a result of an overpayment of taxes; and

**WHEREAS**, CoreLogic, a tax servicer for mortgage companies, electronically paid this property in error and does not escrow taxes for said property; and the homeowner's bank also paid 3<sup>rd</sup> Quarter (August 1<sup>st</sup>) taxes, leaving a credit on 3<sup>rd</sup> Quarter 2022; and

**WHEREAS**, CoreLogic has requested the tax overpayment be refunded.

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

The Chief Financial Officer is hereby authorized to issue a check in the amount of \$2,676.66 to CoreLogic.

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

**RESOLUTION #200-2022  
AUTHORIZING RECEIPT OF BIDS  
2023 LANDSCAPE MANAGEMENT OF VARIOUS PUBLIC PROPERTIES  
AND VENTNOR AVENUE PARKWAY LANDSCAPING**

**WHEREAS**, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey, is desirous of receiving bids for the 2023 Landscape Management of Various Public Properties and Ventnor Avenue Parkway Landscaping located in the City of Margate City; and

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

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

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

1. Lisa McLaughlin, Chief Financial Officer
2. Frank Ricciotti, Department of Public Works
3. Roger McLarnon, Purchasing Agent

**RESOLUTION #201-2022  
AUTHORIZING RECEIPT OF BIDS  
2023 CLEANING & TELEVISIONING SEWER SYSTEMS**

**WHEREAS**, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey is desirous of receiving bids for the 2023 Cleaning and Televisioning Sewer Systems located in the City of Margate City; and

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

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

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

1. Lisa McLaughlin, Chief Financial Officer
2. Frank Ricciotti, Department of Public Works
3. Roger McLarnon, Purchasing Agent



**RESOLUTION #202-2022  
CITY OF MARGATE CITY  
2023 BOARD OF COMMISSIONERS MEETING SCHEDULE**

**WHEREAS**, in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 Chapter 231, P.L. 1975, it is necessary for the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey to post and maintain a schedule of the meetings of the Board of Commissioners that will be held during the year 2023; and

**WHEREAS**, the following meetings will be held by the Board of Commissioners of the City of Margate City for the year 2023:

1. Workshop/Capital Meetings - begin at 3:00 p.m. or as otherwise advertised
2. Regular Meetings - begin at 4:00 p.m. or as otherwise advertised
4. Special Meetings - as needed and advertised according to the requirements of the Open Public Meetings Act.

**NOW, THEREFORE, BE IT RESOLVED** that Special Meetings of the Board of Commissioners may be called by any of the following when all requirements of the Open Public Meetings Act have been met:

1. A majority of the Board of Commissioners acting by Resolution
2. Mayor

**BE IT FURTHER RESOLVED** by the Board of Commissioners of the City of Margate City that the 2023 Meeting Schedule, as noted below, for the Board of Commissioners is hereby approved and the City Clerk is hereby authorized to:

1. Post the Schedule of Meetings as required by law
2. Post the schedule of Meetings on the City of Margate City Website
3. Notify the Atlantic City Press and the Star Ledger of the schedule of meetings, as approved

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

1. Department Heads
2. Margate City Business Association

CITY OF MARGATE  
2023 MEETING SCHEDULE

WORKSHOP/CAPITAL MEETINGS - 3:00pm

All Workshop/Capital Meetings are held at Historic City Hall, 1 S. Washington Avenue, Margate City, NJ on the dates listed below. Official action **MAY BE TAKEN** at these meetings. (Meetings will be held on Thursday unless otherwise noted)

REGULAR/CLOSED SESSION MEETINGS – 4:00pm

All Regular Meetings/ Closed Session Meetings are held At Historic City Hall, 1 S. Washington Avenue, Margate City, NJ on the dates listed below. Official action **SHALL BE TAKEN** at said meetings.

