



CITY OF ABSECON
Municipal Complex
500 Mill Road
Absecon, New Jersey 08201

Carie A. Crone, RMC
Municipal Clerk

Phone (609) 641-0663x101
Fax (609) 645-5098

CITY COUNCIL

JANUARY 2nd, 2025

REORGANIZATION MEETING - 6:30 PM

AGENDA

MEETING CALLED TO ORDER BY THE MUNICIPAL CLERK

FLAG SALUTE

STATEMENT OF THE SUNSHINE LAW

NOTIFICATION THAT THIS MEETING IS ELECTRONICALLY RECORDED

ADMINISTRATION OF OATH OF OFFICE

Mayor – Thomas Marrone
Oath administered

Councilperson, Ward 2 – Linda Evans
Oath administered

ROLL CALL

ELECTION OF COUNCIL PRESIDENT

Nominations heard

Roll Call

Administration of Oath of Office

ELECTION OF COUNCIL PRESIDENT PRO TEM

Nominations heard

Roll Call

Administration of Oath of Office

NOMINATION TO FILL THE VACANCY OF COUNCILMAN TOMMY MARRONE

Nominations heard

01 Filling the vacant Councilperson, Ward 1 position.

Administration of Oath of Office

MAYORAL APPOINTMENTS BY RESOLUTION – 2025

02 Re-Appointing an Emergency Management Coordinator, namely James Eberwine.

COUNCIL RESOLUTIONS – FOR THE YEAR 2025

Consent Agenda: All matters listed under Consent Agenda, are considered to be routine by this City Council and will be enacted by one motion in the form listed. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- 03 Authorizing the annual schedule of Regular Meetings of Absecon City Council for the calendar year 2025.
- 04 Awarding a contract for professional services of a City Attorney.
John Amenhauser, Esq. of the DeWeese Law Firm, P.C.
- 05 Awarding a contract for professional services for a Labor Attorney.
Blaney, Donohue & Weinberg, PC
- 06 Awarding a non-competitive contract for professional services of a Public Defender.
Frank Lentz, Esq.
- 07 Awarding a non-competitive contract for professional services for a Municipal Prosecutor.
Barker, Gelfand, James & Sarvas, P.C.

- 08** Awarding a non-competitive contract for professional services of a City Planner.
Polistina & Associates, LLC
- 09** Awarding a non-competitive contract for professional services of a Bond Counsel.
Archer & Greiner, P.C.
- 10** Awarding a contract for professional services for a City Auditor.
HFA-Holman Frenia Allison, P.C.
- 11** Authorizing the Tax Assessor as the Agent in Adjustment appeals to reduce assessments.
- 12** Designating the Interest and Penalty rate on unpaid taxes.
- 13** Designating the official newspapers.
- 14** Adopting the Cash Management Plan of the City of Absecon.
- 15** Establishing the 2025 Temporary Budget for Current Fund and Sewer Utility Fund.
- 16** Appointing a Risk Management Consultant for the Atlantic County Joint Insurance Fund.
Hardenbergh Insurance Group
- 17** Appointing a Fund Commissioner for the Atlantic County Municipal Joint Insurance Fund.
Kayla Lovallo
- 18** Appointing an Alternate Fund Commissioner for the Atlantic County Municipal Joint Insurance Finance.
Joy Lewkowski
- 19** Appointing a Councilperson to the Planning Board.
Christine Parker, 1 year
- 20** Re-Appointing and appointing Members to the Zoning Board.
Michael Reilly-Regular Member, Arianne Sellers-Alt. 1,
Abby Curran-Alt. II
- 21** Appointing a Mercantile License Clerk.
Carie A. Crone, RMC
- 22** Appointing a Lien Clerk for the City of Absecon.
Jessica A. Snyder, CTC
- 23** Authorizing the Tax Collector to participate in an Electronic Tax Sale.

- 24 Authorizing a fee for the creation, printing and mailing of Tax Sale Notices for Electronic Tax Sale.
- 25 Appointing a Full Time Patrol Officer, namely Stanley Marczyk
- 26 Appointing a Full Time Patrol Officer, namely Nicholas Brown
- 27 Appointing a Full Time Patrol Officer, namely Barry Walker
- 28 Appointing a Full Time Patrol Officer namely Joseph Reitzler
- 29 Appointing a Full Time Patrol Officer namely Brayden Melendez
- 30 Appointing a Full Time Patrol Officer namely Scott McConnell.
- 31 Approving a Shared Services Agreement between the City of Absecon and the Township of Galloway for Chief Financial Officer and Purchasing Agent.
- 32 Ensuring Time Capsule to be opened in the year 2052.

STATE OF THE CITY ADDRESS

Mayor, Thomas Marrone

COMMENTS

Members of Council

PUBLIC PORTION

ADJOURNMENT

CITY OF ABSECON

RESOLUTION 01-2025

**A RESOLUTION TO FILL THE VACANT
COUNCILPERSON, WARD 1 POSITION**

WHEREAS, a vacancy has been created in the position of Councilperson, Ward 1 for the City of Absecon due to the resignation of Councilman Thomas Marrone; and

WHEREAS, the Republican Club of the City of Absecon has nominated three members of the Republican Party to fill the vacancy pursuant to N.J.S.A 40A:16-11 and said nominations were received within the required timeframe pursuant to N.J.S.A. 40A:16-11.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Absecon that an appointment to fill the vacant Council Ward 1 position pursuant to N.J.S.A. 40A:16-11 be made as follows:

– Effective January 2nd, 2025 – December 31st, 2025

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON
RESOLUTION 02-2025

**A RESOLUTION RE-APPOINTING AN EMERGENCY
MANAGEMENT COORDINATOR FOR THE CITY OF ABSECON**

WHEREAS, Resolution 56-2022 appointed James Eberwine as the Emergency Management Coordinator for the City of Absecon for a term which expired December 31st, 2024; and

WHEREAS, James Eberwine has indicated the desire to continue to serve as the City of Absecon's Emergency Management Coordinator; and

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Absecon hereby appoints James Eberwine as the Emergency Management Coordinator for the City of Absecon effective January 1st, 2025 through December 31st, 2027.

