

**BARNEGAT TOWNSHIP COMMITTEE
OCEAN COUNTY
900 WEST BAY AVENUE
BARNEGAT, NJ 08005**

**TOWNSHIP COMMITTEE MEETING AGENDA
September 6, 2022, 6:30 P.M.**

Call to Order the September 6, 2022 Township Committee Meeting:

Provisions of the Open Public Meetings Law:

Pursuant to the requirements of the *Open Public Meetings Law*, adequate Public Notice of this meeting has been given: by publication of the date, time and location in the official newspapers, and by posting on the official bulletin board, and in the office of the Municipal Clerk for public inspection.

Invocation – Pastor Joe Faraldi – Bayside Chapel

Pledge of Allegiance:

Roll Call of Officials:

Committeeman Bille -
Committeeman Farmer -
Committeeman Marte -
Deputy Mayor Pipi-
Mayor Cirulli –

Presentation to School Board Personnel

Committee Reports: Pipi, Marte, Farmer, Bille

Mayor's Report – Alfonso Cirulli-

Public Session Comment:

Comments will be limited to a five (5) minute period per individual.
Each speaker must be acknowledged by the Mayor and clearly announce their name, address and group affiliation for the record.

Motion to Open Public Session:

Second:

Motion to Close Public Session:

Second:

Unfinished Business:

Ordinance 2022-18 (Second Reading)

Ordinance Establishing Chapter 55E of the Township Code Entitled "Invasive plants"

Motion to open Public Comment:

Second:

Motion to close Public Comment:

Second:

Motion to adopt ordinance:

Second:

Roll Call: Committeeman Bille: Committeeman Farmer:
Committeeman Marte:
Deputy Mayor Pipi: Mayor Cirulli:

Ordinance 2022-19 (Second Reading)

Ordinance providing funding for the purchase of Water Meters and appropriating \$250,000 from the Township's Water/Sewer Capital Improvement Fund

Motion to open Public Comment:

Second:

Motion to close Public Comment:

Second:

Motion to adopt ordinance:

Second:

Roll Call: Committeeman Bille: Committeeman Farmer:
Committeeman Marte:
Deputy Mayor Pipi: Mayor Cirulli:

Ordinance 2022-20 (Second Reading)

Ordinance cancelling certain funded appropriation balances provided for the Route 9 Extension of Sanitary Sewer System totaling \$900,000.00 and Re-Appropriating balances for various Sanitary Sewer Capital Improvements

Motion to open Public Comment:

Second:

Motion to close Public Comment:

Second:

Motion to adopt ordinance:

Second:

Roll Call: Committeeman Bille: Committeeman Farmer:
Committeeman Marte:
Deputy Mayor Pipi: Mayor Cirulli:

Formal Action:

Resolution 2022-263

Resolution authorizing payment of Bill List in the amount of \$8,650,206.97

Motion to adopt resolution:

Second:

Roll Call: Committeeman Bille: Committeeman Farmer:
Committeeman Marte:
Deputy Mayor Pipi: Mayor Cirulli:

Approval of the Township Committee minutes from the August 2, 2022 meeting

Second:

Consent Agenda:

Resolution authorizing the Tax Collector to cancel taxes and authorize a refund due to totally disabled veteran, Block 92.24 Lot 20; 10 Dylan Blvd

Resolution 2022-268

Resolution authorizing the Municipal Clerk to advertise for Full time or Part time employment as needed for the 2022 year

Resolution 2022-269

Resolution recognizing September 17 through September 23, 2022 as Constitution Week

Resolution 2022-270

Resolution authorizing participation in the Electronic Tax Sale Program

Resolution 2022-271

Resolution authorizing the Tax Collector to remove billing due to Assessing error

Resolution 2022-272

Resolution authorizing execution of Developers Agreement for Phase 10 of Paramount Escapes at Ocean Breeze

Resolution 2022-273

Resolution authorizing an employment separation between the Township of Barnegat and Richard Christensen

Resolution 2022-274

Resolution authorizing a Paid medical leave to William Michels from August 8, 2022 to October 28, 2022

Resolution 2022-275

Resolution authorizing the Township Clerk to advertise for RFP for Professional services for the year 2023

Resolution 2022-276

Resolution opposing the proposed increases to the State Health Benefits Program

Resolution 2022-277

Resolution appointing Crossing Guards to Non-Union positions for the 2022/2023 school year

Resolution 2022-278

Resolution authorizing refund of Escrow Deposit to Clayton Companies/Lumberman's for Holly Oaks LLC

Resolution 2022-279

Resolution authorizing progress Payment #18 to Frankoski Construction Co. for the New Municipal Building project

Resolution 2022-280

Resolution authorizing the execution of an agreement with Ocean County for the Township to Co-locate Police communications equipment on communication Towers

Motion to adopt Consent Agenda:

Roll Call:

Committeeman Bille:

Committeeman Marte:

Deputy Mayor Pipi:

Second:

Committeeman Farmer:

Mayor Cirulli:

Resolution 2021 –281

Resolution authorizing the Township Committee to retire into closed session for the purpose of discussing personnel and litigation matters

Motion to adopt resolution:

Second:

Roll Call:

Committeeman Bille:

Committeeman Farmer:

Committeeman Marte:

Deputy Mayor Pipi:

Mayor Cirulli:

Motion to Adjourn:

Second:

Time:_____

**Next scheduled meeting
October 4, 2022 at 10:00 AM**

ORDINANCE NO. 2022-18

**AN ORDINANCE OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN AND STATE OF
NEW JERSEY ESTABLISHING CHAPTER 55E OF
THE TOWNSHIP CODE ENTITLED
“INVASIVE PLANTS”**

NOW THEREFORE BE IT ORDAINED by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, and State of New Jersey that Chapter 55E of the Township Code entitled “Invasive Plants” is hereby established and shall read as follows:

SECTION 1.

Chapter 55E-1. Purpose.

The purpose of this Ordinance is to protect and promote the public health through the control of growth of invasive plant species.

Chapter 55E-2. Definitions.

As used in this Chapter, the following terms have the meanings indicated:

Invasive Plants. All native and non-native vines and vegetation that grow out of place and are competitive, persistent, and pernicious. These plants may damage trees, vegetation or structures. Examples include but are not limited to bamboo (spreading or running type), ragweed, multiflora rose, kudzu vine, and poison ivy or oak.

Chapter 55E-3. Control of Growth.

All property owners must control the growth of invasive plants onto their property and insure that the growth of invasive plants does not spread to adjoining properties. Failure to control the spread of such vegetation beyond the boundaries of the owner’s property is a violation of this chapter.

DASTI & ASSOCIATES

ATTORNEYS AT LAW

310 Lacey Road
P.O. Box 779
Forked River, N.J. 08731

Chapter 55E-4. Inspections.

All places and premises in the Township of Barnegat shall be subject to inspection by the Code Enforcement Officer. Such inspections shall be performed by such person, or persons, or agency duly authorized and appointed by the Township of Barnegat. An inspection shall be made if that official believes that any section of this Chapter is being violated.

Chapter 55E-5. Removal or Abatement.

- A. Whenever an invasive plant as defined in this chapter is found to have spread to an adjoining property, a notice of violation shall be given to the owner of the property from which the invasive plant originated, in writing. That person/owner shall be ordered to remove and abate the same within such time as may be specified therein. The time period within which the invasive plant must be removed or abated will be up to but not more than three (3) months from date of notice of violation.
- B. The cost of the abatement shall be borne by the property owner.

Chapter 55E-6. Violation of Chapter.

In the event that the property owner fails to properly adhere to and comply with the notice of violation, and after the time period to remove or abate the problem has expired, a continuing violation of any provision of this chapter shall be punished by a fine of not less than \$100 nor more than \$1500 per week.


SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a **separate**, distinct and independent **provision**, and such holding shall not affect the validity of the **remaining** portions hereof.

SECTION 4. This ordinance shall take effect after second **reading** and publication as required by law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Committee on first **reading** at a meeting of the Township Committee of the Township of **Barneget** on the **2nd day of August, 2022**, and will be considered for second and final passage at a meeting of the Township Committee to be held on the **6th day of September, 2022, at 6:30 PM.** at the Municipal Building located at 900 West Bay Avenue, Barneget, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the **opportunity** to be so **heard**.


Donna M. Manno, RMC
Municipal Clerk

DASTI & ASSOCIATES

ATTORNEYS AT LAW

310 Lacey Road
P.O. Box 779
Forked River, N.J. 08731

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify by my hand and seal that the foregoing Ordinance namely **Ordinance 2022-18** Establishing Chapter 55E of the Township Code Entitled, "Invasive Plants", was introduced and passed at a meeting of the Township Committee on the ^{2nd} **day of August, 2022** and finally adopted after Public Hearing at a meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the **6th day of September, 2022 at 6:30 PM.**

Donna M. Manno, RMC
Municipal Clerk

DASTI & ASSOCIATES

ATTORNEYS AT LAW

310 Lacey Road
P.O. Box 779
Forked River, N.J. 08731

ORDINANCE 2022 - 19

**AN ORDINANCE OF THE TOWNSHIP OF BARNEGAT, IN
THE COUNTY OF OCEAN, NEW JERSEY, PROVIDING
FUNDING FOR THE PURCHASE OF WATER METERS
AND APPROPRIATING \$250,000 THEREFOR FROM THE
TOWNSHIP'S WATER/SEWER CAPITAL
IMPROVEMENT FUND**

BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BARNEGAT, IN THE COUNTY OF OCEAN, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The total amount of \$250,000 is hereby appropriated by the Township of Barnegat, in the County of Ocean, New Jersey (the "Township") from the Township's Water/Sewer Utility Capital Improvement Fund to provide funding for the purchase of water meters, including all things necessary therefore or incidental thereto.

Section 2. The water/sewer utility capital budget or temporary capital budget, as applicable, of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or temporary capital budget, as applicable, and capital program as approved by the Director of the Division of Local Government Services is on file with the Township Clerk and is available there for public inspection.

Section 3. This ordinance shall take effect as provided by law.

NOTICE OF PENDING ORDINANCE

PUBLIC NOTICE IS HEREBY GIVEN that the foregoing ordinance was duly introduced and passed upon first reading at a regular meeting of the Township Committee of the Township of Barnegat, in the County of Ocean, New Jersey, held on August 2, 2022. Further notice is hereby given that said ordinance will be considered for final passage and adoption, after public hearing thereon, at a regular meeting of said Township Committee to be held in the Municipal Offices, 900 West Bay Avenue, Barnegat, New Jersey on September 6, 2022 at 6:30 p.m., and during the week prior to and up to and including the date of such meeting, copies of said ordinance will be made available at the Township Clerk's Office to the members of the general public who shall request the same. The purpose of the ordinance is to appropriate \$250,000 from the Township's Water/Sewer Utility Capital Improvement Fund to provide funding for water meters, including all things necessary therefore or incidental thereto.

**Donna Manno, RMC
Township Clerk**

NOTICE OF ADOPTION OF ORDINANCE

PUBLIC NOTICE IS HEREBY GIVEN that the ordinance published herewith has been finally adopted by the Township Committee of the Township of Barnegat, in the County of Ocean, New Jersey on September 6, 2022.

Donna Manno, RMC
Municipal Clerk

CLERK'S CERTIFICATE

I, Donna Manno, RMC, Clerk of the Township of Barnegat, in the County of Ocean, State of New Jersey, HEREBY CERTIFY as follows that:

1. The attached copy of Ordinance No. **2022-19** of said Township entitled as set forth below and finally adopted on **September 6, 2022**, has been compared by me with the original thereof officially recorded in the Ordinance Book of the Township and is a true and correct copy thereof and of the whole of said original Ordinance. The title of said Ordinance is as follows:

AN ORDINANCE OF THE TOWNSHIP OF BARNEGAT, IN
THE COUNTY OF OCEAN, NEW JERSEY, PROVIDING
FUNDING FOR THE PURCHASE OF WATER METERS AND
APPROPRIATING \$250,000 THEREFOR FROM THE
TOWNSHIP'S WATER/SEWER UTILITY CAPITAL
IMPROVEMENT FUND

2. Said Ordinance was introduced in writing and read and passed on first reading at a regular meeting of the Township Committee of said Township duly called and held on **August 2, 2022** (a true and correct copy of an extract of the minutes of the meeting is attached hereto), and was passed on second reading and finally adopted by the recorded affirmative vote of at least two-thirds of all the members of said Township Committee, at a regular meeting thereof duly called and held on **September 6, 2022** (a true and correct copy of an extract of the minutes of the meeting is attached hereto), following the holding of a public hearing thereon at which all interested persons were given an opportunity to be heard.

3. Said Ordinance was published after first reading, together with notice of the introduction and the date and the time and place of further consideration of said Ordinance (a true and correct copy of the affidavit of publication of said Ordinance is attached hereto).

4. On **July 28, 2022**, said Ordinance was posted on the bulletin board in the Municipal Building of the Township together with notice of the availability of copies of said Ordinance at the Office of the Clerk, and such copies of said Ordinance were made available to all members of the general public requesting the same.

5. After final passage, said Ordinance was duly published on **September 9 2022** in **The Asbury Park Press**, a newspaper circulating in the Township, and no protest by any person against making the improvement or issuing the indebtedness authorized in said Ordinance, nor any petition requesting that a referendum vote be taken on the action proposed in the Ordinance has been presented to the governing body or to me or filed in my office nor has any such action or proceeding questioning the validity of such Ordinance been commenced within 20 days after such publication (a true and correct copy of the affidavit of publication of said Ordinance is attached hereto).

