

Present:  
Absent:

**AGENDA  
CITY OF BRIGANTINE  
COUNCIL MEETING  
OCTOBER 16, 2024  
5:00 P.M. – Public Portion**

1. Flag Salute
2. Opening Prayer
3. Open Public Meetings Act Announcement
4. Mayor's Proclamation – Emmett Turner
5. Resolution 2024-176 Re: Executive Session \_\_\_\_ P.M.  
Topics to be Discussed:  
  
M:    S:    RC:    MC:
6. Return from Executive Session \_\_\_\_ P.M.  
  
M:    S:    RC:    MC:
7. Approval of 10/2/24 Council Meeting and Executive Session Minutes  
  
M:    S:    RC:    MC:
8. Approval of Payroll, Requisition List and Operating Expenses  
  
M:    S:    RC:    MC:
9. Public Comment on Agenda Items Only
10. Ordinance No. 16 of 2024 – Public Hearing and Adoption  
Amending Chapter 284 of the Code of the City of Brigantine as it Relates to  
Handicap Parking Spaces: 318 27<sup>th</sup> Street  
  
M:    S:    RC:    MC:
11. Ordinance No. 17 of 2024 – Introduction  
Amending Chapter 143 of the Code of the City of Brigantine, Entitled “Uniform  
Construction Code”, to Update Fees for Permanent and Temporary Certificates of  
Occupancy  
  
M:    S:    RC:    MC:



**CITY OF BRIGANTINE  
ORDINANCE NO. 16 OF 2024**

**AN ORDINANCE AMENDING CHAPTER 284 OF THE CODE OF THE CITY  
OF BRIGANTINE AS IT RELATES TO HANDICAP PARKING SPACES**

**WHEREAS**, State statute specifically allows municipalities to establish restrictive parking zones in front of residences occupied by handicap persons; and

**WHEREAS**, a request has been made to the City of Brigantine concerning such a handicap parking space; and

**WHEREAS**, implementing this Ordinance would be a benefit to the health, welfare and safety of the residents of the City of Brigantine and the individual who needs the use of said handicap space; and

**WHEREAS**, the space set forth in this Ordinance has been investigated by the Brigantine Police department who have recommended the same.

**NOW, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
BRIGANTINE IN THE COUNTY OF ATLANTIC AND STATE OF NEW  
JERSEY AS FOLLOWS:**

**SECTION I:** Section 284-59 of the Code of the City of Brigantine shall be amended by adding the following space as a designated handicap space within the City of Brigantine:

<u>NAME OF STREET</u>	<u>LOCATION</u>
318 27 <sup>th</sup> Street	Twenty (20) foot area In front of the property located at 318 27 <sup>th</sup> Street

**SECTION II:** Upon adoption by the City Council of the City of Brigantine of this Ordinance, the Department of Public Works and all other appropriate entities are authorized to take any and all steps to erect the appropriate signs designating the above space as a handicap parking space and to take any other action to fulfill the intention of this Ordinance.

**SECTION III:** Severability

If any section or part of this Ordinance is deemed to be invalid or illegal in any court or competent jurisdiction then said part is severable from this Ordinance as a whole and the remaining selections or parts of this Ordinance shall remain in full force and effect.

**SECTION IV:** Repealer

All Ordinances or portions thereof inconsistent with this Ordinance are hereby repealed to the extent of said inconsistency.

**SECTION V:** Effective Date

This Ordinance shall take effect after final adoption and publication as prescribed by law.

INTRODUCTION: October 2, 2024

ADOPTION: October 16, 2024

ATTEST:

VINCE SERA, MAYOR

LYNN SWEENEY, RMC, CITY CLERK

**CITY OF BRIGANTINE  
ORDINANCE NO. 17 OF 2024**

**AN ORDINANCE TO AMEND CHAPTER 143 OF THE CODE OF THE CITY OF  
BRIGANTINE, ENTITLED “UNIFORM CONSTRUCTION CODE”, TO UPDATE FEES  
FOR PERMANENT AND TEMPORARY CERTIFICATES OF OCCUPANCY**

**WHEREAS**, the City of Brigantine (the “City”) regulates construction and the fees associated therewith by and through Chapter 143 of the Code of the City of Brigantine; and

**WHEREAS**, as a result of an audit performed by the New Jersey Department of Community Affairs (“DCA”), the City determined that there is an error in the Construction Office’s fee schedule; and

**WHEREAS**, the City wishes to amend Chapter 143, Section 3, so as update the fees for the acquiring of permanent and temporary certificates of occupancy and the renewal of a temporary certificate of occupancy.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED**, by the City Council of the City of Brigantine, County of Atlantic and State of New Jersey that Chapter 143, Article I of the Code of the City of Brigantine, entitled “Enforcement and Fees”, be and is hereby amended and supplemented as follows (underlined text illustrates additions, strikethrough text illustrates deletions):

