

Absent:

14. Ordinance No. 21 of 2021 – Public Hearing and Adoption – Amendment Brigantine Farmer's Market Fee Schedule

M: S: RC: MC:

15. Resolution 2021-218 Re: Waiving City's Right to Enforce Walker Deed Restriction on 2901 W. Brigantine Avenue

M: S: RC: MC:

16. Resolution 2021-219 Re: Waiving City's Right to Enforce Walker Deed Restriction on 2701 W. Brigantine Avenue

M: S: RC: MC:

17. Resolution 2021-220 Re: Designating Official Banks for 2022

M: S: RC: MC:

18. Resolution 2021-221 Re: Council Meeting Dates for 2022

M: S: RC: MC:

19. Resolution 2021-222 Re: Designating Official Newspaper

M: S: RC: MC:

20. Resolution 2021-223 Re: Authorizing the Use of Storm Reserve Fund for the Purchase of a Storm Water Pump

M: S: RC: MC:

21. Resolution 2021-224: Authorizing Contract #CM02-21 for Portable Construction and Maintenance Equipment with XYLEM Dewatering Solutions

M: S: RC: MC:

22. Resolution 2021-225: Authorizing Contract #CM02-21 for Portable Construction and Maintenance with XYLEM Dewatering Solutions

M: S: RC: MC:

23. Resolution 2021-226: Authorizing Award of Bid for Sodium Hypochlorite Solution

M: S: RC: MC:

24. Resolution 2021-227: Award of Contract – Animal Control Services

M: S: RC: MC:

25. Resolution 2021-228: Cancellation of Account Balances in the Grant Fund

M: S: RC: MC:

26. Resolution 2021-229: Transfer Resolution

M: S: RC: MC:

27. Resolution 2021-230: Cancellation of Appropriations

M: S: RC: MC:

28. Resolution 2021-231: Adoption of the Brigantine Program for Public Participation and Flood Insurance Coverage Assessment

M: S: RC: MC:

29. Resolution 2021-232: Authorizing the Award of Contract to Iaconelli Contracting for the Demolition and Removal of Existing Buildings

M: S: RC: MC:

30. Resolution 2021-233: Authorizing the Award of Contract to Charles Marandino, LLC for Various Drainage Improvements and Reconstruction of a Portion of Revere Blvd.

M: S: RC: MC:

31. Resolution 2021-234: Work Change Order – Doran Engineering – Inspection Services

M: S: RC: MC:

32. Resolution 2021-235: Work Change Order – DeBlasio and Associated – Sanitary Sewer Replacement

M: S: RC: MC:

33. Resolution 2021-236: Construction Permit Refund

M: S: RC: MC:

34. Resolution 2021-237: Acceptance of the Skate Park Pre-Construction Design Plans

M: S: RC: MC:

35. Resolution 2021-238: Leap Implementation Grant

M: S: RC: MC:

36. Consent Agenda

A. VFW Pull Tab Raffle License #948

M: S: RC: MC:

37. Council Manager/Committee Discussion:

38. Public Comments

39. Council Comments

40. 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. 19 OF 2021

BOND ORDINANCE OF THE CITY OF BRIGANTINE, IN THE COUNTY OF ATLANTIC, NEW JERSEY, PROVIDING FOR VARIOUS CAPITAL PROJECTS AT THE BRIGANTINE COMMUNITY SCHOOL AND AUTHORIZING THE ISSUANCE OF \$7,264,150 BONDS OR NOTES OF THE CITY TO FINANCE THE COST THEREOF.

RECITAL

WHEREAS, The Board of Education of the City of Brigantine in the County of Atlantic, New Jersey (the "Board of Education") has determined by resolution duly adopted on November 22, 2021, that it is necessary to raise the aggregate amount of \$7,264,150 for the capital projects described herein and has delivered a copy of the resolution to each member of the Board of School Estimate (the "Board of School Estimate"); and

WHEREAS, the Board of School Estimate has fixed and has determined by resolution duly adopted on November 29, 2021, that it is necessary to raise the aggregate amount of \$7,264,150 for the capital projects specified in the resolution of the Board of Education and has delivered a certificate to that effect to the Board of Education and to the City Council of the City of Brigantine, in the County of Atlantic, New Jersey (the "City"); and

WHEREAS, the City hereby determines to finance the capital projects to be undertaken by the issuance of school bonds or temporary notes of the City; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIGANTINE, IN THE COUNTY OF ATLANTIC, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The capital projects in the principal amount of \$7,264,150 described in Section 3 of this bond ordinance shall be undertaken by The Board of Education of the City of Brigantine, in the County of Atlantic, New Jersey pursuant to the provisions of Title 18A, Education, of the New Jersey Statutes ("Title 18A"), and specifically N.J.S.A. 18A:24-11 applicable to Type I school districts.

Section 2. In order to finance the cost of the capital projects, negotiable bonds are hereby authorized to be issued in the principal amount of \$7,264,150 pursuant to Title 18A and this bond ordinance adopted in accordance with the procedures required by N.J.S.A. 40:49-1 *et seq.* Each of the bonds shall be designated "School Bond" and shall contain a recital that it is issued pursuant to Title 18A, Education, of the New Jersey Statutes.

Section 3. The capital projects hereby authorized for which the bonds or temporary notes are to be issued is to provide for various capital projects at the Brigantine Community School, consisting of roof, interior doors, hardware and generator replacement and the relocation of the ventilator, including all work and materials necessary therefor and incidental thereto and further including all related costs and expenditures incidental thereto.

Section 4. In anticipation of the issuance of the bonds, negotiable temporary notes or loan bonds are hereby authorized to be issued pursuant to and within the limitations prescribed by N.J.S.A. 18A:24-3. The chief financial officer of the City or such other financial officer designated by resolution for this purpose (both being hereafter referred to in this section as the "chief financial officer") is hereby authorized to issue temporary notes or loan bonds of the City.

All temporary notes or loan bonds issued hereunder shall mature at such time as may be determined by the chief financial officer; provided that no temporary note or loan bond shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The temporary notes or loan bonds shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with temporary notes or loan bonds issued pursuant to this ordinance, and the chief financial officer's signature on the temporary notes or loan bonds shall be conclusive evidence as to all such determinations. All temporary notes or loan bonds issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 18A:24-3. The chief financial officer is hereby authorized to sell part or all of the temporary notes or loan bonds from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price, plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the City Council at the meeting next succeeding the date when any sale or delivery of the temporary notes or loan bonds pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the temporary notes or loan bonds sold, the price obtained and the name of the purchaser.

Section 5. The City hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purpose authorized herein is inconsistent with the

adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The capital projects described in Section 3 of this bond ordinance is not a current expense. It is an improvement that the City may lawfully undertake as a school capital project in accordance with N.J.S.A. 18A:24-5.

(b) The maximum period of maturity is 15 years for the bonds authorized for the capital project authorized herein in accordance with N.J.S.A. 18A:24-5.