6. Said Ordinance when introduced was complete in the form in which it was finally adopted and remained on file in the Office of the Clerk for public inspection from the date of introduction to the date of final adoption.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Township this 6th day of September, 2022.

(SEAL)

Donna Manno, RMC,
Municipal Clerk

ORDINANCE 2022-20

ORDINANCE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY CANCELLING CERTAIN FUNDED APPROPRIATION BALANCES HERETOFORE PROVIDED FOR Rt. 9 EXTENSION OF SANITARY SEWER SYSTEM TOTALING \$900,000.00 AND REAPPROPRIATING SUCH FUNDED APPROPRIATION BALANCES FOR VARIOUS SANITARY SEWER CAPITAL IMPROVEMENTS AND TO REAPPROPRIATE THE SUM OF \$900,000.00 TO PAY THE COST THEREOF

BE IT ORDAINED by the Township Committee of Barnegat, County of Ocean, State of New Jersey (not less than two-thirds of all members thereof affirmatively concurring) pursuant to the Local Bond Law, Chapter 169 of the Laws of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

SECTION 1. The following funded appropriations remaining as a balance in the bond ordinance heretofore adopted by the Township of Barnegat, County of Ocean, New Jersey ("Township") are hereby cancelled/re-appropriated:

Ordinance	#04-28; 05-35	\$900,000.00
-----------	---------------	--------------

SECTION 2. The aggregate sum of \$900,000.00 is hereby re-appropriated from the bond ordinance referred to in Section 1 to the following purposes:

Sanitary Sewer infrastructure improvements, including repair, removal and/or replacement and maintenance of various sanitary sewer facilitates, including pump stations and transmission facilities and related costs.

Amount of Appropriation -- \$900,000.00

SECTION 3. The capital budget or temporary capital budget (as applicable) of the Township is hereby amended to conform with the provisions of this bond ordinance to the extend of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services, is on file with the clerk and available for inspection.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced on first reading at a regular meeting of the Township Committee of Barnegat Township, Ocean County, New Jersey on the **2nd day of August, 2022**, and will be considered for second reading and final passage after public hearing at a regular meeting of the Barnegat Township Committee to be held on the 6th day of **September, 2022, at 6:30 PM**, or as soon thereafter as the matter may be reached, 900 West Bay Avenue, Barnegat, New Jersey, at which time and place any person desiring to be heard will be given an opportunity to be so heard.

Donna Manno, RMC
Municipal Clerk

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify by my hand and seal that the foregoing Ordinance namely **Ordinance 2022-20** Cancelling certain funded appropriation balances heretofore provided for Route 9 Extension of Sanitary Sewer System totaling \$900,000.00 and re-appropriating such funded appropriation balances for various Sanitary Sewer Capital Improvements and to re-appropriate the sum of \$900,000.00 to pay the cost thereof, was introduced and passed at a meeting of the Township Committee on the **2nd day of August, 2022** and finally adopted after Public Hearing at a meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the **6th day of September, 2022 at 6:30 PM.**

Donna M. Manno, RMC
Municipal Clerk

2022-263

BILL LIST FOR SEPTEMBER 6, 2022

RESOLUTION 2022-264

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING A REFUND OF PREMIUM PAID AT TAX SALE

WHEREAS, premiums were paid on Tax Sale Certificates; and

WHEREAS, the properties have since been redeemed, and premiums must be refunded to the lien holders which is the purpose of this Resolution.

THEREFORE BE IT RESOLVED, by the Township committee that; the premiums be refunded to the lien holders, and the Treasurer is directed to draft checks accordingly, and the Collector to adjust her records for the following properties:

Block	114.26	Lot	11;	18 Anchor Road
Block	142.05	Lot	6;	127 Alexander Drive
Block	114.26	Lot	86;	75 Lexington Blvd
Block	172	Lot	18;	725 West Bay Avenue
Block	114.10	Lot	6;	107 Gunning River Road

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat New Jersey on September 6, 2022.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2022-265

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, CANCELING TAXES AND AUTHORIZING A REFUND PURSUANT TO N.J.S.A.54:4-3.32

WHEREAS, the following Homeowner was eligible to receive the Totally Disabled Veterans Property Tax Exemption,

WHEREAS, pursuant to N.J.S.A. 54:4-3.32 the Township Committee has the authority to cancel charges for the Totally Disabled Veterans Tax Exemption for 2022 taxes, when a N.J.S.A. 54:4-3.30 Certification of Assessment Credit for Exemption has been granted, and

WHEREAS, in this case the Tax Collector deems that the Homeowner should receive a refund on his taxes paid for the year 2022 since they are Totally Exempt a will have no future billings

<u>Block/Lot</u>	<u>Homeowner</u>	<u>Date Exempt</u>	<u>2022 Taxes Canceled</u>	<u>Refund</u>
94.01/35	Gary Lee 70 Pine Oak Blvd Barnegat, NJ 08005	3/30/22	\$2,945.96	\$871.68

THEREFORE BE IT RESOLVED by the Township Committee, County of Ocean, State of New Jersey, do hereby authorize a Veteran's property tax exemption discharge of debt for the 2022 taxes, and refund be issued to said homeowner for \$871.68 as referenced.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on September 6, 2022

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2022-266

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, CANCELING TAXES AND AUTHORIZING A REFUND PURSUANT TO N.J.S.A.54:4-3.32

WHEREAS, the following Homeowner was eligible to receive the Totally Disabled Veterans Property Tax Exemption,

WHEREAS, pursuant to N.J.S.A. 54:4-3.32 the Township Committee has the authority to cancel charges for the Totally Disabled Veterans Tax Exemption for 2022 taxes, when a N.J.S.A. 54:4-3.30 Certification of Assessment Credit for Exemption has been granted, and

WHEREAS, in this case the Tax Collector deems that the Homeowner should receive a refund on his taxes paid for the year 2022 since they are Totally Exempt a will have no future billings

<u>Block/Lot</u>	<u>Homeowner</u>	<u>Date Exempt</u>	<u>2022 Taxes Canceled</u>	<u>Refund</u>
95.52/9	Anne Bogert 5 Boiling Springs Barnegat, NJ 08005	6/14/22	\$4,098.14	\$2,302.46

THEREFORE BE IT RESOLVED by the Township Committee, County of Ocean, State of New Jersey, do hereby authorize a Veteran's property tax exemption discharge of debt for the 2022 taxes, and refund be issued to said homeowner for \$2,302.46 as referenced.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on September 6, 2022

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2022-267

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, CANCELING TAXES AND AUTHORIZING A REFUND PURSUANT TO N.J.S.A.54:4-3.32

WHEREAS, the following Homeowner was eligible to receive the Totally Disabled Veterans Property Tax Exemption,

WHEREAS, pursuant to N.J.S.A. 54:4-3.32 the Township Committee has the authority to cancel charges for the Totally Disabled Veterans Tax Exemption for 2022 taxes, when a N.J.S.A. 54:4-3.30 Certification of Assessment Credit for Exemption has been granted, and

WHEREAS, in this case the Tax Collector deems that the Homeowner should receive a refund on his taxes paid for the year 2022 since they are Totally Exempt a will have no future billings

<u>Block/Lot</u>	<u>Homeowner</u>	<u>Date Exempt</u>	<u>2022 Taxes Canceled</u>	<u>Refund</u>
92.24/20	Jonathon Vazquez 10 Dylan Blvd Barnegat, NJ 08005	1/1/22	\$9,431.32	\$4,693.90

THEREFORE BE IT RESOLVED by the Township Committee, County of Ocean, State of New Jersey, do hereby authorize a Veteran's property tax exemption discharge of debt for the 2022 taxes, and refund be issued to said homeowner for \$4,693.90 as referenced.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on September 6, 2022

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2022-268

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE MUNICIPAL CLERK TO ADVERTISE FOR FULL TIME OR PART TIME EMPLOYMENT FOR THE TOWNSHIP FOR THE YEAR 2022

WHEREAS, the Township may have a need of full-time or part-time personnel to help meet the demands placed on a Department throughout the year; and

WHEREAS, employment positions are advertised in a local publication by the Municipal Clerk; and

WHEREAS, time may be of essence for certain available positions and need to be advertised immediately; now

THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Barnegat that the Municipal Clerk is hereby authorized to advertise for full-time or part-time personnel that should arise for the year 2022 as directed by the Township Administrator.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their regular meeting held on the 6th day of September, 2022 in the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.

Donna M.Manno, RMC
Municipal Clerk

RESOLUTION 2022-269

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, RECOGNIZING SEPTEMBER 17 THROUGH SEPTEMBER 23 AS CONSTITUTION WEEK

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2022, marks the Two Hundred Thirty Fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

WHEREAS: The Township Committee asks our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained; and

NOW THEREFORE BE IT RESOLVED on this 6th day of September, 2022 by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey recognizes September 17th through September 23rd as Constitution Week.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on September 6, 2022.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2022-270

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING PARTICIPATION IN THE ELECTRONIC TAX SALE PROGRAM

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Government Services; and

WHEREAS, the Director of the Division of Local Government Services has promulgated rules and regulations for the electronic tax sale program; and

WHEREAS, the Director of the Division of Local Government Services has approved NJ Tax Lien Investors/RealAuction.com to conduct said programs; and

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process; and

WHEREAS, the Township of Barnegat wishes to participate in the program for an Electronic Tax Sale,

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, that the Tax Collector is hereby authorized to participate in the Electronic Tax Sale

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on September 6, 2022

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2022-271

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING TAX COLLECTOR TO REMOVE BILLING
DUE TO ASSESSING ERROR**

WHEREAS, Block 90.54 Lot 5 & 6 were subdivided and new parcels have been created

WHEREAS, the properties were not removed from the tax rolls in the Assessor's office, which then created a billing in the tax office,

WHEREAS, the said parcels should not have been billed, therefore taxes should be deleted of record

THEREFORE BE IT RESOLVED, by the Township Committee of the County of Ocean, State of New Jersey that the Tax Collector is hereby directed to adjust her records accordingly.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on September 6, 2022

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION NO. 2022-272

**RESOLUTION OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING EXECUTION OF
DEVELOPER'S AGREEMENT FOR PHASE 10 OF
PARAMOUNT ESCAPES AT OCEAN BREEZE**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, (the "Township") has negotiated with Paramount Homes at Forest Hills, LLC (the "Developer") with regard to a Developer's Agreement for Phase 10 at the Paramount Escapes at Ocean Breeze development (the "Project"); and

WHEREAS, the parties have negotiated a Developer's Agreement in order to resolve issues related to the Affordable Housing Phasing schedule and outstanding building permits as well as installation of water improvements and additional issues; and

WHEREAS, the Township has prepared the Developer's Agreement which will provide that the Township can issue temporary certificates of occupancy as well as certificates of occupancy in order to get pending buyers in their homes to ensure that the Developer complies with the Affordable Housing Phasing schedule required by its approvals, the Township ordinances, and state regulations; and

WHEREAS, the Township finds it's necessary and appropriate to authorize the execution and recording of the Developer's Agreement; and

NOW THEREFORE BE IT RESOLVED on this 6th day of September 2022, by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

DASTI & ASSOCIATES

ATTORNEYS AT LAW

310 Lacey Road
P.O. Box 779
Forked River, N.J. 08731

1. The Township authorizes the execution of the Developer's Agreement for Phase 10 of Paramount Escapes at Ocean Breeze located in the Township of Barnegat at Forest Hills, LLC.

2. The Township authorizes the Mayor, Township Administrator, Township Clerk, and any other Township official to execute any and all documents to implement the intent of this resolution. The Developer's Agreement will be recorded in the Office of the Ocean County Clerk.

3. The Developer's Agreement is on file with the Office of the Township Clerk and can be viewed during normal business hours.

4. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:

- (a) Albert Cirulli, Mayor;
- (b) Martin J. Lisella, Township Administrator;
- (c) Kurt Otto, Township Engineer;
- (d) Roger Budd, Water/Sewer Supervisor
- (e) Louis Fisher, Construction Official
- (f) Stephan R. Leone, Esq.
- (g) John Paul Doyle, Esq.
- (h) Mike A. Jedziniak, Esq.
- (i) Christopher J. Dasti, Esq., Township Attorney

DASTI & ASSOCIATES

ATTORNEYS AT LAW

310 Lacey Road
P.O. Box 779
Forked River, N.J. 08731

CERTIFICATION

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on September 6, 2022, a quorum being present and voting in the majority.

Donna M. Manno, RMC
Municipal Clerk

Prepared by:

DASTI & ASSOCIATES, P.C.

DASTI & ASSOCIATES

ATTORNEYS AT LAW

310 Lacey Road
P.O. Box 779
Forked River, N.J. 08731

DEVELOPER'S AGREEMENT FOR
PHASE 10 OF PARAMOUNT ESCAPES AT OCEAN BREEZE

THIS DEVELOPER'S AGREEMENT is made on **6th day of September 2022** (the "Effective Date"), between the **TOWNSHIP OF BARNEGAT**, a municipal corporation in the County of Ocean, State of New Jersey, having its principal offices at 900 West Bay Avenue, Barnegat, New Jersey 08005 (hereinafter "Township"), and **PARAMOUNT HOMES AT FOREST HILLS, LLC**, having its principal offices at 2431 Atlantic Avenue, Unit 1, Manasquan, New Jersey 08736 (hereinafter "Developer").