Dated: January 2nd, 2025

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of a Resolution adopted by the Council
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meeting held on January 2nd, 2025.**

ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON

RESOLUTION 03-2025

**A RESOLUTION AUTHORIZING ANNUAL SCHEDULE OF REGULAR
MEETINGS OF ABSECON CITY COUNCIL FOR THE CALENDAR YEAR 2025**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ABSECON as follows:

Regular meetings of the Council of the City of Absecon are to be held at the Municipal Complex, 500 Mill Road, according to the following schedule for the period of January 1, 2025 through December 31, 2025 inclusive:

January 2	Thursday	6:30 PM	Reorganization Meeting
January 16	Thursday	6:30 PM	Regular Meeting
January 23	Thursday	6:30 PM	Budget Meeting
January 30	Thursday	6:30 PM	Budget Meeting
February 6	Thursday	6:30 PM	Regular Meeting
February 13	Thursday	6:30 PM	Budget Meeting
February 20	Thursday	6:30 PM	Regular Meeting
February 27	Thursday	6:30 PM	Budget Meeting
March 6	Thursday	6:30 PM	Regular Meeting
March 20	Thursday	6:30 PM	Regular Meeting
April 3	Thursday	6:30 PM	Regular Meeting
April 17	Thursday	6:30 PM	Regular Meeting
May 1	Thursday	6:30 PM	Regular Meeting
May 15	Thursday	6:30 PM	Regular Meeting
June 5	Thursday	6:30 PM	Regular Meeting
June 26	Thursday	6:30 PM	Regular Meeting
July 17	Thursday	6:30 PM	Regular Meeting
August 7	Thursday	6:30 PM	Regular Meeting
September 4	Thursday	6:30 PM	Regular Meeting
September 18	Thursday	6:30 PM	Regular Meeting
October 2	Thursday	6:30 PM	Regular Meeting
October 16	Thursday	6:30 PM	Regular Meeting
November 6	Thursday	6:30 PM	Regular Meeting
December 4	Thursday	6:30 PM	Regular Meeting

Dated: January 2nd, 2025

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**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON

RESOLUTION 04-2025

**A RESOLUTION AWARDING A CONTRACT FOR
PROFESSIONAL SERVICES FOR MUNICIPAL SOLICITOR**

WHEREAS, there exists a need for a Municipal Solicitor for the City of Absecon; and

WHEREAS, per P.L. 2004, Chapter 19, as amended, provides for the awarding of a contract for "Professional Services" according to the fair and open process; and

WHEREAS, the City of Absecon issued a request for proposals for Municipal Solicitor and the proposals were received by December 13th, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Absecon, in the County of Atlantic and the State of New Jersey, as follows:

1. That the Mayor and Municipal Clerk of the City Absecon are hereby directed to execute and deliver a contract with John Amenhauser, Esq. of the DeWeese Law Firm, P.C. to serve as Municipal Solicitor for the City of Absecon for the year 2025.
2. A copy of this resolution shall be published in The Press of Atlantic City, a newspaper giving coverage in this County, within ten (10) days of its passage and shall be available for public inspection, along with the contract, in the office of the Absecon Municipal Clerk.

Dated: January 2nd, 2025

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Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON

RESOLUTION 05-2025

**A RESOLUTION AWARDING A CONTRACT FOR
PROFESSIONAL SERVICES FOR A LABOR ATTORNEY**

WHEREAS, there exists a need for a Labor Attorney for the City of Absecon for the purpose of negotiations of various union issues; and

WHEREAS, per P.L. 2004, Chapter 19, as amended, provides for the awarding of a contract for "Professional Services" according to the fair and open process; and

WHEREAS, the City of Absecon issued a request for proposals for a Labor Attorney and the proposals were received by December 13th, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Absecon, in the County of Atlantic and the State of New Jersey, as follows:

1. That the Mayor and Municipal Clerk of the City of Absecon are hereby directed to execute and deliver a contract with Blaney, Donohue & Weinberg, PC, as Labor Attorney for the City of Absecon for the year 2025.
2. A copy of this resolution shall be published in The Press of Atlantic City, a newspaper giving coverage in this County, within ten (10) days of its passage and is available for public inspection, along with the contract, in the office of the Municipal Clerk.

Dated: January 2nd, 2025

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**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON

RESOLUTION 06-2025

**A RESOLUTION AWARDING A CONTRACT FOR
PROFESSIONAL SERVICES FOR A PUBLIC DEFENDER**

WHEREAS, there exists a need for a Public Defender for the City of Absecon; and

WHEREAS, per P.L. 2004, Chapter 19, as amended, provides for the awarding of a contract for "Professional Services" according to the fair and open process; and

WHEREAS, the City of Absecon issued request for proposals for a Public Defender and the proposals were received by December 13th, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Absecon, in the County of Atlantic and the State of New Jersey, as follows:

1. That the Mayor and Municipal Clerk of the City of Absecon are hereby directed to execute and deliver an agreement with Frank Lentz, Esq. as Public Defender of the City of Absecon for the year 2025.
2. A copy of this resolution shall be published in The Press of Atlantic City, a newspaper giving coverage in this County, and is available for public inspection, along with the contract, in the office of the Absecon Municipal Clerk.

Dated: January 2nd, 2025

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ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON

RESOLUTION 07-2025

**A RESOLUTION AWARDING A CONTRACT FOR
PROFESSIONAL SERVICES FOR A MUNICIPAL PROSECUTOR**

WHEREAS, there exists a need for a Municipal Prosecutor for the City of Absecon; and

WHEREAS, per P.L. 2004, Chapter 19, as amended, provides for the awarding of a contract for "Professional Services" according to the fair and open process; and

WHEREAS, the City of Absecon issued request for proposals for a Prosecutor and the proposals were received by December 13th, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Absecon, in the County of Atlantic and the State of New Jersey, as follows:

1. That the Mayor and Municipal Clerk of the City of Absecon are hereby directed to execute and deliver a contract with Barker, Gelfand, James & Sarvas, P.C., to serve as Municipal Prosecutor for the City of Absecon for the year 2025.
2. A copy of this resolution shall be published in The Press of Atlantic City, a newspaper giving coverage in this County, within ten (10) days of its passage and is available for public inspection, along with the contract, in the office of the Absecon Municipal Clerk.

