

Absent:

**AGENDA  
CITY OF BRIGANTINE  
COUNCIL MEETING  
MAY 18, 2022  
5:00 P.M. – Public Portion**

1. Flag Salute
  2. Opening Prayer
  3. Open Public Meetings Act Announcement
  4. Resolution 2022-104 Re: Executive Session \_\_\_\_\_ P.M.
- Topics to be Discussed:

M:                      S:                      RC:                      MC:

5. Return from Executive Session P.M.

6. Approval of 5/4/22 Council Meeting Minutes

M:                      S:                      RC:                      MC:

- ## 7. Approval of Requisition List, Operating Expenses and Payroll

M:                      S:                      RC:                      MC:

- ## 8. Public Comment on Agenda Items Only

9. Ordinance No. 8 of 2022 – Public Hearing and Adoption  
Amending Chapter 210-37 of the Code to Repeal the Fees for Planning and Zoning  
and to Replace such Fees with Land Development Application Fees

M:                      S:                      RC:                      MC:

10. Resolution 2022-105 Re: Authorizing Agreement with Stockton for Lease of Brigantine Boat House

M:                      S:                      RC:                      MC:

- ## 11. Resolution 2022-106 Re: Award of Contract for Road Materials

M:                      S:                      RC:                      MC:

- ## 12. Resolution 2022-107 Re: Rental Registration Refund

M: S: RC: MC:

13. Resolution 2022-107 Re: Authorizing Refund for License Overpayment

M: S: RC: MC:

14. Resolution 2022-108 Re: Real Estate Tax Bill

M: S: RC: MC:

15. Resolution 2022-109 Re: Award of Contract – Fleet Maintenance and Repairs for the Fire Department

M: S: RC: MC:

16. Resolution 2022-110 Re: Declaring that an Emergent Condition Exists and Authorizing Award of Contract for Emergency Water Main Repair

M: S: RC: MC:

17. Resolution 2022-111 Re: Authorizing Award of Contract for Golf Cart Services

M: S: RC: MC:

18. Resolution 2022-112 Re: Memorandum of Agreement for GWU (Dispatchers)

M: S: RC: MC:

19. Resolution 2022-113 Re: Authorizing the Hiring of Full-Time Police Officer

M: S: RC: MC:

20. Resolution 2022-114 Re: Authorizing the Hiring of Full-Time Police Officer

M: S: RC: MC:

21. Resolution 2022-114 Re: Authorizing City Manager to Sign Agreement with Triad Advisory Services, Inc.

M: S: RC: MC:

22. Consent Agenda

A. VFW Raffle License #959

B. VFW Raffle License #960

C. VFW Raffle License #961

- D. Soccer Tournament Special Event Request
- E. Elks Clambake Noise Ordinance Relief
- F. Marine Mammal Stranding Center Summer Program Request
- G. American Legion Memorial Day Parade and Service Request
- H. P.B.A. Bike Rodeo Request
- I. Holy Spirit Raffle License #962
- J. Holy Spirit Raffle License #963

M:

S:

RC:

MC:

- 17. Council Manager/Committee Discussion:
- 18. Public Comments
- 19. Council Comments
- 20. Adjourn \_\_\_\_\_ P.M.

The City Council of the City of Brigantine reserves the right to consider, discuss and/or take any formal action upon resolutions or ordinances not appearing on the printed agenda.

**CITY OF BRIGANTINE**

**ORDINANCE NO. 8 OF 2022**

**“AN ORDINANCE AMENDING CHAPTER 210-37, ARTICLE II OF  
THE CODE OF THE CITY OF BRIGANTINE  
TO REPEAL THE FEES FOR PLANNING AND ZONING AND TO REPLACE SUCH  
FEES WITH LAND DEVELOPMENT APPLICATION FEES”**

**WHEREAS**, the City of Brigantine is permitted by its police power to establish certain fees for services within the City of Brigantine; and

**WHEREAS**, the City Council of the City of Brigantine desires to amend its fee schedule to provide for certain fees.

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

Section 1. Chapter 210-37, the fees for Planning and Zoning are hereby repealed and replaced with “Land Development Application Fees” as follows:

<b>Land Development Application Fees</b>		
<b>CATEGORY</b>	<b>APPLICATION FEE</b>	<b>ESCROW FEE</b>