FACTUAL RECITALS

WHEREAS, the Developer is the owner of the and development known as Section 10 of the Paramount Escapes Ocean Breeze subdivision, which is also known as Block 90, Lot 1301; Block 90.22, Lot 2; and Block 92, Lot 37 on the Tax Map of the Township of Barnegat ("the Property"); and

WHEREAS, the Developer applied for and received amended preliminary and major subdivision approval for Sections 6 through 8 to create new Section 10 pursuant to Barnegat Township Planning Board Resolution P-2008-12, Docket No. PB-03-19 which was approved on July 31, 2008 and the Resolution was adopted on February 26, 2008 a copy of said resolution of approval is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Developer has received subdivision approval from the Barnegat Township Planning Board to permit the construction of a residential inclusionary development known as Paramount Escapes at Ocean Breeze ("the Project"); and

WHEREAS, the Project will include the construction of 506 units sold at market rates and 56 units affordable to low and moderate-income households in the region ("Affordable Units");

and

WHEREAS, as of the date of the execution of this Agreement, 255 Certificates of Occupancy have been issued for market rate units and 7 Certificates of Occupancy have been issued for Affordable Units; and

WHEREAS, in order to comply with the affordable housing regulations, Developer must secure Certificates of Occupancy for an additional 21 affordable units (for a total of 28) before any additional final Certificates of Occupancy are issued for market rate units; and

WHEREAS, as a result of the Planning Board approval, Sections 6 through 10 include a total of 233 units and the total number of units in the entire development is 562 units; and

WHEREAS, pursuant to Planning Board approval the 29 Affordable Units originally located in Sections 6 through 8 would be relocated to the new Section 10 and the Developer is required to complete a total of 56 Affordable Units; and

WHEREAS, pursuant to approval, the Developer is required to build the Affordable Units in accordance with the Council on Affordable Housing (“COAH”) schedule and the Township’s development ordinances which requires as follows:

Percentage of Affordable Housing Units Completed	Percentage of Market Housing Units Completed
0%	25%
10% (7 Units)	25% + 1
50% (28 Units)	50%
75% (42 Units)	75%
100% (56 Units)	90%

WHEREAS, the Developer has fallen behind delivering the Affordable Units, and as a result there is an issue with regard to the issuance of Certificates of Occupancy for the market-rate units which have been built in violation of the Affordable Housing schedule; and

WHEREAS, the Township finds its necessary and appropriate to authorize execution of this Agreement in order to memorialize the agreement between the parties as to the build out of the development.

NOW, THEREFORE, on **this 6th Day of September 2022** in consideration of the foregoing the sum of One (\$1.00) Dollar lawful money of the United States of America, each to the other in hand paid, at or before the signing of this Agreement, the receipt of which is hereby acknowledged by each party, and in consideration of the mutual covenants, agreements, conditions, understandings, and undertakings hereafter contained and set forth, the parties hereto hereby agree as follows:

1. As of the date of execution of this Agreement, Developer acknowledges that it has fallen behind in the affordable housing phasing schedule for Phase 10. Currently the Developer has completed and received Certificates of Occupancy for 255 market rate units and 7 Affordable Units.

There are currently 31 market rate units that have received building permits and are currently under construction and there are currently 24 Affordable Units under construction.

In order to comply with the affordable housing phasing schedule, the Developer is required to receive a Temporary or Final Certificate of Occupancy for 21 of the current 24 Affordable Units under construction in order to comply with the affordable housing phasing schedule.

2. **Water Lines and Electric Hookup.** The Developer previously received water extension permits and treatment works approvals for each section of the Project. However, the New Jersey Department of Environmental Protection (“NJDEP”) permits have expired for Section 8. Developer resubmitted its application with the NJDEP to receive approval. Atlantic City Electric is requiring that the main electric service be looped within Dusty Miller.

Drive and Paramount Escapes Road between Sections 1 and 4 through Sections 5, 6, 7 and 8 to provide electric service to the Affordable Units under construction in Section 10. Atlantic City Electric requires the roads to be constructed and utilities infrastructure to be installed before it will furnish electric service to Section 10.

The Developer shall construct dry water main and laterals along Dusty Miller Drive (within Section 8) to Section 10, a distance of roughly 1,000 linear feet, which will facilitate electric service to Section 10 by Atlantic City Electric. The Developer shall not run water service through those lines until it receives its NJDEP water extension permits and all other required approvals from governmental entities to run the water service. Contemporaneously with the execution of this Agreement, Developer shall execute Indemnification and Hold Harmless Agreement in favor of the Township to undertake the installation of the dry water lines. The installation of the dry water lines shall comply with all other local, state, or federal regulations and shall receive any permits or approvals necessary for the installation of dry lines prior to installation.

3. **Affordable Housing Phasing Schedule/Certificate of Occupancy.** Immediately upon the execution of this Agreement, Developer shall begin installing the dry water line in order to apply and receive electric connection from Atlantic City Electric. Developer shall have 100 days from the date of this Agreement, as may be extended pursuant to the tolling provisions set forth in Paragraph 4 below, to complete its dry water line improvements, receive connection with Atlantic City Electric, complete the 21 Affordable Units and receive Temporary or Final Certificates of Occupancy for said units in order to comply with the phasing schedule.

Upon completion of the dry lines same will be inspected and approved as completed by the Township Engineer and the Township's professionals.

In order to ensure compliance with this schedule, the Township shall issue Temporary Certificates of Occupancy ("TCOs") for each affordable housing and/or market rate unit currently

under construction that meets all of the requirements to receive a TCO. Said TCOs for the 31 market rate units currently under construction shall be issued with a \$500 per week fine which shall accrue for each and every week until the Developer meets the Affordable Unit phasing schedule by securing Temporary or Final Certificates of Occupancy for at least 21 Affordable Units. The \$500 per week fine for each TCO shall relate back, regardless of the issuance date of the TCO, and begin to accrue upon the Effective Date of this Agreement. The \$500 per week fine will be held in abeyance and not enforced provided the Developer meets the 100-day phasing schedule requirement. Upon the Developer's application for the Temporary or Final Certificate of Occupancy for the 21st Affordable Unit within 100 days of this Agreement or as may be tolled as set forth below, the fines will be discharged.

4. **Tolling.** Upon completion and inspection of the installed the dry water lines as required by Paragraph 2 hereof, the Developer shall notify Atlantic City Electric that it is ready for installation of electric service through Section 8 and to the Affordable Units and shall copy the Township on said notice. Thereafter, and provided the Developer is not responsible for causing the delay, the \$500.00 per week penalty provision of this Agreement shall be tolled until such time as Atlantic City Electric completes the electrical hookup. Upon final inspection of said electric service, the penalties will continue to accrue.

By way of example, but not limitation, if this Agreement is signed on September 1, 2022, the Developer installs the dry water lines by October 1, 2022, and thereafter, Atlantic City Electric installs the electric with final inspection on December 1, 2022, the \$500 weekly penalties would have accrued from September 1 to October 1, and would be tolled until December 1. On December 2, 2022, the penalties would continue to accrue.

If Developer fails to comply with the extended phasing schedule as set forth herein, then the Township shall be entitled to enforce the accrual of the fines pursuant to the Penalty Enforcement Act.

In addition to the above, the 100-day deadline shall be tolled each day the Barnegat Township School District is closed due to inclement weather. Tolling of the deadline may also occur based upon additional force majeure, upon consent of the Township, which shall not be unreasonably withheld.

5. **Bonding.** Contemporaneously with the execution of this Agreement, Developer shall post bond or cash bond in the amount of **\$200,000.00** the purpose of which is to cover the cost and/or accrual of fines to the extent the Developer fails to complete the affordable housing phasing within 100 days. The Developer further agrees that, should it fail to meet the phasing schedule deadline as set forth herein, it shall surrender the bond to the Township. If the amount of the bond is insufficient to cover the fines, the Developer shall be liable for the deficiency.

6. **Remaining Affordable Housing Unit Phasing Schedule.** 75% of the Affordable Units required for the Project, 42 in total, shall be completed and receive Temporary or Final Certificates of Occupancy on or before March 1, 2023 as may be extended based upon the tolling provisions set forth above. Assuming the Developer secures Temporary or Final Certificates of Occupancy for the 24 Affordable Units currently under construction in Section 10, the 75% benchmark will be achieved by construction of at least 11 additional Affordable Units. Regardless of the status of additional market rate units, Developer shall complete the 75% affordable housing phasing schedule ahead of its completion of 75% of the market rate units on or before March 1, 2023.

7. **Stop Work Order.** Immediately upon the Effective Date of this Agreement, the Township shall issue a Stop Work Order any new market rate building permits for the Project. The stop work order will remain in effect until the Developer meets the phasing schedule requirements for the Affordable Units which, as of the date of this Agreement, requires the Developer to receive an additional 21 Certificates of Occupancy for Affordable Units currently under construction.

Once the Developer achieves initial compliance with the affordable housing phasing requirement, the Stop Work Order will become null and void without further action by the Township, and the Developer will be free to pull building permits on the market rate units as long as it complies with the provisions set forth in Paragraph 6 above. If the Developer violates any provision in Paragraph 6, the Stop Work Order will be reinstated until the Developer achieves compliance with same.

8. **Reimbursement to the Township for Fees and Costs.** Upon the execution of this Agreement, Developer shall issue a check to the Township in the amount of \$35,000.00 representing reimbursement to the Township of Barnegat for fees and costs incurred by the Township including, but not limited to professional fees, site monitoring fees, expenses, as well as penalties that the Township could have assessed to date.

9. **Performance Guarantee.** The Developer acknowledges that it has posted all Performance Guarantees required by the Township to date for Section pursuant to N.J.S.A. 40:55D-53.

In the event the Developer defaults under its obligations as provided herein, and said obligations are satisfied by Developer's surety to the satisfaction of the Township Engineer, Developer hereby authorizes the Township, upon demand of the Developer's surety, to turn over all or part of the sum posted to secure performance hereunder, or to use a cash bond, if any as

provided under the Municipal Land Use Law N.J.S.A. 40:55D-1 et seq.

A reduction in the Performance Guarantee is permitted at the discretion of the Township Engineer.

10. That Developer covenants and agrees that all buildings, structures, and any other improvements erected by it on site shall be constructed and equipped strictly in accordance with the Code of the Township of Barnegat and the provisions of all other applicable ordinances, resolutions, rules and regulations of the Township, the Planning Board, the Board of Health, and any State, Township or County Department or agency.

11. Notwithstanding anything contained herein to the contrary, Developer shall comply with all approvals for the Property.

12. That Developer shall erect all improvements in strict accordance with the Plans and the Resolution, along with any conditions contained therein.

13. That Developer agrees to keep any streets, whether Township streets or otherwise, used by trucks or equipment of Developer or its agents, broom clean in regard to its use of those streets and also agrees to use every effort to lay approved material to prevent dust from blowing on other houses in the Township during excavation and construction of the development. Should Developer fail or neglect to do either as stated in this Paragraph, upon twenty-four (24) hours written notice from the Township Engineer, informing it of failure to do so, and then further neglects, the Township may perform such work and Developer agrees to reimburse the Township for same. This Paragraph is not intended to relieve Developer of duties or obligations under any existing municipal ordinance but is rather intended to provide an additional remedy to the Township and to permit the Township to recover the costs of such corrective work. This Paragraph shall also apply to the removal of snow and ice from any street or roadway constructed by

Developer which is open to the public, but which has not been accepted by the Township. Any Developer permitting dirt, dust, debris, mud, rock or similar material to accumulate or remain upon any Township street shall remain subject to a citation returnable in municipal court for violation of appropriate municipal ordinances.

14. That Developer shall provide for the use of all persons employed in the construction of all of the aforesaid development easily accessible water and toilet facilities. Developer shall provide water closets and portable toilets. Such toilet facilities shall be installed within twenty-four (24) hours of the time work has been commenced, and their use shall be terminated upon approval of the Board of Health within twenty-four (24) hours of the time work has been completed.

15. The Township will authorize the Construction Official of the Township of Barnegat to issue building permits for the development on the site shown on the applicable portion of said Plans upon the compliance by Developer with all the terms and conditions herein contained and contained in Resolution, and any applicable ordinances, rules or regulations and any other applicable state regulations including but not limited to, rules or regulations, or approvals required by the Department of Community Affairs, and compliance with the terms and installation of the remaining improvements as set forth in this Agreement. Developer shall provide and file with the Township Engineer two (2) complete sets of as-built improvement plans and profiles, one (1) set of translucent prints and one (1) set of black-on-white paper prints, showing actual construction, as approved, prior to a full release of performance guarantee.

16. That Developer shall appoint a job superintendent, whose name, home address and phone number shall be furnished to the Township Engineer; and no work, other than sales, shall be performed on the site by Developer, its agents, employees, servants or subcontractors between the hours required by Township ordinance.

17. That this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

18. It is understood and agreed that the obligations imposed upon Developer under this Agreement shall not constitute an estoppel against the Planning Board or the Township nor relieve Developer from complying with all other federal, state, county, and local requirements.