**ARTICLE I: AMENDMENTS TO SECTION 143-3(B).**

Section 143-3(B) of the Code of the City of Bordentown shall be amended to read as follows:

“§ 143-3(B) **Fees enumerated.** [Amended 11-4-1998 by Ord. No. 18-1998; 12-6-2000 by Ord. No. 29-2000; 1-18-2006 by Ord. No. 3-2006; 2-21-2007 by Ord. No. 5-2007; 9-19-2007 by Ord. No. 19-2007; 4-2-2008 by Ord. No. 11-2008; 1-21-2009 by Ord. No. 1-2009; 12-21-2011 by Ord. No. 31-2011; 12-6-2023 by Ord. No. 17-2023; 10-\_\_-2024 by Ord. No. 2024-\_\_]

(1) [Remains unchanged].

(2) The basic construction fee shall be the sum of the parts computed on the basis of the volume or the cost of construction, the number of plumbing fixtures and pieces of equipment, the number of electrical fixtures and devices and the number of sprinklers, standpipes and detectors (smoke and heat) at the unit rates provided herein, plus any special fees. All construction permits are subject to a New Jersey state permit surcharge fee as set forth by N.J.A.C. 5:23-4.19. The minimum fee for a basic construction permit covering any and all building work shall be \$75.

a. [Remains unchanged].

- b. [Remains unchanged].
- c. [Remains unchanged].
- d. [Remains unchanged].
- e. [Remains unchanged].
- f. The fees for certificates and other permits shall be as follows:
  - (1) [Remains unchanged].
  - (2) [Remains unchanged].
  - (3) The fee for a certificate of occupancy/~~temporary certificate of occupancy~~ shall be in the amount of \$75. The fee for a temporary certificate of occupancy shall be in the amount of \$30. The fee for renewal of a temporary certificate of occupancy shall be \$40.

[Remaining Portion of §143-3 remains unchanged].

**Repealer, Severability and Effective Date.**

- A. Repealer. Any and all Ordinances inconsistent with the terms of this Ordinance are hereby repealed to the extent of any such inconsistencies.
- B. Severability. In the event that any clause, section, paragraph or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason, then the City Council hereby declares its intent that the balance of the Ordinance not affected by said invalidity shall remain in full force and effect to the extent that it allows the City to meet the goals of the Ordinance.
- C. This Ordinance shall take effect upon passage and publication according to law.

**ACTION ON INTRODUCTION:**

Motion made by: \_\_\_\_\_

Motion seconded by: \_\_\_\_\_

**VOTE:**

Deputy Mayor Bew:	Yes	No	Abstain	Not Present
Councilman Lettieri:	Yes	No	Abstain	Not Present
Councilman Haney:	Yes	No	Abstain	Not Present
Councilman DeLucry:	Yes	No	Abstain	Not Present

Councilman Kane:	Yes	No	Abstain	Not Present
Councilman Riordan:	Yes	No	Abstain	Not Present
Mayor Sera:	Yes	No	Abstain	Not Present

**ACTION ON ADOPTION** (after public hearing)

Motion made by: \_\_\_\_\_

Motion seconded by: \_\_\_\_\_

**VOTE:**

Deputy Mayor Bew:	Yes	No	Abstain	Not Present
Councilman Lettieri:	Yes	No	Abstain	Not Present
Councilman Haney:	Yes	No	Abstain	Not Present
Councilman DeLucry:	Yes	No	Abstain	Not Present
Councilman Kane:	Yes	No	Abstain	Not Present
Councilman Riordan:	Yes	No	Abstain	Not Present
Mayor Sera:	Yes	No	Abstain	Not Present

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**CERTIFICATION**

I HEREBY CERTIFY that the foregoing is a true copy of the ordinance that was introduced after first reading at a meeting of the Brigantine City Council held on October 16, 2024 and adopted after a public hearing at a meeting of the Brigantine City Council held on November 6, 2024.

