

BOROUGH OF OCEAN GATE

COUNCIL WORKSHOP MEETING MINUTES

August 14, 2024

Minutes of a Council Meeting of the Borough of Ocean Gate held on the above date at the Municipal Building, 801 Ocean Gate Avenue, Ocean Gate, N.J.

The Mayor Curtin called the meeting to order at 1:00 pm and announced that in compliance with the "OPEN PUBLIC MEETING LAW" P.L. 1975 C231 notice of this meeting had been advertised in the Star Ledger issue of September 20, 2023 posted in the Municipal Office Building, Adrian Hall and the Ocean Gate Post Office.

Following a salute to the flag roll call was taken with the following members present; Curtin, McGrath, Nicastro, Haug, Cox, Fry, Zieser.

RESOLUTON 2024-172 AUTHORIZING THE HIRING OF A PATROLMAN

A motion was made by Councilman McGrath to approve resolution 2024-172. Second to the motion made by Councilman Zieser. Roll Call Vote: Ayes: McGrath, Haug, Nicastro, Cox, Fry, Zieser. Motion Approved.

WHEREAS, there exists a need in the Borough of Ocean Gate for a Patrolman; and

WHEREAS, it is the recommendation of the Public Safety Committee that a Patrolman be hired for the Borough of Ocean Gate Police Department.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Ocean Gate, County of Ocean, State of New Jersey, that Brandon Waters is hired effective August 15, 2024 as a Patrolman for the Borough of Ocean Gate Police Department at a pay rate of \$17.50 per hour. Said employment is strictly at will and without health or other benefits.

BE IT FURTHER RESOLVED, that the employment of Patrolman Brandon Waters, is contingent upon certification of the availability of funds and satisfactory completion of any applicable pre-employment testing, background investigations, etc.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to forward a certified copy of this resolution to the following:

1. Brandon Waters, Patrolman
2. Mike Kuchta, Chief
3. Fred Ebenau, CFO
4. Kristen Hudnut, Fiscal Officer

ORDINANCE 696-24 BOROUGH OF OCEAN GATE, COUNTY OF OCEAN, STATE OF NEW JERSEY STORMWATER CONTROL ORDINANCE

A motion was made by Councilman Cox to open the public hearing for ord. 696-24. Second to the motion made by Council President McGrath. All in Favor. Motion Approved.

A motion was made by Councilman Cox to close the public hearing for ord. 696-24. Second to the motion made by Councilman Zieser. All in Favor. Motion Approved.

A motion was made by Councilman Cox to adopt ord. 696-24. Second to the motion made by Council President McGrath. Roll Call Vote: Ayes: McGrath, Haug, Nicastro, Cox, Fry, Zieser. Motion Approved.

Section I. Scope and Purpose:

A. Policy Statement

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

B. Purpose- The purpose of this ordinance is to establish minimum stormwater management requirements and controls for “major development,” as defined below in Section II.

C. Applicability

1. This ordinance shall be applicable to the following major developments:

- i. Non-residential major developments and redevelopment projects; and
- ii. Aspects of residential major developments and redevelopment projects that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21 et seq.

2. This ordinance shall also be applicable to all major developments undertaken by Borough of Ocean Gate.

3. Applicability of this ordinance to major developments shall comply with last amended N.J.A.C. 7:8-1.6, incorporated herein by reference.

D. Compatibility with Other Permit and Ordinance Requirements

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

This ordinance is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that,

where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

Section II. Definitions:

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

Section III. Design and Performance Standards for Stormwater Management Measures:

This section establishes design and performance standards for stormwater management measures for major development intended to minimize the adverse impact of stormwater runoff on water quality and water quantity and loss of groundwater recharge in receiving water bodies. Design and performance standards for stormwater management measures shall comply with last amended N.J.A.C. 7:8-5, incorporated herein by reference.

Section IV. Solids and Floatable Materials Control Standards:

- A. Site design features identified under Section III above, or alternative designs in accordance with Section III above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see Section IV.A.2 below.
 - 1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:
 - i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
 - ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension. Note that the Residential Site Improvement Standards at N.J.A.C. 5:21 include requirements for bicycle safe grates.

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

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

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

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

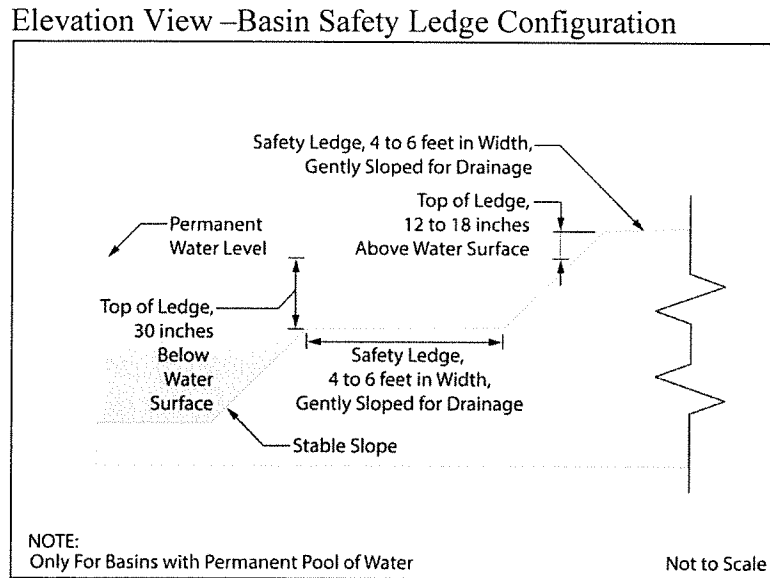
Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

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

Section V. Safety Standards for Stormwater Management Basins:

A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management basins. This section applies to any new stormwater management basin. Safety standards for stormwater management measures shall comply with last amended N.J.A.C. 7:8-6, incorporated herein by reference.

