

Present:
Absent:

**AGENDA
CITY OF BRIGANTINE
COUNCIL MEETING
FEBRUARY 15, 2023
5:00 P.M. – Public Portion**

1. Flag Salute
2. Opening Prayer
3. Open Public Meetings Act Announcement
4. Swearing In of Police Officers: Fernando Garcia-Ibarra, Benjamin Springer, Michael Waszen
5. Resolution 2023-34 Re: Executive Session _____ P.M.
Topics to be Discussed:

M: S: RC: MC:
6. Return from Executive Session _____ P.M.
7. Approval of 2/1/23 Council and Executive Session Minutes

M: S: RC: MC:
8. Approval of Payroll, Requisition List and Operating Expenses

M: S: RC: MC:
9. Public Comment on Agenda Items Only
10. Ordinance No. 3 of 2023 – Introduction
Amendment to Fee Ordinance

M: S: RC: MC:
11. Resolution 2023-35 Re: Authorizing Signing of Municipally Sponsored Affordable
Housing Agreement

M: S: RC: MC:
12. Resolution 2023-36 Re: Appointing Edward P. Stinson as Community Rating
System Program Coordinator for 2023

M: S: RC: MC:

13. Resolution 2023-37 Re: Authorizing Award of Contract for Emergency Repairs to Generator

M: S: RC: MC:

14. Resolution 2023-38 Re: Authorizing Award of Contract for Design and Construction Management Services

M: S: RC: MC:

15. Resolution 2023-39 Re: Authorizing Change Order #1 to the Contract Between the City of Brigantine and C. Abbonizio Contractors for the New Storm Water Pump Station Located at 12th Street North and East Evans Blvd.

M: S: RC: MC:

: RC: MC:

16. Resolution 2023-40 Re: Authorizing Award of Contract for Repair and Replacement of the Drive Up Window and Deal Drawer to Diebold Incorporated

M: S: RC: MC:

17. Resolution of 2023-41 Re: Cancellation of Outstanding Checks

M: S: RC: MC:

18. Resolution 2023-42 Re: Cancellation of Outstanding Checks

M: S: RC: MC:

19. Resolution 2023-43 Re: Reject and Rebid Food and Beverage Concession for Brigantine Gold Links

M: S: RC: MC:

20. Consent Agenda

A. Brigantine Elks Raffle License 3993

B. Riptide Spring Fishing Derby Request

C. St. Andrew by the Sea Lutheran Church Beach Services Request

D. Brigantine Baseball and Softball Association and Chamber of Commerce Opening Ceremony and Easter Egg Hunt Request

M: S: RC: MC:

21. Council Manager/Committee Discussion:
22. Public Comments
23. Council Comments
24. 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.

ORDINANCE NO. ____ OF 2023

AN ORDINANCE AMENDING CHAPTER 210-37, ARTICLE II OF THE CODE OF THE CITY OF BRIGANTINE
PORTION 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 of Brigantine is desirous of updating its fees schedule so that said fees are clearly stated in a way that will be more understandable to the general public; and

Whereas, the City Council of the City of Brigantine is desirous of amending said fee schedule.

Now, Therefore, be it ordained by the City of Council of the City of Brigantine in the County of Atlantic, State of New Jersey as follows:

SECTION I: Section 210-37 of the Code of the City of Brigantine shall be amended to read as follows:

Section T: Item 8

| | |
|--|----------------------------|
| Tennis Court and Pickleball Rental Ages 13 and up | \$100.00 season pass |
| Tennis Court and Pickleball Rental Ages 12 and under | \$60.00 season pass |
| Tennis Court Rental | \$8.00 per hour per court |
| Tennis Court and Rental Age 60 and over | \$6.00 per hour per court |
| Pickleball Rental AM sessions | \$7.00 per hour per person |
| Pickleball Rental PM sessions | \$2.00 per hour per person |

CITY OF BRIGANTINE

RESOLUTION NO. 2023-

**RESOLUTION AUTHORIZING EXECUTION OF MUNICIPALLY SPONSORED
AFFORDABLE HOUSING AGREEMENT WITH VOLUNTEERS OF AMERICA-
DELAWARE VALLEY TO PROVIDE AFFORDABLE UNITS PURSUANT TO
SETTLEMENT OF THIRD ROUND MOUNT LAUREL LITIGATION**

WHEREAS, the City of Brigantine was a declaratory judgment petitioner in Third Round voluntary compliance Mount Laurel proceedings encaptioned In the Matter of the Application of the City of Brigantine, Docket No. ATL-L-1504-15 (Mount Laurel); and

WHEREAS, the City has agreed upon its Third Round fair share number and unmet need and compliance techniques that will be used to address the number with Fair Share Housing Center ("FSHC") which is a Supreme Court recognized interested party in all Mount Laurel proceedings pending in the State; and

WHEREAS, pursuant to the Mount Laurel Doctrine as expressed in Southern Burl. Co. NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II"), the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (the "**FHA**") and applicable regulations promulgated by the Council on Affordable Housing ("**COAH**") pursuant to the FHA (the "**COAH Regulations**"), Brigantine has a constitutional obligation to provide its fair share of the region's need for affordable housing ("**Mount Laurel Obligation**"); and

WHEREAS, pursuant to the terms of the Settlement Agreement, Brigantine and FSHC have agreed that Brigantine will enter into an Agreement with Volunteers of America- Delaware Valley ("**VOADV**") to provide five (5) apartments/ units which will have either one or two bedrooms for veterans and their families; and

WHEREAS, pursuant to its Third Round Settlement of its Affordable Housing obligations, Brigantine and Volunteers of America Delaware valley (“VOADV”) entered into an Agreement dated November 7, 2018 where VOADV is to provide five (5) apartments/ residential units which will have either one or two bedrooms for veterans and their families (each such apartment, a “Unit” and collectively, the “Units”) (“the Project”); and

WHEREAS, the Property was formerly the site of the “Civic Center” and pursuant to Ordinance No. 10 of 2018, the City Council adopted a Redevelopment Plan, prepared by Rutala Associates, LLC, dated April 25, 2018; and

WHEREAS, pursuant to Ordinance No. 4 of 2020, the City Council adopted an Amended Redevelopment Plan, prepared by Rutala Associates, LLC, dated March 3, 2020, which in part enables a private developer to acquire the site and construct up to six units of residential housing; and

WHEREAS, the Property is currently vacant, the building has been demolished; and

WHEREAS, the Property is suitable for VOADV’s Project; and

WHEREAS, to ensure that the units contemplated by this Agreement generate affordable housing credits to the Township’s Third Round (1999-2025) affordable housing obligations, the homes shall be developed in accordance with the COAH Prior Round regulations, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. (“UHAC”) and all other applicable law; and

WHEREAS, the City and VOADV Property, Inc. are entering into this Municipally Sponsored Affordable Housing Agreement to further the purposes of the Agreement dated November 7, 2018; and

WHEREAS, the purpose of this Resolution is to authorize the execution of the Municipally Sponsored Affordable Housing Agreement with VOADV Property, Inc.; and

WHEREAS, pursuant to the Fair Housing Act, N.J.S.A. 52:27D-325, the authorization of the private sale of property by a municipality may be made by resolution of the governing body,

where the conveyance is to a nonprofit entity and contains a contractual guarantee that the housing unit will remain available to low and moderate income households for a period of at least 30 years; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brigantine that the Municipally Sponsored Affordable Housing Agreement with VOADV Property, Inc. in a form substantially similar to the form attached hereto is hereby approved and that the Mayor and City Clerk are authorized to execute same on the City's behalf.