(c) The Supplemental Debt Statement required by N.J.S.A. 18A:24-16 and 17 has been duly prepared and filed in the office of the City Clerk and in the office of the Secretary of the Board of Education, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The \$7,264,150 obligations authorized herein shall be included for purposes of calculating the net school debt of the school district of the City pursuant to N.J.S.A. 18A:24-19 but shall be deducted from the gross debt of the City pursuant to N.J.S.A. 40A:2-44.

Section 7. The City hereby makes the following covenants and declarations with respect to obligations determined to be issued by the Chief Financial Officer on a tax-exempt basis. The City hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the notes, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the notes. The chief financial

officer is hereby authorized to act on behalf of the City to deem the obligations authorized herein as bank qualified for the purposes of Section 265 of the Code, when appropriate. The City hereby declares the intent of the City to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the cost of the purpose described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

Section 8. Any grant moneys received for the purpose or improvement described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the City is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption or as otherwise provided by N.J.S.A. 40:49-27.

INTRODUCTION: December 1, 2021

ADOPTION:

Lynn Sweeney, RMC City Clerk

Vincent Serra, Mayor

**CITY OF BRIGANTINE
ORDINANCE NO 20 of 2021**

**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 by the City of Brigantine Police Department concerning the withdraw of a handicap parking space that is no longer needed; 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 1: Section 284-59 of the Code of the City of Brigantine shall be amended by deleting the following space as a designated handicap space within the City of Brigantine:

NAME OF STREET
MacDermott Place

LOCATION
Twenty (20) foot area
on the side street (MacDermott
Place) of the property
located at 726 Sheridan Blvd.

SECTION II: Upon adoption of this ordinance by the City Council of the City of Brigantine, the Department of Public Works and all other appropriate entities are authorized to take any and all steps to dismantle 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: December 1, 2021

ADOPTION:

VINCE SERA, MAYOR

ATTEST:

LYNN SWEENEY, RMC
CITY CLERK

CITY OF BRIGANTINE

ORDINANCE 21 OF 2021

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF BRIGANTINE AMENDING CHAPTER 210-37, ARTICLE II OF
THE CODE OF THE CITY OF BRIGANTINE
AS IT RELATES TO 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. §210-37 is hereby amended and supplemented as follows:

Brigantine Farmers Market – Fee Schedule – Vendor Participation Fees:

Growers/Produce/Agricultural Vendors

for first 10 x 10 space

If paid by April 15 of current year for \$300

Summer Markets (Memorial Day – Labor
Day)

Fall Markets per space \$25 per market

All Other Vendors for first 10 x 10 space

if paid by April 15 of current year for

Summer Markets (Memorial Day – Labor \$350

Day) and **includes** two Fall Markets

All Vendors – if paid after April 15 of \$500

current year for first 10 x 10 space

Second space 10 x 10 \$150

Third space 10 x 10 \$100

Pop up Space, per week \$35

Sponsors:

Gold \$500

Silver \$250

Friend of the Market \$100

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

CITY OF BRIGANTINE

RESOLUTION NO. - 2021

**“A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF BRIGANTINE AUTHORIZING THE ENTRY INTO
AN AGREEMENT WAIVING THE CITY’S RIGHT TO ENFORCE THE ‘WALKER
RESTRICTION’ ON BLOCK 2504, LOT 12, A/K/A 2901 W. BRIGANTINE AVENUE, IN
THE CITY OF BRIGANTINE”**

WHEREAS, on December 10, 1945, the City of Brigantine entered into an agreement with Samuel D. Walker (hereinafter “Walker”) for the transfer of various City owned real property; and

WHEREAS, pursuant to said agreement, Walker would sell said property subject to a deed restriction (the “Walker Restrictions”) which prohibited the subdivision of the same into lots with less than eighty (80) foot of frontage; and

WHEREAS, MICHAEL IACOBUCCI (the “Property Owner”) is the owner of the real property currently known as Block 2504, Lot 12, as shown on the current tax map of the City of Brigantine, said property is commonly known as 2901 W. Brigantine Avenue, (the “Subject Property”) in the City of Brigantine, County of Atlantic and State of New Jersey; and

WHEREAS, the Property Owner purchased the Subject Property subject to a Walker Restriction; and

WHEREAS, the Property Owners have received approval from the Brigantine Planning Board to subdivide the subject property conditioned upon the City’s waiver of enforcement of the Walker Restriction; and

WHEREAS, the Property Owners have requested the City of Brigantine waive any right or interest it may have to enforce said restrictions; and

WHEREAS, in consideration for agreeing to waive any right or interest it may have to enforce said restrictions the Property Owners have agreed to pay the City the sum of Twenty-five thousand dollars (\$25,000.00) and to release any and all claims of any nature against the City of Brigantine, all of which the City of Brigantine has relied upon in adopting this Resolution; and

WHEREAS, pursuant to State statute a municipality is authorized to waive, release, modify or subordinate any terms, covenants, conditions, limitations or reverts imposed in sales and conveyances of land made by said municipality after public hearing before the governing body once such proposed action has been advertised once each week for two weeks; and

WHEREAS, the required notice was published in the Press of Atlantic City on _____, 2021 and _____, 2021, a copy of the proof of publication is attached to this Resolution as Exhibit A; and

WHEREAS, prior to the adoption of this Resolution, a public hearing was held before the City Council of the City of Brigantine; and

WHEREAS, the Property Owners and the City of Brigantine desire to enter into the agreement to waive any right or interest the City of Brigantine may have to enforce the Walker Restrictions on the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Brigantine that the City Manager and the City Clerk are authorized to execute an agreement with the Property Owners to waive any right or interest the City of Brigantine may have to enforce the Walker Restrictions on the real property currently known as Block 2504, Lot 12, as shown on the current tax map of the City of Brigantine, also known as 2901 W. Brigantine Avenue, Brigantine, New Jersey. A copy of the draft agreement is attached to this Resolution as Exhibit B.

BE IT FURTHER RESOLVED that the City Manager and the City Clerk are authorized to execute and send for recording any documents to effectuate the release of said rights.

DATE: _____

LYNN SWEENEY, RMC
CITY CLERK

**AGREEMENT TO WAIVE THE RIGHT OF ENFORCEMENT ON THE WALKER
RESTRICTIONS ON LOT 12 IN BLOCK 2504 ALSO KNOWN AS 2901 W.
BRIGANTINE AVENUE**

This Agreement is made this ____ day of _____, 2021 by and between the City of Brigantine (hereinafter the “City”), a municipal corporation of the State of New Jersey with an address of 1417 West Brigantine Avenue, Brigantine, New Jersey 08203 and MICHAEL IACOBUCCI (hereinafter the “Property Owner”), 2901 W. Brigantine Avenue, Brigantine, New Jersey, 08203.