B. Safety Ledge Illustration



Section VI. Requirements for a Site Development Stormwater Plan:

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at Section VI.C below as part of the submission of the application for approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.
3. The applicant shall submit [*specify number*] copies of the materials listed in the checklist for site development stormwater plans in accordance with Section VI.C of this ordinance.

B. Site Development Stormwater Plan Approval

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

C. Submission of Site Development Stormwater Plan

The following information shall be required:

1. Topographic Base Map

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

2. Environmental Site Analysis

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

3. Project Description and Site Plans

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

4. Land Use Planning and Source Control Plan

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

5. Stormwater Management Facilities Map

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

- i. Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management

facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.

- ii. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations

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

7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of Section VII.

8. Waiver from Submission Requirements

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

Section VII. Maintenance and Repair:

A. Applicability

Projects subject to review as in Section I.C of this ordinance shall comply with the requirements of Section VII.B and VII.C.

B. General Maintenance

1. Maintenance for stormwater management measures shall comply with last amended N.J.A.C. 7:8-5.8, incorporated herein by reference.
2. The following requirements of N.J.A.C. 7:8-5.8 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department:

- i. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation; and
 - ii. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
 3. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.
- C. Nothing in this subsection shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53.

Section VIII. Penalties:

Any person(s) who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this ordinance shall be subject to the following penalties:

- A. Fines of up to \$500.00 per day for each day the violation persists.
- B. Nothing in this Section shall be construed to prevent the Borough of Ocean Gate from using any other lawful means to enforce this Ordinance.

Section IX. Severability:

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

Section X. Effective Date:

All ordinances or parts of ordinances of this municipality inconsistent herewith are hereby repealed to the extent of such inconsistency.

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

ORDINANCE 697-24 AN ORDINANCE TO REPEAL ORDINANCE 564-12 AND 630-19 ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE 1998 IN ITS ENTIRETY AND REPLACE WITH INTERNATIONAL PROPERTY MAINTENANCE CODE 2021 BY REFERENCE

A motion was made by Councilman Zieser to introduce ord. 697-24. Second to the motion made by Council President McGrath. Roll Call Vote: Ayes: McGrath, Haug, Nicastro, Cox, Fry, Zieser. Motion Approved.

BE IT ORDAINED by the Mayor and Council of the Borough of Ocean Gate, County of Ocean, State of New Jersey as follows:

SECTION 1. That ordinance No. 564-12 and 630-19 is hereby repealed in its entirety.

SECTION 2. Adoption of The International Property Maintenance Code 2021 by Reference.

The Borough hereby adopts by reference the standards, rules and regulations and penalties provided in the International Property Maintenance Code, 2021, and all of its rules and regulations as amended and set forth therein.

SECTION 3 Adoption of Code by reference.

The latest edition of the International Property Maintenance Code and all of the terms contained therein, and as such portions are hereinafter deleted, modified, changed or amended, are hereby adopted and incorporated as fully as if they were set forth at length herein for the purpose of Ordinance 697-24. Pursuant to N.J.S.A. 40:49-5.1 et seq. the aforesaid code is adopted by reference thereto, and a copy of the printed code is annexed to this chapter and shall be part of it as fully as though it had been set forth at length herein.

SECTION 4 Revisions to the latest edition of the International Property Maintenance Code.

The following provisions of the International Property Maintenance Code shall be revised and/or modified as follows:

- A. Chapter 1, entitled, "Scope and Administration," is hereby deleted in its entirety.
- B. Section 301.3 Vacant structures and land is hereby deleted in its entirety.
- C. Sections 302.1 Sanitation, 302.2 Grading and drainage, 302.3 Sidewalks and driveways, and 302.8 Motor vehicles are hereby deleted in their entirety.
- D. Section 304.4 Structural members is hereby deleted in its entirety.
- E. In Section 304.7 Roofs and drainage, the last sentence that reads, "Roof water shall not be discharged in a manner that creates a public nuisance" shall be deleted.
- F. In Section 304.14 Insect screens, the phrase "during the period from (date) to (date)" shall be deleted.
- G. Section 304.17 Guards for Basement windows, shall be deleted in its entirety.

- H. Section 305.2 Structural members, shall be deleted in its entirety.
- I. In Section 307.1 (formally 702.9) Handrails and Guardrails Side, the phrase “and having more than four risers” shall be revised to read “and having more than three risers.”
- J. Section 308 Rubbish and Garbage, entitled is hereby deleted in its entirety.
- K. In Section 502.4, Employee’s facilities, the phrase “and one drinking facility” shall be deleted.
- L. Section 505.2 Contamination, shall be deleted in its entirety.
- M. In Section 505.4 Water heating facilities, the following sentence shall be added: “All relief valve discharge pipes are to be metallic with no threaded ends and are to terminate six inches above the finish floor.” Not to print – changed temperature not less than 120 F to 110 F
- N. Section 507 Storm drainage, is hereby deleted in its entirety.
- O. In Section 602.3 Heat supply, the phrase “during the period from (date) to (date)” is hereby deleted, and the exception listed therein is deleted in its entirety.
- P. In Section 602.4, Occupiable work spaces, the phrase “during the period from (date) to (date)” is hereby deleted.
- Q. Section 605.2 Receptacles is hereby deleted in its entirety.
- R. Section 606 Elevators, Escalators, and Dumbwaiters, is hereby deleted in its entirety.
- S. In Section 704.6.3 Power source, the following sentence shall be added: “AC primary power source smoke detectors are to be replaced with the same power source with or without battery backup.”