Adopted:

CERTIFICATION

I, Lynn Sweeney, City Clerk of the City of Brigantine, do hereby certify that the above Resolution was considered and adopted by the City Council of the City of Brigantine at a regularly advertised meeting held on February 15, 2023.

Lynn Sweeney, RMC, City Clerk

[SEAL]

4834-4831-6793, v. 1

MUNICIPALLY SPONSORED AFFORDABLE HOUSING AGREEMENT

This Municipally Sponsored Affordable Housing Agreement (“Agreement”) made as of _____, 2023 (the “Effective Date”) between **VOADV Property, Inc.**, a New Jersey not for profit corporation, with a business address of 531 Market Street, Camden, NJ 08102, or its assignee (the “Affordable Housing Developer” “or “VOADV” or “Buyer”); and (ii) **THE CITY OF BRIGANTINE**, a New Jersey municipal corporation with a principal address of 1417 West Brigantine Avenue, Brigantine, NJ 08203 (“Brigantine” or “Seller” or “City”) for the sale of property at Block 2901, Lot 5 on the Tax Map of the City of Brigantine commonly known as 100 31st Street in Brigantine, New Jersey (the “Property”). The Affordable Housing Developer and Brigantine are sometimes referred to herein individually as “Party” or collectively as the “Parties.”

WHEREAS, pursuant to the Mount Laurel Doctrine as expressed in Southern Burl. Co. NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (the “FHA”) and applicable regulations promulgated by the Council on Affordable Housing (“COAH”) pursuant to the FHA (the “COAH Regulations”), Brigantine has a constitutional obligation to provide its fair share of the region’s need for affordable housing (“**Mount Laurel Obligation**”); and

WHEREAS, pursuant to its Third Round Settlement of its Affordable Housing obligations, Brigantine and VOADV entered into an Agreement dated November 7, 2018 where VOADV is to provide five (5) apartments/ residential units which will have either one or two bedrooms for veterans and their families (each such apartment, a “Unit” and collectively, the “Units”) (“the Project”);

WHEREAS, the Property was formerly the site of the “Civic Center” and pursuant to Ordinance No. 10 of 2018, the City Council adopted a Redevelopment Plan, prepared by Rutala Associates, LLC, dated April 25, 2018.

WHEREAS, pursuant to Ordinance No. 4 of 2020, the City Council adopted an Amended Redevelopment Plan, prepared by Rutala Associates, LLC, dated March 3, 2020, which in part enables a private developer to acquire the site and construct up to six units of residential housing;

WHEREAS, the Property is currently vacant, the building has been demolished and, to the best of Seller's actual knowledge, all environmental remediation has occurred;

WHEREAS, the Property is suitable for VOADV's Project;

WHEREAS, to ensure that the units contemplated by this Agreement generate affordable housing credits to the Township's Third Round (1999-2025) affordable housing obligations, the homes shall be developed in accordance with the COAH Prior Round regulations, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") and all other applicable law; and

WHEREAS, the City and VOADV are entering into this Agreement to further the purposes of the Agreement dated November 7, 2018.

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms and conditions provided herein, VOADV and Brigantine agree in principle as follows:

1. The City agrees to sell and VOADV agrees to purchase the Property for the sum of \$350,000.00 (the "Purchase Price"), payable at Closing. Upon execution and delivery of this Agreement, Buyer shall deposit with the Title Company, as defined below, (the "Escrow Agent"), the sum of Five Thousand Dollars (\$5,000.00) (the "Deposit"). The Deposit shall be held by the Escrow Agent, as escrowee, in a federally insured, non-interest-bearing account and shall be applied to the Purchase Price at Closing.

2. The sale and purchase price is conditioned upon the following:

- a. VOADV will utilize the property for construction of the Project for with a preference for veterans meeting low and moderate income guidelines established by New Jersey Uniform Housing Affordability Controls, all as set forth in the November 7, 2018 Agreement with the City;
- b. The Buyer forming an urban renewal entity in compliance with the laws of the State of New Jersey and subsequent City approval of the urban renewal entity as the Redeveloper of the Project;
- c. The City's revised affordable housing spending plan is approved by the Court and Fair Share Housing Center (see section 7);

- d. Sixty days (60) due diligence period for VOADV to assess all aspects of the Property to determine its suitability for the Project (see section 5);
- e. VOADV securing final and unappealable governmental approvals from all required federal, state, county and local agencies having jurisdiction over the Project as set forth in Section 6 of this Agreement;
- f. The Financing Contingency contained in Section 8 of this Agreement;
- g. The City entering into a Financial Agreement for Payment in Lieu of Taxes with VOADV upon terms mutually agreeable to the parties;
- h. The City shall commit, by resolution, Eight Hundred Fifty Thousand Dollars (\$850,000.00) from the City's Affordable Housing Trust Fund for the construction and soft costs associated with the Project (See section 9);
- i. Title closing not more than 10 days following fulfillment of each of the foregoing requirements.

3. **Violation and Default.** In the event that any Party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless the Party (or Parties) for whose benefit such obligation was intended waive such obligation in writing, such failure to perform shall constitute an event of default under this Agreement. Upon any such even of default, the non-defaulting Party shall have available any and all rights and remedies that may be provided in law or in equity. Upon a substantial default by the Buyer, the Deposit shall become non-refundable to Seller as liquidated damages representing not a penalty but what Buyer and Seller agree is a reasonably correct calculation of Seller's damages and expenses as a result of Buyer's material default, except any substantial default occurring as a direct result of the gross negligence and/or willful misconduct of Buyer.

4. **Notices.**

a. **Third-Party Actions.** The Parties and their respective counsel agree to immediately provide each other with notice of any lawsuits, actions, governmental proceedings or administrative proceedings, threatened or pending, which could have a material adverse impact on this Agreement, the Property or the Project.

b. **Notice by and Among the Parties.** All notices required under this Agreement shall be in writing and shall be given by e-mail and Fedex, UPS or a similarly recognized receipted overnight delivery service. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications or receipts used, and all times for performance based upon such notices shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows or to any successor designated by the respective recipient:

To AFFORDABLE HOUSING DEVELOPER:

Owen McCabe, President
VOADV
531 Market Street
Camden, NJ 08102

Keith A. Davis, Esquire
Nehmad Davis & Goldstein, P.C.
4030 Ocean Heights Avenue
Egg Harbor Township, NJ 08234
Phone: (609) 927-1177 Fax: (609) 926-921
Kdavis@ndglegal.com

To BRIGANTINE:

Lynn Sweeney, RMC
City of Brigantine Clerk
1417 West Brigantine Avenue
Brigantine, NJ 08203
Lynn@brigantinebeachnj.com