WHEREAS, on December 10, 1945, the City entered into an agreement with Samuel D. Walker (hereinafter “Walker”) for the transfer of various City owned real property; and

WHEREAS, pursuant to said agreement, Walker would sell said property subject to a deed restriction (the “Walker Restrictions”) which prohibited the subdivision of the same into lots with less than eighty (80) foot of frontage; and

WHEREAS, MICHAEL IACOBUCCI(the “Property Owner”) is the owner of the real property currently known as Lot 12 in Block 2504 as shown on the current tax map of the City of Brigantine, said property is commonly known as 2901 W. Brigantine Avenue, (the “Subject Property”) in the City of Brigantine, County of Atlantic and State of New Jersey; and

WHEREAS, the Property Owner purchased the Subject Property subject to a Walker Restriction; and

WHEREAS, the Property Owner has received approval from the Brigantine Planning Board to subdivide the Subject Property, contingent upon the City’s waiver of enforcement of the Walker Restriction; and

WHEREAS, the Property Owner has requested the City of Brigantine waive any right or interest it may have to enforce said restriction; and

WHEREAS, in consideration for agreeing to waive any right or interest it may have to enforce said restrictions the Property Owner has agreed to pay the City the sum of Twenty-Five thousand dollars (\$25,000.00) and to release any and all claims of any nature against the City of Brigantine, all of which the City of Brigantine has relied upon in adopting this Resolution; and

WHEREAS, the Property Owner and the City of Brigantine desire to enter into the agreement to waive any right or interest the City of Brigantine may have to enforce the Walker Restrictions on the Subject Property.

NOW, THEREFORE, with the parties intending to be bound by this agreement, having read and understood this agreement and acknowledging that adequate consideration has been exchanged regarding the same, they do hereby agree as follows:

1. **Recitals Incorporated:** The above recitals are incorporated into this section of the agreement as if more fully set forth at length herein.

2. **Waiver of Enforcement of Restrictions:** Pursuant to the terms and conditions as set forth in this agreement, and the memorializing Resolution, and with the understanding that there are particular and peculiar circumstances which affect this particular lot, and with the understanding that any waiver by the City Council is applicable solely to this lot, said lot being Lot 12 in Block 2504 as shown on the tax map of the City and further conditioned upon any and all consideration as set forth in this Agreement and subject to official municipal action as described herein, the City specifically waives any right or interest it may have to enforce the Walker Restrictions on Lot 12 in Block 2504. The City further agrees that once the subject property is subdivided in accordance with the Brigantine Planning Board approval, the City shall have no right to enforce the Walker Restrictions on the newly configured Lot 12 in Block 2504.

3. **Consideration:** The full consideration to be paid to the City shall be the sum of Twenty-Five thousand dollars (\$25,000.00). Said sum shall be paid in a single certified or a Title Company check made payable to the City of Brigantine and shall be returned with a fully executed copy of this agreement. The check shall be payable to the City upon the signing of this Agreement and the recording of any document with the Clerk of Atlantic County to effectuate the waiver of any right or interest the City may have to enforce the Walker Restriction on the Subject Property.

4. **Fees and Costs:** The Property Owner shall be responsible for all fees and costs associated with the execution of this agreement and any fees associated with the recording of documents with the Atlantic County Clerk's Office.

5. **Who is Bound:** All of the parties are bound by this agreement and any person claiming an interest in the property on the date the same was purchased by the Property Owner until the signing of this agreement. Also bound by this agreement is anyone who succeeds to the rights and responsibilities of the parties including, but not limited to, any heir, executor, successor, affiliated corporation or successor corporation.

6. **No Acknowledgement of Liability:** This agreement is entered into after the parties have fully reviewed and understood the same and have had the opportunity to confer with competent counsel regarding the same. This document is simply entered into to effectuate the compromise between the parties, the release between the parties and the waiver of the deed restrictions and is not to be deemed as an indication of wrongdoing by any of the parties herein.

7. **No Waiver by the City of the Right to Enforce Restrictions in the Future:** The specific understanding and agreement between the parties, which the City has materially relied upon in entering into this agreement and which is to be considered part of the consideration for this agreement, is that this agreement and the terms contained herein shall in no way be determined as a waiver and/or release by the City of its right to enforce the deed restrictions as set forth in the agreement between the City and Samuel D. Walker concerning any and all other lots and properties within the City and Samuel D. Walker. The parties understand and agree that it is specifically the intention of the City to enforce any and all such restrictions in a vigorous

manner in the future and the City reserves all rights in that respect and the signing of this agreement shall in no way be deemed a waiver of said rights or a waiver or release of said deed restrictions concerning any other lot or property. This agreement is specifically intended to affect, be relative to and touch upon only the lots in questions, said lot being Lot 12 in Block 2504 as shown on the current tax map of the City of Brigantine, said property is commonly known as 2901 W. Brigantine Avenue, Brigantine, County of Atlantic and State of New Jersey.

8. **Compliance with All Other Laws:** Nothing herein shall be interpreted as a waiver of any law, ordinance or regulation not specifically set forth herein and the owner of the property or any successor in title, must comply with any and all Federal, State, County or Municipal laws, rules, ordinances or regulations including any and all ordinances or the City of Brigantine, the Uniform Construction Code, the Municipal Land Use Ordinance of the City of Brigantine and other appropriate codes, laws, ordinances and regulations in effect within the City of Brigantine, County of Atlantic, State of New Jersey or United States of America.

9. **Limitation on City's Representations and Warranties.** Property Owner acknowledges and agrees that, except as otherwise expressly set forth in this Agreement or any other document waiving the City's ability to enforce the Walker Restriction on the Property, (I) the release and or waiver by the City of the Walker Restriction on the Property shall be on an "As Is," "Where Is," "With all Faults Basis," and (II) none of the City of Brigantine, its agents, officers and employees nor any person purporting to represent any of the foregoing, have made any representation, warranty, guaranty, promise, projection or prediction whatsoever with respect to the Subject Property to be released or any aspect or portion thereof, written or oral, express or implied, arising by operation of law or otherwise, including without limitation, any representation or warranty as to (a) the condition, quality, use, occupancy or operation of the Property or any portion thereof, (b) the compliance of the property or any portion thereof or the operation of the property with any zoning requirements, building codes or other applicable law, (c) the accuracy of any environmental reports or other information obtained by the Property Owner, or (d) the suitability of the Property for any development use or any other proposed use by the Property Owner. The Property Owner acknowledges and agrees that he is not relying on any statement made or information provided to him by the City, its agents, officers and employees or any person purporting to represent any of the foregoing, except for the representations and warranties expressly made within this Agreement.

10. **Severability:** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons, circumstances other than those as to whom it is held invalid and unenforceable shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

11. **Governing Law:** This Agreement shall be governed by the Laws of New Jersey, and, in the event litigation arises out of this Agreement, jurisdiction shall be in the State of New Jersey and venue shall be in Atlantic County.

12. Waiver: Any waiver or notice by either party under this Agreement or any breach by the other party shall not affect similar rights subsequently arising, nor operate as a waiver of subsequent breaches of the same or similar kinds, nor as a waiver of the clause or condition under which said right arose or said breach occurred.