19. Prior to the commencement of site work, Developer, or job superintendent, and Developer's contractor shall meet with the Township Engineer and Township Landscape Architect, if applicable, for a pre-construction conference to discuss the anticipated construction schedule, procedures of construction, and any particular requirements of the Engineer.

20. The Township, its consultants, employees and agents shall be given free access to observe construction associated with the approved Plans. The purpose of such observations shall be limited to providing the Township with an opportunity to determine that such improvements will be constructed in accordance with Developer's approved Plans and the Resolution. The Township or its representatives, consultants, employees or agents shall not supervise, direct or have control over Developer's work during such observations or as a result thereof, nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Developer, for safety precautions and programs incident to the work of Developer or for any failure of Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders.

21. That Developer shall hold harmless, indemnify and defend the Township, its representatives, consultants, employees and agents from any and all liabilities, claims, losses or damage arising or alleged to arise from the construction of the improvements included in the relevant approval but not including such liabilities, claims, losses or damage arising from the sole

negligence of the Township, its representatives, consultants, employees and agents. In the event the Township is involved in any litigation, or other similar action, whether initiated by the Township or others, which action relates in any way to the terms of this Developer's Agreement or the Developer's performance hereunder, the Developer agrees to pay and reimburse the Township for any and all costs and expenses, including but not limited to, attorney's fees, court costs, and expert witness fees. The Township shall have the option of having such fees taxed in the underlying action while maintaining a separate action for same.

22. That Developer shall purchase and maintain during construction of said improvements a Comprehensive General Liability Insurance Policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence and One Million (\$1,000,000.00) Dollar's aggregate. The coverage shall include endorsements for Broad Form Property Damage; explosion, collapse, and underground hazards; completed operations; and contractual liability. The contractual liability coverage shall specifically apply to the above indemnification clause. All liability coverages shall be on an occurrence basis.

23. Certificates of Insurance evidencing the above-referenced coverage shall be provided to the Township before work on the improvements begins.

24. In the event, the Developer defaults under its obligations as set forth herein, the Township Engineer shall send written notice to the Developer advising of failure to comply. In addition, the Township has other rights as set forth herein, if the Developer has not complied within thirty (30) days following receipt of the written notice, Township may perform the necessary work to achieve compliance (provided however that the Township shall not have to wait the aforesaid 30 days in the event of an actual emergency), and the Developer shall reimburse the Township for the cost to perform such work. The Developer authorizes the Township to deduct the sums posted

to secure performance hereunder including reasonable court costs and attorney's fees and cost by the Township as a result of such default. In the event that said court costs and attorney's fees exceed the amount deposited herein, the Developer shall be liable to the Township for any such excess and the Developer's obligations under this Agreement shall continue in full force and effect.

25. This Agreement is intended to govern approved development within the Township whether such approval was in the form of preliminary and/or final major site plan and/or preliminary and/or final subdivision, and such terms are to be freely substituted for each other where the context and the nature of the approvals require.

26. This Agreement shall not be assignable without the written consent of the Township of Barnegat. Any Assignment of the Agreement shall be a condition upon the posting of performance guarantees, if any, and the execution of documents deemed appropriate by the Township Attorney for the purposes of securing the Township's interest in the same extent as presently secured at the time of the entering of this Agreement and compliance with the State and Township Municipal Land Use Law.

27. This Agreement contains the entire Agreement between the parties hereto and no statement, promise or endorsement made by any party hereto, or agent of any party hereto, which is not contained in this written contract, or the instruments incorporated herein by reference, shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing, signed by the parties. Nothing herein shall be deemed a waiver of other existing municipal construction requirements, or any conditions contained in the Resolution.

28. This Developer's Agreement shall be interpreted under and governed by the laws of the State of New Jersey and if the enforcement of any action shall be in Ocean County.

29. **Notices.** All notices required or permitted under this Agreement shall be in writing and sent to the following:

For the Developer:

Stephan R. Leone, Esq.
John Paul Doyle, Esq.
Mike Jedziniak, Esq.
Carluccio, Leone, Dimon, Doyle & Sacks, LLC
9 Robbins Street
Toms River, NJ 08753

For the Township:

The Office of the Township Administrator
Township of Barnegat
900 W. Bay Avenue
Barnegat, NJ 08005

Copy to:

Christopher J. Dasti, Esq.
Dasti & Associates
310 Lacey Rd.
Forked River, NJ 08731

30. This Developer's Agreement shall be recorded in the Office of the Ocean County Clerk.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Township and Developer have caused these presents to be signed and attested by their respective corporate officers and their respective corporate seals to be affixed hereto the day and year first above written.

ATTEST:

TOWNSHIP OF BARNEGAT

Donna M. Manno, Township Clerk

By:_____
Alfonso Cirulli, Mayor

ATTEST:

**PARAMOUNT HOMES AT
FOREST HILLS, LLC**

By:_____

STATE OF NEW JERSEY }
 } SS:
COUNTY OF OCEAN }

I CERTIFY that on _____2022, Alfonso Cirulli personally came before me and the acknowledged under oath, to my satisfaction, that:

- (a) He is the Mayor of Barnegat Township; and
- (b) He signed and delivered this document as his act and deed.

Date: _____, 2022.

Notary Public of the State of New Jersey

STATE OF NEW JERSEY }
 } SS:
COUNTY OF OCEAN }

I CERTIFY that on _____2022, _____ personally came before me and the acknowledged under oath, to my satisfaction, that:

- (a) He is the manager member of Paramount Homes at Forest Hills, LLC;
- (b) He is authorized to sign this document; and
- (c) He signed and delivered this document as his act and deed.

Date: _____, 2022

DASTI ASSOCIATES

Christopher J. Dasti

Jeffrey D. Cheney
Brian R. Clancy
Brigit P. Zahler*

*Also admitted in NY

A Professional Corporation
Attorneys At Law
310 Lacey Road
P.O. Box 779
Forked River, New Jersey 08731
609-549-8990
Fax: 609-549-5043
www.DastiLaw.com

File No.: GL-1361

August 29, 2022

Via Email

Donna M. Manno, Township Clerk
Township of Barnegat
900 West Bay Avenue
Barnegat, NJ 08005

Re: Resolution re Authorizing Execution of Developer's Agreement Paramount Homes

Dear Donna:

I am still waiting to receive back the signed Developer's Agreement from the Developer. Once same is confirmed, I will forward to you so it can be signed by the Township. In anticipation, attached is a Resolution that can be placed on the agenda for the September 6 meeting authorizing execution of the Developer's Agreement.

If you have any questions, please let me know

Very truly yours,

/s/ Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD:ll

Enc.

cc: Mayor Alfonso Cirulli-via email
Martin Lisella, Township Administrator-via email
Kurt Otto, Township Engineer-via email
Roger Budd, Supervisor-via email
Louis F Fischer, Construction Official-via email

RESOLUTION 2022-273

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING AN EMPLOYMENT SEPARATION BETWEEN THE TOWNSHIP OF BARNEGAT AND RICHARD CHRISTENSEN

BE IT RESOLVED, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that this governing body hereby authorizes the employment separation of Richard Christensen effective as of July 31, 2022.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ, on September 6, 2022.

: _____
Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2022-274

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING A PAID MEDICAL
LEAVE TO WILLIAM MICHELS**

BE IT RESOLVED by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean State of New Jersey that a paid medical leave is hereby granted to William Michels effective August 8, 2022 until October 28, 2022.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on September 6, 2022.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2022-275

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE TOWNSHIP CLERK TO ADVERTISE FOR RFP FOR PROFESSIONAL SERVICES 2023

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Municipal Clerk is hereby authorized to advertise for the receipt of RFP for Professional Services for 2023.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey hereby certify that the foregoing resolution was duly adopted by the Township Committee at a meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 6th day of September, 2022.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2022-276

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ALONG WITH OCEAN COUNTY OPPOSING THE PROPOSED INCREASES TO THE STATE HEALTH BENEFITS PROGRAM

WHEREAS, the State Health Benefits Program (SHBP), governed by N.J.S.A. 52:14-17.25 et seq., offers medical, prescription drug, and dental coverage to qualified State and participating local government public employees, retirees, and eligible dependents; and

WHEREAS, all SHBP plans are self-funded meaning that the money paid out for benefits comes directly from a SHBP fund supplied by the State, participating local employers, and member premiums; and

WHEREAS, the Division of Pensions and Benefits is responsible for the daily administrative activities of the SHBP, the State Health Benefits Commission is the executive organization responsible for overseeing the SHBP; and

WHEREAS, the State Health Benefits Commission, comprised of state officials and union representatives, annually consider the calendar year premium levels for the Local Government Employer Group of the SHBP based on recommendations found in the Rate Setting Recommendation Analysis of the Local Government Employee Group; and

WHEREAS, the preliminary rate increase for the 2023 Local Government Employer Group is 22.8%, which includes a 21.6% increase for Active, a 13% increase in Early Retiree, and a 0.7% increase for Medicare Retiree; and

WHEREAS, subsequent news accounts has Department of Treasury noting “rates for active members and early retirees would likely be increase between 12-20% across the various plans for the upcoming year”; and

WHEREAS, such proposed exorbitant rate increases will fall upon the local property taxpayer along with the local public employees at a time where there is record inflation; and

WHEREAS, the proposed premium increase for most active employees will take thousands more out of their paychecks annually and lead to huge costs for local governments that will translate into higher property tax bills for struggling families; and

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Barnegat in the county of Ocean, State of New Jersey urge the State Health Benefit Commission to reconsider the rate increase and strike a rate increase that is appropriate in the current economic conditions; and

BE IT FURTHER RESOVLED, that the governing body of the Township of Barnegat in the county of Ocean, State of New Jersey urge the legislature to adopt legislation expanding the composition of the State Health Benefits Commission to include representatives from both municipal and county government management; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Governor Murphy, State Treasurer Muoio, Senate President Scutari, Assembly Speaker Coughlin, Senator Christopher Connors, Assemblywomen, Dianne Gove, Assemblyman, Brian Rumpf, and New Jersey State League of Municipalities.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee of the Township of Barnegat at their regular meeting held on the 6th day of September 2022, in the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.

Donna M. Manno, RMC
Municipal Clerk

NJAFL-CIO AFSCME AFT AAUP CWA FMBA IBEW
IFPTE OPEIU PBA PFANJ STFA ST- NCO STSOA

August 23, 2022

VIA Email

Re: Proposed SHBP rate increase

Dear Governor Murphy,

The undersigned unions, representing tens of thousands of members in the State Health Benefits Program, believe that the recent Aon recommended increase in SHBP rates, if implemented, will cause a financial crisis for New Jersey workers, the public and State and local governments. An increase in health care premiums of between 20% - 24% for nearly 1 million healthcare consumers will have a massive inflationary impact for those families and for the State as a whole. These increases will strike a blow against your efforts to make a "stronger fairer" New Jersey that is more affordable for middle class families, and they may even set the stage for creating a higher market rate for healthcare overall in the State. **These increases cannot be allowed to go into effect.**

Here are some of the problems with the proposed increases:

- A. The increases are at least partially based upon higher rates of utilization connected with the pandemic, and specifically connected with the period of time that elective surgeries and medical visits were not available, leading to a rise in these surgeries and visits after the pandemic. This should be a temporary trend, and should be balanced by the period of time such visits were not taking place, allowing reserves or surpluses to be built up, which went directly into the General Fund.
- B. In addition to the fact that we do not believe that there is actual justification for these steep increases overall, we are perplexed at a proposal for an 8% increase in premiums for Rx at a time when both the State and the Federal Government are focused on the price gouging of this industry and the need to drive costs down. (Surely, it is not the expectation that as the cost of pharmaceuticals are driven down for individuals the industry will be able to overcharge institutional payers like the State.)
- C. You may not be aware of this, but the Management side of the Plan Design Committee has been unilaterally cancelling meetings and there has been an obvious and significant change in its attitude toward working cooperatively with the Unions to provide quality and affordable healthcare. This change is obvious to those of us who have worked on healthcare issues both prior to the Murphy Administration and since your election. Our

cooperative work resulted in plan redesign and shared savings in excess of \$1billion dollars without a reduction in quality of care. It is extremely disturbing to us that this cooperative effort seems to have been abandoned by Management.

- D. It is incomprehensible to us that there was no prior knowledge at the time of the State budget that there would be increases of this magnitude. If that is case, then we question the competency of the Aon and management of the Division of Pensions & Benefits. (How could a Division of the Department of Treasury not be aware that the State was in budget negotiations and not recommend some allocation of ARP money to pay for temporary costs due to COVID?)
- E. If the dramatic and unprecedented increases in premiums proposed by Aon are implemented, it will likely drive local governments out of the SHBP in search of more cost-effective plans. That in turn will reduce the pool of SHBP participants, likely resulting in increased costs.
- F. The proposed premium increases are significantly higher than increases in other large public healthcare plans, raising questions regarding the performance of our plan administrators and raising questions about the reliability of Aon to accurately calculate and predict premium trends.
- G. Besides anomalous increases related directly or indirectly to Covid, a significant portion of the recommended increases are due to alleged failures by Horizon to deliver promised savings and increased “administrative fees.” For both Local Government and State, Aon says it cannot credit at least 3.5% in savings that was promised by Horizon in 2022, so this is added back to premiums in the 2023 recommendation. For both units, administrative fees and “additional margin” add another 2.5%. These two factors make up 6% of the premium increase. It would be outrageous to pass on costs to taxpayers, employers and employees, for increases admin fees and Horizon’s missteps when the carrier has failed to meet its commitments.