Linda A. Galella, Esquire
Parker McCay P.A.
9000 Midlantic Drive
Suite 300
Mt. Laurel, NJ 08054
lgalella@parkermccay.com

5. Due Diligence.

5.1 Time Period. Subject to the tolling provision contained in section 21(g) below, Buyer shall have a period of sixty (60) days from the Effective Date (hereinafter the "Due Diligence Period") to complete its due diligence investigation, inspections and analysis with regard to the Property. Buyer's Due Diligence Period rights are intended to be broad, including but not limited to the following:

5.1.1 Zoning /Land Use/ Feasibility. Buyer shall have the right, at Buyer's expense; a.) to investigate, make inquiry, review and investigate all governmental zoning and land use ordinances, building records, building codes and other applicable municipal, county, state and federal laws, rules and regulations; b.) to obtain zoning interpretations, seek a zoning permit, and to otherwise investigate, analyze and determine the permitted use in the zoning district in which the Property is located; c.) to review and evaluate any existing site plan approvals, decisions and resolutions that pertain to the Property; d.) determine if and what type of zoning and land use approvals may be needed for Buyer to use the Property as intended; and e.) to otherwise study and evaluate the nature and potential expense, time and feasibility of moving forward with this transaction.

5.1.2 Physical Inspection. Buyer shall have the right, at Buyer's sole cost and expense, to have all aspects of the Property, and any buildings, structures and all systems thereon physically inspected, including, but not limited to, foundation, roof, structural, wiring, electrical, plumbing, heating, air-conditioning and mechanical, topography, ecological studies, geotech investigations, soils tests, samplings, cultural studies, and other engineering tests, and termite and pest inspection.

5.1.3 Environmental Studies. Buyer shall have the right, at Buyer's expense, to have conducted a Phase I evaluation, Preliminary Assessment, and also Phase II environmental tests, including, but not limited to, such tests, sampling, borings and inspections at the Property, desired by Buyer, to determine the existence of underground fuel tanks, potential areas of environmental concerns, and to determine whether there exists any hazardous materials, waste, fuel spillage or contaminants in the soil or ground water. Nothing contained in this section or in this Agreement is intended to make Buyer a responsible party under any federal, state or local statutes, laws and regulations related to the environment

and/or hazardous materials. Buyer is not obligated to perform or pay for any clean up or remediation under this Agreement related to any environmental condition that exists or existed at the Property.

5.1.4 Access, Restoration and Indemnity. During the Due Diligence Period, and thereafter to the extent that this Agreement has not been terminated, Seller, upon not less than twenty four (24) hours written notice, will provide Buyer or its designated representatives, at reasonable times, access to the Property to conduct, at Buyer's sole cost and expense, its due diligence with respect to the Property; provided, however, that Buyer (a) shall indemnify, defend and hold Seller harmless from and against all costs, expenses, losses, claims, damages and/or liabilities arising from Buyer's inspection of the Property; (b) shall promptly repair any damage resulting from any such inspections; (c) shall fully comply with all laws, ordinances, rules and regulations in connection with such inspections; (d) shall not permit any inspections, investigations or other due diligence activities to result in any liens, judgments or other encumbrances being filed against the Property and shall, at its sole cost and expense, promptly discharge of record any such liens or encumbrances that are so filed or recorded; (e) shall not permit any borings, drillings, samplings or invasive testing to be done on or at the Property without the prior written consent of Seller; (f) shall, promptly following receipt thereof and if requested by Seller, provide Seller with copies of inspection reports and studies prepared by third parties in connection with Buyer's inspection and due diligence; (g) shall obtain, and shall require all consultants and third-party designated representatives to, obtain and maintain, with an insurance company or insurance companies reasonably satisfactory to Seller, a policy of commercial general public liability insurance, with a broad form contractual liability endorsement covering Buyer's indemnification obligations hereunder, and with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage, insuring Seller and its affiliates as additional insureds (certificates of which shall be given to Seller prior to the first entry by Buyer on the Property), all of which insurance shall be written on an "occurrence form"; and (h) shall upon request of Seller, return to Seller all materials with respect to the Property provided to Buyer by Seller if Buyer fails to acquire the Property for any reason. The obligations and liabilities of Buyer under this Section 5.1 shall survive the Closing or sooner termination of this Agreement. Buyer shall provide proof of the required insurance prior to entering the Property. The restoration and indemnity obligations herein shall survive the Closing or any earlier termination of this Agreement.

5.2 Property Related Documents. Seller agrees that within five (5) days following the Effective Date Seller shall deliver to Buyer all copies of the following documents that Seller currently has in its possession and control: (a) most recent survey; (b) most recent title insurance policy/title search; (c) all environmental reports and assessments including copies of any existing test results and Phase I environmental assessments, if any; (d) structural reports of building reviews, if any; (e) all site plans, site plan approvals including decisions and resolutions; (f) any existing leases and use and occupancy agreements related to the Property, if any; and (g) executed consent/authorization or countersignature on any application or form needed so that Buyer can apply for a zoning permit. If the documents requested in this Section 5.2 are not currently in Seller's possession, Seller shall have no further obligations to produce such documents to the Buyer.

5.3. Cancellation Right. In the event that Buyer, in Buyer's sole discretion and judgment, is not satisfied with the results of any inspection, investigation, analysis, test, study, inquiry, or with anything received or not received, or with any other information learned or revealed during the Due Diligence Period, or if Buyer determines that it is not feasible to move forward with this transaction during the Due Diligence Period, in Buyer's sole discretion and judgment, then Buyer may cancel this Agreement by delivering written notice to Seller at or before the expiration of the Due Diligence Period and shall receive its Deposit returned in full by the Escrow Agent. Upon such cancellation, Buyer shall be entitled to receive the prompt return of any Deposit monies and thereafter neither party will then have any further rights or obligations under this Agreement.

6. **Approvals Contingency Clause.**

6.1. **Approvals Contingency.** Buyer's obligation to purchase the Property and to complete Closing under this Agreement is conditioned and contingent upon the receipt by Buyer of all "Approvals" which must be "final, unappealable and unappealed" required for Buyer's intended use and for the issuance of any construction permit for any improvements related to the intended use of any kind and of any nature and type desired by Buyer ("Approvals"), prior to the expiration of the Approval Contingency Period ("Approval Contingency").

6.2. **Approvals Contingency Period.** Buyer shall have twelve (12) months from the end of the Due Diligence Period ("Approvals Contingency Period") to obtain final, unappealable and unappealed Approvals. The Parties expressly understand, pursuant to that certain Agreement between the Parties dated November 7, 2018, that the construction of the Project must be completed by July 1, 2025, unless mutually agreeable between the Parties, and that each Party will diligently act in a manner that will result in the Parties meeting that construction deadline. VOADV will use its best efforts to complete construction of all five (5) units by July 1, 2025. If VOADV shall fail to complete the five (5) dwellings within this period, VOADV and the City shall seek the approval of Fair Share Housing Center to extend any deadlines imposed on the City.