13. Notice: Any notice provided or required hereunder shall be sufficient if sent via certified mail, return receipt requested, postage prepaid for the County, addressed to

To City: City of Brigantine
Attn: City Admin
1417 West Brigantine Avenue,
Brigantine, New Jersey 08203

To Property Owner(s): MICHAEL IAObUCCI
c/o Ralph Paul Busco, Esq.
3400 Atlantic-Brigantine Blvd., Suite 1B
Post Office Box 828
Brigantine, NJ 08203

14. Entire Agreement: This agreement is the entire agreement between the parties and supersedes any previous agreement between them whether oral or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written at the top of the first page.

ATTEST

CITY OF BRIGANTINE

BY: Vince Sera, Mayor

ATTEST

PROPERTY OWNER

BY: MICHAEL IACOBUCCI

CITY OF BRIGANTINE

RESOLUTION NO. - 2021

**“A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF BRIGANTINE AUTHORIZING THE ENTRY INTO
AN AGREEMENT WAIVING THE CITY’S RIGHT TO ENFORCE THE ‘WALKER
RESTRICTION’ ON BLOCK 2404, LOT 11, A/K/A 2701 W. BRIGANTINE AVENUE, IN
THE CITY OF BRIGANTINE”**

WHEREAS, on December 10, 1945, the City of Brigantine entered into an agreement with Samuel D. Walker (hereinafter “Walker”) for the transfer of various City owned real property; and

WHEREAS, pursuant to said agreement, Walker would sell said property subject to a deed restriction (the “Walker Restrictions”) which prohibited the subdivision of the same into lots with less than eighty (80) foot of frontage; and

WHEREAS, ALEXIS HARVEY (the “Property Owner”) is the owner of the real property currently known as Block 2404, Lot 11, as shown on the current tax map of the City of Brigantine, said property is commonly known as 2701 W. Brigantine Avenue, (the “Subject Property”) in the City of Brigantine, County of Atlantic and State of New Jersey; and

WHEREAS, the Property Owner purchased the Subject Property subject to a Walker Restriction; and

WHEREAS, the Property Owners have received approval from the Brigantine Planning Board to subdivide the subject property conditioned upon the City’s waiver of enforcement of the Walker Restriction; and

WHEREAS, the Property Owners have requested the City of Brigantine waive any right or interest it may have to enforce said restrictions; and

WHEREAS, in consideration for agreeing to waive any right or interest it may have to enforce said restrictions the Property Owners have agreed to pay the City the sum of Twenty-five thousand dollars (\$25,000.00) and to release any and all claims of any nature against the City of Brigantine, all of which the City of Brigantine has relied upon in adopting this Resolution; and

WHEREAS, pursuant to State statute a municipality is authorized to waive, release, modify or subordinate any terms, covenants, conditions, limitations or reverts imposed in sales and conveyances of land made by said municipality after public hearing before the governing body once such proposed action has been advertised once each week for two weeks; and

WHEREAS, the required notice was published in the Press of Atlantic City on _____, 2021 and _____, 2021, a copy of the proof of publication is attached to this Resolution as Exhibit A; and

WHEREAS, prior to the adoption of this Resolution, a public hearing was held before the City Council of the City of Brigantine; and

WHEREAS, the Property Owners and the City of Brigantine desire to enter into the agreement to waive any right or interest the City of Brigantine may have to enforce the Walker Restrictions on the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Brigantine that the City Manager and the City Clerk are authorized to execute an agreement with the Property Owners to waive any right or interest the City of Brigantine may have to enforce the Walker Restrictions on the real property currently known as Block 2404, Lot 11, as shown on the current tax map of the City of Brigantine, also known as 2701 W. Brigantine Avenue, Brigantine, New Jersey. A copy of the draft agreement is attached to this Resolution as Exhibit B.

BE IT FURTHER RESOLVED that the City Manager and the City Clerk are authorized to execute and send for recording any documents to effectuate the release of said rights.

DATE: _____

LYNN SWEENEY, RMC
CITY CLERK

**AGREEMENT TO WAIVE THE RIGHT OF ENFORCEMENT ON THE WALKER
RESTRICTIONS ON LOT 11 IN BLOCK 2404 ALSO KNOWN AS 2701 W.
BRIGANTINE AVENUE**

This Agreement is made this _____ day of _____, 2021 by and between the City of Brigantine (hereinafter the "City"), a municipal corporation of the State of New Jersey with an address of 1417 West Brigantine Avenue, Brigantine, New Jersey 08203 and ALEXIS HARVEY (hereinafter the "Property Owner"), 2701 W. Brigantine Avenue, Brigantine, New Jersey, 08203.

WHEREAS, on December 10, 1945, the City entered into an agreement with Samuel D. Walker (hereinafter "Walker") for the transfer of various City owned real property; and

WHEREAS, pursuant to said agreement, Walker would sell said property subject to a deed restriction (the "Walker Restrictions") which prohibited the subdivision of the same into lots with less than eighty (80) foot of frontage; and

WHEREAS, ALEXIS HARVEY (the "Property Owner") is the owner of the real property currently known as Lot 11 in Block 2404 as shown on the current tax map of the City of Brigantine, said property is commonly known as 2701 W. Brigantine Avenue, (the "Subject Property") in the City of Brigantine, County of Atlantic and State of New Jersey; and

WHEREAS, the Property Owner purchased the Subject Property subject to a Walker Restriction; and

WHEREAS, the Property Owner has received approval from the Brigantine Planning Board to subdivide the Subject Property, contingent upon the City's waiver of enforcement of the Walker Restriction; and

WHEREAS, the Property Owner has requested the City of Brigantine waive any right or interest it may have to enforce said restriction; and

WHEREAS, in consideration for agreeing to waive any right or interest it may have to enforce said restrictions the Property Owner has agreed to pay the City the sum of Twenty-Five thousand dollars (\$25,000.00) and to release any and all claims of any nature against the City of Brigantine, all of which the City of Brigantine has relied upon in adopting this Resolution; and

WHEREAS, the Property Owner and the City of Brigantine desire to enter into the agreement to waive any right or interest the City of Brigantine may have to enforce the Walker Restrictions on the Subject Property.

NOW, THEREFORE, with the parties intending to be bound by this agreement, having read and understood this agreement and acknowledging that adequate consideration has been exchanged regarding the same, they do hereby agree as follows:

1. **Recitals Incorporated:** The above recitals are incorporated into this section of the agreement as if more fully set forth at length herein.

2. **Waiver of Enforcement of Restrictions:** Pursuant to the terms and conditions as set forth in this agreement, and the memorializing Resolution, and with the understanding that there are particular and peculiar circumstances which affect this particular lot, and with the understanding that any waiver by the City Council is applicable solely to this lot, said lot being Lot 11 in Block 2404 as shown on the tax map of the City and further conditioned upon any and all consideration as set forth in this Agreement and subject to official municipal action as described herein, the City specifically waives any right or interest it may have to enforce the Walker Restrictions on Lot 11 in Block 2404. The City further agrees that once the subject property is subdivided in accordance with the Brigantine Planning Board approval, the City shall have no right to enforce the Walker Restrictions on the newly configured Lot 11 in Block 2404.