SECTION 5. Notice of Violation

If any person, including owner, occupier or tenant shall be found to be occupying a dwelling or other building in violation of these standards, the Construction Official, Code Enforcement Office, Zoning Officer or other authorized person, authorized either by the Borough Council, or Mayor, shall give notice of the violation and permit sufficient time, not to exceed thirty (30) days, for the correction of that violation.

SECTION 6. Compliance

In the event the violation shall continue and not be abated after the time given by the Borough Official, then the owner, tenant or occupier shall be subject to having a summons issued for such violation. The Borough Police shall report any suspected violation to the Construction Official, Code Enforcement Officer and/or Zoning Officer as soon as it is discovered, whether the work is being performed with or without a permit.

SECTION 7. Service of Summons

In the event that a summons is issued as a result of an alleged violation of this section, the Construction Official, Code Enforcement Officer, Zoning Officer or a Borough Police Officer shall serve the summons as soon as is practicable.

SECTION 8. Violations and Penalties

Any person who violates any provision of this Ordinance shall be subject, upon conviction, to a fine not less than \$100.00 nor more than \$1,000.00, or imprisonment not exceeding ninety (90) days, or both, at the discretion of the Judge of the Municipal Court. A fine not less than \$250.00 shall be levied upon

conviction of a second violation of the same provision of this Ordinance. Each day that a violation continues after due notice has been served shall be deemed a separate offense. The Municipal Court of the Borough shall have jurisdiction to enforce the violation of this section and to impose such penalties as set forth hereinabove, and to collect any costs as set forth hereinabove.

SECTION 9. Appeals

In the event that an owner, occupier or tenant is aggrieved by any determination of the Construction Official, Code Enforcement Officer, Zoning Officer or other local official designated by the Mayor or Borough Council to enforce this section, the aggrieved owner, occupier or tenant shall have the right to appeal to the Borough Council. Such appeal shall be taken by filing a Notice of Appeal with the Borough Clerk within the time specified for abatement of the violation.

SECTION 10. SEVERABILITY:

If any section, subsection, paragraph, sentence or other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this Ordinance directly involved in the controversy in which said judgment shall have been rendered and all other provisions of this Ordinance shall remain in full force and effect.

SECTION 11. EFFECTIVE DATE:

This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law.

RESOLUTON 2024-173 AUTHORIZATION TO SIGN AGREEMENT WITH OMNI PARTNERS AND SOURCEWELL COOPERATIVE

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "Master Agreements" (herein so called) to provide a variety of goods, products and services ("Products") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners and Sourcewell Cooperative; Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners and Sourcewell Cooperative may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual promises contained in Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject Version January 12, 2024 to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners and Sourcewell Cooperative may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners and Sourcewell Cooperative or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA Version January 12, 2024 PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate.

ORDINANCE NO. 698-24 AN ORDINANCE OF THE BOROUGH OF OCEAN GATE, COUNTY OF OCEAN, STATE OF NEW JERSEY, REPEAL ORDINANCE #563-12 AND ORDINANCE #644-21, AN ORDINANCE REQUIRING THE REGISTRATION AND LICENSING OF ALL RENTAL PROPERTY WITHIN THE BOROUGH OF OCEAN GATE, COUNTY OF OCEAN, STATE OF NEW JERSEY; REQUIRING CERTAIN INSPECTIONS ON A PERIODIC BASIS TO QUALIFY FOR SUCH LICENSE; ESTABLISHING FEES; AND PROVIDING PENALTIES FOR VIOLATION THEREOF

A motion was made by Councilman Fry to introduce ord. 698-24. Second to the motion made by Councilman Zieser. Roll Call Vote: Ayes: McGrath, Haug, Nicastro, Cox, Fry, Zieser. Motion Approved.

WHEREAS, N.J.S.A. 46:8-28 et seq. mandates the registration of rental units either with the State of New Jersey or with the Borough Clerk or designee in the municipality wherein the rental unit is situated;

WHEREAS, the Borough Council intends the within Ordinance to parallel the requirements of N.J.S.A. 46:8-28 et seq. and to the extent that the information required to be furnished by this Ordinance satisfies the requirements of the Statute, the information will be filed and indexed in such a manner that the owner will comply with the requirements of N.J.S.A. 46:8- 28 et seq. as well as with the requirements of this Ordinance;

WHEREAS, it is the intention of the Borough Council to rely upon certain of the information required to be furnished to the Borough Clerk or designee pursuant to N.J.S.A.46:8-28 et seq. and to require certain additional information so as to enable the Borough of Ocean Gate to fulfill its responsibilities in promoting and protecting the public health, safety and welfare;