6.3. **"Approvals" Defined.** For purposes of this Agreement, the word "Approvals" is intended to be broad and shall include, but shall not be limited to, i.) all preliminary and final site plan approvals; ii.) wetlands delineations; iii.) New Jersey Department of Environmental Protection ("DEP") approvals including a CAFRA permit (if necessary) and letters of interpretation; iv.) New Jersey Department of Transportation ("DOT") and highway approvals, as applicable; v.) storm water management plan approval; vi.) applicable Soil Conservation District certification; vii.) "will serve" letters from utility providers and any required water and sewer agreements; viii.) all final county planning department approvals; and ix.) approvals and permits for all ancillary on and off-site improvements. Buyer may agree to any condition which runs with the land.

6.4. **"Final unappealable and unappealed" Defined.** The phrase "final unappealable and unappealed" as it relates to "Approvals" shall include in its meaning: i.) that Buyer's application for all Approvals have been approved and issued and Buyer has received the required affirmative votes (or action) needed from the governing board(s), body, department or agency approving the application(s) or issuing the permits; and ii.) the necessary resolution or documentation memorializing the grant of the Approvals has been formally adopted and issued; and iii.) any required notice of the resolution or issuance granting the Approvals has been published in the local newspaper as required; and iv.) the time period within which anyone may file an appeal or any other legal challenge before any governmental body, board, agency or in the Superior Court of New Jersey or Federal Court has expired, with no appeal or any other legal action having been filed; and v.) a period of 20 days following the last day that anyone could have filed any appeal or legal challenge has expired, with no legal process related to any filed appeal or legal challenge having been served upon Buyer or upon the governing body, board or agency that granted the application for any of the Approvals.

6.5. **Seller's Consent.** Seller hereby consents to the filing by Buyer of all applications and submissions to the governmental and quasi-governmental bodies, boards and agencies as may be required for these purposes, and Seller agrees to reasonably cooperate with Buyer, at no cost or expense to Seller, in all of Buyer's efforts to obtain all Approvals, including, where necessary, signing and delivering necessary written consent and providing written authorizations acknowledging that Seller consents to all applications being submitted by Buyer.

6.6. Notwithstanding anything contained above or in this Agreement, if at any time

during the Approval Contingency Period Buyer, in its reasonable discretion and judgment, shall determine for any reason that it is not feasible to continue seeking Approvals then Buyer shall have the right to abandon its efforts to obtain final unappealable and unappealed Approvals, and in that event the Approval Contingency shall be deemed not to have been satisfied and Buyer may cancel the Agreement upon written notice to Seller, in which event any Deposit monies shall be returned to Buyer and neither party will then have any further rights, liabilities or obligations under this Agreement. In the event that Buyer does not cancel this Agreement at or before the expiration of the Approval Contingency Period, except as otherwise set forth in this Agreement, the Deposit shall become non-refundable and released to Seller.

7. **Affordable Housing Spending Plan Approved Contingency.** Buyer's obligation to purchase the Property and to complete Closing under this Agreement is conditioned and contingent upon Brigantine's revised affordable housing spending plan being approved by the Superior Court and Fair Share Housing Center.

8. **Financing Contingency.** This Agreement is contingent upon Buyer obtaining mortgage financing within three hundred and sixty-five (365) days of the Effective Date (the "Financing Period"), for such portion of the Purchase Price as desired by Buyer and under terms and conditions acceptable to Buyer, in Buyer's sole discretion, and the availability of the loan proceeds at Closing (the "Financing Contingency"). In the event that this financing contingency is not satisfied at the expiration of the Financing Period, Buyer may cancel this Agreement and receive the return of any Deposit in which event neither party shall have any further rights or obligations under this Agreement.

9. **City's Affordable Housing Trust Fund.** This Agreement is contingent upon the City committing to Buyer funds in the amount of \$850,000.00 from the City's Affordable Housing Trust Fund (the "Affordable Trust Funds") for the construction and soft costs associated with the Project consistent with the payment allocations and milestones set forth on Exhibit "A" attached hereto. The Affordable Trust Funds shall be inclusive of the \$500,000 promised from the City to the Buyer in that certain Agreement between the City and the Buyer dated November 7, 2018. The City shall keep and maintain the committed funds in the City's Affordable Housing Trust Fund until the Buyer's closing date, at which time the City shall make funds available as needed by Buyer by written request furnished to the City Administrator, with such funding requests being fulfilled by City issuing a check or wire transfer to Buyer within seven (7) days of any request for funding.

10. **Obligation to Enter Into a PILOT Agreement.** This Agreement is contingent upon the City executing a Thirty (30) Year Financial Agreement for Payment in Lieu of Taxes upon the agreed upon terms and conditions (hereinafter "PILOT") with Buyer or its assignee. The Property upon which the Project is being constructed shall be exempt from taxation during the period of the PILOT.

11. **Title.** Seller agrees to transfer to Buyer at the time of Closing, ownership and title to the Property which shall be good, marketable, fee simple title, and free and clear of all liens, security interests, encumbrances, easements restrictions other than customary utility easements, all other permitted exceptions contained in the title commitment prepared by the Title Company and all other exceptions agreed to by Buyer and Seller.

12. **Deed.** Seller agrees to deliver to Buyer at Closing a deed known as a Bargain and Sale with Covenants Against Grantors' Acts, in proper recordable form, with the appropriate signed residency certifications and Seller's Affidavit of Consideration appended thereto as may be required by the title company or by the laws of the State of New Jersey for the proper recordation of the deed. Seller also agrees to execute and deliver to Buyer and to Buyer's title company at Closing an Affidavit of Title and corporate

resolution confirming Seller's ownership of the Property in such form and containing necessary representations required by the Title Company.

13. **Settlement Time and Place.** Assuming that Buyer has not terminated the Agreement under a permitted right of cancellation, Closing shall take place within ten (10) days following the satisfaction of all conditions listed in Section 1 of this Agreement. Closing shall take place at a title company of Buyer's choice having an office and doing business in New Jersey ("Title Company"). The Closing will be conducted by the Title Company, and the Title Company settlement officer shall prepare the settlement statement and serve as the disbursement, recording and closing agent as is customary in southern New Jersey. At Closing, Seller shall deliver the Deed to Buyer in recordable form, along with all other required and necessary closing documents, and the Buyer shall deliver the Purchase Price, and both parties shall complete their respective performances as required under this Agreement, and sign the settlement sheet.

14. **Settlement Expenses.** At the time of Closing, Seller shall pay for the preparation of the Deed, Affidavit of Title, discharge of any existing liens of record against the Property, one-half of the title company settlement day fee, and any Realty Transfer Fee/Taxes applicable to this transaction. Buyer shall be responsible for the following Closing expenses: one-half of the title company settlement day fee, title search and title insurance, survey, recordation of the deed and mortgage, and all related costs from Due Diligence. Seller shall not be responsible for any costs associated with Due Diligence.

15. **Risk of Loss.** The risk of loss or of damage to the Property by fire, storm or other casualty is the responsibility of Seller until the completion of Closing. Seller agrees to keep the Property adequately insured so as to be able to meet Seller's obligation under this Section. Notwithstanding that the risk of loss is upon the Seller, and without waiving same, in the event that the reasonable estimated cost of repair to the Property from a fire, storm or other casualty exceeds One Hundred Thousand (\$100,000) Dollars then Buyer shall have the right at its discretion to cancel this Agreement by written notice to Seller given within ten (10) days after receiving written notice of the casualty and receive the return of all the Deposit and neither party shall then have any further rights or obligations under this Agreement.