3. **Consideration:** The full consideration to be paid to the City shall be the sum of Twenty-Five thousand dollars (\$25,000.00). Said sum shall be paid in a single certified or a Title Company check made payable to the City of Brigantine and shall be returned with a fully executed copy of this agreement. The check shall be payable to the City upon the signing of this Agreement and the recording of any document with the Clerk of Atlantic County to effectuate the waiver of any right or interest the City may have to enforce the Walker Restriction on the Subject Property.

4. **Fees and Costs:** The Property Owner shall be responsible for all fees and costs associated with the execution of this agreement and any fees associated with the recording of documents with the Atlantic County Clerk's Office.

5. **Who is Bound:** All of the parties are bound by this agreement and any person claiming an interest in the property on the date the same was purchased by the Property Owner until the signing of this agreement. Also bound by this agreement is anyone who succeeds to the rights and responsibilities of the parties including, but not limited to, any heir, executor, successor, affiliated corporation or successor corporation.

6. **No Acknowledgement of Liability:** This agreement is entered into after the parties have fully reviewed and understood the same and have had the opportunity to confer with competent counsel regarding the same. This document is simply entered into to effectuate the compromise between the parties, the release between the parties and the waiver of the deed restrictions and is not to be deemed as an indication of wrongdoing by any of the parties herein.

7. **No Waiver by the City of the Right to Enforce Restrictions in the Future:** The specific understanding and agreement between the parties, which the City has materially relied upon in entering into this agreement and which is to be considered part of the consideration for this agreement, is that this agreement and the terms contained herein shall in no way be determined as a waiver and/or release by the City of its right to enforce the deed restrictions as set forth in the agreement between the City and Samuel D. Walker concerning any and all other lots and properties within the City and Samuel D. Walker. The parties understand and agree that it is specifically the intention of the City to enforce any and all such restrictions in a vigorous

manner in the future and the City reserves all rights in that respect and the signing of this agreement shall in no way be deemed a waiver of said rights or a waiver or release of said deed restrictions concerning any other lot or property. This agreement is specifically intended to affect, be relative to and touch upon only the lots in questions, said lot being Lot 11 in Block 2404 as shown on the current tax map of the City of Brigantine, said property is commonly known as 2701 W. Brigantine Avenue, Brigantine, County of Atlantic and State of New Jersey.

8. **Compliance with All Other Laws:** Nothing herein shall be interpreted as a waiver of any law, ordinance or regulation not specifically set forth herein and the owner of the property or any successor in title, must comply with any and all Federal, State, County or Municipal laws, rules, ordinances or regulations including any and all ordinances or the City of Brigantine, the Uniform Construction Code, the Municipal Land Use Ordinance of the City of Brigantine and other appropriate codes, laws, ordinances and regulations in effect within the City of Brigantine, County of Atlantic, State of New Jersey or United States of America.

9. **Limitation on City's Representations and Warranties.** Property Owner acknowledges and agrees that, except as otherwise expressly set forth in this Agreement or any other document waiving the City's ability to enforce the Walker Restriction on the Property, (I) the release and or waiver by the City of the Walker Restriction on the Property shall be on an "As Is," "Where Is," "With all Faults Basis," and (II) none of the City of Brigantine, its agents, officers and employees nor any person purporting to represent any of the foregoing, have made any representation, warranty, guaranty, promise, projection or prediction whatsoever with respect to the Subject Property to be released or any aspect or portion thereof, written or oral, express or implied, arising by operation of law or otherwise, including without limitation, any representation or warranty as to (a) the condition, quality, use, occupancy or operation of the Property or any portion thereof, (b) the compliance of the property or any portion thereof or the operation of the property with any zoning requirements, building codes or other applicable law, (c) the accuracy of any environmental reports or other information obtained by the Property Owner, or (d) the suitability of the Property for any development use or any other proposed use by the Property Owner. The Property Owner acknowledges and agrees that he is not relying on any statement made or information provided to him by the City, its agents, officers and employees or any person purporting to represent any of the foregoing, except for the representations and warranties expressly made within this Agreement.

10. **Severability:** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons, circumstances other than those as to whom it is held invalid and unenforceable shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

11. **Governing Law:** This Agreement shall be governed by the Laws of New Jersey, and, in the event litigation arises out of this Agreement, jurisdiction shall be in the State of New Jersey and venue shall be in Atlantic County.

12. **Waiver:** Any waiver or notice by either party under this Agreement or any breach by the other party shall not affect similar rights subsequently arising, nor operate as a waiver of subsequent breaches of the same or similar kinds, nor as a waiver of the clause or condition under which said right arose or said breach occurred.

13. **Notice:** Any notice provided or required hereunder shall be sufficient if sent via certified mail, return receipt requested, postage prepaid for the County, addressed to

To City: City of Brigantine
Attn: City Admin
1417 West Brigantine Avenue,
Brigantine, New Jersey 08203

To Property Owner(s): ALEXIS HARVEY
c/o Ralph Paul Busco, Esq.
3400 Atlantic-Brigantine Blvd., Suite 1B
Post Office Box 828
Brigantine, NJ 08203

14. **Entire Agreement:** This agreement is the entire agreement between the parties and supersedes any previous agreement between them whether oral or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written at the top of the first page.

ATTEST

CITY OF BRIGANTINE

BY: Vince Sera, Mayor

ATTEST

PROPERTY OWNER

BY: ALEXIS HARVEY

**CITY OF BRIGANTINE
RESOLUTION 2021-**

BE IT RESOLVED, by the City Council of the City of Brigantine, County of Atlantic, New Jersey that the State of New Jersey Cash Management Fund and any New Jersey Bank or Savings and Loan, providing evidence of participation under the Government Unit Deposit Act, be and they are hereby designated as official banks for the deposit of municipal funds of the City of Brigantine for the calendar year 2022.