We recommend the following:

- 1) **That the State freeze worker healthcare contributions at current levels.** New Jersey’s middle class is suffering enormously under the weight of inflation. Increases in healthcare costs at this time will wipe out any relief that will be provided by the Anchor program and will result in enormous pressure for wage increases as part of collective bargaining.
- 2) ARP and surplus money should be appropriated for increases attributable to COVID. Increases in costs to Local and County Governments will result in property tax increases, again wiping out the relief provided by the Anchor program. (Permanent property tax increases are a poor solution to what may be a temporary trend.)

- 3) That AON is questioned carefully regarding its recommended cost increase. We think it is too high and a careful review and reconsideration could result in a lower recommendation.
- 4) Both short and long-term savings can be achieved by:
 - a. Clawing back premiums from Horizon where it failed to implement the Navigator system and reviewing the system for efficacy;
 - b. Reviewing the system of auditing bills. There is a question as to whether the SHBP is being overcharged or is subsidizing losses in the healthcare industry due to COVID.
 - c. Engaging in a long-term review of mental healthcare, and building out a genuine labor-management model for treatment of work-related or impacted mental health issues and substance abuse.
 - d. Addressing price gouging by the pharmaceutical and hospital industries;
 - e. Through cooperation with union partners, properly using the size and impact of the State Health Benefits Program and School Employees Health Benefits Program to impact the market, lower costs, and set rates for healthcare cost drivers.

We stand ready and willing to work with you, as we have for the past several years, to promote quality healthcare while containing costs. We must work together immediately to prevent these increases from going into effect.

Yours truly,

Charles Wowkanech, NJ State AFL-CIO

Steve Tully, AFSCME

Donna Chiera, AFT NJ

Tim Haresign, AFT State Council

Patrick Nowlan, AAUP

Fran Ehret, CWA

Dave Krueger, FMBA

Lisa Ginther, IBEW Local 30

Gerald Newsome, IFPTE Local 195

Dan Oliveira, NJ State Troopers NCO Association

Frank Serratore, NJ STSOA

Bill Henning, OPEIU Local 1032

Patrick Colligan, PBA

Matthew Caliente, PFANJ

Wayne Blanchard, STFA

RESOLUTION 2022-277

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY APPOINTING CROSSING GUARDS TO NON-UNION POSITIONS

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed as Crossing Guards, a non-union position, for the 2022/2023 school year:

Karen Congleton
Marna DiPietrantonio
Penny Hodgdon
Mackeline Hodgdon
Anna Lomicky
Edda McCulley

Kevin Meiners
Carmen Parrillo
Carl Renn
Linda Renn
Harold Roberts
Casper Sabatino

Robert Schano
Kathleen Steeb
Deborah Stewart
Katherine Stockley
Steven Tyrell

Alternate Guards:

Robert Curella
Janice Scanlon

Mikia Yager

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat, NJ on the 6th day of September, 2022

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2022-278

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE REFUND OF ESCROW DEPOSITS

WHEREAS, the Municipal Land Use Law allows for refunding of unused escrow deposits, Cash Bonds, and accumulated interest; and

WHEREAS, Barnegat Township has received deposits for Review, Inspection fees and Cash Bonds; and

WHEREAS, it has been determined that the various applications and projects listed below have been withdrawn, or have received approval for release:

HOLLY OAKS LLC (HANNAH LEE)
CLAYTON COMPANIES/LUMBERMAN'S
BLOCK 174 LOTS 35 & 37
PB 93-02
ACCOUNT # 7200037279
PLANNING BOARD REVIEW ESCROW \$ 1.00
SITE INSPECTION ESCROW \$ 13,164.95
ACCRUED BANK ACCOUNT INTEREST \$ 3.52

THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Barnegat that the Finance Officer is hereby directed to refund the remaining escrow Deposits, cash bonds and accumulated interest to the above applicants.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township at their regular meeting held on the 6th day of September 2022 at The Municipal Complex, 900 West Bay Avenue, Barnegat, NJ.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2022-279

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING PROGRESS PAYMENT #18 TO FRANKOSKI CONSTRUCTION CO. FOR THE NEW MUNICIPAL BUILDING

WHEREAS, Frankoski Construction Co., 314 Dodd Street, East Orange, NJ, has previously been awarded a contract for the New Municipal Building; and

WHEREAS, Frankoski Construction Co., has submitted a request for Payment #18 in the amount of \$329,319.63; and

WHEREAS, the Project Architect has inspected and reviewed the documents submitted by the contractor and all are in order and recommend payment of the voucher submitted; now

THEREFORE, BE IT RESOLVED, by the Township Committee of The Township of Barnegat, County of Ocean, State of New Jersey that Payment #18 in the amount of \$329,319.63 is hereby approved, the Chief Financial Officer is hereby authorized to issue a check to Frankoski Construction Co., 314 Dodd Street, East Orange, NJ in the amount of \$329,319.63 representing Payment #18 for work completed on the New Municipal Building

Original Contract Sum:	\$ 12,964,000.00
Net Change by Change Orders:	<u>\$ 521,199.90</u>
Contract Sum to date:	\$ 13,485,199.90
Total completed & stored to date:	\$ 8,221,739.72
Less Retainage of 2%:	\$ 164,434.79
Total earned less retainage:	\$ 8,057,304.93
Less previous payments:	\$ 7,727,985.30
Current Payment Due:	<u>\$ 329,319.63</u>
Balance to Finish including Retainage:	\$ 5,427,894.97

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat New Jersey on September 6, 2022.

Donna M. Manno, RMC
Municipal Clerk

APPLICATION AND CERTIFICATION FOR PAYMENT

A/A DOCUMENT G702

TO OWNER:	Township of Barnegat 900 West Bay Avenue Barnegat, NJ 08005	PROJECT:	BMP New Municipal Building 900 West Bay Avenue Barnegat, NJ 08005	APPLICATION NO:	18	Distribution to:	OWNER: <input checked="" type="checkbox"/>
FROM CONTRACTOR:	Frankoski Construction Co. 314 Dodd Street East Orange, NJ 07017	VIA ARCHITECT:	The Goldstein Partnership 515 Valley Street, Suite 110 Maplewood, NJ 07040	PERIOD TO:	August 15 2022	ARCHITECT: <input checked="" type="checkbox"/>	CONTRACTOR: <input checked="" type="checkbox"/>
				CONTRACT DATE:	October 6, 2020	FIELD: <input checked="" type="checkbox"/>	OTHER: <input type="checkbox"/>
				PROJECT NOS:	BMP		


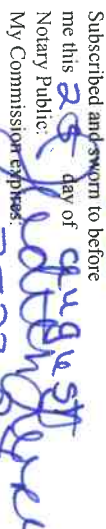
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
A/A Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$12,964,000.00
2. NET CHANGE BY CHANGE ORDERS	\$521,166.00
3. CONTRACT SUM TO DATE (Line 1, 2)	\$13,485,166.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$8,221,739.72
5. RETAINAGE:	
a. 2 % of Completed Work	\$164,434.79
b. 2 % of Stored Material	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$164,434.79
6. TOTAL EARNED LESS RETAINAGE	\$8,057,304.93
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$7,727,985.30
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$329,319.63
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$5,427,861.07
(Line 3 minus Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$574,399.90	(\$53,233.90)
Total approved this month	\$0.00	\$0.00
	TOTAL	(\$53,233.90)
NET CHANGES by Change Order		\$521,166.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: By:  Date: 8/25/2022
State of: Essex
County of: Essex
Subscribed and sworn to before me this 25 day of August 2022
Notary Public: 
My Commission expires: 2-27-24
JUDITH A. LUSCHER
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2382926

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$329,319.63
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm with the amount certified.)

ARCHITECT: By:  Date: 8/26/2022
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document, G702™ – 1992, Application and Certification for Payment, or G732™ – 2009,

Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition,

containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line item may apply.

AIA Document, G702™ – 1992, Application and Certification for Payment, or G732™ – 2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.									
In tabulations below, amounts are in US dollars.									
Use Column I on Contracts where variable retainage for line item may apply.									
A	B	C	D		E	F		G	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
DIVISION 1 - GENERAL CONDITIONS									
1	GC Management	\$440,100.00	257,500.00	11,000.00		268,500.00	61.0%	\$171,600.00	\$5,370.00
2	Insurance	\$86,525.00	70,000.00			70,000.00	80.9%	\$16,525.00	\$1,400.00
3	Bond Fee	\$138,710.00	138,710.00			138,710.00	100.0%		\$2,774.20
4	Mobilization	\$40,000.00	40,000.00			40,000.00	100.0%		\$800.00
5	Demobilization	\$10,000.00	0.00			0.00		\$10,000.00	\$0.00
6	Miscellaneous Trade Cost and Site Logistics	\$175,600.00	102,650.00	4,500.00		107,150.00	61.0%	\$68,450.00	\$2,143.00
7	General Labor and Cleanup	\$99,962.00	58,500.00	2,500.00		61,000.00	61.0%	\$38,962.00	\$1,220.00
8	Temp Fence, Dump, Rentals, Trailers, PortaJohn	\$81,780.00	47,850.00	2,000.00		49,850.00	61.0%	\$31,930.00	\$997.00
9	Winter Protection	\$10,000.00	0.00	5,000.00		5,000.00	50.0%	\$5,000.00	\$100.00
10	Procure	\$9,000.00	5,265.00	225.00		5,490.00	61.0%	\$3,510.00	\$109.80
11	Testing	\$12,000.00	11,000.00			11,000.00	91.7%	\$1,000.00	\$220.00
12	GC Overhead and Profit	\$214,350.00	125,450.00	5,200.00		130,650.00	61.0%	\$83,700.00	\$2,613.00
13	Asbestos Abatement / Plan	\$37,590.00	0.00	3,750.00		3,750.00	10.0%	\$33,840.00	\$75.00
14	Subgrade R/R 1200 CY Allowance	\$84,000.00	59,003.00			59,003.00	70.2%	\$24,997.00	\$1,180.06
15	CM Allowance	\$220,000.00	180,000.00	10,000.00		190,000.00	86.4%	\$30,000.00	\$3,800.00
DIVISION 2 - SITEWORK									
16	Sitework General Conditions	\$19,100.00	14,325.00			14,325.00	75.0%	\$4,775.00	\$286.50
17	Sitework Mobilization	\$24,000.00	3,200.00			3,200.00	13.3%	\$20,800.00	\$64.00
18	Sitework Layout	\$21,000.00	13,800.00			13,800.00	65.7%	\$7,200.00	\$276.00
19	Soil Erosion and Sediment Controls	\$17,700.00	11,500.00			11,500.00	65.0%	\$6,200.00	\$230.00
20	Clear Site/Demolition	\$101,000.00	33,330.00			33,330.00	33.0%	\$67,670.00	\$666.60
21	Excavation and Grading	\$188,250.00	94,125.00			94,125.00	50.0%	\$94,125.00	\$1,882.50
22	Sanitary Sewer System	\$13,000.00	11,700.00			11,700.00	90.0%	\$1,300.00	\$234.00
23	Storm Drainage System / Under Drain System	\$293,000.00	234,450.00			234,450.00	80.0%	\$58,550.00	\$4,689.00
24	Water Services	\$27,500.00	27,500.00			27,500.00	100.0%		\$550.00
25	Concrete Curbs	\$171,000.00	17,100.00			17,100.00	10.0%	\$153,900.00	\$342.00
26	Walks	\$67,000.00	0.00			0.00		\$67,000.00	\$0.00
27	Pavers	\$49,000.00	0.00			0.00		\$49,000.00	\$0.00
28	Site Lighting Conduit (Excavation Only)	\$20,000.00	9,000.00			9,000.00	45.0%	\$11,000.00	\$180.00
29	Site Lighting Foundations	\$27,000.00	0.00			0.00		\$27,000.00	\$0.00
30	Basement Excavation and Backfill	\$103,000.00	103,000.00			103,000.00	100.0%		\$2,060.00
31	Irrigation System	\$32,000.00	0.00			0.00		\$32,000.00	\$0.00
32	DGABC Subbase	\$127,000.00	38,100.00			38,100.00	30.0%	\$88,900.00	\$762.00
33	Bituminous Base Course	\$207,000.00	62,100.00			62,100.00	30.0%	\$144,900.00	\$1,242.00
34	Permanent Fencing	\$51,000.00	0.00			0.00		\$51,000.00	\$0.00
35	Topsoiling	\$14,000.00	0.00			0.00		\$14,000.00	\$0.00
36	Fert & Seed	\$3,700.00	0.00			0.00		\$3,700.00	\$0.00
37	Landscape Plants	\$32,000.00	0.00			0.00		\$32,000.00	\$0.00
38	Traffic Control	\$6,800.00	3,400.00			3,400.00	50.0%	\$3,400.00	\$68.00
39	Demolition of Building	\$80,000.00	0.00			0.00		\$80,000.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document, G702™ – 1992, Application and Certification for Payment, or G732™ – 2009,

Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainate for line item may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