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Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON

RESOLUTION 08-2025

**A RESOLUTION AWARDING A CONTRACT FOR
PROFESSIONAL SERVICES FOR A CITY PLANNER**

WHEREAS, there exists a need for a City Planner for the City of Absecon; and

WHEREAS, per P.L. 2004, Chapter 19, as amended, provides for the awarding of a contract for "Professional Services" according to the fair and open process; and

WHEREAS, the City of Absecon issued request for proposals for a City Planner and the proposals were received by December 13th, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Absecon, in the County of Atlantic and the State of New Jersey, as follows:

1. That the Mayor and Municipal Clerk of the City of Absecon are hereby directed to execute and deliver a contract with Polistina & Associates, LLC, City Planner for the City of Absecon for the year 2025.
2. A copy of this resolution shall be published in The Press of Atlantic City, a newspaper giving coverage in this County, within ten (10) days of its passage and is available for public inspection, along with the contract, in the office of the Absecon Municipal Clerk.

Dated: January 2nd, 2025

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Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON

RESOLUTION 09-2025

**A RESOLUTION AWARDING A CONTRACT FOR
PROFESSIONAL SERVICES FOR BOND COUNSEL**

WHEREAS, there exists a need for Bond Counsel for the City of Absecon; and

WHEREAS, per P.L. 2004, Chapter 19, as amended, provides for the awarding of a contract for "Professional Services" according to the fair and open process, and

WHEREAS, the City of Absecon issued request for proposals for a Bond Counsel and the proposals were received by December 13th, 2024.

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

1. That the Mayor and Municipal Clerk of the City of Absecon are hereby directed to execute and deliver a contract with Archer & Greiner, P.C., to serve as Bond Counsel for the City of Absecon for the year 2025.
2. A copy of this resolution shall be published in The Press of Atlantic City, a newspaper giving coverage in this County, within ten (10) days of its passage and is available for public inspection, along with the contract, in the office of the Absecon Municipal Clerk.

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Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON

RESOLUTION 10-2025

**A RESOLUTION AWARDING A CONTRACT FOR
PROFESSIONAL SERVICES FOR AN AUDITOR**

WHEREAS, there exists a need for an Auditor for the City of Absecon; and

WHEREAS, per P.L. 2004, Chapter 19, as amended, provides for the awarding of a contract for "Professional Services" according to the fair and open process; and

WHEREAS, the City of Absecon issued a request for proposals for City Auditor and the proposals were received on December 13th, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Absecon, in the County of Atlantic and the State of New Jersey, as follows:

1. That the Mayor and Municipal Clerk of the City of Absecon are hereby directed to execute and deliver a contract with HFA-Holman Frenia Allison P.C., as Auditors for the City of Absecon for the year 2025.
2. A copy of this resolution shall be published in The Press of Atlantic City, a newspaper giving coverage in this County, within ten (10) days of its passage and is available for public inspection, along with the contract, in the office of the Absecon Municipal Clerk.

Dated: January 2nd, 2025

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Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON

RESOLUTION 11-2025

**A RESOLUTION AUTHORIZING THE TAX ASSESSOR AS THE
AGENT IN ADJUSTMENT APPEALS TO REDUCE ASSESSMENTS**

WHEREAS, from time to time the Tax Assessor discovers an error in calculation, transposing, measurement, or typographical errors in the tax assessment on the tax list after the time for County Board of Taxation has certified the tax rates for the year; and

WHEREAS, if the above discovered errors are not corrected, the taxpayers effected would be paying more than their fair share of taxes; and

WHEREAS, the method of correcting such errors is to file a Petition of Appeal for the current tax year with the County Board of Taxation; and

WHEREAS, the error was not caused by the Taxpayer.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the taxing district of the City of Absecon that the Tax Assessor, Brian F. Conover, is hereby authorized to act as the Agent for the Taxing District and file a Petition of Appeal for the tax year 2025 with the Atlantic County Board of Taxation to correct such error and lower such assessments to the correct value, and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Atlantic County Board of Taxation with any such Petition of Appeal.

Dated: January 2nd, 2025

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**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON

RESOLUTION 12-2025

**A RESOLUTION DESIGNATING THE INTEREST
AND PENALTY RATE ON UNPAID TAXES**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ABSECON, COUNTY OF ATLANTIC AND STATE OF NEW JERSEY, that:

1. The rate of interest to be charged for the non-payment of taxes and assessments on or before the date when such taxes or assessments would become delinquent be and the same is hereby fixed at eight percent (8%) per annum on the first \$1,500.00 of delinquency and eighteen percent (18%) per annum on any amount in excess of \$1,500.00 provided however, that no interest shall be charged if the payment of any installment of such taxes or assessments is made within ten (10) days after the date upon which same shall become payable.
2. In addition to the interest charged pursuant to Paragraph One (1) above, any delinquency in excess of \$10,000.00 by any taxpayer and not paid prior to the end of the calendar year shall be assessed a penalty of six percent (6%) of the amount of the delinquency. The penalty assessed shall be calculated based upon the sum of all taxes owed by a taxpayer from year to year and shall not be calculated on an individual year basis when taxes are owed for more than one (1) year.

Dated: January 2nd, 2025

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**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON

RESOLUTION 13-2025

**A RESOLUTION DESIGNATING THE OFFICIAL
PUBLIC NOTICES LOCATIONS**

BE IT RESOLVED, by the Council of the City of Absecon that, namely,

**THE PRESS
NJ.COM
ABSECONNJ.GOV**

be and are hereby designated as the Public Notices Locations of the City of Absecon City, with one of these a newspaper used for the publication of Legal Notices as shall be required during the year 2025.