CAPITAL MEETING/WORKSHOP 3:00 p.m.	REGULAR COMMISSION MEETING 4:00 p.m.
January 5, 2023	January 5, 2023
January 19,2023	January 19,2023
February 2, 2023	February 2, 2023
February 16, 2023	February 16, 2023
March 2, 2023	March 2, 2023
March 16, 2023	March 16, 2023
April 4, 2023	April 4, 2023
April 20, 2023	April 20, 2023
May 4, 2023	May 4, 2023
May 18, 2023	May 18, 2023
June 1, 2023	June 1, 2023
June 15, 2023	June 15, 2023
July 6, 2023	July 6, 2023
July 20, 2023	July 20, 2023
August 3, 2023	August 3, 2023
August 17, 2023	August 17, 2023
September 7, 2023	September 7, 2023
September 21, 2023	September 21, 2023
October 5, 2023	October 5, 2023
October 19, 2023	October 19, 2023
November 2, 2023	November 2, 2023
November 16, 2023	November 16, 2023
December 7, 2023	December 7, 2023
December 21, 2023	December 21, 2023

ALL COMMISSION MEETINGS ARE HELD ON THE FIRST AND THIRD THURSDAY OF EACH MONTH IN THE COURT ROOM OF 1 S. WASHINGTON AVENUE MARGATE, N.J. 08402, UNLESS OTHERWISE NOTED.  
THIS NOTICE WILL BE POSTED AND PUBLISHED IN ACCORDANCE WITH THE “OPEN PUBLIC MEETINGS LAW “ P.L. 1975 C231.

BY ORDER OF THE BOARD OF COMMISSIONERS  
Johanna Casey, RMC  
City Clerk, Margate City

**CITY OF MARGATE  
RESOLUTION #203-2022  
APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT  
AGREEMENT WITH THE U. S. DEPARTMENT OF HOMELAND SECURITY  
FOR THE FY 2022 FEMA BUILDING RESILIENT INFRASTRUCTURE AND  
COMMUNITIES (BRIC) PROGRAM**

**WHEREAS**, the Federal Emergency Management Agency (FEMA) in the U. S. Department of Homeland Security is offering a new program known as Building Resilient Infrastructure and Communities (BRIC)Program; and

**WHEREAS**, the BRIC Program aims to shift the federal focus away from reactive disaster spending and toward research-supported, proactive investment in community resilience; and

**WHEREAS**, FEMA anticipates BRIC funding projects that demonstrate innovative approaches to partnerships, such as shared funding mechanisms, and/or project design; and

**WHEREAS**, the BRIC Program’s funding is tied to Presidential disaster declarations with a 6 percent set-aside from disaster grants; 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**, actions taken through this Program may result in lower flood insurance premiums through the Community Rating System, increase ratables and improved resiliency; and

**WHEREAS**, this program is available to certain municipalities in the State of New Jersey and it requires a 25 percent local match from the municipality.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of 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 U. S. Department of Homeland Security.

**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.

**CITY OF MARGATE  
RESOLUTION #204-2022  
APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT  
AGREEMENT WITH THE  
U. S. DEPARTMENT OF HOMELAND SECURITY FOR THE FY2022 FEMA FLOOD  
MITIGATION ASSISTANCE PROGRAM**

**WHEREAS**, the U. S. Department of Homeland Security for the FEMA Flood Mitigation Assistance Program; and

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

**WHEREAS**, this grant program does not require a local match from the municipality; 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 property acquisition and structure demolition or relocation, structure elevation, mitigation reconstruction, bulkheads, dry-flood proofing, and other mitigation measures; and

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

**NOW, THEREFORE, BE IT RESOLVED** that Board of Commissioners of the City of Margate City, in the 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 U. S. Department of Homeland Security.

**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 #205-2022**  
**AUTHORIZING APPOINTMENT OF MUNICIPAL AUDITOR**  
**SUPLEE, CLOONEY & COMPANY**

**WHEREAS**, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey has determined it has a need to acquire Auditing Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A.* 19:44A-20.5 and Margate City Ordinance #36- 2005; and

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

**WHEREAS**, Suplee, Clooney & Company, 308 East Broad Street, Westfield, New Jersey 07090 has completed and submitted a Business Entity Disclosure Certification which certifies that Suplee, Clooney & Company has not made any contributions to a political or candidate committee in the City of Margate City in the previous one year, and that the contract will prohibit Suplee, Clooney & Company from making any contributions through the term of the contract; 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: Future Operating Budget: Financial Admin Audit 3-01-20-135-201 \$27,000.00, contingent upon funds being appropriated in the 2023 budget.