<b>Minor Subdivision</b>		
Minor Subdivision	\$350	\$2,500
Amendment	\$250	\$1,500
Hardship 'C' Variance	\$50 per Variance	\$300 per Variance
Plot Plan Review		\$500
Administrative Tax Map Fee		\$50 per lot

<b>Major Subdivision</b>		
Preliminary	\$400 plus \$50 per Lot	\$5,000
Hardship 'C' Variance	\$50 per Variance	\$300 per Variance
Amendment	\$100	\$1,000
Final	\$400 plus \$50 per Lot	\$4,000
Extension	\$100	\$500
Plot Plan Review		500 plus \$50 per Lot
Administrative Tax Map Fee		\$50 per lot

<b>Minor Site Plan</b>		
Minor Site Plan	\$750	\$3,500
Hardship 'C' Variance	\$50 per Variance	\$300 per Variance
Compliance Review		\$500

<b>Major Site Plan</b>		
Preliminary	\$750	\$5,000
Final	\$400	\$4,000
Amendments	\$100	\$1,000
Extension	\$100	\$500
Hardship 'C' Variance	\$50 per Variance	\$300 per Variance
Compliance Review		\$1,500

<b>Variances</b>		
Appeals, NJSA 40:55-70a	\$350	\$1,500
Interpretations, NJSA 40:55-70b	\$350	\$1,500
Variances, NJSA 40:55-7c	\$200 + \$50 per Variance	\$1,000 + \$300 per Variance
Variances, NJSA 40:55-70d	\$400	\$1,500
Compliance Review		\$500

<b>Miscellaneous</b>		
Conditional Use Permit	\$250	\$1,000
Conceptual Development Meeting	\$250	\$1,000
Administrative Review	\$200	\$1,500
Publication o Final Decision	\$50 plus Direct Costs	
Construction and Sand Moving Permit	\$500	5% of Construction Costs
Soil Boring/Test Pits Witnessing	\$50	\$250 plus \$100 per additional boring/test pit

**Notes:**

1. The City Engineer's inspection fee for all improvements that must conform to the City requirements shall be based on 3% of the construction cost. The inspection fee shall be paid as described above for application fees, through the City Treasurer but drawn to the account of the City Engineer. This fee must be paid before final approval of the project.
2. All notices for publication of hearings will be arranged for and paid by the Applicant or the Applicant's Agent.
3. Notices of publication of final decisions will be published in the approved publication **by the** Secretary of the Planning Board.

Section 2. Chapter 210 shall remain in full force and effect to the extent not modified herein.

Section 3. 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. Effective Date. This Ordinance shall take effect upon proper passage in accordance with the law.

**ATTEST:**

**BRIGANTINE CITY COUNCIL**

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

\_\_\_\_\_  
Vince Sera, Mayor

Introduction: May 4, 2022

Adoption:

**CITY OF BRIGANTINE**

**RESOLUTION NO. 2022-**

**“A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF BRIGANTINE AUTHORIZING  
ENTRY INTO A LICENSE AGREEMENT WITH THE BRIGANTINE ROWING CLUB  
AND STOCKTON UNIVERSITY FOR A LICENSE TO PERMIT THE USE OF THE  
BRIGANTINE BOATHOUSE”**

**WHEREAS**, the City of Brigantine owns a boathouse (the “Brigantine Boathouse”) located at 518 Bayshore Avenue, Brigantine, New Jersey; and

**WHEREAS**, the Brigantine Rowing club (“BRC”) operates the Brigantine Boathouse; and

**WHEREAS**, Stockton University (the “University”) has a crew program and desires to obtain a license to use the Property for the University’s crew program, (the “Program”); and

**WHEREAS**, the City is willing to grant the University a license to use the Premises for the Program under the terms and conditions set forth in a License Agreement, the form of which is attached hereto; and

**WHEREAS**, the Mayor and City Council have reviewed the License Agreement attached hereto as Exhibit “A” and wish to enter into the License Agreement in the form as substantially attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Brigantine that the City Manager is authorized to enter into a License Agreement with the Brigantine Rowing Club and Stockton University for use of the Brigantine Boathouse located at form as substantially attached hereto.