Dated: January 2nd, 2025

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**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON

RESOLUTION 14-2025

**A RESOLUTION ADOPTING THE CASH
MANAGEMENT PLAN OF THE CITY OF ABSECON**

WHEREAS, pursuant to the provisions of N.J.S.A. 40:5-14 the City of Absecon shall adopt a Cash Management Plan and shall deposit its funds pursuant to that plan; and

WHEREAS, the Cash Management Plan shall include the designation of a depository or depositories as permitted in section 4 of P.L. 1970, c.236 (C.17: 9-44); and

WHEREAS, the Cash Management Plan shall be designed to assure, to the extent practicable, the investment of local funds in interest bearing accounts and may be modified from time to time in order to reflect changes in federal or state law or regulations; and

WHEREAS, the Cash Management Plan shall be subject to the annual audit conducted pursuant to N.J.S.A. 40A: 5-4.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Absecon, County of Atlantic, State of New Jersey, as follows:

1. The allegations to the preamble are incorporated herein by this reference.
2. The Cash Management Plan for the City of Absecon for the year 2025 be and hereby is adopted.
3. A copy of the Cash Management Plan is attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that the proper officials be and hereby are authorized to do all things necessary to carry out the intent of this Resolution.

Date: January 2nd, 2025

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**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CASH MANAGEMENT PLAN OF THE CITY OF ABSECON IN THE COUNTY OF ATLANTIC, NEW JERSEY

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the City, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing accounts or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investments matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

The Plan is intended to cover the deposit and/or investment of the following funds and all accounts making up those funds for the City:

Current Fund
General Capital Fund
Sewer Fund
Payroll
Escrow Fund
Performance Bond Trust
Community Development
Tax Collectors Special Account
Trust Fund
Municipal Court General Account
Bail Account

III. DESIGNATION OF OFFICIALS OF THE CITY AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Chief Financial Officer/Treasurer of the City (the Designated Officials) are hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the City are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made, a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any Certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

First National Bank of Absecon	TD Bank
Ocean First Bank	Fulton Bank of NJ
Parke Bank	New Jersey Cash Management Plan
NJ Arm	PNC
Bank of America	South Jersey Federal Credit Union
Wells Fargo	

All Such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

V. **DESIGNATION OF OFFICIALS TO SIGN CHECK AND WITHDRAWALS OF THE CITY OF ABSECON.**

Pursuant to N.J.S.A. 40A:5-17B (2), that the following named officials shall sign checks and authorized withdrawals for the City of Absecon:

City Clerk
CFO
Tax Collector
Mayor

All checks and withdrawals shall be signed with three (3) signatures, namely, the CFO, City Clerk and Tax Collector (Any combination of the above positions), or their alternate, for all City accounts unless otherwise indicated below.

The City Payroll account will require only one (1) signature, namely the CFO, Manager or Mayor.

The Tax Collector's Special Account will require only (1) signature, namely the Tax Collector (Jessica A. Snyder) or the CFO (Kristen Manning).

The Court and Bail Accounts require only one (1) signature, namely the Court Administrator (Merrilee P. Carlson) or the Deputy Court Administrator (Teresa D. Altagracia).

VI. **DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.**

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the designated official(s) of the City referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

VII. **AUTHORIZED INVESTMENTS.**

Except as otherwise specifically provided for herein, the Designated Officials are hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

1. Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America.
2. Government money market mutual funds;
3. Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
4. Bonds or other obligations of the Local unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
5. Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
6. Local government investment pools;
7. Deposits with the State of New Jersey Cash Management Fund established pursuant to

8. section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
Agreements for the repurchase of fully collateralized securities if:
- A. the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - B. the custody of collateral is transferred to a third party;
 - C. the maturity of the agreement is not more than 30 days;
 - D. the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C17:9-41); and
 - E. a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms “government money market mutual fund” and “local government investment pool” shall have the following definitions:

Government Money Market Fund. An investment company or investment trust:

- A. which is registered with the Securities and Exchange Commission under the “Investment Company act of 1940,” 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.
- B. the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- C. which has:
 - attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the “Investment Advisors Act of 1940,” 15 U.S.C. sec. 80b-1seq. with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- A. Which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- B. which is rated in the highest category by a nationally recognized statistical rating organization;
- C. which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec.270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- D. which is in compliance with rules adopted pursuant to the “Administrative Procedure Act,: P.L.1968, c.410(c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- E. which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- F. which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or

through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967c.9(C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

I. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the City, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the City to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to ensure that such Permitted investments are either received by the City or by a third-party custodian prior to or upon the release of the City's funds.

To assure that all parties with whom the City deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official.

IX. REPORTING REQUIREMENTS.

On the Wednesday preceding the third Thursday of each month during which this Plan is in effect, the Designated Official referred to in Section III hereof, shall supply to the governing body of the City a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the City as a Deposit or a Permitted Investment.
- A. The name of any institution holding funds of the City as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual or such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the City.

X. TERM OF PLAN.

This Plan shall be in effect from January 1, 2025 to December 31, 2025. Attached to this Plan is a resolution of the Governing Body of the City approving this Plan for the term indicated. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

CITY OF ABSECON

RESOLUTION 15-2025

**2025 TEMPORARY BUDGET FOR CURRENT FUND
AND SEWER UTILITY FUND**

WHEREAS, N.J.S.A. 40A:4-19 provides that where any contract, commitment, or payments are to be made prior to the final adoption of the 2025 budget, temporary appropriations should be made for the purpose and amounts required in the manner and the time therein provided; and

WHEREAS, the date of this resolution is within the first thirty-one days of January, 2025; and

WHEREAS, total appropriations in the 2024 Current Fund budget and the 2024 Sewer Utility budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement funds are **\$10,844,161.13** and **\$2,060,000.00** respectively; and

WHEREAS, 26.25% of the total appropriations in the 2024 Current Fund budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund is **\$2,846,592.00** and Interest, Debt and Capital temporary appropriations are **\$221,992.00**, bringing the total Current Fund appropriations to **\$3,068,514.00**; and

WHEREAS, 26.25% of the total appropriations in the 2024 Sewer Utility budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund is **\$540,750.00**.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of Absecon that the following appropriations be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for her records.