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 December 15, 2021

Lynn Sweeney, RMC
City Clerk

**CITY OF BRIGANTINE
RESOLUTION 2021-**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGANTINE, COUNTY OF ATLANTIC, NEW JERSEY, THAT THE REGULAR MEETING DATES OF THE CITY COUNCIL FOR THE CITY OF BRIGANTINE FOR THE 2022 CALENDAR YEAR ARE AS FOLLOWS:

JANUARY 5, 2022	COUNCIL MEETING
JANUARY 19, 2022	COUNCIL MEETING
FEBRUARY 2, 2022	COUNCIL MEETING
FEBRUARY 16, 2022	COUNCIL MEETING
MARCH 2, 2022	COUNCIL MEETING
MARCH 16, 2022	COUNCIL MEETING
APRIL 6, 2022	COUNCIL MEETING
APRIL 20, 2022	COUNCIL MEETING
MAY 4, 2022	COUNCIL MEETING
MAY 18, 2022	COUNCIL MEETING
JUNE 1, 2022	COUNCIL MEETING
JUNE 15, 2022	COUNCIL MEETING
JULY 13, 2022	COUNCIL MEETING
AUGUST 3, 2022	COUNCIL MEETING
AUGUST 17, 2022	COUNCIL MEETING
SEPTEMBER 7, 2022	COUNCIL MEETING
SEPTEMBER 21, 2022	COUNCIL MEETING
OCTOBER 5, 2022	COUNCIL MEETING
OCTOBER 19, 2022	COUNCIL MEETING
NOVEMBER 2, 2022	COUNCIL MEETING
DECEMBER 7, 2022	COUNCIL MEETING
DECEMBER 21, 2022	COUNCIL MEETING
DECEMBER 28, 2022	SPECIAL COUNCIL MTG. -WEDNESDAY 2:00 P.M.

BE IT FURTHER RESOLVED, THAT ALL MEETINGS WILL BEGIN AT 5:00 P.M. WITH A POSSIBLE EXECUTIVE SESSION AND THEN IMMEDIATELY FOLLOWED BY THE PUBLIC PORTION UNLESS OTHERWISE NOTED.

BE IT FURTHER RESOLVED, THAT FORMAL ACTION CAN BE TAKEN AT ANY AND ALL OF THE ABOVE REFERENCED MEETINGS.

NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY.

THIS NOTICE WILL BE POSTED AND PUBLISHED IN ACCORDANCE WITH THE "OPEN PUBLIC MEETINGS LAW" P.L. 1975 C231.

Lynn Sweeney, RMC, City Clerk, City of Brigantine

**CITY OF BRIGANTINE
RESOLUTION 2021-**

THE CITY COUNCIL OF THE CITY OF BRIGANTINE RESOLVES THAT:

WHEREAS, there is a need to designate an official newspaper or official newspapers for the City of Brigantine, pursuant to law.

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

There are hereby designated as the official newspapers of the City of Brigantine, either of which newspapers may be utilized for the calendar Year 2022, and continuing until superseded by subsequent resolution of the Governing Body of the City of Brigantine:

1. The Atlantic City Press
2. The Philadelphia Inquirer
3. The Times

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 December 15, 2022.

Lynn Sweeney, RMC
City Clerk

RESOLUTION
No. 2021-

**RESOLUTION TO APPROVE THE USE OF STORM RESERVE FUND FOR THE
PURCHASE OF A STORM WATER PUMP**

WHEREAS, N.J.S.A 40A:4-62.1 permits a municipality to adopt a resolution authorizing a Storm Recovery Reserve Fund to be used for any necessary purpose related to storm recovery by the local unit;

WHEREAS, P.L. 2001, c.138 permits municipalities to lapse unexpended balance in excess of annually for storm recovery;

WHEREAS, the increase and intensity of rain storms in recent months coupled with higher abnormal tides, has put a strain on the city's emergency portable flood pumps used during these events;

WHEREAS, an emergency pump has worn out because of these events;

WHEREAS; replacing this pump becomes necessary for the safety, security, health and welfare of the community;

WHEREAS, the cost of replacement of a pump is \$88,556.14 and has not been allocated in the current year's budget;

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the City of Brigantine, County of Atlantic and State of New Jersey as follows:

1. The governing body wishes to approve the use of the Storm Recovery Reserve Fund for the purchase of emergency storm water pump that are necessary to protect the safety, security, health, and welfare, of its citizens from the damage caused by rain and tidal flooding, and
2. The city does not expect to recover the cost of failing pumps;
3. The municipal clerk of the City of Brigantine is hereby directed to forward a copy of this resolution to the Director of Division of Local Government Services.

This is to certify that the above is true and a correct
Copy of the resolution passed by the City Council of
the City of Brigantine, County of Atlantic, State of
New Jersey at their meeting held on
December 1, 2021

Lynn Sweeney, RMC
City Clerk

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY OF BRIGANTINE
AUTHORIZING PARTICIPATION IN THE HOUSTON – GALVESTON AREA COUNCIL OF GOVERNMENTS
NATIONAL COOPERATIVE PURCHASING PROGRAM (HGAC-BUY) FOR CONTRACT #CM02-21,
PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT WITH XYLEM DEWATERING
SOLUTIONS

WHEREAS, the City of Brigantine is allowed to participate in national purchasing cooperatives per N.J.S.A. 52:34-6.2 (b), c.139; and

WHEREAS, the Houston-Galveston Area Council of Governments National Cooperative Purchasing Program (HGAC-Buy) has acted as lead agency and awarded Contract #CM02-21, Portable Construction and Maintenance Equipment; and

WHEREAS, John W. Doring Jr., Superintendent of Public Works and Dennis Krause, QPA, Purchasing Agent have reviewed the contract from HGAC-Buy and determined that the purchase of (1) Godwin Model CD100S, four-inch Dri-Prime Pumpset through national contract pricing is the functional economic solution for the City's Public Works Department; and

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Brigantine, County of Atlantic and State of New Jersey authorizes the Purchase Agent to purchase said pump as a backup for emergencies through the Xylem Dewatering Solutions contract and its authorized vendors, in accordance with the HGAC-Buy, Contract #CM02-21; and

BE IT FURTHER RESOLVED that the funds necessary to pay this contract shall be appropriated from the Utility Equipment and Maintenance Account: 1-09-55-502-233 in the amount of \$49,116.03

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 15th day of December, 2021.

CITY OF BRIGANTINE

Lynn Sweeney, RMC
City Clerk

Roxanne Tosto
Chief Financial Officer

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

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY OF BRIGANTINE
AUTHORIZING PARTICIPATION IN THE HOUSTON – GALVESTON AREA COUNCIL OF GOVERNMENTS
NATIONAL COOPERATIVE PURCHASING PROGRAM (HGAC-BUY) FOR CONTRACT #CM02-21,
PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT WITH XYLEM DEWATERING
SOLUTIONS

WHEREAS, the City of Brigantine is allowed to participate in national purchasing cooperatives per N.J.S.A. 52:34-6.2 (b), c.139; and

WHEREAS, the Houston-Galveston Area Council of Governments National Cooperative Purchasing Program (HGAC-Buy) has acted as lead agency and awarded Contract #CM02-21, Portable Construction and Maintenance Equipment; and

WHEREAS, John W. Doring Jr., Superintendent of Public Works and Dennis Krause, QPA, Purchasing Agent have reviewed the contract from HGAC-Buy and determined that the purchase of (1) Godwin Model CD225M, eight-inch Diesel Pump through national contract pricing is the functional economic solution for the City's Public Works Department; and

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Brigantine, County of Atlantic and State of New Jersey authorizes the Purchase Agent to purchase said equipment as an emergency storm pump through the Xylem Dewatering Solutions contract and its authorized vendors, in accordance with the HGAC-Buy, Contract #CM02-21; and

BE IT FURTHER RESOLVED that the funds necessary to pay this contract shall be appropriated from the Storm Reserve Account: T-03-09-360-102 in the amount of \$88,506.14

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 15th day of December, 2021.