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

1. The Mayor is hereby authorized to execute and the City Clerk to attest to a contract between the City of Margate City and Suplee, Clooney & Company for Municipal Auditing Services in the amount not to exceed \$27,000.00.
2. The Business Disclosure Entity Certification and the Determination of Value shall be placed on file with this Resolution.
3. A notice of this action shall be printed once in the Atlantic City Press.

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: 27,000.00  
Resolution Date: 10/20/22  
Resolution Number: 205-2022

Vendor: SUPLEECL SUPLEE, CLOONEY & COMPANY  
308 EAST BROAD STREET  
WESTFIELD, NJ 070902122

Contract: C2200023 Preparation of the 2022  
Statutory Audit

Account Number	Amount	Department Description
3-01-20-135-201	\$27,000.00	Financial Admin- Audit

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

  
Chief Financial Officer

**RESOLUTION #206-2022  
AUTHORIZING AWARD OF CONTRACT  
FOR ACCOUNTING SERVICES  
FORD-SCOTT & ASSOCIATES, 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 to acquire Accounting Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A.* 19:44A-20.5 and Margate City Ordinance #36- 2005; and

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

**WHEREAS**, Ford-Scott & Associates, LLC, 1535 Haven Ave., Ocean City, New Jersey 08226 has completed and submitted a Business Entity Disclosure Certification which certifies that Ford-Scott & Associates, LLC has not made any contributions to a political or candidate committee in the City of Margate City in the previous one year, and that the contract will prohibit Ford-Scott & Associates, LLC, from making any contributions through the term of the contract; and

**WHEREAS**, the Chief Financial Officer has certified to the City Commissioners that there are adequate funds available for the purpose of contract not to exceed \$12,500.00 in the following account: Financial Admin Audit and Accounting: 3-01-20-135-201, contingent upon sufficient funds being approved in the 2023 Municipal Budget.

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

1. The Mayor is hereby authorized to execute and the City Clerk to attest to a contract between the City of Margate City and Ford-Scott & Associates, LLC, 1535 Haven Ave., Ocean City, New Jersey 08226 for municipal accounting services; to audit the 2022 financial statements and provide accounting services to include assistance; with the preparation of 2023 Budget, 2022 Annual Financial Statement, 2022 Annual Debt Statement and assistance with debt management in the amount not to exceed \$12,500.00
2. Contract is contingent upon filing required insurance documents with the City of Margate City.
3. A notice of this action shall be printed once in the Atlantic City Press.

Certification of Availability of Funds

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

Contract Amount: 12,500.00  
Resolution Date: 10/20/22  
Resolution Number: 206-2022

Vendor: FORDSCOT FORD, SCOTT & ASSOCIATES, LLC  
1535 HAVEN AVENUE  
OCEAN CITY, NJ 08226

Contract: C2200024 2023 Accounting Services:  
2022 Annual Debt Stmt, Annual  
Financial Stmt, 2023 Budget

Account Number	Amount	Department Description
3-01-20-135-201	\$12,500.00	Financial Admin- Audit & Accounting

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

  
\_\_\_\_\_  
Chief Financial Officer

**R E S O L U T I O N #207-2022**  
**AUTHORIZING AWARD OF CONTRACT FOR**  
**HEALTH INSURANCE BROKER SERVICES TO**  
**BROWN & BROWN METRO, LLC**

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

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

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

**WHEREAS**, the Chief Financial Officer has certified to the City Commissioners that there are adequate funds available for the purpose of contract in the following account: Group Health Brokers 2-01-23-220-260 \$1,041.67 and 3-02-23-220-260 \$11,458.33 contingent upon sufficient funds being appropriated in the 2023 budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Margate City hereby authorizes the Mayor and City Clerk to execute the award of contract without competitive bidding as an Extraordinary Unspecifiable Service pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) to Brown & Brown Metro, LLC, 3330 Bargaintown Road, Suite 2, Egg Harbor Township, NJ 08234 in the amount of \$12,500 for a one year period (December 1, 2022 through November 30, 2023).