SEE ATTACHED TEMPORARY APPROPRIATIONS – 2025

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

ATTEST: _____
Carie A Crone, RMC, Municipal Clerk

**City Of Absecon
2025 Temporary Budget
N.J.S.A. 40A:4-19**

<u>Appropriation</u>	<u>Amount</u>
General Administration	
Salaries & Wages	10,000
Other Expenses	8,000
Mayor and Council	
Salaries & Wages	21,000
Other Expenses	1,000
Municipal Clerk	
Salaries & Wages	29,000
Other Expenses	3,000
Elections	
Other Expenses	0
Finance Administration	
Salaries & Wages	26,000
Other Expenses	3,000
Audit Services	
Other Expenses	20,000
Collection of Taxes	
Salaries & Wages	22,000
Other Expenses	3,000
Assessment of Taxes	
Salaries & Wages	16,000
Other Expenses	3,000
Information Technology	
Salaries & Wages	18,000
Other	28,000
Legal Services	
Other Expenses	35,000
Engineering Services	
Other Expenses	30,000
Municipal Prosecutor	
Other Expenses	8,000
Municipal Court	
Salaries & Wages	35,000
Other Expenses	2,000
Public Defender	
Other Expenses	2,000
Planning Board	
Salaries & Wages	5,000
Other Expenses	2,000
Zoning Board	
Salaries & Wages	2,000
Other Expenses	500
Fire Department	
Other Expenses	19,000
Other Expenses-Fire Hydrant Services	32,000
Police Department	
Salaries & Wages	1,125,000
Other Expenses	40,000
Public Works	
Salaries & Wages	80,000
Other Expenses	60,000

**City Of Absecon
2025 Temporary Budget
N.J.S.A. 40A:4-19**

Street Lighting	
Other Expenses	65,000
Sanitation Trash Removal	
Tipping Fees	194,000
Contractual	45,000
Maintenance of Vehicles	
Other Expenses	40,000
Animal Control	
Other Expenses	3,000
Ambulance Service	
Other Expenses	45,000
Recreation	
Salaries & Wages	2,000
Other Expenses	10,000
Public Events	
Other Functions	15,000
Insurance	
Other Premiums	40,000
Workers Compensation Insurance	100,000
Employee Group Health	200,000
Office of Emergency Management	
Salaries & Wages	2,000
Other Expenses	500
Uniform Fire Safety Act	
Salaries & Wages	5,000
Other Expenses	1,000
Utilities	
Electricity	45,000
Water	10,000
Telecommunications	15,000
Natural Gas	15,000
Gasoline	25,000
Construction Official	
Salaries & Wages	40,000
Other Expenses	3,000
Office Supplies/Maintenance	15,000
Social Security System (O.A.S.I.)	93,000
Unemployment Compensation	5,000
PERS	1,000
PFRS	1,000
Defined Contribution Retirement Program (DCRP)	2,000
Contingent	592
Township of Galloway-Dispatch	<u>120,000</u>
Total General Appropriations	2,846,592
Debt Service	
Bond Interest	<u>221,922</u>

City Of Absecon
2025 Temporary Budget
N.J.S.A. 40A:4-19

Total Temporary Budget

3,068,514

City Of Absecon
2025 Temporary Budget
N.J.S.A. 40A:4-19

Sewer Utility

Salaries & Wages	115,000
Other Expenses	415,750
Social Security	<u>10,000</u>

Total Sewer Temporary Budget	<u><u>540,750</u></u>
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CITY OF ABSECON

RESOLUTION 16-2025

**A RESOLUTION APPOINTING A RISK MANAGEMENT CONSULTANT
FOR THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND**

WHEREAS, the Governing Body of the City of Absecon is a member of the Atlantic County Municipal Joint Insurance Fund, a self insurance pooling fund; and

WHEREAS, the Bylaws of said Fund require that each municipality appoint a Risk Management Consultant to perform various professional services as detailed in the Bylaws.

WHEREAS, the Bylaws indicate a fee not to exceed six percent (6%) of the Municipal assessment which expenditure represents reasonable compensation for the services required and was included in the cost consideration by the Governing Body; and

WHEREAS, the judgmental nature of the Risk Management Consultant's duties renders comparative bidding impractical.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Absecon does hereby appoint Harenbergh Insurance Group, as its Risk Management Consultant in accordance with 40A: 11-5.

BE IT FURTHER RESOLVED, that the Mayor of the City of Absecon is hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to N.J.S.A. 40A: 11-5 (1), (a), (i).

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

**SIGNED: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON
RESOLUTION 17-2025

**A RESOLUTION APPOINTING A FUND COMMISSIONER FOR
THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND**

WHEREAS, the City of Absecon is a member of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as the FUND; and

WHEREAS, the Bylaws of the FUND require that in the manner generally prescribed as law, each member shall appoint one (1) Fund Commissioner to the Fund. Each Fund Commissioner shall be either a member of the local unit's Governing Body or one of its employees; and

WHEREAS, N.J.A.C. 11:15-2.6 state that a Fund Commissioner who is a member of the appointing local unit's Governing Body, shall hold office for two years or for the remainder of his/her term of office as a member of the local unit's Governing Body, whichever shall be less; and

WHEREAS, N.J.A.C. 11:15-2.6 states that a Fund Commissioner who is an employee of the appointing member shall hold office at the pleasure of the member and can be removed by the member at any time without cause; and

WHEREAS, the City of Absecon recommends the appointment of Kayla Lovallo to serve as Funds Commissioner in accordance with the FUND Bylaws.