WHEREAS, it is the express intention of the Borough Council to encourage compliance with State law and nothing contained within this Ordinance is intended to be nor shall it be construed to be an attempt to interfere with a legislative policy enacted by the State of New Jersey;

WHEREAS, the purpose of this Ordinance is to insure that residential rental units are Properly maintained, to require landlords to comply with the International Property Maintenance Code, 2021. and to protect the lives and property of the Borough residents.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Ocean Gate, in Ocean County and State of New Jersey, as follows:

SECTION 1 - DEFINITIONS:

Unless the context clearly indicates a different meaning, the following words or phrases when used in this Ordinance shall have the following meaning:

- a. The term “agent” shall mean the individual or individuals designated by the owner as the person(s) authorized by the owner to perform any duty imposed upon the owner by this Ordinance. The term does not necessarily mean a licensed real estate broker or salesman of the State of New Jersey as those terms are defined by N.J.S.A. 45:15-3; however, such term may include a licensed real estate broker or salesman of the State of New Jersey *if* such person designated by the owner as his agent is so licensed.
- b. “Apartment Complex” shall mean one or more buildings, each containing two or more apartments, which are located within close proximity of each other and are owned by the same owner.
- c. “Apartment” or “dwelling” shall mean any apartment, cottage, bungalow, any room or rooms in dwelling unit consisting of one or more rooms occupying all or part of a floor or floors in a building, whether designed with or without housekeeping facilities for dwelling purposes and notwithstanding whether the apartment be designed for residence, for office, or the operation of any industry or business, or for any other type of independent use.
- d. “License” shall mean the license issued by the Borough Clerk or designee attesting that the rental unit has been properly registered in accordance with this Ordinance.
- e. “Licensee” shall mean the person to whom the license is issued pursuant to this Ordinance. The term “licensee” includes within its definition the term “agent” where applicable.
- f. “Owner” shall mean any person or group of persons, firm, corporation, or officer thereof, partnership association, or trust, who owns, operates, exercises control over or is in charge of a rental facility.
- g. “Person” shall mean an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- h. “Rental facility” shall mean every building, group of buildings or a portion thereof which is kept, used, maintained, advertised or held out to be a place where living accommodations are supplied, whether furnished or unfurnished, for pay or other consideration, to one (1) or more individuals and is meant to include apartments and apartment complexes.
- i. “Rental unit” shall mean a dwelling unit or “Apartment” as defined above which is available for lease or rental purposes and is meant to include individual apartments located within apartment complexes.

j. "Occupant" shall mean any individual residing in a "Rental Unit" who is not the owner of record or an immediate family member (son, daughter, father, or mother) of the owner of record.

SECTION 2 - REGISTRATION:

All rental units shall hereafter be registered with the Borough Clerk, Code Enforcement Officer, Construction Officer, Zoning Officer or designee of the Borough of Ocean Gate or such other person as designated by the Borough Council on forms which shall be provided for that purpose and which shall be obtained from the Borough Clerk or designee. Such registration shall occur on an annual basis as provided herein. Landlord License Required. Prior to offering a rental unit to the public for rent, the owner of the rental unit shall become a Licensed Landlord and file a Rental Property Registration Statement.

SECTION 3 - REGISTRATION AND LICENSING: TERM: INITIAL REGISTRATION PROVISIONS:

Each rental unit shall be registered with each change in occupancy. The license term shall commence on the 1st of the month and shall be valid until the last day of the preceding month of the next calendar year, at which time it shall expire and a new registration shall be required. The initial registration shall occur within 45 days following the adoption of this Ordinance. Any lease which has been executed prior to the adoption of this Ordinance shall not be affected but the rental unit must nevertheless be registered, inspected and licensed in accordance with this Ordinance. No rental unit shall hereafter be rented unless the rental unit is registered and licensed in accordance with this Ordinance.

SECTION 4 - REGISTRATION FORMS: FILING: CONTENTS:

Without in any way intending to infringe upon the requirements of N.J.S.A. 46:8-28, all rental units shall be registered and licensed as provided herein. Every owner shall file with the Borough Clerk or designee of the Borough of Ocean Gate or such other person as designated by the Borough Council a registration form for each unit contained within a building or structure which shall include the following information:

- a. The name and address of the record owner or owners of the premises and the record owner or owners of the rental business if not the same persons. In the case of a partnership the names and address of all general partners shall be provided together with the telephone numbers for each of such individuals indicating where such individual may be reached both during the day and evening hours. If the record owner is a corporation, the name and address of the registered agent and corporate officers of said corporation together with the telephone numbers for each of such individuals indicating where such individual may be reached both during the day and evening hours;
- b. If the address of any record owner is not located in Ocean Gate or in Ocean County, the name and address of a person who resides in Ocean County and who is authorized to accept notices from a tenant and to issue receipts therefore and to accept service of process on behalf of the record owner;
- c. The name and address of the agent of the premises, if any;
- d. The name and address, including the dwelling unit number of the superintendent, janitor, custodian or other individual employed by the owner or agent to provide regular maintenance service, if any;
- e. The name, address and telephone number of an individual representative of the owner or agent who may be reached or contacted at any time in the event of an emergency affecting the premises or any unit of dwelling space therein, including such emergencies as the failure of any essential service or system,

and who has the authority to make emergency decisions concerning the building and any repair thereto or expenditure in connection therewith;

f. The name and address of every holder of a recorded mortgage on the premises;

g. If fuel oil is used to heat the building and the landlord furnishes the heat in the building, the name and address of the fuel oil dealer servicing the building and the grade of fuel oil used;

h. As to each rental unit, a specification of the exact number of sleeping rooms contained in the rental unit. In order to satisfy the requirement of this provision, an owner shall submit a floor plan which shall become part of the application and which shall be attached to the registration form when filed by the Borough Clerk or designee;

i. Such other information as may be prescribed by the Borough.

j. A certified statement from the owner and/or operator that, to the best of their knowledge, the rental property is current with all applicable municipal taxes, utility charges, that the rental property complies with applicable building codes and that there are no current or pending violations of applicable building codes for the rental property.