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

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



Certification Of Availability of Funds

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

Contract Amount: 12,500.00  
Resolution Date: 10/20/22  
Resolution Number: 207-2022

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

Contract: C2200025 Health Broker Services  
12/1/22 - 11/30/23

Account Number	Amount	Department Description
2-01-23-220-260	1,041.67	Group Health- Brokers
Total	1,041.67	

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

  
Chief Financial Officer

**RESOLUTION #208-2022**  
**AUTHORIZING AWARD OF CONTRACT FOR**  
**HEALTH INSURANCE BROKER SERVICES TO**  
**PROFESSIONAL BENEFIT CONSULTANTS, INC.**

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

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

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

**WHEREAS**, the Chief Financial Officer has certified to the Board of Commissioners that there are adequate funds available for the purpose of contract in the following account: Group Health Brokers 2-01-23-220-260 \$1,041.67 and 3-02-23-220-260 \$11,458.33 contingent upon sufficient funds being appropriated in the 2023 budget.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of the City of Margate City hereby authorizes the Mayor and City Clerk to execute the award of contract without competitive biddings as an Extraordinary, Unspecifiable Service pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) to Professional Benefit Consultants, Inc., 1601 New Road, Suite 100, Northfield, NJ 08225 in the amount of \$12,500 for a one year period (December 1, 2022 through November 30, 2023).

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

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

Certification Of Availability of Funds

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

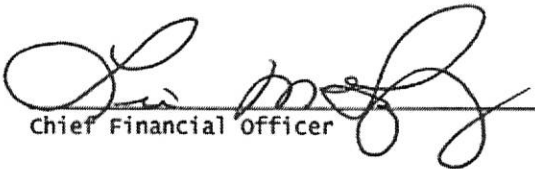
Contract Amount: 12,500.00  
Resolution Date: 10/20/22  
Resolution Number: 208-2022

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

Contract: C2200026 Health Broker Services  
                         12/1/22 - 11/30/23

Account Number	Amount	Department Description
2-01-23-220-260	1,041.67	Group Health- Brokers
Total	1,041.67	

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

  
Chief Financial Officer

**RESOLUTION #209-2022  
AUTHORIZING THE APPOINTMENT OF  
MUNICIPAL FLOODPLAIN ADMINISTRATOR**

**WHEREAS**, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey has determined it has a need for a Municipal Floodplain Administrator to administer and implement the duties set forth in Chapter 145 Flood Damage Prevention of the Code of the City of Margate City; and

**WHEREAS**, Guy James Galantino, Building Code Inspector, has the certification and experience; and

**WHEREAS**, the Board of Commissioners desires to appoint Guy James Galantino as Floodplain Administrator for the City of Margate City.

**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 Guy James Galantino be appointed Floodplain Administrator.

**RESOLUTION #210-2022  
AUTHORIZING ADDENDUM TO CITY OF MARGATE CITY  
EMPLOYEES ASSOCIATION  
CONTRACT AGREEMENT  
JANUARY 1, 2022 THROUGH DECEMBER 31, 2024  
TO AMEND ARTICLE XIV RETIREMENT SECTION D**

**WHEREAS**, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey, on December 16, 2021 approved Resolution #281-2021 a Contract Agreement with Margate City Employees Association; and

**WHEREAS**, The Board of Commissioners has determined that there is a need to amend such agreement to accurately reflect an amendment to Article XIV Retirement to include Section D.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Board of Commissioners of the City of Margate City that Margate City Employee Association Contract Agreement hereby amend Article XIV Retirement to include Section D attached hereto is hereby adopted.