NOW, THEREFORE, BE IT FURTHER RESOLVE, the City of Absecon that it does hereby appoint Kayla Lovallo as Fund Commissioner to the Atlantic County Municipal Joint Insurance Fund.

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON

RESOLUTION 18-2025

**A RESOLUTION APPOINTING AN ALTERNATE FUND COMMISSIONER
FOR THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND**

WHEREAS, the City of Absecon is a member of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as the FUND; and

WHEREAS, the Bylaws of the FUND require that in the manner generally prescribed by law, each Member shall be permitted to appoint an Alternate Fund Commissioner to the Fund. The Alternate Fund Commissioner shall be either a member of the local unit's Governing Body or one of its employees and shall represent the Member in the absence of the Fund Commissioner; and

WHEREAS, N.J.A.C. 11:15-2.6 state that an Alternate Fund Commissioner who is a member of the appointing local unit's Governing Body, shall hold office for two years or for the remainder of his/her term of office as a member of the local unit's Governing Body, whichever shall be less; and

WHEREAS, N.J.A.C. 11:15-2.6 states that an Alternate Fund Commissioner who is an employee of the appointing Member shall hold office at the pleasure of the Member and can be removed by the Member at any time without cause; and

WHEREAS, the City of Absecon recommends the appointment of Joy Lewkowski to serve as Alternate Fund Commissioner in accordance with the FUND Bylaws.

NOW, THEREFORE, BE IT FURTHER RESOLVE, by the City of Absecon that it does hereby appoint Joy Lewkowski Alternate Fund Commissioner to the Atlantic County Municipal Joint Insurance Fund.

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

**SIGNED: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON

RESOLUTION 19-2025

**A RESOLUTION APPOINTING A
COUNCILPERSON TO THE PLANNING BOARD**

BE IT RESOLVED, by the Council of the City of Absecon that, namely, Councilperson Christine Parker, be and hereby is appointed to the Planning Board of the City of Absecon, for a term commencing January 1, 2025 and ending December 31, 2025.

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON
RESOLUTION 20-2025

**A RESOLUTION RE-APPOINTING AND APPOINTING
MEMBERS TO THE ZONING BOARD**

WHEREAS, there is a need to re-appoint existing members of the Zoning Board, due to expired terms.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Absecon that the following individuals are hereby re-appointed to the Zoning Board of the City of Absecon, for the terms expiring as indicated below:

Re-Appointed

Michael Reilly - Regular Member—filling unexpired term, 1/1/22 – 12/31/25

Arianne Sellers – Alternate I – filling unexpired term, 1/1/24 – 12/31/25

Appoint

Abby Curran – Alternate II – term, 1/1/25 – 12/31/2026

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON

RESOLUTION 21-2025

**A RESOLUTION APPOINTING
A MERCANTILE LICENSE CLERK**

WHEREAS, there is a need for the appointment of a Mercantile License Clerk; and

WHEREAS, Carie A. Crone, RMC, Municipal Clerk has indicated a willingness to serve in such position.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Absecon that Carie A. Crone, RMC, Municipal Clerk, is hereby appointed Mercantile Clerk, in and for the City of Absecon, for a term commencing January 1, 2025 and ending December 31, 2025.

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON

RESOLUTION 22-2025

**A RESOLUTION APPOINTING A LIEN
CLERK FOR THE CITY OF ABSECON**

WHEREAS, there appears to be a need for the appointment of a Lien Clerk; and

WHEREAS, Jessica A. Snyder, C.T.C., has indicated a willingness to serve in such position.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Absecon that Jessica A. Snyder, C.T.C., is hereby appointed Lien Clerk, in and for the City of Absecon, for a term commencing January 1, 2025 and ending December 31, 2025.

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON

RESOLUTION 23-2025

**A RESOLUTION AUTHORIZING THE TAX COLLECTOR
TO PARTICIPATE IN AN ELECTRONIC TAX SALE**

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services; and

WHEREAS, the Director of the Division of Local Government Services has promulgated rules and regulations for electronic tax sales; and

WHEREAS, the Director of the Division of Local Government Services has approved NJ Tax Lien Investors/RealAuction.com to conduct electronic tax sales; and

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process; and

WHEREAS, the City of Absecon wishes to participate in an electronic tax sale.

WHEREAS, all delinquent tax payments tendered beginning fifty days prior to the tax sale, must be paid either by certified check, money order or cash.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Absecon, New Jersey, that the Tax Collector is hereby authorized to participate in an electronic tax sale and submit same to the Director of the Division of Local Government Services if necessary.

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON

RESOLUTION 24-2025

**A RESOLUTION AUTHORIZING A FEE
FOR THE CREATION, PRINTING AND MAILING OF
TAX SALE NOTICES FOR AN ELECTRONIC TAX SALE**

WHEREAS, N.J.S.A. 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services, and

WHEREAS, the rules and regulations require a municipality to send two (2) notices of tax sale to all properties included in said sale; and

WHEREAS, the rules and regulations allow said municipality to charge a fee of \$25.00 per notice for the creation, printing and mailing of said notices; and

WHEREAS, in an effort to more fairly assign greater fiscal responsibility to delinquent taxpayers, the City of Absecon wishes to charge \$25.00 per notice mailed which will be assessed specifically to the delinquent accounts that are causing the need for a tax sale and not to the general tax base.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Absecon that a fee of \$25.00 per notice be established and is hereby authorized and directed to be charged for each notice of tax sale that is sent in conjunction with the 2025 electronic tax sale.

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON

RESOLUTION 25-2025

**A RESOLUTION APPOINTING
A FULL TIME PATROL OFFICER**

WHEREAS, there is a need to fill a vacancy for a Full Time Patrol Officer in the Police Department of the City of Absecon; and

WHEREAS, Stanley Marczyk has indicated a willingness to serve as Full Time Patrol Officer of the Absecon City Police Department at an annual salary of \$51,000.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and with advice and consent of the Council of the City of Absecon, County of Atlantic, that Stanley Marczyk is hereby appointed as Full Time Patrol Officer in the Police Department of the City effective January 13th, 2025.