DATE: May 18, 2022

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LYNN SWEENEY, RMC

## **BRIGANTINE BOATHOUSE LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (this "Agreement"), dated as of July 1, 2022, is made between the City of Brigantine, in the County of Atlantic, New Jersey ("City") and The Brigantine Rowing Club ("BRC") and Stockton University ("University"). City and University may be referred to herein individually as a "party" and collectively as the "parties."

WHEREAS, the City owns a boathouse located at 518 Bayshore Avenue, Brigantine, New Jersey (the "Premises"), which is operated by the Brigantine Rowing Club ("BRC"),

WHEREAS, the University desires to obtain a license to use the Property for the University's crew program ("Program"), and the City is willing to grant the University a license to use the Premises for the Program under the terms and condition set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. License. City hereby grants to University, and University hereby accepts from City, a limited, revocable, non-transferrable license (the "License") to use the Premises during the Term set forth below for the sole purpose of the Program.

a. Program: The University will be permitted to use the following areas of the Premises for the Program:

- The parking lots and spaces not otherwise reserved.
- Exclusive use of Bay 2 for storage of boats and equipment.
- Shared use of Bays 3 and 5 for storage of boats and equipment, as directed and approved by BRC.
- The locker rooms on the Premises.
- The restrooms on the Premises.
- The ERGs and weight room on the second floor of the Premises.
- The kitchen on the second floor of the Premises.
- The common areas on the first and second floor of the Premises.
- The docks serving the Premises.

Access to and use of other areas of the Premises are available upon request, in each case subject to prior approval of BRC and, where required, prior approval by users of the Property.

b. Improvements and Signage. The University may construct and install a storage building in the back of the boathouse on the Premises for additional storage, upon prior written approval from the City and BRC on the size and location of the storage building. The University also may install signage with the University name and/or logo on the Premises, upon prior written approval from the City and BRC on the size and location of such signage.



c. Schedule of Use: Unless otherwise agreed to by the City and BRC, the University is permitted to use the Premises on the following schedule:

Weekdays

5:45 – 8:00 am: Men.

3:00 – 6:00 pm: Women and Men

Saturdays

8:00 – noon: Women & Men

Sundays

8:00 – noon: Women

A schedule of regattas and intercollegiate events to be hosted at the Premises will be shared by the University with the City and BRC at the start of each season for their review and approval.

2. Fee. In exchange for the License, University shall pay to BRC a monthly fee of \$3,333.33 (“Fee”), commencing July 1, 2022. The Fee shall be due within thirty (30) days of the date of the invoice from City.

3. Term. The Term of this Agreement shall commence on July 1, 2022 and continue until June 30, 2027. The University shall have the option to renew the Agreement for two 5-year terms (“Option Term”) upon written notice from the University to the City and BRC not less than 90 days prior to the end of the then current Term or Option Term. The University shall immediately cease use of and vacate the Property on or prior to termination of this Agreement.

4. Conditions of License.

a. Compliance with Laws and Policies. University shall comply with all applicable laws, statutes, regulations, codes, rules, and ordinances, including, without limitation, those concerning health and safety, and University further agrees to comply with all applicable City policies, procedures, regulations, guidelines, and directives, whether now in effect or hereafter adopted, the terms of which are hereby incorporated by reference. University shall ensure that all of its employees, independent contractors, volunteers and participants (collectively “University Individuals”), comply with the foregoing and with terms of this Agreement.

b. Use Guidelines.

- i. Unless otherwise approved in writing by City, no alcoholic beverages may be served or consumed on the Premises.
- ii. University agrees to provide an on-site designated manager or supervisor who will be on the Premises at all times during the use of the Premises.
- iii. Communications in any form (including but not limited to signs, flyers,

programs, public address announcements) identifying or promoting third parties, such as sponsors, must be approved in advance by the City and BRC.

c. Use and Condition of Premises. University agrees to use the Premises in a clean, safe, orderly, and sanitary manner, and to not commit any waste or misuse thereof. University agrees that it will not, except as otherwise set forth in this Agreement, under any circumstances, make any alterations, additions, or changes of any kind to the Premises. University agrees to surrender the Premises broom-clean, and in the same good order and condition as of the commencement of the Term of this Agreement, ordinary wear and tear excepted.