18

August 15 2022

August 15 2022

BMPC

A	B	C	D		E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
40	Bituminous Surface Course	\$160,000.00	0.00			0.00		\$160,000.00	\$0.00	
41	Roadway/Parking Striping	\$7,000.00	0.00			0.00		\$7,000.00	\$0.00	
42	Temporary Paving	\$4,150.00	0.00			0.00		\$4,150.00	\$0.00	
43	Traffic Signage	\$1,800.00	0.00			0.00		\$1,800.00	\$0.00	
44	Benches and Trash Receptacles	\$42,000.00	0.00			0.00		\$42,000.00	\$0.00	
45	Retaining Walls	\$9,000.00	0.00			0.00		\$9,000.00	\$0.00	
46	Curved Retaining Walls	\$9,000.00	0.00			0.00		\$9,000.00	\$0.00	
47	Sitework Closeout	\$2,000.00	0.00			0.00		\$2,000.00	\$0.00	
48	Survey & Layout	\$11,100.00	7,500.00			7,500.00	67.6%	\$3,600.00	\$150.00	
DIVISION 3 - CONCRETE										
49	Concrete Submittals	\$7,500.00	7,500.00			7,500.00	100.0%		\$150.00	
50	Mobilization	\$12,500.00	12,500.00			12,500.00	100.0%		\$250.00	
51	Excavation for Footings	\$25,415.00	25,415.00			25,415.00	100.0%		\$508.30	
52	Backfill	\$14,120.00	14,120.00			14,120.00	100.0%		\$282.40	
53	Footings- Strip and Spread-Basement/Rebar	\$69,212.00	69,212.00			69,212.00	100.0%		\$1,384.24	
54	Foundation Walls-Basement	\$66,957.00	66,957.00			66,957.00	100.0%		\$1,339.14	
55	Footings-Strip and Spread-North Side	\$51,505.00	51,505.00			51,505.00	100.0%		\$1,030.10	
56	Foundation Walls-North Side	\$26,980.00	26,980.00			26,980.00	100.0%		\$539.60	
57	Footings-Strip and Spread-South Side	\$48,402.00	48,402.00			48,402.00	100.0%		\$968.04	
58	Foundation Walls-South Side	\$25,633.00	25,633.00			25,633.00	100.0%		\$512.66	
59	Footings-Strip-Entrance Sign	\$30,289.00	0.00			0.00		\$30,289.00	\$0.00	
60	Foundation Walls-Entrance Sign	\$28,632.00	0.00			0.00		\$28,632.00	\$0.00	
61	Elevator Pit Mat and Walls	\$4,226.00	4,226.00			4,226.00	100.0%		\$84.52	
62	Piers-Basement CL D	\$18,889.00	18,889.00			18,889.00	100.0%		\$377.78	
63	Piers-Basement-North Wall	\$16,059.00	16,059.00			16,059.00	100.0%		\$321.18	
64	Piers-South Side CL E	\$15,270.00	15,270.00			15,270.00	100.0%		\$305.40	
65	Piers-North Side Column R-2 through R-5	\$14,831.00	14,831.00			14,831.00	100.0%		\$296.62	
66	Piers-North Side- CL A	\$15,753.00	15,753.00			15,753.00	100.0%		\$315.06	
67	Piers-North Side- CL B	\$15,753.00	15,753.00			15,753.00	100.0%		\$315.06	
68	Slab on Grade Basement	\$61,242.00	61,242.00			61,242.00	100.0%		\$1,224.84	
69	Concrete Ceiling at Cell Blocks	\$6,740.00	6,740.00			6,740.00	100.0%		\$134.80	
70	Concrete Walls at Cell Blocks	\$22,300.00	22,300.00			22,300.00	100.0%		\$446.00	
71	1st floor slab on grade and deck	\$128,258.00	128,258.00			128,258.00	100.0%		\$2,565.16	
72	2nd floor slab on deck	\$98,026.00	98,026.00			98,026.00	100.0%		\$1,960.52	
73	Set base plates	\$4,435.00	4,435.00			4,435.00	100.0%		\$88.70	
74	Metal Stair Pan Fill	\$2,473.00	2,473.00			2,473.00	100.0%		\$49.46	
75	Demobilization	\$12,500.00	10,000.00			10,000.00	80.0%	\$2,500.00	\$200.00	
76	Punch List	\$17,400.00	0.00			0.00		\$17,400.00	\$0.00	
77	Closeout	\$8,700.00	0.00			0.00		\$8,700.00	\$0.00	
DIVISION 4 - MASONRY										
78	Submittals/Shops	\$3,500.00	2,625.00			2,625.00	75.0%	\$875.00	\$52.50	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document, G702[™] – 1992, Application and Certification for Payment, or G732[™] – 2009,
Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached
In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line item may apply.

APPLICATION NO:

18

APPLICATION DATE:

August 15 2022

PERIOD TO:

August 15 2022

ARCHITECT'S PROJECT NO:

BMPC

ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
79	Mobilization	\$2,500.00	2,500.00			2,500.00	100.0%		\$50.00
80	8 inch and 4 inch exterior backup block material	\$7,000.00	6,600.00			6,600.00	94.3%	\$400.00	\$132.00
81	8 inch and 4 inch exterior backup block labor	\$35,000.00	24,500.00			24,500.00	70.0%	\$10,500.00	\$490.00
82	8 inch interior block partition material	\$13,000.00	11,700.00			11,700.00	90.0%	\$1,300.00	\$234.00
83	8 inch interior block partition labor	\$65,000.00	55,250.00			55,250.00	85.0%	\$9,750.00	\$1,105.00
84	Masonry veneer material	\$63,000.00	56,100.00			56,100.00	89.0%	\$6,900.00	\$1,122.00
85	Masonry material / veneer labor mock up	\$118,000.00	24,820.00	4,680.00		29,500.00	25.0%	\$88,500.00	\$590.00
86	Grout and rebar material and labor	\$24,000.00	20,400.00			20,400.00	85.0%	\$3,600.00	\$408.00
87	Cast stone material	\$37,000.00	0.00			0.00		\$37,000.00	\$0.00
88	Cast stone labor	\$30,000.00	0.00			0.00		\$30,000.00	\$0.00
89	2 inch rigid insulation material and labor	\$18,000.00	7,200.00	2,700.00		9,900.00	55.0%	\$8,100.00	\$198.00
90	Scarfoid labor and material	\$16,000.00	3,200.00	3,200.00		6,400.00	40.0%	\$9,600.00	\$128.00
91	Flashing weeps control joints reinforcing wire	\$8,500.00	0.00	1,300.00		1,300.00	15.3%	\$7,200.00	\$26.00
92	Machine equipment fuel	\$12,000.00	3,960.00			3,960.00	33.0%	\$8,040.00	\$79.20
93	Daily cleanup labor	\$8,000.00	2,640.00			2,640.00	33.0%	\$5,360.00	\$52.80
94	Washdown of new masonry	\$22,000.00	0.00			0.00		\$22,000.00	\$0.00
95	Dumpster enclosure foundation labor and material	\$2,500.00	0.00			0.00		\$2,500.00	\$0.00
96	Dumpster enclosure split face labor and material	\$8,000.00	0.00			0.00		\$8,000.00	\$0.00
97	Grout and rebar at dumpster enclosure labor and material	\$2,000.00	0.00			0.00		\$2,000.00	\$0.00
DIVISION 5 - STRUCTURAL & MISC. METALS									
98	Shop Drawings/Engineering	\$39,000.00	39,000.00			39,000.00	100.0%		\$780.00
99	Anchor Bolts	\$6,400.00	6,400.00			6,400.00	100.0%		\$128.00
100	Material/Fabrication	\$460,340.00	460,340.00			460,340.00	100.0%		\$9,206.80
101	Metal Floor Deck Material	\$40,000.00	40,000.00			40,000.00	100.0%		\$800.00
102	Metal Roof Deck Material	\$32,000.00	32,000.00			32,000.00	100.0%		\$640.00
103	Erection	\$320,000.00	320,000.00			320,000.00	100.0%		\$6,400.00
104	Steel Stairs	\$69,035.00	69,035.00			69,035.00	100.0%		\$1,380.70
105	Steel Railings	\$23,000.00	18,400.00			18,400.00	80.0%	\$4,600.00	\$368.00
106	Aluminum Railings and Infill Panels	\$49,650.00	9,640.00			9,640.00	19.4%	\$40,010.00	\$192.80
107	Misc. Steel and Accessories	\$15,000.00	7,200.00			7,200.00	48.0%	\$7,800.00	\$144.00
DIVISION 5E - COLD-FORMED METAL FRAMING									
108	Engineering/Shop drawings	\$7,000.00	7,000.00			7,000.00	100.0%		\$140.00
109	Layout	\$28,000.00	28,000.00			28,000.00	100.0%		\$560.00
110	Exterior Framing Material	\$88,000.00	88,000.00			88,000.00	100.0%		\$1,760.00
111	Exterior Framing Labor	\$141,500.00	137,925.00			137,925.00	97.5%	\$3,575.00	\$2,758.50
112	Interior Framing Material	\$66,000.00	66,000.00			66,000.00	100.0%		\$1,320.00
113	Interior Framing Labor	\$152,000.00	139,800.00	12,200.00		152,000.00	100.0%		\$3,040.00
DIVISION 6A - ROUGH & FINISH CARPENTRY									
114	Submittals	\$3,000.00	3,000.00			3,000.00	100.0%		\$60.00
115	Exterior Sheathing Material	\$16,000.00	16,000.00			16,000.00	100.0%		\$320.00
116	Exterior Sheathing Labor	\$30,000.00	29,400.00	600.00		30,000.00	100.0%		\$600.00

CONTINUATION SHEET

A/A DOCUMENT G703

AIA Document, G702™ – 1992, Application and Certification for Payment, or G732™ – 2009,

Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column 1 on Contracts where variable retainage for line item may apply.

APPLICATION NO:

18

APPLICATION DATE:

August 15 2022

PERIOD TO:

August 15 2022

ARCHITECT'S PROJECT NO:

BMPC

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
117	Rough Carpentry Dimensional Lumber Material	\$37,000.00	37,000.00			37,000.00	100.0%		\$740.00
118	Rough Carpentry Plywood Material	\$24,000.00	24,000.00			24,000.00	100.0%		\$480.00
119	Rough Carpentry Labor	\$111,000.00	108,200.00			108,200.00	97.5%	\$2,800.00	\$2,164.00
120	Millwork Shop Drawings	\$12,000.00	12,000.00			12,000.00	100.0%		\$240.00
121	Millwork Info Desk Material	\$25,000.00	0.00			0.00		\$25,000.00	\$0.00
122	Millwork Wall Panel Material	\$35,000.00	0.00			0.00		\$35,000.00	\$0.00
123	Millwork Vanities Material	\$42,000.00	0.00			0.00		\$42,000.00	\$0.00
124	Millwork Counters Material	\$15,000.00	0.00			0.00		\$15,000.00	\$0.00
125	Millwork Casework Material	\$23,000.00	0.00			0.00		\$23,000.00	\$0.00
126	Millwork Judge Bench Material	\$11,000.00	0.00			0.00		\$11,000.00	\$0.00
127	Millwork Labor	\$62,000.00	0.00			0.00		\$62,000.00	\$0.00
DIVISION 6B - COURT ROOM FURNITURE									
128	Pews Submittals	\$1,125.00	0.00			1,125.00	100.0%		\$22.50
129	Pews Material	\$15,000.00	0.00			0.00		\$15,000.00	\$0.00
130	Pews Labor	\$6,154.00	0.00			0.00		\$6,154.00	\$0.00
DIVISION 7A - WATERPROOFING									
131	Waterproofing Submittals	\$2,500.00	2,500.00			2,500.00	100.0%		\$50.00
132	Waterproofing Material	\$38,375.00	38,375.00			38,375.00	100.0%		\$767.50
133	Waterproofing Labor	\$64,125.00	64,125.00			64,125.00	100.0%		\$1,282.50
DIVISION 7B - MEMBRANE ROOFING									
134	Membrane Roof Submittals	\$2,500.00	1,250.00			2,500.00	100.0%		\$50.00
135	Membrane Roof Material	\$14,350.00	14,350.00			14,350.00	100.0%		\$287.00
136	Membrane Roof Labor	\$43,400.00	40,400.00	850.00		41,250.00	95.0%	\$2,150.00	\$825.00
137	Insulation Material	\$6,150.00	5,500.00			5,500.00	89.4%	\$650.00	\$110.00
138	Insulation Labor	\$18,600.00	0.00			0.00		\$18,600.00	\$0.00
DIVISION 7D - METAL ROOFING									
139	Metal Roofing Submittals	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00
140	Metal Roofing Material	\$99,400.00	94,400.00	2,500.00		96,900.00	97.5%	\$2,500.00	\$1,938.00
141	Metal Roofing Labor / Under Layment	\$172,925.00	164,100.00	4,450.00		168,550.00	97.5%	\$4,375.00	\$3,371.00
142	Insulation Material	\$42,600.00	40,000.00	1,750.00		41,750.00	98.0%	\$850.00	\$835.00
143	Insulation Labor	\$74,100.00	70,400.00	2,200.00		72,600.00	98.0%	\$1,500.00	\$1,452.00
DIVISION 7E - SPRAY FOAM INSULATION									
144	Spray Foam Insulation Submittals	\$1,125.00	1,125.00			1,125.00	100.0%		\$22.50
145	Spray Foam Insulation Material	\$8,000.00	8,000.00			8,000.00	100.0%		\$160.00
146	Spray Foam Insulation Labor	\$20,000.00	20,000.00			20,000.00	100.0%		\$400.00
DIVISION 7F - INTUMESCENT FIREPROOFING									
147	Fireproofing Submittals	\$1,125.00	0.00	281.00		281.00	25.0%	\$844.00	\$5.62
148	Fireproofing Material	\$780.00	0.00			0.00		\$780.00	\$0.00
149	Fireproofing Labor	\$4,850.00	0.00			0.00		\$4,850.00	\$0.00
DIVISION 8 - DOORS, WINDOWS, & GLASS									
150	Aluminum and Glass Submittals	\$10,000.00	6,690.00	3,310.00		10,000.00	100.0%		\$200.00

CONTINUATION SHEET

A/A DOCUMENT G703

A/A Document, G702™ – 1992, Application and Certification for Payment, or G732™ – 2009,

Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainafe for line item may apply.