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON

RESOLUTION 26-2025

**A RESOLUTION APPOINTING
A FULL TIME PATROL OFFICER**

WHEREAS, there is a need to fill a vacancy for a Full Time Patrol Officer in the Police Department of the City of Absecon; and

WHEREAS, Nicholas Brown has indicated a willingness to serve as Full Time Patrol Officer of the Absecon City Police Department at an annual salary of \$51,000.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and with advice and consent of the Council of the City of Absecon, County of Atlantic, that Nicholas Brown is hereby appointed as Full Time Patrol Officer in the Police Department of the City effective January 13th, 2025.

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON
RESOLUTION 27-2025
A RESOLUTION APPOINTING
A FULL TIME PATROL OFFICER

WHEREAS, there is a need to fill a vacancy for a Full Time Patrol Officer in the Police Department of the City of Absecon; and

WHEREAS, Barry Walker has indicated a willingness to serve as Full Time Patrol Officer of the Absecon City Police Department at an annual salary of \$51,000.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and with advice and consent of the Council of the City of Absecon, County of Atlantic, that Barry Walker is hereby appointed as Full Time Patrol Officer in the Police Department of the City effective January 13th, 2025.

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON

RESOLUTION 28-2025

**A RESOLUTION APPOINTING
A FULL TIME PATROL OFFICER**

WHEREAS, there is a need to fill a vacancy for a Full Time Patrol Officer in the Police Department of the City of Absecon; and

WHEREAS, Joseph Reitzler has indicated a willingness to serve as Full Time Patrol Officer of the Absecon City Police Department at an annual salary of \$51,000.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and with advice and consent of the Council of the City of Absecon, County of Atlantic, that Joseph Reitzler is hereby appointed as Full Time Patrol Officer in the Police Department of the City effective January 13th, 2025.

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

CITY OF ABSECON
RESOLUTION 29-2025
A RESOLUTION APPOINTING
A FULL TIME PATROL OFFICER

WHEREAS, there is a need to fill a vacancy for a Full Time Patrol Officer in the Police Department of the City of Absecon; and

WHEREAS, Brayden Melendez has indicated a willingness to serve as Full Time Patrol Officer of the Absecon City Police Department at an annual salary of \$51,000.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and with advice and consent of the Council of the City of Absecon, County of Atlantic, that Brayden Melendez is hereby appointed as Full Time Patrol Officer in the Police Department of the City effective January 13th, 2025.

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON
RESOLUTION 30-2025
A RESOLUTION APPOINTING
A FULL TIME PATROL OFFICER

WHEREAS, there is a need to fill a vacancy for a Full Time Patrol Officer in the Police Department of the City of Absecon; and

WHEREAS, Scott McConnell has indicated a willingness to serve as Full Time Patrol Officer of the Absecon City Police Department at an annual salary of \$51,000.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and with advice and consent of the Council of the City of Absecon, County of Atlantic, that Scott McConnell is hereby appointed as Full Time Patrol Officer in the Police Department of the City effective January 13th, 2025.

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON

RESOLUTION 31-2025

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SHARED SERVICES AGREEMENT WITH GALLOWAY TOWNSHIP FOR CHIEF FINANCIAL AND PURCHASING AGENT SERVICES

WHEREAS, Chapter 3, Article XV, §3-98 of the Administrative Code of the City of Absecon provides for the creation of the office of Chief Financial Officer and provides thereunder for the term of appointment, and description of powers and duties, among other provisions; and

WHEREAS, the City's Chief Financial Officer has retired from that position, effective December 31st, thereby creating a vacancy in that office; and

WHEREAS N.J.S.A. § 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act authorizes municipalities to enter into shared services agreements to accomplish any function which either unit could perform on its own to reduce local expenses funded by property taxpayers and ratepayers; and

WHEREAS the Recipient has determined, that for reasons of efficiency and economy, procuring Chief Financial Officer and Purchasing Agent services from Provider is prudent and fiscally sound; and

WHEREAS the Provider has agreed to furnish to the Recipient Chief Financial Officer and Purchasing Agent services pursuant to the Act; and

WHEREAS in the spirit of inter-municipal cooperation, and in furtherance of the principals underlying the Act, the Provider and the Recipient (collectively the "Parties") have negotiated an Agreement for the use of Chief Financial Officer and Purchasing Agent services for their respective jurisdictions; and

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Absecon hereby authorize the Mayor to enter into a Shared Services Agreement with Galloway Township for Chief Financial and Purchasing Agent Services for the City of Absecon in accordance with the terms and conditions of the Agreement attached hereto.

Dated: January 2nd, 2025

**This is to certify that this is a true copy
of a Resolution adopted by the Council
of the City of Absecon, County of Atlantic,
State of New Jersey, at the Reorganization
meeting held on January 2nd, 2025.**

**ATTEST: _____
Carie A. Crone, RMC, Municipal Clerk**

**SHARED SERVICES AGREEMENT BETWEEN THE CITY
OF ABSECON AND THE TOWNSHIP OF GALLOWAY FOR
CHIEF FINANCIAL AND PURCHASING AGENT SERVICES**

THIS AGREEMENT is made effective on the ____ day of January, 2025 by and between the **CITY OF ABSECON**, a political subdivision of the State of New Jersey, whose address is 500 Mill Road, Absecon, New Jersey 08201 (hereinafter sometimes referred to as “Absecon” or “Recipient”), and **TOWNSHIP OF GALLOWAY**, a political subdivision of the State of New Jersey, whose address is 300 E. Jimmie Leeds Road, Galloway, NJ 08205 (hereinafter sometimes referred to as “Galloway” or “Provider”) (collectively referred to as the “Parties”).