\_\_\_\_\_  
Lynn Sweeney, RMC  
City Clerk

**CITY OF BRIGANTINE**

**RESOLUTION 2024-**

**RESOLUTION AUTHORIZING BRAMBLE DRIVE  
GARDEN MAINTENANCE AGREEMENT**

**WHEREAS**, the owners of 28 Bramble Drive purchased the property in 2011 and have since been maintaining it along with the Community Garden located directly off their property line; and

**WHEREAS**, the property contains two water meters, the first meter being for the property itself and the second initially being for irrigation; and

**WHEREAS**, in 2017, the City installed its own meter in the second meter pit meant for irrigation to pay for the water used for the maintenance of the Community Garden; and

**WHEREAS**, the City anticipated that the Owners pay for their water usage on their own property while the City pay the water for the second meter used for the Community Garden; and

**WHEREAS**, it was discovered that the water usage for the water meters are assessed together rather than separately as anticipated and the cost to effectively split the lines would be excessive, as would the amount of labor needed to accomplish it; and

**WHEREAS**, the Parties seek to enter into an agreement to allocate each party's responsibility relating the water usage costs.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Brigantine, County of Atlantic, State of New Jersey that:

1. The City is authorized to enter a Community Garden Maintenance Agreement with the property owner of 28 Bramble Drive;
2. The City Manager is authorized to execute the Agreement on behalf of the City.

Certified to be a true copy of a Resolution adopted by the Municipal Council for the City of Brigantine, County of Atlantic and State of New Jersey, on the 16<sup>th</sup> Day of October, 2024.

City of Brigantine

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Lynn Sweeney, RMC  
City Clerk



## COMMUNITY GARDEN MAINTENANCE AGREEMENT

This Community Garden Maintenance Agreement (hereinafter "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **John Bacha and Beth Bacha**, husband and wife, and the owners of the real property described in more detail below in Section 1.01 (hereinafter "Owners") whose address is 28 Bramble Drive, Brigantine, New Jersey 08203; and the **City of Brigantine** (hereinafter "City") whose principal address is 1417 West Brigantine Avenue, Brigantine, New Jersey 08203 (collectively hereinafter "the Parties").

### **Article I** **Property**

1.01. **Property Description.** The property subject to this Agreement is commonly known as 28 Bramble Drive in the City of Brigantine, County of Atlantic, State of New Jersey, and is further known as Lot 67A in Block SB-3 on the plot plan and Lot 14 in Block 4205 on the current City of Brigantine tax map (hereinafter "the property"), specifically relating to the Community Garden bordering the edge of the property described (hereinafter "Community Garden").

### **Article II** **Purpose and Background**

2.01. **Purpose.** The purpose of this Agreement shall be to make clear each party's responsibilities relating to the care and maintenance of the portion of the Community Gardens located at the part of the Owner's property that meets the Beach Line of the Atlantic Ocean.

2.02. **Background.** The Owners purchased the property in 2011 and have since been maintaining it along with the Community Garden located directly off their property line. The property contains two water meters, the first meter being for the property itself and the second initially being for irrigation. In 2017, the City installed its own meter in the second meter pit meant for irrigation to pay for the water used for the maintenance of the Community Garden. The City anticipated that the Owners pay for their water usage on their own property while the City pay the water for the second meter used for the Community Garden. It was discovered that the water usage for the water meters are assessed together rather than separately as anticipated. The cost to effectively split the lines would be vast as would the amount of labor needed to accomplish it. As such, the Parties shall enter into this Agreement to allocate each party's responsibility relating the water usage overage charges.

2.03. **Overage Determination.** Each year, the City allots an amount for water usage for each property within the City limits. The overage calculation is based on this yearly allotted amount for water service for the property. Accordingly, the City shall determine the overage amount using the difference between the allotted amount for water service for the property as determined

by the City and the cost of the water usage on the Owner's water line. The Owners shall not be responsible for any water usage beyond their allotted water usage allowance each year.

### **Article III** **Responsibilities of the Parties**

3.01. Relationship. The Parties agree that this Agreement effectively resolves the issue of the water usage overage charges caused by the meter lines being connected and charged together.

3.02. Responsibilities of the Owners. The Owners shall continue to maintain and improve the Community Gardens at their own expense. The Owners agree to indemnify and hold harmless the City from any and all water damage or issues that may arise from any water usage at their property. Unless there is a failure in the water system within the Owners' home, the Owners shall not be responsible for any excess water usage above the City's allotted amount per year for water service for the property.

3.03. Responsibilities of the City. The City shall be responsible for the costs associated with the water usage overage charges for the maintenance of the Community Garden as determined pursuant to Section 2.03 above.

### **Article IV** **Limitations**

4.01. Expiration. This Agreement shall expire at the earlier of five (5) years from the date execution or when the property is sold or ownership of the property is otherwise transferred by the Owners. It is the intent of the parties that this Agreement will continue in perpetuity with additional five year renewals. Either party may terminate this Agreement on thirty (30) days notice to the other at which time the City shall determine the most appropriate means of separating future water allocation.