ARTICLE XIV

D. Should an employee retire with a disability retirement under the provisions of NJ PERS with twenty or more years of service with Margate and having attained the age of fifty-five but less than the age of sixty-five than that employee shall be eligible for the benefits in paragraph C but only until he shall attain the age of sixty-five or he shall become eligible for social security disability benefits or for a maximum of thirty -six months whichever first occurs.

**RESOLUTION #211-2022  
AUTHORIZING RECEIPT OF BIDS  
SIGMUND S. RIMM RECREATIONAL COMPLEX WALKWAY REPLACEMENT**

**WHEREAS**, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey, is desirous of receiving bids for the Sigmund S. Rimm Recreational Complex Walkway Replacement located at Jerome Avenue in the City of Margate City; and

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

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

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

1. Lisa McLaughlin, Chief Financial Officer
2. Frank Ricciotti, Department of Public Works
3. Roger McLarnon, Purchasing Agent



**RESOLUTION #212-2022  
AUTHORIZING RECEIPT OF BIDS  
SIGMUND S. RIMM RECREATIONAL COMPLEX BATTING CAGE REPLACEMENT**

**WHEREAS**, the Board of Commissioners of the City of Margate City, in the County of Atlantic, State of New Jersey, is desirous of receiving bids for the Sigmund S. Rimm Recreational Complex Batting Cage Replacement located at Jerome Avenue in the City of Margate City; and

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

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

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

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

1. Lisa McLaughlin, Chief Financial Officer
2. Frank Ricciotti, Department of Public Works
3. Roger McLarnon, Purchasing Agent

**R E S O L U T I O N #213-2022  
AUTHORIZING CHANGE ORDER #1 (INCREASE)  
MUNICIPAL BUILDING INTERIOR RENOVATION PROJECT**

**WHEREAS**, the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey authorized Resolution #66-2022 on March 17, 2022 awarding a contract to R. Maxwell Construction Co., 208 W. Delilah Road, Pleasantville, NJ 08232 as per their proposal for Municipal Building Interior Renovation Project in an amount of \$715,000.00; and

**WHEREAS**, Ed Dennis, City Engineer, has prepared a letter dated October 18, 2022 regarding an increase in Change Order #1 that relates to additional framed walls in the amount of \$66,865.15, resulting in a new contract amount of \$781,865.15; and

**WHEREAS**, the Chief Financial Officer has certified to the Margate City Board of Commissioners that there are sufficient funds in the amount of \$66,865.15 available under Ordinance 02-2022 C-04-55-987-902 account for approval of this change order.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Margate City, County of Atlantic, State of New Jersey does hereby approve Change Order # 1(Increase) in the amount \$66,865.15 to the contract with R. Maxwell Construction Co., 208 W. Delilah Road, Pleasantville, NJ 08232 to the new contract amount \$781,865.15.

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

1. Lisa McLaughlin, Chief Financial Officer
2. Roger McLarnon, Qualified Purchasing Agent
3. R. Maxwell Construction Co., 208 W. Delilah Road, Pleasantville, NJ 08232

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: 781,865.15  
Resolution Date: 10/03/22  
Resolution Number: 213-2022

Vendor: R MAX R. MAXWELL CONSTRUCTION CO INC  
206 WEST DELILAH ROAD  
PLEASANTVILLE, NJ 08232

Contract: U1680000 Municipal Building Interior  
Renovations

Account Number	Amount	Department Description
C-04-55-987-902	66,865.15	Ordinance 02-2022
Total	66,865.15	

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

  
Chief Financial Officer

Executive Session: None


Update: None

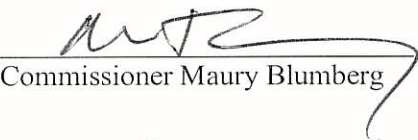
Adjournment:

There being no further business, Mayor Becker called for a motion to adjourn the meeting. Whereupon, the motion was made by Commissioner Amodeo, and seconded by Commissioner Blumberg, to adjourn the meeting. A unanimous voice vote was taken adjourning the meeting at 4:11p.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