SECTION 5 - REGISTRATION FORM: INDEXING AND FILING: PUBLIC

INSPECTION: FEE:

The Borough Clerk or designee shall index and file the registration forms. In doing so the Borough Clerk or designee shall follow the mandates of N.J.S.A. 46:8-28.1 as amended and supplemented so that the filing of the registration form will simultaneously satisfy the registration requirements of N.J.S.A. 46:8-28 to the extent that it applies to the property being registered and will also satisfy the registration requirements of this Ordinance. Registration forms shall include name of occupants, mailing address of occupants, occupant's phone number and the names of all of occupant's children residing with occupants.

SECTION 6 - REGISTRATION FORM: AMENDMENTS: FILING:

Every person required to file a registration form pursuant to this Ordinance, shall file an amended registration form within 20 days after any change in the information required to be included thereon. No fee shall be required for the filing of an amendment except where the ownership of the premises is changed.

SECTION 7- PERIODIC INSPECTIONS:

A. Each rental unit shall be inspected at least once every 12 month period, whether occupied or not.

B. Such inspections shall be performed by such person, persons or agency duly authorized and appointed by the Borough of Ocean Gate and inspections made by persons or an agency other than the duly authorized and appointed person, persons or agency of the Borough of Ocean Gate shall not be used as a valid substitute.

C. Such inspection shall be for the purpose of determining Zoning Ordinance compliance, and to the extent applicable, to determine if the property complies with the International Property Maintenance Code 2021 and all subsequent additions and iterations, or any other codes or standards referenced by the International Property Maintenance Code.

D. UNSATISFACTORY INSPECTION: In the event that the inspection(s) of a rental unit does not result in a satisfactory inspection, such property shall not thereafter be registered, nor shall a license issue, and the owner of the property, or his agent, shall not lease or rent such property, nor shall any tenant occupy the property until the necessary corrections have been made so as to bring the property and rental unit into compliance with the applicable Code and the property is thereafter subsequently inspected, registered and licensed. In the event that the property is occupied when such conditions are discovered, all such corrections shall be made within sixty (60) days; if an imminent hazard all such corrections shall be made immediately within 72 hours; and if not made within that time period, the owner shall be deemed in violation of this Ordinance and every day that the violation continues shall constitute a separate and distinct violation, subject to the penalty provisions of Section 18 of this Ordinance.

SECTION 8 - ACCESS FOR INSPECTIONS. REPAIRS:

A. The inspection officers are hereby authorized to make inspections to determine the condition of rental facilities and rental units in order that they may promote the purposes of this ordinance to safeguard the health, safety, welfare of the occupants of rental facilities, rental units and of the general public. For the purposes of making such inspections, the inspecting officers are hereby authorized to enter, examine and survey rental facilities and rental units at all reasonable times. The owner, owner's agent or occupant of every rental facility and rental unit shall give the inspecting officer free access to the rental facility, rental unit and at all reasonable times for the purpose of such inspections, examinations and surveys. The owner or owner's agent shall be responsible for scheduling inspections and must be present upon the request of the inspecting officer/code enforcement officer.

B. Every occupant shall give the owner of the rental facility and rental unit access to any part of such rental facility and rental unit at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this ordinance or any lawful order issued pursuant thereto.

C. COMPLAINTS: Within ten (10) days of receipt of a complaint alleging a reported violation of this ordinance, an inspecting officer shall conduct an inspection as hereinbefore provided.

SECTION 9 - PROHIBITIONS ON OCCUPANCY:

No person shall hereafter occupy any rental unit, nor shall the owner permit occupancy of any rental unit within the Borough of Ocean Gate, which is not registered and licensed in accordance with this Ordinance.

SECTION 10 - LICENSE:

Upon the filing of a completed registration form, and payment of the prescribed fee, and a satisfactory inspection the owner shall be entitled to the issuance of a license commencing on the date of issuance and expiring on the same date of the next calendar year. A registration form shall be required for each rental unit, and license shall issue to the owner for each rental unit, even if more than one (1) rental unit is contained in the property. In the event ownership of the rental property is transferred during the term of the license, the new owner shall apply for a transfer of the license within ten (10) days of the transfer by a Transfer of License Application. There will be a One Hundred Seventy-five (\$175.00) Dollar transfer fee associated with the transfer. The transferor of the license shall forfeit any claim against the Borough for amounts previously paid to become a Licensed Landlord.

This License requirement proscribed by this Ordinance shall be a requirement for the issuance of Occupancy Permits for Existing Buildings as required by Borough Ordinance 387-95 and any supplement thereto.