4.02. Amendments. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated, and duly executed by the Parties.

### **Signatures**

The parties hereby agree to the terms and conditions set forth in this Agreement as demonstrated by their signatures below (continued on the next page):

**By: John Bacha, Owner**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**By: City of Brigantine**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**By: Beth Bacha, Owner**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF BRIGANTINE  
RESOLUTION 2024-**

**A RESOLUTION AUTHORIZING THE CONTRACT WITH ALL  
VINYL FENCING LLC FOR NETTING AT THE RECREATION  
FIELDS**

**WHEREAS**, the City of Brigantine is in need for an upgrade to the netting at the City ball fields; and

**WHEREAS**, All Vinyl Fencing LLC can provide and install poles and netting for the fields and;

**WHEREAS**, the City will be entering into a contract in lieu of public bidding with All Vinyl Fencing under State Contract V00077815 in the amount of \$38,700.00, \$27,500.00, and \$29,000.00 for total of \$95,200.00

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Brigantine, County of Atlantic and State of New Jersey on this 16<sup>th</sup> day of October, 2024

**BE IT FURTHER RESOLVED**, that Albert Stanley, Chief Financial Officer of the City of Brigantine, does hereby certify that there are adequate funds available in Account # **C-04-23-016-701 \$70,000.00 and C-04-23-016-702 \$25,200.00 for a total of \$95,200.00**

Certified to be a true copy of a Resolution adopted by the Municipal Council for the City of Brigantine, County of Atlantic and State of New Jersey, on the 16<sup>th</sup> day of October, 2024.

CITY OF BRIGANTINE

\_\_\_\_\_  
Lynn Sweeney, RMC  
City Clerk

\_\_\_\_\_  
Albert Stanley  
Chief Financial Officer

Recorded Vote:	MOTIONS	AYE	NAY	ABSTAIN	ABSENT
Sera					
Riordan					
Kane					
Bew					
Lettieri					
Haney					
DeLucry					

CITY OF BRIGANTINE  
RESOLUTION NO. 2024-

A RESOLUTION BY THE CITY OF BRIGANTINE NEW JERSEY  
AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERING FOR PROFESSIONAL SERVICES  
FOR A WELL 5 POTENTIAL SITE FOR CONSTRUCTION OF REPLACEMENT  
BRIGANTINE, NEW JERSEY

**WHEREAS**, the current Well 5 is in need of replacement and;

**WHEREAS**, a potential site for relocation and construction needs to be determined and;

**WHEREAS**, the City of Brigantine wishes to enter into an agreement with Remington Vernick Engineering for an evaluation to replace and relocate Well 5 at another location for an amount not to exceed \$10,000.00 and;

**NOW THEREFORE BE IT RESOLVED**, that the City enter in an agreement with Remington Vernick Engineering 2059 Springdale Road Cherry Hill, NJ 08003 for study, design for replacement and relocation of Well 5

**BE IT FURTHER RESOLVED** that Albert Stanley, Chief Financial Officer of the City of Brigantine, does hereby certify that there are adequate funds available in Account # 4-09-55-502-214

Certified to be a true copy of a Resolution adopted by the Municipal Council of the City of Brigantine, County of Atlantic and State of New Jersey, on the 16<sup>th</sup> day of October, 2024

CITY OF BRIGANTINE

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Lynn Sweeney, RMC  
City Clerk

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Albert Stanley  
Chief Financial Officer

# Brigantine Chamber of Commerce

1012 W Brigantine Avenue  
Brigantine NJ 08203  
609-800-2321  
[BrigantineChamber.com](http://BrigantineChamber.com)



09/25/24

## Brigantine City Service Request Form

The Brigantine Chamber of Commerce requests the services list below to assist in the safe provision of a city wide event as noted. All city forms completed and event insurance has been secured for the event, including application of date with city council approval.

**Event Name:** 2024 Holiday Bazaar

**Event Description:** Holiday/Christmas Bazaar- vendors, food, wreaths, poinsettia, small trees. Santa, characters, 20 vendor spots inside, 20 spots outside in parking area

**Event Date(s):** December 6th -2 hours prior too and one after after the Tree lighting & December 7th 10am-2pm

**Event Location/Time:** Presbyterian Church to Brig Police & Fire Dept

**Contact for the Organization:** Paul Amalfitano  
Contact Cell or Email (preferred method) 509-432-6427

**Services Requested From BCPD:** Closure of 15th street between the church and police department for safety of kids/ families

**Services Requested from BCFD:** Involved in Tree lighting side of event

**Services Requested from BCPW:** trash cans & Port o potties on site; tree lighting

Please let us know when this will go before city council and if you would like a representative from the chamber to attend.

We request a pre and post event meeting with all entities leading up to the event as needed.

This event will be advertised and run by the Brigantine Chamber of Commerce and volunteers. Any and all assistance that can be provided is greatly appreciated as always. We are always willing to discuss further questions at any time.

Respectfully,

Paul Amalfitano  
V.P Brigantine Chamber