16. **Certificate of Occupancy.** It shall be the responsibility of Buyer, at Buyer's sole expense, to apply for and deliver on or before Closing all required Certificates of Occupancy, Continued Certificates of Occupancy, Certificate of Non-Conformity, Land Use Certificate, Smoke Detector Certifications, Boiler Certificate, Fire Safety Certificate, or such similar document(s) (collectively "C.O.") with regard to the transfer of the Property and with regard to its continued existing use.

17. **Possession.** At the time of Closing, Seller shall deliver the Property to Buyer vacant and free and clear of any tenants, occupants, tenancies or use and occupancy rights of others.

18. **Bulk Sale.** Seller shall cooperate in providing the information needed so that Buyer can file notice with the Bulk Sales Unit of the State of New Jersey, Division of Taxation concerning this pending transaction. Such cooperation shall include promptly supplying to Buyer, within fourteen (14) days of the Effective Date of this Agreement, the information requested of Seller on the "Notification of Sale, Transfer or Assignment in Bulk" (form C-9600) and any other and additional information that may be requested by the Division of Taxation. Buyer and Seller acknowledge that it is within the authority of the State of New Jersey, Division of Taxation, to direct that a portion of the purchase price be withheld from Seller and placed into escrow at Closing. Buyer and Seller agree to abide by all notifications of the Division Of Taxation. Buyer and Seller agree that in the event that such an escrow is required by the State of New Jersey, Buyer's title company shall act as escrow holder in connection with any required escrow. The escrow monies will be held in escrow in a non-interest bearing account until the State Division of Taxation makes a determination as to the amount of any taxes owed by Seller. The escrow monies will be released

in accordance with, and only upon receipt of, a demand letter by the Division of Taxation and/or a disbursement authorization letter from the Division of Taxation. The escrow holder shall be authorized to pay to the State of New Jersey such amounts as may be determined by the State of New Jersey to be due and owing.

19. **Affordable Housing Obligations.** VOADV shall have an obligation to deed-restrict each unit with affordability controls for low and moderate-income households as defined by the Uniform Housing Affordability Controls ("UHAC") set forth in N.J.A.C. 5:80-26.1 et. seq. and COAH regulations. Any such affordable unit shall comply with UHAC, applicable COAH affordable housing regulations, any applicable order of the Court, and other applicable laws, and shall be offered for rent to low- or moderate-income households. The Units shall remain, and will be deed restricted as, affordable housing for a period of at least thirty (30) years from the date of their initial occupancy ("Deed-Restriction Period") and may be extended at the sole discretion of the City. VOADV agrees to market each Unit to a veteran solely for the first 4 months; if VOADV does not receive applications during that initial marketing from a Veteran, VOADV will open the marketing efforts to all applicants. If during the open marketing, VOADV gets multiple qualified applicants for each property, before doing a lottery, VOADV will give preference to Veterans. VOADV will construct a mix of one (1) and two (2) bedroom units, for veterans and their families. A minimum of 13% of the affordable housing units shall be very low income units, affordable to households earning 30% of median income; and 37% of the units shall be low income units. The balance of the units (50 percent) shall be moderate income units. This equates to at least one (1) very low income unit; two (2) low income units and two (2) moderate income units. VOADV agrees to use the standard UHAC deed form for its acquisition of the real property on which the Units are to be located.

20. **Representations and Warranties of Seller:** The Seller warrants and represents the following:

20.1. The named Seller is/are the legal and equitable owner of the Property and there are no other owners other than Seller, and there is no other person or entity that holds any interest in the Property that would require him/her/it to release any rights, grant consent to this transaction, or sign this Agreement and the Deed.

20.2. There are no agreements in existence between Seller and any other person or entity related to the sale, purchase, lease or license of the Property.

20.3. Seller does not currently lease the Property and is not currently under any agreement concerning its use or possession.

20.4. Seller has not received any notice from any governmental authority, agency or other third party that the Property is not in compliance with any federal, state, county or local statutes, laws, ordinances and regulations related to the environment and/or hazardous materials, or requires any clean-up or remedial action to address environmental conditions on, at, under or emanating from the Property.

20.5. Seller is not required to obtain outside governmental agency, municipal governing body or court tribunal approval for the disbursement of the Affordable Housing Trust Funds for the Project costs and Seller has full authority to disburse such funds upon adoption of a resolution by the City.

20.6. **Environmental.** Seller has not received any notice of violation, citation, complaint, request for information, order, directive, compliance schedule, other similar enforcement order, or any other notice from any administrative or governmental agency, body, court or other entity, indicating that the Property or any business, activity or operation thereon, is not in compliance with any environmental laws as defined in any state or federal law statute or ordinance. To the best of Seller's knowledge, there are

no outstanding violations or citations with respect to any local, county or State Board of Health (or similar entity) related to the Property. Seller makes no representations as to the presence of underground storage tanks located on the Property.

21. Buyer's Representations. Buyer represents and warrants to Seller as follows:

21.1. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New Jersey.

21.2. There is no legal action against Buyer pending or, to the actual knowledge of Buyer, threatened, in any court or by or before any Governmental Authority which would prevent Buyer from performing its obligations hereunder.

21.3. The execution and delivery of this Agreement and the performance of Buyer's obligations hereunder shall not (a) conflict with, violate, constitute a default under or result in a breach of any provisions of any agreement to which Buyer is a party or (b) conflict with or violate any judgment, writ, order, injunction or decree binding upon Buyer.

21.4. The person executing this Agreement on behalf of Buyer is authorized to do so and to bind Buyer to this transaction.

21.5. This Agreement is the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

21.6. Upon the financing contingency being met, Buyer has sufficient funds available to complete this transaction.

21. Miscellaneous provisions.

a. **Captions.** Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and substantive provisions of this Agreement.

b. **Cooperation.** The Parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement in addition to the Mount Laurel doctrine, the FHA, COAH's rules, and the UHAC regulations. VOADV agrees to participate in any proceedings before the Court or COAH with respect to the City's affordable housing compliance initiatives that are implicated by this Agreement. For purposes of this Agreement, the term "COAH" shall mean the Council on Affordable Housing or the substitute therefor pursuant to New Jersey law or court order if the Council on Affordable Housing shall no longer exist.

c. **Waiver.** Failure to enforce provisions or obligations in this Agreement by any Party shall not be construed as a waiver of these provisions and obligations.

d. **Entire Agreement/Amendments.** This Agreement, including its prefatory statements, background recitals and exhibit, constitutes the entire Agreement between the Parties with respect to the sale of Property. No representative, agent or employee of any Party has been authorized to make any representations and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alternations shall be binding unless reduced to writing and signed by the Parties.

e. **Validity.** In the event that any provision of this Agreement shall be held to be invalid, unenforceable or void, by a court of competent jurisdiction, the invalidity or un-enforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision in this Agreement.