SECTION 11 - FEES:

At the time of the filing of the registration form, and prior to the issuance of a license, the owner or agent of the owner must pay a fee in accordance with the following:

- (a) Initial Registration Fee of Two Hundred (\$200.00) Dollars;
- (b) An Annual Registration fee of One Hundred Twenty-Five (\$125.00) Dollars per year;
- (c) A Re-inspection fee of Seventy-five (\$75.00) Dollars;
- (d) If the owner of the property is a Senior Citizen who resides in a unit of the property and rents out the remaining unit and would otherwise qualify under the State of New Jersey property tax deduction under New Jersey statute 54:4-8.41, there shall be no fee. Any individual seeking to have their fee waived must meet all of the qualifications identified in N.J.S.A. 54:4-8.41, including the annual income limitation;
- (e) If any fee is not paid within thirty (30) days of its due date, a late fee surcharge of Twenty-five (\$25.00) Dollars will be assessed. If any fee is not paid within forty-five (45) days of the assessment of a late-fee surcharge, a summons will be issued for violating the Ordinance.
- (f) Transfer of Landlord License fee of One Hundred Seventy-Five (\$175.00) Dollar.

SECTION 12 - PROVIDING REGISTRATION FORM TO OCCUPANTS AND TENANTS:

Every owner shall provide each occupant or tenant occupying a rental unit with a copy of the registration form required by this Ordinance. This particular provision shall not apply to any hotel, motel, or guest house registered with the State of New Jersey pursuant to the Hotel and Multiple Dwelling Act as defined in N.J.S.A. 55:13A-3. This provision may be complied with by posting a copy of the registration certificate in a conspicuous place within the rental unit(s).

SECTION 13 - MAXIMUM NUMBER OF OCCUPANTS: POSTING:

A. The maximum number of occupants shall be posted in each rental unit. It shall be unlawful for any person, including the owner, agent, tenant or registered tenant to allow a greater number of persons than the posted maximum number of occupants to sleep in or occupy overnight the rental unit for a period exceeding 29 days. Any person violating this provision shall be subject to the penalty provisions of section 18 of this ordinance.

B. Only those occupants whose names are on file with the Borough as required in this ordinance may reside in the licensed premises. It shall be unlawful for any other person to reside in said premises and any owner, agent, tenant, or registered tenant allowing a nonregistered party to reside in said premises shall be in violation of this section shall be subject to the penalty provisions of section 18 of this ordinance.

SECTION 14 - TAXES AND OTHER MUNICIPAL CHARGES: PAYMENT PRECONDITION FOR REGISTRATION AND LICENSE:

No rental unit may be registered and no license shall issue for any property containing a rental unit unless all Municipal taxes, water and sewer charges and any other Municipal assessments are paid on a current basis.

A rental license may be revoked or suspended when any licensee, who is an owner of the property for which the license was issued, is delinquent on taxes and/or municipal assessments due for the property for at least three consecutive quarters. Upon payment of the delinquent taxes and/or municipal assessments, the license shall be restored. This Section is in compliance with N.J.S.A. 40:52-1.2.

SECTION 15 - OTHER RENTAL UNIT STANDARDS:

All dwelling units shall be maintained in accordance with the International Property Maintenance Code and referenced standards.

SECTION 16 LEAD-BASED PAINT INSPECTIONS

A. Required Initial Inspection

The owner, Landlord and/or agent of every single-family, two-family, and/or multiple dwelling unit offered for rental shall be required to obtain an inspection of the unit for lead-based paint hazards within two years of the effective date of the law, July 2, 2024, or upon tenant turnover, whichever is earlier.

B. Required Recurring Inspection

After the initial inspection required by the owner, landlord and/or agent of such dwelling unit offered for rental shall be required to obtain an inspection of the unit for lead-based paint hazards every three years, or at tenant turnover, whichever is earlier, except that an inspection upon tenant turnover shall not be required if the owner has a valid lead-safe certification.

C. Standards

Inspections for lead-based paint in rental dwelling units shall be governed by the standards set forth in N.J.S.A.52:27D-437.1 et seq., and N.J.S.A. 55:13A-1 et seq., as may be amended from time to time.

D. Exceptions

A dwelling unit in a single-family, two-family, or multiple rental dwelling shall not be subject to inspection and evaluation for the presence of lead-based paint hazards, or for the fees for such inspection or evaluation, if the unit:

- a. Has been certified to be free of lead-based paint;
- b. Was constructed during or after 1978; or
- c. Is in a multiple dwelling that has been registered with the Department of Community Affairs as a multiple dwelling for at least 10 years, either under the current or a previous owner, and has no outstanding lead violations from the most recent cyclical inspection performed on the multiple dwelling under the "Hotel and Multiple Dwelling Law", N.J.S.A.55:13A-1, et seq.
- d. Is a single-family or two-family seasonal rental dwelling which is rented for less than six month duration each year by tenants that do not have consecutive lease renewals; or
- e. Has a valid lead-safe certification issued in accordance with N.J.S.A. 52:27D-437.16(d)(2).

E. Hazards Identified

If lead-based paint hazards are identified, then the owner of the dwelling shall remediate the hazards through abatement or lead-based paint hazard control mechanisms in accordance with N.J.S.A. 52:27D-437.16(d). Upon the remediation of the lead-based paint hazard, the Borough of Ocean Gate Code Enforcement Officer or designee, as may be applicable, or the owner's private lead inspector, shall conduct an additional inspection of the unit to certify that the hazard no longer exists.