UNIVERSITY ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO INSPECT AND ACCEPTS THE PREMISES IN ITS "AS IS" CONDITION, AND THAT CITY SHALL HAVE NO OBLIGATION WHATSOEVER TO MAKE ANY IMPROVEMENTS THEREON.

University agrees that the License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record. University further acknowledges that City shall have the right to enter the Premises at any time without notice for any reason.

d. Operations. University, at University's sole cost and expense, shall keep the Premises secure and safe for all University Individuals. University agrees that all University Individuals shall be under the direct and complete supervision and control of the University.

e. Personal Property. The City and BRC specifically disclaim, and University hereby releases the City, from any liability or responsibility for any loss of or damage to University's or University Individual's equipment, supplies and other personal property, including without limitation, loss or damage due to theft or vandalism, while such equipment, supplies or property are located on the Premises. University further acknowledges that City shall have the right to enter the Licensed Premises at any time without notice for any reason.

f. Damage to Licensed Premises. University agrees that it shall be responsible for any and all damages to the Premises, and any buildings or structures thereon or adjacent thereto, caused by University or University Individuals. City will prepare a reasonably detailed invoice setting forth the damages, and University agrees to reimburse the City for such damages within thirty (30) days of receipt.

g. No Interference. University shall not interfere with the normal operation and activities of the City, the BRC or other users of the Premises.

5. Termination. If University breaches any provision of this Agreement and such breach is not cured within fourteen (14) days of the date of written notice of the breach to University, City may terminate this Agreement; provided that, City may terminate this Agreement immediately, without the provision of a cure period, for the following reasons: (a) if City determines that the breach poses a threat to the health and safety of an individual; (b) if University violates any law

or regulation or City policy, procedure, code, or ordinance; or (c) if University fails to carry any insurance coverage required hereunder. The University may terminate this Agreement at any time upon fourteen (14) days prior written notice to the City.

6. Release & Limitation of Liability.

a. Release. University hereby releases and forever discharges City and each of its Representatives, including the BRC, from any and all Claims arising out of or relating to any loss, damage, death or injury that may be sustained by University or University Individuals while in, on or upon the Premises.

b. Limitation of Liability. In no event shall City or BRC be liable to University for any indirect, consequential, or punitive damages arising from, in connection with, or relating to this Agreement under any theory of recovery, at law or in equity, even if City or BRC has been advised, knew or should have known of the possibility of such damages.

7. Insurance. University agrees to procure and maintain in full force and effect during the Term hereof insurance coverage for use of the Premises as follows:

a. Commercial General Liability Insurance, including contractual liability, personal injury and property damage, at limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate.

b. University agrees to name City and BRC as an Additional Insured on each of the policies above. Should any of the policies above be altered or canceled before the expiration date thereof, University shall provide thirty (30) days prior written notice to City. Prior to the commencement of the License, University agrees to provide City with certificates evidencing the required insurance coverage for the duration of the term hereof, which must be satisfactory to City in its sole discretion, and further agrees to promptly provide City with copies of all insurance policy contracts on request.

8. Miscellaneous.

a. Entire Agreement; Amendment. This Agreement and any schedules appended hereto constitute the entire agreement between the parties with regard to the subject matter hereof and supersede all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed by each party.

b. Survival. Sections 6 and 7 hereof and all other sections which by their nature or term should survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

c. Severability. The provisions of this Agreement will be considered severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability will be effective if

it materially changes the agreement contained herein.

d. Waiver. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, will not bar subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

e. Assignment. University agrees that this License is personal to the University. University may not transfer or assign the License or this Agreement, in whole or in part, without the prior written consent, which may be withheld in its sole and absolute discretion. Any attempt to transfer or assign this License or Agreement shall terminate the License and Agreement immediately.

f. Force Majeure. No liability will result to either party from delay in performance or nonperformance caused by circumstances beyond the reasonable control of such party including, without limitation, acts of God, fire, war, terrorism, civil disturbance, pandemic, embargo, inclement weather, any law or governmental regulations, rules or ordinances, and the period of performance will be deemed extended to reflect such delay as agreed upon by the parties.

g. Relationship. Neither party shall be or be deemed to be employees or agents of the other, nor shall they act on behalf of the other party or enter into any contract, warranty or representation as to any matter on behalf of the other party, and nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or other relationship, or create a landlord-tenant relationship between the parties.