f. **Preparation.** The Parties acknowledge that the Parties' attorneys have jointly prepared this Agreement. Therefore, this Agreement shall be construed on a parity among the Parties and any presumption for resolving ambiguities against the drafter shall not apply.

g. **Governmental Approval / Tolling of Time Periods.** The Parties recognize that to be binding upon Brigantine, this Agreement must be approved by Brigantine by appropriate resolution adopted in accordance with N.J.S.A. 50A:12-1 et. seq. (the New Jersey Local Lands and Buildings Law). So as not to require that VOADV incur expenses and expend time and effort until such time that Brigantine has properly adopted the necessary resolution which authorizes this Agreement and Brigantine's power and authority to consummate this Agreement and complete closing, it is agreed that the due diligence period and all other time frames and time periods are and shall be tolled until such time that i.) Brigantine delivers to VOADV a complete copy of the duly adopted resolution; and ii.) all time periods by which anyone may challenge the resolution has expired, with no challenge or appeal having been filed.

h. **Construction/ Applicable Law.** This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey. Jurisdiction with respect to any litigation related to this Agreement by way of enforcement or post-judgment relief shall exclusively be in the Superior Court of New Jersey for Atlantic County. Service of any complaint, motion or judgment enforcement proceedings may be affected consistent with the terms hereof for the delivery of notices. The Parties hereby consent to service of process in such manner and waive any other service of process. Process may be affected by written notice pursuant to the terms hereof for notices.

i. **Nonbinding.** The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

j. **Assignment.** Notwithstanding the foregoing, the Affordable Housing Developer is not permitted to assign its rights and obligations under this Agreement to any party without the prior written consent of Brigantine, which may be withheld in Brigantine's sole discretion, except that VOADV shall be permitted to assign this Agreement and all rights and obligations hereunder formed and approved urban renewal entity of which VOADV or its principals have controlling interest.

k. **Counterpart Signature.** This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Signature pages delivered by doc-u-sign, email or by Facsimile counterparts shall be accepted and enforceable. Immediately following the written request from a Party, the other Party shall deliver a counterpart with the original execution page. The failure to deliver original ink signature shall not operate to void this Agreement otherwise properly delivered.

l. Prohibited Transactions.

(a) Buyer represents and warrants to Seller that to its actual knowledge (i) Buyer and each person or entity owning an interest in Buyer is (a) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively the "List"), and (b) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction,

or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (ii) none of the funds of Buyer have been derived from any unlawful activity with the result that the investment in Buyer is prohibited by law or that this Agreement is in violation of law, and (iii) Buyer has implemented procedures, and will consistently apply those procedures, to ensure that the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 *et seq.*, The Trading with the Enemy Act, 50 U.S.C. App. I *et seq.*, and any Executive Orders or regulations promulgated thereunder with the result that the investment of Buyer is prohibited by law or Buyer is in violation of law.

(b) Buyer covenants and agrees (i) to comply with all requirements relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect binding upon Buyer, (ii) to, immediately upon obtaining actual knowledge, notify Seller in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Buyer has a reasonable basis to believe that they know may no longer be true or have been breached, and (iii) not to knowingly use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Seller under this Agreement.

(c) Buyer hereby acknowledges and agrees that Buyer's inclusion on the List at any time during the term shall be a material default of this Agreement by Buyer entitling Seller to terminate this Agreement and retain the Deposit unless Buyer challenges such inclusion and is proceeding to have its name removed from the List in which event such inclusion shall not be considered a material default of this Agreement.

m. **Broker.** The Parties agree, acknowledge, warrant and represent to each other that no real estate broker was involved in this transaction. Seller and Purchaser shall indemnify one another against any claim of any broker, claiming by, through or under that Party. This warranty and representation shall survive delivery of the deed and the Closing of this transaction.

n. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the Parties hereto as contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year appearing below their names.

Attest:

By: Dolores Goldstein
Name: Dolores Goldstein
Title: Second Assistant Secretary

VOADV Property, Inc.

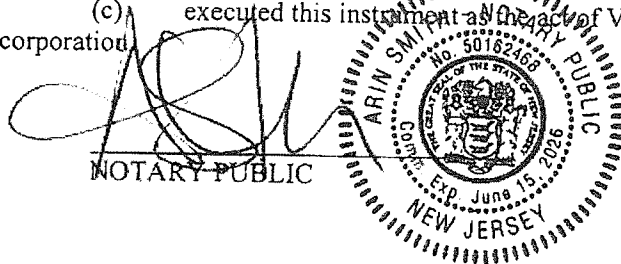
By: [Signature]
Name: Owen McCabe
Title: President

Date: January 31, 2023

STATE OF NEW JERSEY)
) SS.:
COUNTY OF CAMDEN)

I certify that on January 31, 2023, Owen McCabe personally came before me and stated to my satisfaction that he:

- (a) Signed, sealed and delivered the attached document as the President of VOADV;
- (b) was authorized to and did execute this instrument on behalf of VOADV; and
- (c) executed this instrument as the act of VOADV pursuant to a resolution of the corporation



Attest:

CITY OF BRIGANTINE,
A Municipal Corporation of the
State of New Jersey

By: _____
Name: Lynn Sweeney, RMC
Title: City Clerk

By: _____
Name: Vincent J. Sera
Title: Mayor

Date: _____, 2023

STATE OF NEW JERSEY)
) SS.:
COUNTY OF ATLANTIC)

I certify that on _____, 2023, _____, personally
came before me and stated to my satisfaction that this person:

- (a) This person signed, sealed and delivered the attached document as Mayor of City of Brigantine, a municipal corporation of the State of New Jersey, named in this document;
- (b) was authorized to and did execute this document as the Mayor the entity named in this document; and
- (c) executed this document as the act of the entity named in this document pursuant to a resolution of the City of Brigantine.

NOTARY PUBLIC

EXHIBIT "A"
ESTIMATED PROJECT DEVELOPMENT SCHEDULE (Month/Year)

| | |
|---|---------|
| Preliminary and Final Site Plan Approval | 4/2023 |
| Compliance Plans Sent to Municipality for Permits | 8/2023 |
| County and/or State Planning and Variance Approvals | 8/2023 |
| State Environmental Approvals | 8/2023 |
| Construction Permits Received | 10/2023 |
| Closing on NJHMFA Financing | 1/2024 |
| Closing and Transfer of Property | 1/2024 |
| Request \$350,000 from AHTF | 1/2024 |
| Construction Start | 1/2024 |
| Request \$500,000 from AHTF | 6/2024 |
| Construction Completion | 10/2024 |
| Lease-Up | 10/2024 |
| Anticipated Completion of Rent-Up | 1/2025 |

**CITY OF BRIGANTINE
RESOLUTION 2023-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGANTINE
APPOINTING EDWARD P. STINSON, P.E., AS COMMUNITY RATING
SYSTEM PROGRAM COORDINATOR FOR 2023**

WHEREAS, the City of Brigantine participates in the Community Rating System Program (“CRS Program”) administered by F.E.M.A. to reduce flood hazard risks; and

WHEREAS, there exists a need for a Coordinator to assist the City of Brigantine in complying with the standards and requirements of the CRS Program to help protect the City of Brigantine and its residents and visitors from flooding; and

WHEREAS, the City Council of the City of Brigantine desires to approve the appointment of Edward P. Stinson, P.E. as the City’s Community Rating System Program Coordinator for 2023 for an amount not to exceed \$6,000.00.