F. No Hazards Identified

If no lead-based hazards are identified, then the Borough Code Enforcement Officer or designee or the owner's private lead inspector shall certify the dwelling as lead safe on a form prescribed by the Department of Community Affairs, which shall be valid for two years and shall be filed with the Borough's Code Enforcement Officer shall maintain up-to-date information on inspection schedules, inspection results, tenant turnover and record of all lead-free certifications issued pursuant to N.J.A.C. 5:17.

G. Certification; Records

In accordance with N.J.S.A. 52:27D-437.16(e), property owners shall:

- a. Provide evidence of a valid lead-safe certification and the most recent tenant turnover to the Borough of Ocean Gate at the time of the cyclical inspection.
- b. Provide evidence of a valid lead-safe certification to new tenants of the property at the time of tenant turnover and shall affix a copy of such certification as an exhibit to the tenant's or tenants' lease.
- c. Maintain a record of the lead-safe certification which shall include the name or names of the unit's tenant or tenants if the inspection was conducted during a period of tenancy.

H. Fees

- a. Notwithstanding any other fees due pursuant to this Chapter, a fee in the amount of \$300.00 shall be paid for each lead-based paint inspection. Said fee shall be dedicated to meeting the costs of implementing and enforcing this subsection and shall not be used for any other purpose. Alternatively, a dwelling owner or landlord may directly hire a private lead evaluation contractor who is certified to provide lead paint inspection services by the Department of Community Affairs to satisfy the requirements.
- b. The fee for the filing of a lead-safe certification or lead-free certification shall be \$50.00
- c. In a common interest community, any inspection fee charged shall be the responsibility of the unit owner and not the homeowners' association, unless the association is the owner of the unit.

I. Violations and Penalties

In accordance with N.J.S.A. 52:27D-437.19, the penalties for a violation of this Article shall be as follows:

- a. If a property owner has failed to conduct the required inspection or initiate any remediation efforts, the owner shall be given 30 days to cure the violation.

- b. If the property owner has not cured the violation after 30 days, the property owner shall be subject to a penalty not to exceed \$1,000 per week until the required inspection has been conducted or remediation efforts have been initiated.

SECTION 17 - OCCUPANT(S) STANDARDS:

A. OCCUPANTS: Only those occupants whose names are on file with the Borough Clerk as provided in the ordinance may reside in the licensed premises. It shall be unlawful for any other person to reside in said premises, and this provision may be enforced against the landlord, tenant, or other person residing in said premises.

B. NUISANCE PROHIBITED: No rental facility shall be conducted in a manner which shall result in any unreasonable disturbance or disruption to the surrounding properties and property owners or of the public in general, such that it shall constitute a nuisance as defined in the ordinances of the Borough of Ocean Gate.

C. COMPLIANCE WITH OTHER LAWS: The maintenance of all rental facilities and the conduct engaged in upon the premises by occupants and their guests shall at all times be in full compliance with all applicable ordinances and regulations of the Borough of Ocean Gate and with all applicable State and Federal laws.

D. PENALTIES: Any landlord, tenant or other person violating the provisions of this section shall be subject to the penalty provisions of Section 18 of this ordinance.

SECTION 18 - REVOCATION OF A LICENSE: PROCEDURE:

A. GROUNDS: In addition to any other penalty prescribed herein, an owner may be subject to the revocation or suspension of the license issued hereunder upon the happening of one or more of the following:

1. Conviction of a violation of this Ordinance in the Municipal Court or any other Court of competent jurisdiction.
2. Determination of a violation of this Ordinance at a hearing held pursuant to Section 17(B) herein.
3. Continuously renting the unit or units to a tenant or tenants who are convicted of a violation of the Noise Ordinance of the Borough.
4. Continuously permitting the rental unit to be occupied by more than the maximum number of occupants as defined in this ordinance;
5. Maintaining the rental unit or units or the property in which the rental unit is a part in a dangerous condition likely to result in injury to person or property.

B. PROCEDURE; WRITTEN COMPLAINT; NOTICE; HEARING

1. A complaint seeking the revocation or suspension of a license may be filed by any one or more of the following: Chief of Police, Construction Code Official, Code Enforcement Officer, the Zoning Officer or any other persons or office authorized to file such complaint. Such Complaint shall be in writing and filed with the Borough Clerk or designee. The complaint shall be specific and shall be sufficient to apprise the licensee of the charges so as to permit the licensee to present a defense. The individual(s) filing the complaint may do so on the basis of information and belief and need not rely on personal information.

2. Upon the filing of such written complaint the Borough Clerk or designee shall immediately inform the Borough Council and a date for a hearing shall be scheduled which shall not be sooner than 10 nor more than

30 days thereafter. The Borough Clerk or designee shall forward a copy of the complaint and a notice as to the date of the hearing to the licensee and the agent, if any, at the address indicated on the registration form. Service upon the agent shall be sufficient.

3. The hearing required by this section shall be held before the Borough Council unless, in its discretion, the Borough Council determines that the matter should be heard by a Hearing Officer who shall be appointed by the Borough Council. If the matter is referred to a Hearing Officer, such officer shall transmit his findings of fact and conclusions of law to the Borough Council within 30 days of the conclusion of the hearing. Borough Council shall then review the matter and may accept, reject, or modify the recommendations of the Hearing Officer based on the record before such hearing officer. In the event that the matter is not referred to a Hearing Officer and is heard by Borough Council, then the Borough Council shall render a decision within 30 days of the conclusion of the hearing. Following the hearing, a decision shall be rendered, dismissing the complaint, revoking or suspending the license, or determining that the license shall not be renewed or reissued for one (1) or more subsequent license years.