h. Applicable Law. The validity, construction and enforcement of this Agreement will be determined in accordance with the laws of the State of New Jersey, without reference to its conflicts of laws principles. Any action arising under, related to or in connection with this Agreement shall only be brought in courts located in the County of Atlantic, New Jersey, and each party agrees to the exclusive personal jurisdiction and venue of the courts in the State of New Jersey. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY, KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF.

i. Notices. All notices, consents and other communications hereunder may be delivered by either (i) hand-delivery to the other party at the address set forth below, (ii) deposit with an overnight courier with charges prepaid, (iii) deposit in the United States mail, first-class postage, or (iv) e-mail to the other party. All notices shall be sent to the parties at the addresses or e-mail address stated below, or at such other address as designated by one party upon notice to the other party. All notices shall be deemed to have been given either when hand-delivered or received by e-mail, one day after having been deposited with a nationwide, overnight courier delivery service or three business days following the date of mailing in the United States mail.

To the University:

Rhianon Lepree  
Director of Facilities Administration and Real Estate  
Stockton University  
101 Vera King Farris Drive  
Galloway, NJ 08205  
[Rhianon.lepre@stockton.edu](mailto:Rhianon.lepre@stockton.edu)  
609-652-4880

To City:

James C. Bennett  
City Manager, City of Brigantine  
1417 W. Brigantine Avenue  
Brigantine, NJ 08201  
(609) 266-7600

To BRC:

Frederica Papandrew  
Director, Brigantine Rowing Club  
[kaypap@aol.com](mailto:kaypap@aol.com)  
609-287-0683

Either party may, by notice given hereunder, designate further or different addresses or telephone numbers to which subsequent notices, consents and communications shall be made or delivered.

j. Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. A manually signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

k. Time of the Essence. Time is of the essence in the fulfillment of all obligations under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**STOCKTON UNIVERSITY**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF BRIGANTINE,  
IN THE COUNTY OF ATLANTIC, NEW JERSEY**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**BRIGANTINE ROWING CLUB**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY OF BRIGANTINE  
AUTHORIZING AWARD OF BID FOR ROAD MATERIALS

**WHEREAS**, the city duly advertised for and accepted sealed proposals on May 4, 2022 for Road Materials; and

**WHEREAS**, bids were received and the lowest bidder was Hanson Aggregates Pennsylvania LLC, 1101 Railroad Avenue, Newport, NJ 08345, with a base bid for I-5 Aggregate in the amount of \$22.16 per ton delivered which was determined to be the lowest responsible bid; and

**WHEREAS**, John Doring, Public Works Superintendent has reviewed the bid documentation and recommended awarding a contract to Hanson Aggregates Pennsylvania LLC.; and

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Brigantine authorizes award of contract to Hanson Aggregates Pennsylvania LLC BMC, Inc.

**BE IT FURTHER RESOLVED** that Roxanne Tosto, Chief Financial Officer of the City of Brigantine, does hereby certify that there are adequate funds available in the Public Works operating accounts # 2-09-55-502-268 and 2-01-26-290-268. Estimated expenditures for 2022 should not exceed \$40,000.00 excluding any emergent conditions.

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 18<sup>th</sup> day of May 2022.

CITY OF BRIGANTINE

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

\_\_\_\_\_  
Roxanne Tosto  
Chief Financial Officer

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

## RESOLUTION

### ***THE COUNCIL OF THE CITY OF BRIGANTINE RESOLVES THAT:***

*WHEREAS*, the City of Brigantine has, pursuant to various ordinances, a set fee schedule for the collection of rental inspections fees; and

*WHEREAS*, it appears from the record that ***George J Gotthold, Jr, 385 Chestnut Drive, Manahawkin, NJ 08050***, owner of the property located at ***330 42<sup>nd</sup> Street South D-48, (Block 3504 Lot8.48/C0D48)***, has overpaid for rental registration in the amount of ***\$150.00 (One Hundred Fifty Dollars)***, resulting in an overpayment.

### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BRIGANTINE THAT:**

- 1) The City Financial Officers are hereby directed to refund the sum of ***\$150.00 (One Hundred Fifty Dollars)*** to the above mentioned property owner.
- 2) This resolution shall take effect immediately.