APPLICATION NO:

18

APPLICATION DATE:

August 15 2022

PERIOD TO:

August 15 2022

ARCHITECT'S PROJECT NO:

BMPC

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
151	Aluminum and Glass Material	\$247,000.00	74,000.00	24,750.00		98,750.00	40.0%	\$148,250.00	\$1,975.00
152	Transaction Windows	\$28,000.00	0.00			0.00		\$28,000.00	\$0.00
153	Aluminum and Glass Labor	\$115,000.00	25,262.50			25,262.50	22.0%	\$89,737.50	\$505.25
DIVISION 8C - HOLLOW METAL WORK									
154	Door and Hardware Submittals	\$6,000.00	1,500.00	4,500.00		6,000.00	100.0%		\$120.00
155	HM Doors and Frames Material	\$60,500.00	60,500.00			60,500.00	100.0%		\$1,210.00
156	Door Frames Labor	\$16,000.00	16,000.00			16,000.00	100.0%		\$320.00
DIVISION 8D - WOOD DOORS									
157	Wood Doors Material	\$17,250.00	0.00			0.00		\$17,250.00	\$0.00
158	Doors Labor	\$48,000.00	0.00			0.00		\$48,000.00	\$0.00
DIVISION 9A - DRYWALL									
159	Drywall Material	\$112,000.00	16,800.00	56,000.00		72,800.00	65.0%	\$39,200.00	\$1,456.00
160	Drywall Labor	\$252,000.00	12,600.00	50,400.00		63,000.00	25.0%	\$189,000.00	\$1,260.00
161	Insulation Material	\$19,000.00	0.00	6,300.00		6,300.00	33.2%	\$12,700.00	\$126.00
162	Insulation Labor	\$38,000.00	0.00	12,600.00		12,600.00	33.2%	\$25,400.00	\$252.00
163	Tape & Spackle	\$66,000.00	0.00	4,400.00		4,400.00	6.7%	\$61,600.00	\$88.00
DIVISION 9B - ACOUSTIC TREATMENT									
164	Ceiling Grid Material	\$24,500.00	0.00	8,100.00		8,100.00	33.1%	\$16,400.00	\$162.00
165	Ceiling Grid Labor	\$43,000.00	0.00	2,150.00		2,150.00	5.0%	\$40,850.00	\$43.00
166	Ceiling Tile Material	\$28,000.00	0.00			0.00		\$28,000.00	\$0.00
167	Ceiling Tile Labor	\$15,000.00	0.00			0.00		\$15,000.00	\$0.00
168	Acoustical Wall Panels Labor	\$2,000.00	0.00			0.00		\$2,000.00	\$0.00
169	Acoustical Wall Panels Material	\$2,000.00	0.00			0.00		\$2,000.00	\$0.00
DIVISION 9C - PAINTING & FINISHING									
170	Paint Submittals	\$1,125.00	0.00	1,000.00		1,000.00	88.9%	\$125.00	\$20.00
171	Painting Material	\$16,500.00	0.00			0.00		\$16,500.00	\$0.00
172	Painting Labor	\$74,109.00	0.00			0.00		\$74,109.00	\$0.00
173	GFRG Material	\$7,000.00	0.00			0.00		\$7,000.00	\$0.00
174	GFRG Labor	\$7,000.00	0.00			0.00		\$7,000.00	\$0.00
DIVISION 9D - CERAMIC TILE									
175	Tile Submittals	\$1,125.00	0.00			0.00		\$1,125.00	\$0.00
176	Tile Material	\$19,500.00	0.00			0.00		\$19,500.00	\$0.00
177	Tile Labor	\$38,375.00	0.00			0.00		\$38,375.00	\$0.00
DIVISION 9E - CARPET & RESILIENT FLOORING									
178	Carpet- Materials / Submittals	\$25,000.00	0.00	2,500.00		2,500.00	10.0%	\$22,500.00	\$50.00
179	Carpet Labor	\$10,000.00	0.00			0.00		\$10,000.00	\$0.00
180	LVT Materials	\$10,000.00	0.00			0.00		\$10,000.00	\$0.00
181	LVT Labor	\$3,000.00	0.00			0.00		\$3,000.00	\$0.00
182	VCT Materials	\$7,500.00	0.00			0.00		\$7,500.00	\$0.00
183	VCT Labor	\$7,500.00	0.00			0.00		\$7,500.00	\$0.00
184	Interlocking Tiles Material	\$35,000.00	0.00			0.00		\$35,000.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document, G702™ – 1992, Application and Certification for Payment, or G732™ – 2009,

Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached

In tabulations below, amounts are in U.S. dollars.

Use Column I on Contracts where variable retainage for line item may apply.

APPLICATION NO:

18

APPLICATION DATE:

August 15 2022

PERIOD TO:

August 15 2022

ARCHITECT'S PROJECT NO:

BWPC

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
185	Interlocking Tiles Labor	\$1,000.00	0.00			0.00		\$1,000.00	\$0.00
186	Rubber Treads/Tile Material	\$7,500.00	0.00			0.00		\$7,500.00	\$0.00
187	Rubber Treads/Tile Labor	\$7,000.00	0.00			0.00		\$7,000.00	\$0.00
188	Misc. Flooring Material	\$10,000.00	0.00			0.00		\$10,000.00	\$0.00
189	Misc. Flooring Labor	\$3,500.00	0.00			0.00		\$3,500.00	\$0.00
DIVISION 9F - MONOLITHIC FLOORING									
190	Epoxy Flooring Submittals	\$1,125.00	0.00	1,000.00		1,000.00	88.9%	\$125.00	\$20.00
191	Epoxy Flooring Material	\$6,542.00	0.00			0.00		\$6,542.00	\$0.00
192	Epoxy Flooring Labor	\$6,543.00	0.00			0.00		\$6,543.00	\$0.00
DIVISION 10 - SPECIALTIES									
193	Signage Submittals	\$1,125.00	0.00	850.00		850.00	75.6%	\$275.00	\$17.00
194	Signage Material	\$12,750.00	938.00			938.00	7.4%	\$11,812.00	\$18.76
195	Signage Labor	\$9,343.00	0.00			0.00		\$9,343.00	\$0.00
DIVISION 10A - FINISHING HARDWARE									
196	Door Hardware Material	\$94,999.00	0.00	10,450.00		10,450.00	11.0%	\$84,549.00	\$209.00
DIVISION 10B - TOILET ROOM ACCESSORIES									
197	Bathroom Accessories Material	\$10,420.00	0.00			0.00		\$10,420.00	\$0.00
198	Bathroom Accessories Labor	\$7,000.00	0.00			0.00		\$7,000.00	\$0.00
DIVISION 10C - PLASTIC TOILET PARTITIONS									
199	Bathroom Partitions Material	\$3,900.00	0.00			0.00		\$3,900.00	\$0.00
200	Bathroom Partitions Labor	\$2,000.00	0.00			0.00		\$2,000.00	\$0.00
DIVISION 10D - METAL SPECIALTIES									
201	Lockers (Personal) Material / Shop Drawings	\$69,440.00	4,000.00			4,000.00	5.8%	\$65,440.00	\$80.00
202	Lockers (Personal) Labor	\$20,000.00	0.00			0.00		\$20,000.00	\$0.00
203	Evidence Lockers	\$18,942.00	0.00			0.00		\$18,942.00	\$0.00
204	Markerboards	\$12,490.00	0.00			0.00		\$12,490.00	\$0.00
205	Cornerguards	\$2,775.00	0.00			0.00		\$2,775.00	\$0.00
206	Wire Security Partitions	\$4,877.00	0.00			0.00		\$4,877.00	\$0.00
207	Curved Exterior Seating Material	\$16,470.00	0.00			0.00		\$16,470.00	\$0.00
208	Curved Exterior Seating Labor	\$4,000.00	0.00			0.00		\$4,000.00	\$0.00
209	Fingerprint Station	\$3,000.00	0.00			0.00		\$3,000.00	\$0.00
210	Intercom Mounting Pedestals w/Enclosure	\$200.00	0.00			0.00		\$200.00	\$0.00
211	Key Cabinets	\$1,540.00	0.00			0.00		\$1,540.00	\$0.00
212	Night Depository Unit	\$2,510.00	0.00			0.00		\$2,510.00	\$0.00
213	Fire Extinguisher Cabinets	\$2,125.00	0.00			0.00		\$2,125.00	\$0.00
DIVISION 10E - INSULATED ROLLING DOORS									
214	Overhead Door Submittals	\$1,125.00	0.00	1,125.00		1,125.00	100.0%		\$22.50
215	Overhead Door Material	\$20,000.00	0.00			0.00		\$20,000.00	\$0.00
216	Overhead Door Labor	\$10,849.00	0.00			0.00		\$10,849.00	\$0.00
DIVISION 10F - ACCESS FLOOR SYSTEM									
217	Access Floor Submittals	\$1,125.00	0.00	1,125.00		1,125.00	100.0%		\$22.50

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document, G702™ – 1992, Application and Certification for Payment, or G732™ – 2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line item may apply.

ALIA Document, G702™ – 1992, Application and Certification for Payment, or G732™ – 2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.											APPLICATION NO: 18	
In tabulations below, amounts are in US dollars.											APPLICATION DATE: August 15 2022	
Use Column I on Contracts where variable retainage for line item may apply.											PERIOD TO: August 15 2022	
ARCHITECT'S PROJECT NO: BMCFC												
A	B	C	D		E	F		G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)			
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD								
218	Access Floors Material	\$6,188.00	0.00			0.00			\$0.00			
219	Access Floors Labor	\$6,187.00	0.00			0.00			\$0.00			
DIVISION 11A - DETENTION EQUIPMENT												
220	Detention/Police Equipment Submittals	\$1,700.00	1,700.00			1,700.00	100.0%		\$34.00			
221	Detention/Police Equipment Doors and Frames	\$58,200.00	0.00			0.00		\$58,200.00	\$0.00			
222	Detention/Police Equipment Hardware	\$48,600.00	0.00			0.00		\$48,600.00	\$0.00			
223	Detention/Police Equipment Clearing Trap	\$1,900.00	0.00			0.00		\$1,900.00	\$0.00			
224	Detention/Police Equipment Pistol Lockers	\$3,400.00	0.00			0.00		\$3,400.00	\$0.00			
225	Detention/Police Equipment Benches	\$3,800.00	0.00			0.00		\$3,800.00	\$0.00			
DIVISION 14A - LULA Elevator												
226	Elevator Shops	\$3,500.00	3,325.00	175.00		3,500.00	100.0%		\$70.00			
227	Elevator Material / Release to Production	\$30,000.00	0.00	30,000.00		30,000.00	100.0%		\$600.00			
228	Elevator Labor	\$28,700.00	0.00			0.00		\$28,700.00	\$0.00			
DIVISION 15 - MECHANICAL												
229	Equipment Shops	\$2,000.00	2,000.00			2,000.00	100.0%		\$40.00			
230	Sheet Metal Shops	\$10,000.00	8,000.00			8,000.00	80.0%	\$2,000.00	\$160.00			
231	ATC Shops	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00			
232	Mobilization	\$6,000.00	6,000.00			6,000.00	100.0%		\$120.00			
233	RTUs Material	\$40,000.00	40,000.00			40,000.00	100.0%		\$800.00			
234	RTUs Labor	\$2,000.00	2,000.00			2,000.00	100.0%		\$40.00			
235	VRF Cassette / EUR Units Material	\$190,000.00	190,000.00			190,000.00	100.0%		\$3,800.00			
236	VRF Cassette / EUR Units Labor	\$32,500.00	32,500.00			32,500.00	100.0%		\$650.00			
237	Condensing Units	\$23,000.00	23,000.00			23,000.00	100.0%		\$460.00			
238	Electric Heat	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00			
239	Duct Heaters	\$4,000.00	4,000.00			4,000.00	100.0%		\$80.00			
240	Exhaust Fans	\$4,000.00	4,000.00			4,000.00	100.0%		\$80.00			
241	Fire Dampers	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00			
242	ACR Piping Material	\$20,000.00	20,000.00			20,000.00	100.0%		\$400.00			
243	ACR Piping Labor	\$80,000.00	78,000.00			78,000.00	97.5%	\$2,000.00	\$1,560.00			
244	Condensate Piping	\$12,000.00	12,000.00			12,000.00	100.0%		\$240.00			
245	Sheet Metal Shop Material /Labor	\$130,000.00	128,500.00			128,500.00	98.8%	\$1,500.00	\$2,570.00			
246	Sheet Metal Field Labor	\$422,000.00	391,500.00			391,500.00	92.8%	\$30,500.00	\$7,830.00			
247	Insulation	\$50,000.00	45,000.00			45,000.00	90.0%	\$5,000.00	\$900.00			
248	Cranes/Lift	\$15,000.00	15,000.00			15,000.00	100.0%		\$300.00			
249	ATC Rough	\$80,000.00	46,500.00			46,500.00	58.1%	\$33,500.00	\$930.00			
250	ATC Finish	\$10,000.00	0.00			0.00		\$10,000.00	\$0.00			
251	ATC Programming and Graphics	\$5,000.00	0.00			0.00		\$5,000.00	\$0.00			
252	Air Devices	\$12,000.00	0.00			0.00		\$12,000.00	\$0.00			
253	CO Panel	\$2,500.00	0.00			0.00		\$2,500.00	\$0.00			
254	Startup/Warranty	\$14,000.00	0.00			0.00		\$14,000.00	\$0.00			
255	Balancing	\$5,000.00	0.00			0.00		\$5,000.00	\$0.00			

INTINUATION SHEET

AIA DOCUMENT G703

Document, G702™ – 1992, Application and Certification for Payment, or G732™ – 2009, Application and Certification for Payment, Construction Manager as Adviser Edition, including Contractor's signed certification is attached. Substitutions below, amounts are in US dollars.