WITNESS ETH:

WHEREAS N.J.S.A. § 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act authorizes municipalities to enter into shared services agreements to accomplish any function which either unit could perform on its own to reduce local expenses funded by property taxpayers and ratepayers; and

WHEREAS the Recipient has determined, that for reasons of efficiency and economy, procuring Chief Financial Officer and Purchasing Agent services from Provider is prudent and fiscally sound; and

WHEREAS the Recipient is in need of Chief Financial Officer and Purchasing Agent services; and

WHEREAS the Provider has agreed to furnish to the Recipient Chief Financial Officer and Purchasing Agent services pursuant to the Act; and

WHEREAS in the spirit of inter-municipal cooperation, and in furtherance of the principals underlying the Act, the Provider and the Recipient (collectively the “Parties”) have negotiated an Agreement for the use of Chief Financial Officer and Purchasing Agent services for the their respective jurisdictions; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. INCORPORATION OF PREAMBLE - All provisions of the preamble that are set forth above are repeated and incorporated herein by this reference thereto as if set forth at length.

2. CONTROLLING LAW – This Agreement is governed by the provisions of N.J.S.A. § 40A:65-1 *et seq.*, the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.

3. DESCRIPTION OF SERVICES – During the term of this Agreement, the Provider shall provide to Recipient all the respective duties required by Statue and Regulations promulgated by the Division of Local Government Services, Department of Community Affairs related to Chief Financial Officer and Purchasing Agent. Such services include but are not limited to compliance with all technical accounting directives, assist in the preparation of budget, custodian of public funds, assist governing body with development of fiscal policy, develop and implement internal controls, prepare and analysis of monthly financial reports, maintain and monitor accounts for all budgeted appropriations and revenue and prepare, maintain and reconcile all books, ledgers statement and reports pertaining to municipal finance. The purchasing agent shall assist in the preparation, advertisement and review of all bids as required by the Local Public Contracts Law. Both the Chief Financial Officer and Purchasing Agent will maintain their licenses in good standing with the Division of Local Government Services

4. COMPENSATION. Recipient shall pay to Provider the following sums for each year:

2025 – \$75,000

2026 - \$78,000

All payments by the Recipient to the Provider pursuant to this Agreement shall be made in equal quarterly installments on the first day of each quarter (ie, February 1, May 1, August 1, and November 1) during the term of this Agreement upon receipt of an invoice from Provider.

5. EQUIPMENT – Provider agency shall arrange meetings with Recipient to discuss any equipment upgrades that may be expected in upcoming years. Such upgrades will be recommended to Recipient based on becoming more effective and efficient. The cost of any upgrades, if agreed to by the recipient, would be the expense of the recipient.

6. TERM OF AGREEMENT/RIGHT TO TERMINATE – This Agreement shall take effect on January 1, 2025 (the effective date) and shall terminate at midnight on December 31, 2026. Either party may terminate the contract upon sixty (60) days written notice to the other Party.

7. INSURANCE AND INDEMNIFICATION – Each party, for itself, its successors, guest, invitees or any users of said privilege, as part of the consideration hereof, covenants and agrees to indemnify, defend, protect, and save and hold harmless, the other party, its successors and assigns, its officers, contractors, agents, employees, servants or any of them, from and against any and all losses, damages, suits, claims, fines, penalties, costs and expenses whatsoever (including death and defense or any such claims), which it, they or any of them may directly suffer, sustain, or be subject to, or be held liable for, or which shall in any way be connected with or grow out of each party's negligence in conducting any action relating to Chief Financial Officer and/or Purchasing Agent subject to the terms of this Agreement, provided further that nothing herein contained shall be deemed to confer upon any third person any right against either the Provider or the Recipient.

8. MAINTENANCE OF RECORDS – All records will be owned and maintained by the recipient. Records may be accessed remotely by the provider but will be the property of the recipient.

9. GOVERNING LAW; DISPUTE RESOLUTION - This Agreement shall be governed by the laws of the State of New Jersey. In the event of any dispute to this Agreement, the Parties shall resolve such difference by subsequent negotiation, mediation or arbitration before any action may be filed in Superior Court of New Jersey in Atlantic County.

10. NOTICES - Notices hereunder shall be given to the Parties' Chief Executive (Mayor / Township Administrator) and shall be made by hand delivery, facsimile, electronic mail, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the time limit. For calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days, which, for purposes of this Agreement shall be any day other than a Saturday, Sunday, or legal public holiday.

11. AMENDMENT - The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Administrative Official of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

12. ASSIGNABILITY - This Agreement and all rights, duties and obligations contained herein may not be assigned without Absecon's prior written permission.

13. FUNDING - In accordance with the provisions of N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

14. INVALID CLAUSE - The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

15. JOINT PREPARATION - This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

16. ENTIRE AGREEMENT - This Agreement is the entire Agreement and may only be modified by a written addendum authorized and entered into by Resolutions enacted by both Parties.

17. COUNTERPARTS - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

In accordance with the Act a certified copy of this Agreement shall be filed with the Division of Local Government Services.

IN WITNESS WHEREOF, the undersigned have set their hands and seals effective the day and year first above written.

Witness/Attest:

CITY OF ABSECON

By: _____
Carie A. Crone, RMC
City Clerk

By: _____
Thomas Marrone, Mayor

Witness/Attest:

TOWNSHIP OF GALLOWAY

By: _____
Kelli Danieli, RMC
Township Clerk

By: _____
Anthony Coppola, Mayor

CITY OF ABSECON

RESOLUTION 32-2025

**A RESOLUTION REMINDING THE PUBLIC OF THE TIME CAPSULE
IN CITY HALL AND ENSURING IT TO BE OPENED IN THE YEAR 2052**

WHEREAS, there is a need to provide an annual reminder to the citizens of Absecon that a Time Capsule exists within City Hall and has an opening date; and

WHEREAS, The Centennial Committee, the Mayor and the current Governing Body request a Resolution be drafted each and every year as a reminder for the opening of the Time Capsule on March 24, 2052.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Absecon hereby reminds the citizens of the City of Absecon that the Time Capsule is located in the City of Absecon Municipal Building Lobby, 500 Mill Road, Absecon, New Jersey and is to be opened on March 24, 2052.

Dated: January 2nd, 2025

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