This is to certify that the above is a true and lawful copy of a resolution adopted by the city council of the City of Brigantine, County of Atlantic, New Jersey.  
At its meeting of \_\_\_\_\_

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***Lynn Sweeney, RMC, City Clerk***



**CITY OF BRIGANTINE  
RESOLUTION 2022-**

**THE COUNCIL OF THE CITY OF BRIGANTINE RESOLVES THAT:**

**WHEREAS**, The City of Brigantine has, pursuant to various ordinances, a set fee schedule for Brigantine licenses; and

**WHEREAS**, it appears from the records that Andre Cassara overpaid for a Plenary Retail Consumption license in the amount of \$1,050.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGANTINE:**

1. The City Financial Officers are hereby authorized to refund the sum of \$1,050.00 to Andre Cassara/Napa Red LLC, 1312 West Brigantine Avenue, Brigantine, NJ 08203.
2. This resolution shall take effect immediately.

This is to certify that the above is a true and lawful copy of a resolution adopted by the City Council of the City of Brigantine, County of Atlantic, State of New Jersey at its meeting of May 18, 2022.

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Lynn Sweeney, RMC  
City Clerk

**RESOLUTION NO.**

**2022-**

**RESOLUTION AUTHORIZING THE CITY OF  
BRIGANTINE TAX COLLECTOR TO PREPARE AND MAIL  
ESTIMATED TAX BILLS IN ACCORDANCE WITH P.L.  
1994, C73**

**WHEREAS,** THE Atlantic County Board of Taxation has been unable to certify tax rates throughout Atlantic County at this time and the City will be unable to mail the 2022/2023 Preliminary tax bills on a timely basis; and

**WHEREAS,** the City of Brigantine Tax Collector in consultation with the City of Brigantine Chief Financial Officer has computed an estimated tax levy in accordance with N.J.S.A. 54:4-66.3, and they have both signed a certification showing the tax levies for the previous year, the tax rates and the range of permitted estimated tax levies; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Brigantine, County of Atlantic, State of New Jersey, on the 4th day of May 2022 as follows:

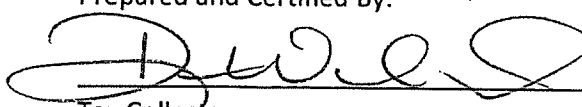
1. The City of Brigantine Tax Collector is hereby authorized and directed to prepare and issue estimated tax bills for the City for the third installment of 2022 taxes. The Tax Collector shall proceed and take such actions as are permitted and required by L. 1994, c.72 (N.J.S.A. 54:4-66.2 and 54.4-66.3).
2. The entire estimated tax levy for 2022 is hereby set at \$58,499,837.52
3. In accordance with the law the third installment of 2022 taxes shall not be subject to interest until the later of August tenth or the twenty-fifth calendar day after the date the estimated tax bills were mailed.

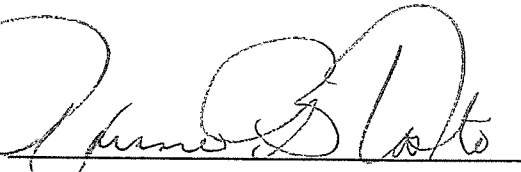
Dated May 13, 2022

City of Brigantine  
Estimated Tax Calculation 3rd Quarter 2022

	<u>2021 Actual</u>	<u>2022 Estimated</u>
<b>County</b>		
General	\$16,465,587.55	\$17,288,866.93
Library	\$1,244,359.59	\$1,306,577.57
Health	\$881,809.98	\$925,900.48
Open Space	\$174,040.79	\$182,742.83
<b>Total</b>	<b>\$18,765,797.91</b>	<b>\$19,704,087.81</b>
<b>School</b>		
Levy	\$15,838,114.00	\$15,863,114.00
Debt Service	\$938,000.00	\$938,000.00
<b>Total</b>	<b>\$16,776,114.00</b>	<b>\$16,801,114.00</b>
<b>Municipal</b>		
	<b>\$21,692,741.71</b>	<b>\$21,994,635.71</b>
<b>Total Levy</b>	<b>\$57,234,653.62</b>	<b>\$58,499,827.52</b>
<b>Assessment</b>	<b>3,322,876,700</b>	<b>3,404,663,000</b>

Prepared and Certified By:

