

**BOROUGH OF WOODBINE  
REGULAR MEETING**

**FEBUARY 04, 2016  
8:00 P.M.**

Mayor Pikolycky called the Regular Meeting to order and read the following statement, "Adequate notice of this meeting was provided in compliance with the Open Public Meetings Act by notifying the Press and The Herald on January 8, 2016 and posting a copy of said notice on the Clerk's bulletin board."

Those present were: Mayor Pikolycky; Councilpersons Ortiz, Johnson, Bennett, Perez, Benson, and Cruz. Also present were: Richard Tonetta, Borough Solicitor; Bruce Graham, Borough Engineer; Michael Zumpino Economic Consultant; and M. Frankel Sypniewski, Deputy Borough Clerk.

Mayor Pikolycky called for approval of the minutes of January 21, 2016. On motion of Councilman Cruz, seconded by Councilman Bennett to approve the minutes of January 21, 2016 as presented, motion carried unanimously.

Mayor Pikolycky called for the following resolution:

**RESOLUTION NO. 2-20-2016**

A RESOLUTION OF THE BOROUGH OF WOODBINE AUTHORIZING  
THE EXECUTION OF AN AMENDMENT TO A CONTRACT FOR SALE  
AND EXCHANGE OF REAL ESTATE BY AND BETWEEN JOSEPH  
ROMANO, SR. AND SUE ROMANO AND THE BOROUGH OF  
WOODBINE

**WHEREAS**, on or about May 30, 2001, Joseph Romano, Sr. and Sue Romano (Romano) entered into an agreement for the sale and exchange of certain real estate with the Borough of Woodbine wherein Romano would transfer to Woodbine certain property known as 501 Washington Avenue, Woodbine, New Jersey to the Borough and the Borough would transfer certain property known as 608 DeHirsch Avenue, Woodbine, New Jersey to Romano, as is more fully described in said Contract For Sale and Exchange of Real Estate (Agreement); and

**WHEREAS**, subsequent to the execution of said Agreement, certain environmental issues became apparent on the property known as 608 DeHirsch Avenue which precluded the completion of the transaction notwithstanding the intent of both parties to complete the transaction as outlined in the Agreement; and

**WHEREAS**, the parties have discussed the need to amend the Agreement to comport with the parties present intent to complete the transaction; and

**WHEREAS**, Borough Council of the Borough of Woodbine finds it to be in the best interest of the Borough.

**NOW, THEREFORE, BE IT RESOLVED** BY THE COUNCIL OF BOROUGH OF WOODBINE, that the Mayor and Clerk are hereby authorized to execute an Amendment to the Contract for Sale and Exchange of Real Estate Executed May 30, 2001 in the form and substance substantially similar to the attached document marked "Exhibit A."

**("Exhibit A")**

**AMENDMENT TO CONTRACT FOR SALE AND EXCHANGE OF REAL ESTATE**

This Amendment to Contract for Sale and Exchange of Real Estate is dated this \_\_\_\_\_

Day of February, 2016 by and between the **BOROUGH OF WOODBINE**, a Municipal Corporation of the State of New Jersey, having its principal offices at 510 Washington Avenue in the borough of Woodbine, New Jersey referred to as "**WOODBINE**" and **JOSEPH ROMANO, SR. AND SUE ANN ROMANO**, whose address is 43<sup>rd</sup> Street and Park Road, Sea Isle city, New Jersey referred to as "**ROMANO**" (collectively **PARTIES**).

**WHEREAS**, the **PARTIES** have heretofore executed a Contract for Sale and exchange of Real Estate dated May 30, 2001 (Agreement).

**WHEREAS**, as a result of unforeseen events, the transaction has not been completed notwithstanding the intent of the Parties to complete the transaction in accordance with the Agreement.

**WHEREAS**, the Parties intend upon amending the Agreement to comport with the present understanding of the Parties so as to consummate and complete the terms and conditions of the Agreement.

**NOW THEREFORE**, for mutual promises and other valuable consideration as is herein provided, the Parties agree to amend the Contract for Sale and Exchange of Real Estate as follows:

1. Paragraph II 20 A. (2) shall be amended as follows: It is acknowledged that the subject "exchange property" is the subject of a remediation effort under the control of the New Jersey Department of Environmental Protection and funded by the New Jersey Economic Development Agency, Program Interest ID G000027629 and further monitored by Taylor Wiseman and Taylor Engineers. It is agreed by and between the Parties that WOODBINE shall continue to remediate the Exchange Property provided same is funded through New Jersey Economic Development Agency until a Response Action Outcome (RAO) is issued. In the event a RAO is not issued on or before March 1, 2017 (CLOSING DATE) or any permitted extensions, WOODBINE shall release to ROMANO the \$25,000.00 balance due for the purchase price for the property at 501 Washington Avenue as provided in paragraph 4A(1) above. In the event a RAO is not issued on or before the CLOSING DATE and WOODBINE is pursuing the RAO without delays caused by WOODBINE, then the PARTIES agree that the CLOSING DATE shall be extended for a period of one year from the CLOSING DATE or upon issuance of an RAO. In the event, additional time is needed to obtain the RAO, the PARTIES shall

agree to an additional reasonable extension for CLOSING DATE as may be necessary to obtain the RAO.

2. Paragraph II 20A. (3) shall be amended as follows: Prior to the closing of title as provided herein, ROMANO shall be permitted to utilize that portion of the "Exchange Property" designated as "Unrestricted Use and Restricted Use" on Exhibit "A" attached hereto and made a part hereof. The use by ROMANO shall be limited to those permitted uses in accordance with all Federal, State and Local laws, including local Zoning Regulations as well as any restrictions that may be placed upon the Exchange Property by the New Jersey Department of Environmental Protection. ROMANO may, at their expense construct fences upon the Exchange Property in accordance with the aforementioned Laws and Regulations. During the period prior to closing, should ROMANO determine that they wish to utilize the Exchange Property as is herein set forth, they shall keep and maintain a policy of liability insurance upon the Exchange Property, insuring the same for any and all losses that may occur, naming WOODBINE as an additional insured with limits of not less than \$5,000,000.00 per occurrence and shall provide WOODBINE with proof of said coverage with a requirement that the carrier notify WOODBINE should any notice of cancellation be sent at least 30 days prior to cancellation.

3. All portions of the Agreement not amended hereby shall remain in full force and effect.

On motion of Councilman Cruz, seconded by Councilman Benson to approve and adopt the foregoing resolution, unanimously carried.

Unfinished Business: None

New Business: None

Engineer's Report: Mr. Graham had nothing further to report at this time.

Solicitor's Report: Mr. Tonetta had nothing further to report at this time.

Payment of Bills: On motion of Councilwoman Perez, seconded by Councilman Bennett to approve the bills for payment, unanimously carried.

Public Comment: None.

Adjournment: On motion of Councilman Johnson, seconded by Councilman Cruz to adjourn, unanimously carried.

Respectfully submitted,

M. Frankel Sypniewski  
Deputy Borough Clerk