CITY OF BRIGANTINE

Lynn Sweeney, RMC
City Clerk

Roxanne Tosto
Chief Financial Officer

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

RESOLUTION NO.

A RESOLUTION OF THE CITY OF BRIGANTINE
AUTHORIZING AWARD OF BID FOR SODIUM HYPOCHLORITE SOLUTION

WHEREAS, the City duly advertised for and accepted sealed bids on August 13, 2020 for Sodium Hypochlorite Solution for the City's pumping stations; and

WHEREAS, the term of the contract is for twelve (12) months and the specifications provide that the City can exercise (2) one-year extensions; and

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Brigantine authorizes the first option year contract extension to Miracle Chemical Company based on their low bid.

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 2021 Utility Fund for Chemicals #1-09-55-502-219. Estimated expenditures for 2021 should not exceed \$70,000.00. Funds for future calendar years are contingent upon the adoption of the Local Municipal Budgets and shall be charged to the appropriate accounts when purchase orders are issued.

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 15th day of December, 2021.

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 #

ANIMAL CONTROL SERVICES

WHEREAS, the city has a need for animal control services; and

WHEREAS, it is determined in the best interest of the City of Brigantine to acquire said services; 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, John W. Doring Jr., Superintendent of Public Works and Dennis Krause, QPA, City Purchasing Agent have reviewed the needs of the city and recommend that Animal control of South Jersey, PO Box 663, Egg Harbor City, NJ 08215 be given an alternative non-advertised method of award for animal control services as determined by the needs of the City of Brigantine; and

WHEREAS, Animal control of South Jersey has completed and submitted a Business Registration Certificate (BRC), a Business Entity Disclosure Certification which certifies that Animal control of South Jersey 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 Animal control of South Jersey for animal control services. 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 Public Works Current Fund Accounts #1-01-27-340-299. Estimated expenditures for 2021 should not exceed \$18,500.00.

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 15th day of December 2021

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 NO.
2021-**

WHEREAS, the Chief Financial Officer is authorized to cancel account balances in the Grant Fund for programs that have expired and the balances cannot be utilized; and

WHEREAS, these funds represent grant appropriations and receivables on the ledgers of the City of Brigantine which represent balances of projects that have expired and no additional funding requests can be made.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brigantine that the Chief Financial Officer is hereby authorized to cancel the following account balances that can no longer be utilized:

Grant Program Name	Receivable	Appropriated Reserves
UDriveUTextUPay	\$ 720.00	\$ 720.00
Drive Sober Get Pulled Over	960.00	960.00
Cops in Shops	880.00	880.00
Total	\$ 2,560.00	\$ 2,560.00

BE IT FURTHER RESOLVED, this Resolution shall take effect immediately.

Resolution 2012-227
Transfer Resolution

Resolution 2021-228

Cancellation of Appropriations

**City of Brigantine
Resolution No. 2012-__**

**Resolution to adopt the Brigantine Program for Public Participation and
Flood Insurance Coverage Assessment**

WHEREAS, The National Flood Insurance Program's (NFIP) Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum National Flood Insurance Program requirements, and

WHEREAS, by participating in the CRS program City property owners will receive a discount on their flood insurance premiums to reflect the reduced flood risks resulting from community actions; and

WHEREAS, the CRS provides credit for a full range of public information activities that inform people about flooding and ways to address potential flood damage to their property, including map information, outreach projects, real estate disclosure, libraries, websites, and providing technical advice and assistance; and

WHEREAS, research shows that when public information efforts are planned and coordinated, people will take steps to protect themselves from flood damage; and

WHEREAS, the City has organized a Program for Floodplain Management Committee which serves as the Public Information Committee; and

WHEREAS, a Program for Public Information and Flood Insurance Coverage Assessment has been developed and it has been posted on the City's website for public review; and

WHEREAS, the adoption of the document is a required activity of the City for its Community Rating System participation.

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

- 1.) The City Council formally adopts the City of Brigantine Program for Public Information and Flood Insurance Coverage Assessment.
- 2.) The City Officials are instructed to implement this plan and update it on a regular basis pursuant to the most recent Community Rating System Coordinator's Manual.

RESOLUTION NO. 2021-
THE CITY OF BRIGANTINE

A RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO
IACONELLI CONTRACTING INC. FOR THE DEMOLITION AND REMOVAL
OF AN EXISTING BUILDINGS

WHEREAS, the city duly advertised for and accepted sealed bids on November 30, 2021 for the Demolition and Removal of Block 1201, Lot 14, 100 5th Street South and Block 6805, Lot 6, 301 Lafayette Place, Brigantine NJ 08203; and

WHEREAS, 6-bids were received and the lowest bidder was Iaconelli Contracting, Inc., 943 Mill Road, Pleasantville, NJ 08232, with a total bid in the amount of \$55,050.00 which was determined to be the lowest responsible bid; 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 Iaconelli Contracting, 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 Demolition Miscellaneous Fund # 1-01-26-301-299 in the amount of \$55,050.00.

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 15th day of December, 2021.

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. 2021-

A RESOLUTION BY THE CITY OF BRIGANTINE
AUTHORIZING THE AWARD OF CONTRACT TO CHARLES MARANDINO LLC
FOR VARIOUS DRAINAGE IMPROVEMENTS AND
RECONSTRUCTION OF A PORTION OF REVERE BLVD

WHEREAS, the City Council of the City of Brigantine authorized the acceptance of proposals on November 18, 2021 for Various Drainage Improvements and Reconstruction of a Portion of Revere Blvd.; and

WHEREAS, (4) bids were received and Charles Marandino LLC, PO Box 20, Milmay NJ 08340, with a base bid in the amount of \$1,028,730.00 which was determined to be the lowest responsible bid; 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 Charles Marandino LLC 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 NJDOT Grant Line #G-02-41-865-038 (\$250,000.00), Capital Street Improvements Line #C-04-19-012-101 (\$497,000.00) and Capital Line #C-04-19-012-201 (\$281,730.00) totaling \$1,028,730.00.

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 15th day of December, 2021

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 NO. 2021-

WHEREAS, the City of Brigantine has entered into a Contract with Doran Engineering to perform inspection services for the ongoing Natural Gas Main and Services Replacement (Resolution No. 2018-217) and amended the Contract by Resolutions No. 2019-126, and Resolution No. 2019-202;

WHEREAS, the work completed by So. Jersey Gas for the project known as "Brigantine HP – Grid 5 – Main and Services, Roosevelt Boulevard to 15th Street No., and a portion of the Golf Course", required more time than originally anticipated, and consequently, inspection services by Doran Engineering also required additional time to properly inspect the work. This particular Phase is now completed.