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 February 15, 2023.

Lynn Sweeney, RMC, City Clerk

RESOLUTION NO. 2023 –

**A RESOLUTION BY THE CITY OF BRIGANTINE AUTHORIZING
AWARD OF A CONTRACT FOR EMERGENCY REPAIRS TO GENERATOR**

WHEREAS, it has been determined that certain appropriations, in the 2022 municipal budget, will not be sufficient to meet anticipated expenses; and

WHEREAS, NJSA 40A:4-58 authorizes the transfer from appropriations with excess balances to other appropriations which are anticipated to be insufficient.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Brigantine that

CURRENT FUND

| | | | |
|-----------------------------|-----------------|-----------------|-------------|
| Police OE | 2-01-25-240-254 | To: \$15,000.00 | From: |
| Streets Roads & Maintenance | 2-01-26-290-268 | | \$15,000.00 |

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 15th day of February, 2023.

CITY OF BRIGANTINE

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

Lynn Sweeney, RMC
City Clerk

Albert Stanley
Chief Financial Officer

RESOLUTION NO. 2023 -

THE CITY OF BRIGANTINE AUTHORIZING AWARD OF CONTRACT FOR
DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

WHEREAS, the City Council of the City of Brigantine did award a contract for Consulting Services for the Planning, Design and Construction Management/Inspection Services for the Reconstruction of 44th Street and 44th Cove, and did enter into a contract with DeBlasio & Associates in the amount of \$33,000.00 (Resolution # 2020-146); and

WHEREAS, during the design of the project, additional funds were received from the NJDOT Municipal Aid Program, FY 2023, which requires additional design and administrative services to properly complete the process; and

WHEREAS, the City Engineer recommended the award of the additional work; 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 February, 2023:

1. The contract for Planning, Design and Construction Management Services for the Reconstruction of 44th Street and 44th Cove, be amended from \$33,000 to \$37,500, a net increase of \$4,500.00.
2. Albert Stanley, Chief Financial Officer of the City of Brigantine, does hereby certify that there are adequate funds available in Account # C-04-14-013-107.
3. This resolution shall take effect immediately.

CITY OF BRIGANTINE

Lynn Sweeney, RMC
City Clerk

Albert Stanley
Chief Financial Officer

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

CITY OF BRIGANTINE
RESOLUTION 2023-

A RESOLUTION BY THE CITY OF BRIGANTINE
AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN
THE CITY OF BRIGANTINE AND C. ABBONIZIO CONTRACTORS
FOR THE NEW STORM WATER PUMP STATION
LOCATED 12TH STREET NORTH AND E. EVANS BLVD.

WHEREAS, the City of Brigantine did award a contract to C. Abbonizio Contractors on the 16th day of March, 2022, in the amount of \$2,436,722.50 and memorialized by Resolution No. 2022 – 65, and

WHEREAS, the city has requested that a permanent lifting crane be installed at the pump site, and in the generator building, in order to provide a more efficient method of removing and installing the pumps and generator, at the pump station located as described above location, and

WHEREAS, the estimated cost of \$59,006.86 for the additional work was reviewed and recommended by the City Engineer for approval, 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 contract with C. Abbonizio Contractors, be amended to \$2,495,729.36, a net increase of \$59,006.86.

BE IT FURTHER RESOLVED, that Albert Stanley, Chief Financial Officer of the City of Brigantine, Does hereby certify that there are adequate funds available in the following General Capital Fund Improvement Authorization C-04-19-012-201 for \$59,006.86, for the increase with prior approved authorizations of \$2,488,177.76 allocated to C-04-14-013-107 and C-04-19-012-201.

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 February, 2023.

CITY OF BRIGANTINE

RESOLUTION NO. 2023 –

**A RESOLUTION BY THE CITY OF BRIGANTINE AUTHORIZING
AWARD OF A CONTRACT FOR REPAIR AND REPLACEMENT OF THE DRIVE UP WINDOW AND DEAL
DRAWER TO DIEBOLD INCORPORATED**

WHEREAS, the drive up window and drawer need replacement and repair for residential access to the Tax Collector's office;

WHEREAS, quotes were requested and Diebold Incorporated was the sole vendor to submit a quote and;

WHEREAS, Diebold Incorporated can repair and replace the window and drawer for \$10,895.00 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 February 2023:

1. The City of Brigantine enter into an agreement with Diebold Incorporated for repair and replacement of the drive up window by the Tax Collector's office
2. The contract is to be awarded not to exceed \$10,895.00
3. Albert Stanley, Chief Financial Officer of the City of Brigantine, does hereby certify that there are adequate funds available not to exceed \$10,895.00 in General Capital Account # C-04-17-015-104
4. This Resolution shall take effect immediately.

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 February, 2023.

CITY OF BRIGANTINE

Lynn Sweeney, RMC
City Clerk

Albert Stanley
Chief Financial Officer

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

CITY OF BRIGANTINE

RESOLUTION NO

2023-

CANCELLATION OF OUTSTANDING CHECKS

WHEREAS, there exists an outstanding check in the General Accounts of the Brigantine Municipal Court;
and

WHEREAS, it has been determined that the outstanding check should be canceled.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Brigantine, County of Atlantic,
that the following outstanding check be and hereby cancelled to the cash balance of the City of
Brigantine.

| | | |
|------------------------------|----------------|----------------|
| General Account | check No. 3562 | Amount \$.25 |
| | 3523 | Amount \$ 2.00 |
| | 3536 | Amount \$2.00 |
| Disbursement Account 2184752 | check No. 3583 | Amount \$ 4.25 |

CITY OF BRIGANTINE

RESOLUTION NO

2023-

CANCELLATION OF OUTSTANDING CHECKS

WHEREAS, there exists an outstanding check in the Bail Accounts of the Brigantine Municipal Court; and

WHEREAS, it has been determined that the outstanding check should be canceled.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Brigantine, County of Atlantic, that the following outstanding check be and hereby cancelled to the cash balance of the City of Brigantine.

| | | |
|------------------------------|----------------|------------------|
| General Account | check No. 3696 | Amount \$ 50.00 |
| | 3735 | Amount \$ 161.00 |
| Disbursement Account 2184760 | check No. 3778 | Amount \$ 201.00 |

CITY OF BRIGANTINE

RESOLUTION 2023-43

**RESOLUTION REJECTING PROPOSALS FOR FOOD AND BEVERAGE SERVICES
AT THE BRIGANTINE LINK GOLF COURSE AND AUTHORIZING THE USE OF
COMPETITIVE CONTRACTING TO SECURE A VENDOR**

WHEREAS, the City sought proposals from vendors to provide food and beverage services at the Brigantine Links Golf Course; and

WHEREAS, the City understands that confusion existed during the first round of proposals regarding whether vendors could make improvements to the facilities; and