4. A stenographic transcript shall be made of the hearing. All witnesses shall be sworn prior to testifying. The strict rules of evidence shall not apply and the evidential rules and burden of proof shall be that which generally controls administrative hearings.

5. The Borough Solicitor or his designee shall appear and prosecute on behalf of the complainant in all hearings conducted pursuant to this section.

C. DEFENSES:

1. It shall be a defense to any proceeding for the revocation, suspension or other disciplinary action involving a rental license by demonstrating that the owner has taken appropriate action and has made a good faith effort to abate the conditions or circumstances giving rise to the revocation proceeding including but not limited to the institution of legal action against the tenant(s), occupant(s) or guests for recovery of the premises; eviction of the tenant(s) or otherwise.

SECTION 19 – VIOLATIONS: PENALTIES:

Any person who violates any provision of this Ordinance shall, upon conviction in the Municipal Court of the Borough of Ocean Gate or such other court having jurisdiction, be liable to a fine not exceeding \$1,000.00 or imprisonment for a term not exceeding 30 days, or both. Each day that a violation occurs shall be deemed a separate and distinct violation subject to the penalty provisions of this Ordinance.

SECTION 20 - SEVERABILITY:

If any section, subsection, paragraph, sentence or other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this Ordinance directly involved in the controversy in which said judgment shall have been rendered and all other provisions of this Ordinance shall remain in full force and effect.

SECTION 21 - EFFECTIVE DATE:

This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law.

ORDINANCE 699-24 AN ORDINANCE TO AMEND ORDINANCE 602-16 SECTION II SUBSECTION (C) FIXING WATER METER RATES IN THE BOROUGH OF OCEAN GATE, COUNTY OF OCEAN, STATE OF NEW JERSEY

A motion was made by Council President McGrath to introduce ord. 699-24. Second to the motion made by Councilman Cox. Roll Call Vote: Ayes: McGrath, Haug, Nicastro, Cox, Fry, Zieser

WHEREAS, the Borough Council of the Borough of Ocean Gate is obliged to protect the health, safety and welfare of its citizens; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Borough Council of the Borough of Ocean Gate, State of New Jersey as follows:

Section II (c)" Ordinance No. 602-16 AN ORDINANCE TO AMEND ORDINANCE 600-16 REGARDING RULES AND REGULATIONS FOR THE USE OF WATER IN THE BOROUGH OF OCEAN GATE, STATE OF NEW JERSEY, AND FIXING RATES finally adopted on May 26, 2016 is hereby amended as follows:

Schedule of Rates:

Remove: (c) An installation of a meter where no meter exists will be Three-hundred seventy-five dollars (\$375.00) per installation.

Replace with: (c) An installation of a 5/8" or 3/4" meter where no meter exists will be Three Hundred Fifty Dollars (\$350.00) and an installation of a 1" meter where no meter exists will be Five Hundred Fifty dollars (\$550.00).

All ordinances or parts of ordinances inconsistent with the provision of this Ordinance are hereby repealed.

This Ordinance shall take effect immediately upon its final adoption, approval and publication as required by law.

RESOLUTON 2024-173 AUTHORIZATION TO SIGN AGREEMENT WITH OMNI PARTNERS AND SOURCEWELL COOPERATIVE

A motion was made by Councilman Cox to approve resolution 2024-173. Second to the motion made by Councilman Zieser. Roll Call Vote: Ayes: McGrath, Haug, Nicastro, Cox, Fry, Zieser

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "Master Agreements" (herein so called) to provide a variety of goods, products and services ("Products") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners and Sourcewell Cooperative; Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject

to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners and Sourcewell Cooperative may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual promises contained in Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject Version January 12, 2024 to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners and Sourcewell Cooperative may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners and Sourcewell Cooperative or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party.

Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA Version January 12, 2024 PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate.

RESOLUTION 2024-174 AUTHORIZATION FOR PAYMENT OF BILLS

A motion was made by Councilman Cox approve resolution 2024-174. Second to the motion made by Council President Cox. Roll Call Vote: Ayes: McGrath, Haug, Nicastro, Cox, Fry, Zieser

WHEREAS, the Borough Council has carefully examined all vouchers presented to the Borough for payment of claims; and

WHEREAS, after due consideration of said vouchers, the Borough Council has approved the payment of same; and

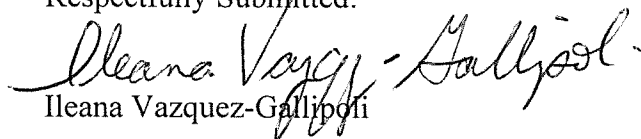
WHEREAS, the Chief Financial Officer has certified that the bill list has been audited and is in order for payment and funds totaling \$1,268,746.38 available in the respective accounts as set forth below;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Ocean Gate, County of Ocean, as follows:

1. The said approved 2024 vouchers amounting to the sum of \$1,268,746.38 the same are hereby authorized to be paid on August 14, 2024.

Seeing no one else wishing to be heard the Mayor asked for a motion to adjourn. Motion was made by Councilman Cox. Second to the motion made by Council President McGrath. All in Favor. Motion Approved.

Respectfully Submitted:


Ileana Vazquez-Gallipoti