WHEREAS, all fees associated with the inspection services for said work are paid by South Jersey Gas Company, through escrow accounts setup with the city to be billed at the existing hourly as previously established, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Brigantine, County of Atlantic and State of New Jersey on this 15th day of December, 2021 is amended to extend the Purchase Order for Doran Engineering to inspect the work in Brigantine Grid 5 South Jersey Gas Company, as follows:

1. Brigantine HD Grid 5 – Main and Services, is hereby amended from \$65,000 to \$85,144.00, which is the final amount that was needed to properly complete the project
2. Roxanne Tosto, Chief Financial Officer of the City of Brigantine, does hereby that there will be adequate funds available in Trust account: T-03-09-280-017 before payments are made for the services preformed.
3. This resolution shall take effect immediately and be effective until completion of the work.

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 2021-
A RESOLUTION AUTHORIZING CHANGE ORDER #1 TO DECREASE THE CONTRACT FOR
SANITARY SEWER REPLACEMENT AT BAYSHORE AVENUE THROUGH THE LIGHTHOUSE
CIRCLE AND ATLANTIC BRIGANTINE BLVD FROM 34TH STREET TO 31ST STREET
IN THE AMOUNT OF \$18,994.85

WHEREAS, Mount Construction Co., Inc., was awarded the contract for Sanitary Sewer Replacement at Bayshore Avenue through the Lighthouse Circle and Atlantic Brigantine Blvd from 34th Street to 31st Street in the amount of \$829,500.00; and

WHEREAS, in accordance with the correspondence and attachments from the our City Pool Engineer, DeBlasio and Associates dated September 7, 2021, copies of which are attached hereto and made a part hereof, a Change Order #1 in the amount of \$18,994.85 has been submitted and recommended so as to decrease the total contract price to \$810,505.15; 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 decrease in the amount of \$18,994.85 to Mount Construction Co., Inc. is hereby approved and is accepted by the City in forms acceptable to the Municipal Attorney; and

BE IT FURTHER RESOLVED that Change Order #1 pertaining to the City's contract with Mount Construction Co., Inc. reflects final adjusted quantities for the project.

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 15th day of December, 2021

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 2021 –

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 Permits; and

WHEREAS, it appears from the records that Tesla Energy Operations, Inc., 1001 Lower Landing Rd., Ste 601, Blackwood, New Jersey 08012, applied for a construction permit #2020-440, Block 2803, Lot 18, 316 33RD Street So., Brigantine, New Jersey; and

WHEREAS, it appears from the record that Tesla Energy Operations, Inc. withdrew the construction permit and is entitled to a refund of \$565.00 (Five hundred and Sixty-five Dollars); and

WHEREAS, pursuant to Section 5:23-2.26 & 2.27 of the Uniform Construction Code adopted by the State of New Jersey, Tesla Energy Operations, Inc. is entitled to a refund of \$565.00 (Five hundred and Sixty-five Dollars).

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

1. The City Financial Officers are hereby directed to refund the sum of \$565.00 to Tesla Energy Operations, Inc.
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 _____

LYNN SWEENEY, RMC, CITY CLERK

**CITY OF BRIGANTINE
RESOLUTION 2021-**

**A RESOLUTION ACCEPTING THE SKATE PARK
PRE-CONSTRUCTION DESIGN PLANS**

WHEREAS, the City of Brigantine intends to reconstruct the skate park which is located at the 42nd Street South Recreation Complex, and

WHEREAS, the Atlantic County Municipal Joint Insurance Fund requires its members to accept pre-construction design plans, and

WHEREAS, the City has received engineering plans from a qualified engineer, and

WHEREAS, the engineering plans have been reviewed and deemed acceptable and in accordance with the NJMEL Coverage Bulletin 21-06/Skateboard Facilities Guidelines and Coverage Requirements.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Brigantine, hereby accepts the skate park facility pre-construction design plans.

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 December 15, 2021.

Lynn Sweeney, RMC
City Clerk

**CITY OF BRIGANTINE
RESOLUTION 2021-
PARTICIPANT'S RESOLUTION
LEAP IMPLEMENTATION GRANT**

WHEREAS, the State of New Jersey has appropriated \$10 million for Shared Services and School District Consolidation Study and Implementation Grants to assist local units with the study, development, and implementation of new shared and regional services; and

WHEREAS, the Department of Community Affairs, Division of Local Government Services (DLGS) is tasked with administering these grant funds through the Local Efficiency Achievement Program (LEAP); and

WHEREAS, LEAP Implementation Grants exist to support costs associated with shared service implementation to ensure that meaningful, efficiency generating initiatives are not hindered by short term transitional expenses; and

WHEREAS, the (Atlantic County Government) propose to enter into a shared services agreement, but face certain expenses associated with implementation that present a burden to the local units; and

WHEREAS, the purpose of this shared services agreement is to (purchase three (3) trailer mounted attenuators (TMA) and three (3) arrow boards to make available on an as needed basis to all Atlantic County municipalities at no cost through a shared service agreement, which will benefit the residents of all participating local units; and

WHEREAS, the (Atlantic County Government) has agreed to be the lead agency in this program and will submit the application to DLGS on behalf of all participating units; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Brigantine, that the City of Brigantine does hereby join with (Atlantic County Government) in applying for a LEAP Implementation Grant in the amount of \$65,202.50 to support implementation of this shared service.

CERTIFICATION

I, Lynn Sweeney, City Clerk of the City of Brigantine in the County of Atlantic, and the State of New Jersey do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the City of Brigantine at its meeting of December 15th, 2021

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Events

Events



DEC
23

Good Tidings Jingle Mingle

Public · Hosted by **Jessica Lynn Sciarello**, Tom Jones and 2 others

Thursday, December 23, 2021 at 11:00 AM – 3:00 PM EST

5th St N, Brigantine, NJ 08203, United States

Show Map

Details

MISSION CAFÉ brings you:

Good Tidings Jingle Mingle on the Beach! 🏠🍰🍪🍷🎄🐱

Join Tom Jones to create a Christmas Sand Castle and share some holiday joy on our beautiful island!

Please arrive promptly at 11 to take full advantage of the experience! We need to build the castle! Bring any type of decorations you choose!

Special guest Carter Doorley will be catching some Christmas waves!! 🏄🏻‍♀️🐱🍷

Briggy the Fox will be there!!! 🐱🐱🍷🍷

Hang an ornament on our tree!!! 🎄 🍷

Hope to see you there!! 🏠🎄🍷🍷🍷🍷

*Beach blankets provided, first come first sit! Come join the fun!

See Less

Hosted by



Jessica Lynn Sciarello



Tom Jones



Brigantine Community Page

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46 guests



Atlantic City Winter Wonderla...
Tomorrow EST at "Pop" Lloyd B...
87 guests



Frosty Paws
Tomorrow EST at 169 S Cologn...
347 guests



Boogie Winter Wonderland
Sat, Dec 18 EST at Tropicana A...
74 guests

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