WHEREAS, this defect created an unfair advantage to some of the potential vendors and requires rejection of the bid; and

WHEREAS, the City also seeks to clarify and change the length of the term; and

WHEREAS, the Local Public Contracts Law permits municipalities to reject all bids and proposals where the contracting unit is changing the specifications; and

WHEREAS, the Local Public Contracts Law, at N.J.S.A. 40A:11-4.1 et seq. permits the use of competitive contracting to identify a qualified concessionaire that is able to provide these services to the City; and

WHEREAS, the Competitive Contracting Process will allow an award of a contract for a five year term allowing the successful vendor the confidence to enhance and improve the facility to attract greater business; and

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

1. The previous proposals for Food and Beverage Services at the Brigantine Links Golf Course are hereby rejected due to the City's further desire to provide clarification to all vendors and to change the term of the process; and
2. The City Solicitor is hereby authorized to work with the City Clerk to prepare and advertise proposals for a qualified and responsible concessionaire to operate Food and Beverage Services at the Brigantine Links Golf Course for a term of not greater than five (5) years pursuant to the requirements of the competitive contracting statutes.

New Jersey Office of the Attorney General
Division of Consumer Affairs
Legalized Games of Chance Control Commission
124 Halsey Street, 6th Floor, P.O. Box 46000
Newark, New Jersey 07101
(973) 273-8000

Application for a Raffle License

Application No. RA 993
Identification No. 58-6-16128

Submit four (4) copies of this application to the Municipal Clerk's office in the municipality where the games will be conducted.

Please print clearly.

Name of municipality: BRIGANTINE

Part A - General

1. Name of applying organization: BRIGANTINE ELKS LODGE #2428
- 2a. Street address of headquarters: 400 W. SHORE DR. BRIGANTINE, N.J. 08203
- b. Mailing address (if different): SAME AS ABOVE
3. A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

| Date | Hours | Date | Hours |
|----------------------|----------------|------|-------|
| <u>APRIL 7, 2023</u> | <u>12P-11P</u> | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

- 4a. Address of place where raffles will be played:

SAME AS ABOVE

- b. Does the applicant own the premises or regularly occupy them for its general purposes? ☒ Yes ☐ No
5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

The items of expense intended to be incurred or paid in connection with the games listed in this application, the names and addresses of the persons to whom each item is to be paid, and the purpose for which each item is to be paid, are:

| Item of Expense | Name and address of supplier | Purpose |
|-----------------|------------------------------|---------|
| | | |
| | | |
| | | |
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| | | |
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| | | |
| | | |

Adams, Ann

From: Capt Andy Riptide Bait and Tackle <garules911@aol.com>
Sent: Saturday, February 4, 2023 11:13 AM
To: Adams, Ann
Subject: [EXTERNAL] 2023 Spring Striper Derby

To whom it may concern,

I am submitting a request to hold the 18th annual Spring Riptide Derby from March 1st 2023 to May 25th 2023. The tournament has helped several local charities and local families in distress. We have donated \$39,000 to date to the local community with proceeds raised from the tournament and will continue to help the community. Like in the previous 17 years of running this tournament, I am asking for permission to drive on the front beaches of Brigantine as long as they have a valid Brigantine City 4x4 permit in addition to the Riptide Derby Permit. The anglers will have to abide by all city regulations and be in the act of fishing when on the front beach. I have run this tournament for the last 17 years and have not had any problems and will continue to run it the same way.

I am also looking to extend the pass as you have done in the previous years that will allow us to continue to drive the front beaches (after Memorial Day weekend) from Tuesday May 30th 2023 until June 30 2023 the week that school lets out. During the week from 6:00 pm until 9:00 am (including Sunday Nights). You have allowed us to do this in the past as the beach is still very slow during the week until schools let out for the Summer.

If you have any questions you can call my cell at 609-209-6022 and I Thank You in advance for your cooperation.

Andrew S Grossman

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Saint Andrew by the Sea Lutheran Church

936 Baltic Avenue Atlantic City, NJ 08401

Telephone: 609-344-7333 Fax: 609-344-7305

Email: standrewbythesea@verizon.net

Web: standrewatlanticcity.org

January 9, 2023

Mr. Jim Bennett, City Manager
1417 West Brigantine Ave
Brigantine, NJ 08203



Dear Mr. Bennett,
Greetings to you!

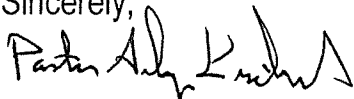
I, Arlyn Eisenbrandt, Pastor of St Andrew, Atlantic City, am writing to make the formal request for the use of the 16th Street Beach Pavilion in 2023 for two purposes:

- 1) the Easter Sunrise Service in partnership with Community Presbyterian Church of Brigantine - Sunday, April 9, 2023, 6:30 am for approximately 90 minutes.
- 2) Morning Service each Sunday, May 14 through October 1, 2023.
We would like to set-up at 6:45am; worship will be from 7:30-8:40am.

As in past years, we pledge to leave the area clean and in good order.
We are grateful for this long standing joyful relationship.
We look forward to another great season together.

Thank you for considering this request.
May God's blessings be upon you and all those who enjoy Brigantine!

Sincerely,



Reverend Arlyn Eisenbrandt

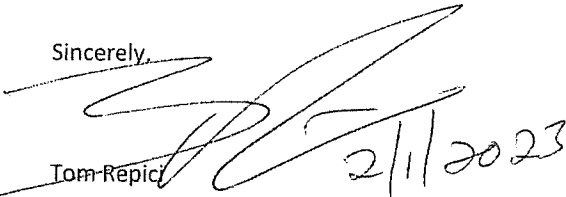
cc: Norman Wiener, Liaison to City of Brigantine

City of Brigantine Beach
Attn: Jim Bennett – City Manager
1417 W. Brigantine Ave
Brigantine, NJ 08203

Dear Jim:

The Brigantine Baseball and Softball Association (BBSA) and Brigantine Chamber of Commerce (BCC) would like to hold the baseball & softball opening ceremony and city easter egg hunt on April 1st 2023 at the 26th street fields. The plan would be to hold a BBSA/Easter Parade from in front of City Hall/Fire Department down to the fields at 26th street. We would have individuals gather for the parade at 8:30a, start at 9am and proceed down to the fields, arriving around 9:30am. The ceremony would then start a few minutes after arriving at the fields. Should take approximately 30-45mins. After the opening ceremony we would have the Easter Egg Hunts for the various ages around 10:30am. After the egg hunts we have egg related games to play and food for everyone to enjoy. The league is also going to put together a Brigantine vs Brigantine scrimmage to show case the baseball and softball players. The day at the fields should wrap around 1pm. The league is expecting 300 to 400 people and the egg hunt should expand that number to possibly 500. We would like to request police along the parade route and public works assistance in setting up the fields, fences for egg areas & PA system for speaking. If you have any questions or would like to discuss anything don't hesitate to reach out.

Sincerely,


Tom Repici
President

Brigantine Baseball & Softball Association
609-602-8938



Brigantine Baseball & Softball Association
PO Box 1234 Brigantine NJ 08203
Ph 609.602.8938
www.brigantinebaseball.com