  
Tax Collector

  
CFO

CITY OF BRIGANTINE  
RESOLUTION #2022-

VEHICLE MAINTENANCE AND REPAIRS  
FOR THE CITY FIRE DEPARTMENT

**WHEREAS**, the Fire Department has a need for service and repairs to their ambulances; and

**WHEREAS**, it is determined in the best interest of the City of Brigantine to acquire said services as needed; and

**WHEREAS**, Dennis Krause, QPA, City Purchasing Agent has determined and certified in writing that the value of these services will exceed \$17,500.00; and

**WHEREAS**, Bay Head Investments T/A VCI Emergency Vehicle has supplied these services the past eight years; and

**WHEREAS**, Paul Fuller, Fire Department Captain and Dennis Krause, QPA, City Purchasing Agent have reviewed the required maintenance schedules and recommended that Bay Head Investments T/A VCI Emergency Vehicle, 43 Jefferson Avenue, Berlin, NJ 08009 be awarded an alternative non-advertised method for service and repairs to fire apparatus as determined by the needs of the City of Brigantine; and

**WHEREAS**, Bay Head Investments T/A VCI Emergency Vehicle has completed and submitted a Business Registration Certificate (BRC) and a Business Entity Disclosure Certification which certifies that VCI Emergency Vehicle has not made any contributions to a political or candidate committee for an elected office in the City of Brigantine in the previous one-year period, and will prohibit them from making any contributions through the projected time of completion; and

**WHEREAS**, the vendor has provided information demonstrating its compliance with the provisions of N.J.S.A. 19:44A-20.5, regarding political contributions; and

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Brigantine, New Jersey that an alternative method award with Bay Head Investments T/A VCI Emergency Vehicle for service and repairs to fire apparatus. A copy of the Business Entity Certification and Determination of Value shall be on file with this resolution in the City Clerk's Office.

**BE IT FURTHER RESOLVED** that Roxanne Tosto, Chief Financial Officer of the City of Brigantine, does hereby certify that there are adequate funds available in the vehicle maintenance and repair line item 2-01-25-625-232 and Ambulance and Related Equipment line item C-04-19-009-101. Estimated expenditures for 2022 should not exceed \$43,000.00

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 18<sup>th</sup> day of May 2022

CITY OF BRIGANTINE

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

\_\_\_\_\_  
Roxanne Tosto  
Chief Financial Officer

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

RESOLUTION 2022-

A RESOLUTION DECLARING THAT AN EMERGENT CONDITION EXISTS AND  
AUTHORIZING AN AWARD OF A CONTRACT FOR EMERGENCY  
WATER MAIN REPAIR

**WHEREAS**, an emergent condition was declared for repairs to the water main located at Sheridan and MacDermott Place; and

**WHEREAS**, John Doring, Superintendent of Public Works and Matthew F. Doran, City Engineer, determined that time was of the essence in order to prevent further damage; and

**WHEREAS**, the New Jersey Public Contract Law, N.J.S.A. 40A: 11-6. permits municipalities to make required purchases without public bidding or advertising, when situations of emergency which may affect the public health, safety, or welfare have been declared and when immediate replacement/reconstruction of said article is required to rectify the emergent conditions; and

**WHEREAS**, a Purchase Order will be issued to Arthur R. Henry, Inc., 3031 Ocean Heights Avenue, Egg Harbor Twp, New Jersey 08234 in an amount of \$43,970.00; and

**NOW THEREFORE, BE IT RESOLVED** by the by the Municipal Council of the City of Brigantine, County of Atlantic and State of New Jersey that it authorizes Arthur R. Henry, Inc. to perform the work necessary to correct this emergent condition; and

**BE IT FURTHER RESOLVED** that Roxanne Tosto, Chief Financial Officer of the City of Brigantine, does hereby certify that there are adequate funds available in the Public Works Equipment Maintenance Repair Account 2-09-55-502-233.

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 18<sup>th</sup> day of May, 2022.

