

CITY OF BRIGANTINE

RESOLUTION 2024-44

**RESOLUTION GRANTING A REVOCABLE LICENSE AT 218 2ND STREET NORTH
TO EXTEND THE DRIVEWAY 4.3' INTO THE RIGHT OF WAY OF 2ND STREET
NORTH FOR PARKING PURPOSES**

WHEREAS, on August 23, 2023, the Planning Board of the City of Brigantine (“Planning Board”) approved an application submitted by Jane O’Keefe (the “Applicant”) for variance relief at 218 2nd Street North, as identified on the City tax map as Lot 24 in Block 503, for the purpose of constructing a deck in the front yard setback area of her house; and

WHEREAS, as part of this approval, the Planning Board reviewed, among other reports, an application for variance form, a landscape design plan, and a survey of the premises; and

WHEREAS, the Planning Board determined that the benefits of deviating will substantially outweigh any detriment, and that the variance can be granted without substantial detriment to the public good while not impairing the intent and purpose of the Zone Plan and Zoning Ordinance; and

WHEREAS, as part of the granting of variance relief, it was expressly conditioned that the applicant obtain a revocable license from the City of Brigantine (the “City”) for the purpose of occupying the right of way for parking purposes; and

WHEREAS, the Planning Board granted the application for variance relief subject to the conditions set forth; and

WHEREAS, the Applicant requests a revocable license from the City for the purpose of occupying the right of way for parking purposes; and

WHEREAS, this revocable license allows for an existing driveway that extends 4.3’ in to the municipal right of way; and

WHEREAS, the driveway and any vehicles parked upon it will not restrict pedestrian traffic or extend onto the sidewalk;

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 grants a revocable license to the Applicant for the purpose of occupying the right of way for parking purposes.
- 2) That License Area # 1 shall be described as follow:
 - a. BEGINNING at a point in the west line of Second Street North (50’) 87.75’ north of the north line of Brigantine Avenue (100’); thence

- b. North 43 degrees 25 minutes 30 seconds. We along the west line of Second Street North 21.25' to a point; thence
- c. In Second Street North, North 46 degrees 34 minutes 30 seconds East 4.3' to the existing concrete sidewalk; thence
- d. Continuing in same and along the sidewalk South 43 degrees 25 minutes 30 seconds East 21.25' to a point; thence
- e. Still in same, South 46 degrees 34 minutes 30 seconds West 4.3' to the point and place of BEGINNING

CONTAINING an area of 91.4 sf

- 3) And, that License Area #2 shall be described as follow:
 - a. BEGINNING AT A POINT IN THE WEST LINE OF Second Street North (50') 117.00' north of the north line of Brigantine Avenue (100'); thence
 - b. North 43 degrees 25 minutes 30 second West along the west line of Second Street North 9.0' to a point; thence
 - c. In Second Street North, North 46 degrees 34 minutes 30 seconds East 4/3' to the existing concrete sidewalk; thence
 - d. Continuing in same and along the sidewalk South 43 degrees 25 minutes 30 seconds East 9.0' to a point; thence
 - e. Still in same, South 46 degrees 34 minutes 30 seconds West 4.3' to the point and place of BEGINNING.

CONTAINING an area of 38.7 sf.

- 4) And, that the Mayor, City Manager and City Clerk are authorized to execute any and all documents in furtherance of this Resolution upon review and approval of such documents by the City Solicitor's Office.

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 21st day of February, 2024.

City of Brigantine

Lynn Sweeney, RMC
 Lynn Sweeney, RMC
 City Clerk

RECORD VOTE OF COUNCIL ON FINAL PASSAGE				
COUNCIL MEMBERS	Y	N	NV	AB
SERA	✓			
RIORDAN	✓			
KANE	✓			
BEW	✓			
LETTIERI	✓			
HANEY	✓			
DeLUCRY	✓			

X-INDICATES VOTE NV=NOT VOTING AB=ABSENT

COOPERATIVE PRICING SYSTEM AGREEMENT

New Jersey Cooperative Purchasing Alliance # CK04

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this 21st day of February, 2024, by and between the, **COUNTY OF BERGEN** and City of Brigantine, who desire to participate in the # CK04, NJ Cooperative Purchasing Alliance.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Bergen is conducting a voluntary Cooperative Pricing System known as the New Jersey Cooperative Purchasing Alliance with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include all goods and services which may be bid under the laws and stipulations of the State of New Jersey and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter ON THE ANNIVERSARY OF THE REGISTRATION OF THE SYSTEM publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.

(D) The State Identification Code assigned to the Cooperative Pricing System.

(E) The expiration date of the Cooperative Pricing System.

4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired [IF NOT AN OPEN ENDED CONTRACT], the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.

12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. This Agreement shall become effective on the date adopted on the resolution subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. The County of Bergen shall on behalf of all local units participating in the cooperative pricing system renew the system every 5 years in perpetuity; unless all parties give written notice that there is no longer a desire or a need for participation in the system.
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY:

(NAME AND TITLE))

FOR THE CITY OF BRIGANTINE

BY:



(NAME AND TITLE)

Tige Platt, City Manager