CITY OF BRIGANTINE

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

\_\_\_\_\_  
Roxanne Tosto  
Chief Financial Officer

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

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY OF BRIGANTINE  
AUTHORIZING AWARD OF BID FOR (60) LEASED GOLF CARTS

**WHEREAS**, the city duly advertised for and accepted sealed proposals on March 15, 2022 for (60) leased electric powered golf carts; and

**WHEREAS**, bids were received and the lowest bidder was Golf Cart Services, Inc., 4296 York Road, New Oxford, PA 17350, with a base bid in the amount of \$76,478.40 per year which was determined to be the lowest responsible bid; and

**WHEREAS**, the lease will be for Thirty-Six (36) Months with the estimated lease period beginning on or about October 2022; and

**WHEREAS**, the yearly golf cart lease agreement is to be paid from the Brigantine Golf Course operating budget as well as any seasonal or daily cart rentals; and

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Brigantine, County of Atlantic and State of New Jersey, that the bid submitted by Golf Cart Services, Inc. is hereby determined to be the lowest responsible bid and is accepted by the City subject to the execution of an Agreement, the posting of proper Performance Guarantees and insurance as required by the bid documents in forms acceptable to the Municipal Attorney; and

**BE IT FURTHER RESOLVED** that Roxanne Tosto, Chief Financial Officer of the City of Brigantine, does hereby certify that there are adequate funds available in the 2022 ACIA Contracted Services Line item 2-01-26-304-295. Funds for future calendar years are contingent upon the adoption of the Local Municipal Budgets and shall be charged to the appropriate accounts.

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 18<sup>th</sup> day of May, 2022.

CITY OF BRIGANTINE

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

\_\_\_\_\_  
Roxanne Tosto  
Chief Financial Officer

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

**CITY OF BRIGANTINE**  
**RESOLUTION 2022-**

**BE IT RESOLVED**, by the City Council of the City of Brigantine that the City Manager is herewith authorized to execute a Memorandum of Agreement with the G.W.U. Dispatcher's Union.

This is to certify that the above is a  
lawful copy of a resolution adopted by the  
City Council of the City of Brigantine,  
County of Atlantic, State of New Jersey  
at its meeting of May 18, 2022.

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Lynn Sweeney, RMC  
City Clerk



**CITY OF BRIGANTINE  
RESOLUTION 2022-**

**AUTHORIZING THE HIRING OF A FULL-TIME OFFICER FOR  
THE BRIGANTINE POLICE DEPARTMENT**

**WHEREAS**, the Code of the City of Brigantine allows for the appointment of full-time Police Officers by the municipality's governing body; and

**WHEREAS**, the Brigantine Police Department has requested that a full-time Officer be appointed.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Brigantine, County of Atlantic, State of New Jersey does hereby approve the following individual to be appointed as a full time Police Officer upon receipt of PTC certificate at completion of Academy on June 8, 2022, with a starting salary of \$43,519.00.

Paige Sofield

This is to certify that the above is a true and lawful copy of a resolution adopted by the City Council of the City of Brigantine, County of Atlantic, State of New Jersey at its meeting of May 18, 2022

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Lynn Sweeney, RMC  
City Clerk

**CITY OF BRIGANTINE  
RESOLUTION 2022-**

**AUTHORIZING THE HIRING OF A FULL-TIME OFFICER FOR  
THE BRIGANTINE POLICE DEPARTMENT**

**WHEREAS**, the Code of the City of Brigantine allows for the appointment of full-time Police Officers by the municipality's governing body; and

**WHEREAS**, the Brigantine Police Department has requested that a full-time Officer be appointed.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Brigantine, County of Atlantic, State of New Jersey does hereby approve the following individual to be appointed as a full time Police Officer upon receipt of PTC certificate at completion of Academy on June 8, 2022, with a starting salary of \$43,519.00.

Adam Cohen

This is to certify that the above is a true and lawful copy of a resolution adopted by the City Council of the City of Brigantine, County of Atlantic, State of New Jersey at its meeting of May 18, 2022

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Lynn Sweeney, RMC  
City Clerk

**CITY OF BRIGANTINE  
RESOLUTION NO. 2022-**

**BE IT RESOLVED**, by the City Council of the City of Brigantine hereby authorizes James Bennett, City Manager of the City of Brigantine to execute the agreement for professional services for Market to Affordable Housing Program and Closing Cost/Down Payment Program with Triad Associates.

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

This is to certify that the above is a true and Lawful copy of a resolution adopted by the City Council of the City of Brigantine, County of Atlantic, New Jersey at its meeting of May 18, 2022.

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Lynn Sweeney, RMC  
City Clerk