Column I on Contracts where variable retainate for line item may apply.

Document: G702™ – 1992, Application and Certification for Payment, of G732™ – 2009, Application and Project Certificate for Payment, Construction Manager as Adviser Edition, Contracting Contractor's signed certification is attached Calculations below, amounts are in US dollars. Column 1 on Contracts where variable retainate for line item may apply.										APPLICATION NO: 18	
										August 15 2022	
										August 15 2022	
										BMPC	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document, G702™ – 1992, Application and Certification for Payment, or G732™ – 2009,

Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainate for line item may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:

ARCHITECT'S PROJECT NO:

18

August 15 2022

August 15 2022

BMPC

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
294	Rough in Generator Material	\$9,000.00	4,500.00			4,500.00	50.0%	\$4,500.00	\$90.00
295	Finish work for generator Labor	\$18,000.00	0.00			0.00		\$18,000.00	\$0.00
296	Finish work for generator Material	\$60,000.00	52,000.00			52,000.00	86.7%	\$8,000.00	\$1,040.00
297	Rough-in all power and lighting labor	\$180,000.00	126,000.00	16,000.00		142,000.00	78.9%	\$38,000.00	\$2,840.00
298	Rough-in all power and lighting materials	\$110,000.00	77,000.00	9,900.00		86,900.00	79.0%	\$23,100.00	\$1,738.00
299	Finish all power and lighting Labor	\$190,000.00	0.00			0.00		\$190,000.00	\$0.00
300	Finish all power and lighting Material	\$264,000.00	256,587.76			256,587.76	97.2%	\$7,412.24	\$5,131.76
301	Rough in the installation of the F.A System Labor	\$14,000.00	12,600.00			12,600.00	90.0%	\$1,400.00	\$252.00
302	Rough in the installation of the F.A System Material	\$9,000.00	8,100.00			8,100.00	90.0%	\$900.00	\$162.00
303	Finish work F.A Labor	\$13,000.00	0.00			0.00		\$13,000.00	\$0.00
304	Finish work F.A Material	\$13,000.00	9,500.00			9,500.00	73.1%	\$3,500.00	\$190.00
305	Rough in lighting protection system L&M	\$10,000.00	3,036.45			3,036.45	30.4%	\$6,963.55	\$60.73
306	Finish for Lighting protection system L&M	\$8,000.00	2,000.00			2,000.00	25.0%	\$6,000.00	\$40.00
307	Rough in Teledata Labor	\$14,000.00	14,000.00			14,000.00	100.0%		\$280.00
308	Rough in Teledata Material	\$9,000.00	9,000.00			9,000.00	100.0%		\$180.00
309	Finish for Teledata labor	\$38,000.00	0.00			0.00		\$38,000.00	\$0.00
310	Finish for teledata Material	\$49,000.00	0.00			0.00		\$49,000.00	\$0.00
311	General demo for all electric labor	\$10,000.00	0.00			0.00		\$10,000.00	\$0.00
312	Install cable trays labor and material	\$14,000.00	14,000.00			14,000.00	100.0%	\$1,000.00	\$280.00
313	Rough in AV system labor	\$10,000.00	9,000.00			9,000.00	90.0%	\$1,000.00	\$180.00
314	Rough in AV system material	\$8,000.00	7,200.00			7,200.00	90.0%	\$800.00	\$144.00
315	Finish work AV labor	\$40,000.00	13,981.00			13,981.00	35.0%	\$26,019.00	\$279.62
316	Finish work AV material	\$65,000.00	56,091.00			56,091.00	86.3%	\$8,909.00	\$1,121.82
317	Rough for CCTV, Access Control, Booster System Lab	\$18,500.00	16,650.00			16,650.00	90.0%	\$1,850.00	\$333.00
318	Rough for CCTV, Access Control, Booster System Mat	\$8,000.00	7,200.00			7,200.00	90.0%	\$800.00	\$144.00
319	Finish for CCTV, Access Control, Booster System Lab	\$24,000.00	0.00			0.00		\$24,000.00	\$0.00
320	Finish for CCTV, Access Control, Booster System Mat	\$125,000.00	122,000.00			122,000.00	97.6%	\$3,000.00	\$2,440.00
321	Rough in parking lot poles and lights labor	\$14,000.00	7,000.00			7,000.00	50.0%	\$7,000.00	\$140.00
322	Rough in parking lot poles and lights material	\$7,000.00	3,500.00			3,500.00	50.0%	\$3,500.00	\$70.00
323	Finish work for the parking lot poles and lights labor	\$10,000.00	0.00			0.00		\$10,000.00	\$0.00
324	Finish work for the parking lot poles and lights material	\$17,000.00	13,050.00			13,050.00	76.8%	\$3,950.00	\$261.00
325	As Buils	\$4,500.00	0.00			0.00		\$4,500.00	\$0.00
326	Closeout	\$10,000.00	0.00			0.00		\$10,000.00	\$0.00
327	Punch List	\$10,000.00	0.00			0.00		\$10,000.00	\$0.00
Base Contract Subtotal		12,964,000.00	7,825,408.71	334,246.00	0.00	8,159,654.71	62.9%	\$4,804,345.29	\$0.00
CHANGE ORDERS									
328	BMPC CO #01 Credit for Submittal Exchange	(13,200.00)	(13,200.00)			(13,200.00)	100.0%		(\$264.00)
329	BMPC CO #02 Temporary Storm Water Control	12,579.00	12,579.00			12,579.00	100.0%		\$251.58
330	BMPC CO #03 Revised E-Drawings	2,532.00				0.00		\$2,532.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document, G702™ – 1992, Application and Certification for Payment, or G732™ – 2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line item may apply.

APPLICATION NO:	18
APPLICATION DATE:	August 15 2022
PERIOD TO:	August 15 2022
ARCHITECT'S PROJECT NO:	BMPC

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
331	BMPC CO #04 Modify Sitework	29,759.00	4,246.67			0.00	100.0%	\$29,759.00	\$0.00
332	BMPC CO #05 Remove Underground CC Tank	4,246.67	(40,000.00)			(40,000.00)	100.0%		\$84.93
333	BMPC CO #06 4 Month of CM Allowance	(40,000.00)	4,511.00			4,511.00	100.0%		(\$800.00)
334	BMPC CO #07 Additional Temp Drain	4,511.00	12,670.80			12,670.80	100.0%		\$90.22
335	BMPC CO #08 Stone Over Footings	12,670.80	4,118.29			0.00	100.0%	\$4,118.29	\$253.42
336	BMPC CO #09 2" Sump Discharge Pipe	4,118.29	13,281.00			13,281.00	100.0%		\$0.00
337	BMPC CO #10 Remove U/G/JF Conc. Struct.	13,281.00	6,567.24			6,567.24	100.0%		\$265.62
338	BMPC CO #11 Steel Framing at O/H Door	6,567.24	515.77			515.77	100.0%		\$131.34
339	BMPC CO #12 Steel Baseplate Change	515.77	(33.90)			(33.90)	100.0%		\$10.32
340	BMPC CO #13 Reconcile Contractor's Billing	(33.90)	17,719.88			17,719.88	100.0%		(\$0.68)
341	BMPC CO #14 Truss Relocation	17,719.88	29,431.99			0.00		\$29,431.99	\$354.40
342	BMPC CO #15 Personnel Lockers	29,431.99	47,290.16			0.00		\$47,290.16	\$0.00
343	BMPC CO #16 Exterior Electronic Sign	47,290.16	3,588.87			3,588.87	100.0%		\$0.00
344	BMPC CO #17 Electrical Changes per Rev #8	3,588.87	1,794.44			1,794.43	100.0%		\$71.78
345	BMPC CO #18 Changes per Rev #10	3,588.87	24,061.41			24,061.41	7.3%	\$306,461.82	\$481.23
346	BMPC CO #19 Reconcile Contractor's Billing	(33.90)	15,611.17			(33.90)	100.0%		(\$0.68)
347	BMPC CO #20 Frame End Walls per CFM's Engineer	22,301.76	10,047.72			15,611.17	70.0%	\$6,690.59	\$312.22
348	BMPC CO #21 Detention Hdwr Changes per Rev #10	10,047.72	22,749.42			0.00		\$10,047.72	\$0.00
349	BMPC CO #22 Detention Hdwr Changes not per Rev #10	22,749.42	521,166.00			0.00	11.9%	\$22,749.42	\$0.00
	<i>Change Order Subtotal</i>	521,166.00	60,290.58	1,794.43		62,085.01		\$459,080.99	\$0.00
	GRAND TOTALS	13,485,166.00	7,885,699.29	336,040.43		8,221,739.72	61.0%	\$5,263,426.28	\$164,434.79

AIA Document G703™ - 1992, Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All Rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

Frankoski Construction Co.

(973) 414-9224 • Fax: (973) 678-0520

GENERAL CONTRACTORS

314 DODD STREET
EAST ORANGE, NEW JERSEY 07017

Conditional Waiver and Release Upon Progress Payment

Upon receipt by the undersigned of a check from Township of Barnegat in the sum of
Customer Name
\$ 329,319.63 payable to *Frankoski Construction Co., Inc.* and when the check has been properly
Amount of Payment
endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release
any mechanic's lien, stop notice or bond right the undersigned has on the BMPC New Municipal Building located
Project Site Name
at 900 West Bay Avenue, Barnegat, NJ 08005 to the following extent: This release covers
Project Site Address
a progress payment for labor, services, equipment or material furnished to BMPC New Municipal Building through
Project Site Name
8/25/2022 and does not cover any retention retained before, or after, the release date; extras
Date of Payment Requisition
furnished before the release date for which payment has not been received; extras or items furnished after the
release date. Rights based upon work performed or items furnished under a written Change Order which has
been fully executed by the parties prior to the release date are covered by this release unless specifically
reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not
otherwise affect the contract rights, including rights between parties to the contract based upon a rescission,
abandonment or breach of the contract, or the right of the undersigned to recover compensation for furnished
labor, services, equipment or material covered by this release if that furnished labor, services, equipment or
material was not compensated by any previous progress payments.

Frankoski Construction Co., Inc.
(Contractor Firm Name)

8/25/2022
(Date Signed)

Stan Frankoski, Project Exec.
(Printed Name/Title)

[Signature]
(Signature)

Notary

Subscribed and sworn to before me, this

25 Day of August 2022
[Signature]
(Notary Public Signature)

My Commission Expires 2-27-24

County of Essex

State of New Jersey

JUDITH A. LUSCHER
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2382926
My Commission Expires 2/27/2024



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> BMPC New Municipal Building 900 West Bay Ave, Barnegat, NJ	ARCHITECT'S PROJECT NUMBER: BMPC	OWNER: <input checked="" type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Township of Barnegat 900 West Bay Ave, Barnegat, NJ	CONTRACT FOR: New Municipal Building CONTRACT DATED: 10/6/2020	ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>

STATE OF: New Jersey
COUNTY OF: Essex

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

This applies to Payment Requisition No. 18 only.

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
Indicate Attachment ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:


- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
Frankoski Construction Co., Inc.
314 Dodd Street
East Orange, New Jersey 07017

BY: 
(Signature of authorized representative)

Stan Frankoski, Project Executive
(Printed name and title)

Subscribed and sworn to before me on this date:


Notary Public:
My Commission Expires: 2-27-24

JUDITH A. LUSCHER
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2382926
My Commission Expires 2/27/2024



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> BMPC New Municipal Building 900 West Bay Ave, Barnegat, NJ	ARCHITECT'S PROJECT NUMBER: BMPC	OWNER: <input checked="" type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Township of Barnegat 900 West Bay Ave, Barnegat, NJ	CONTRACT FOR: New Municipal Building CONTRACT DATED: 10/6/2020	ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>

STATE OF: New Jersey
COUNTY OF: Essex

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

This applies to Payment Requisition No. 18 only.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Frankoski Construction Co., Inc.
314 Dodd Street
East Orange, New Jersey 07017

BY:


(Signature of authorized representative)

Stan Frankoski, Project Executive
(Printed name and title)

Subscribed and sworn to before me on this date:


Notary Public:

My Commission Expires: 2-27-24

JUDITH A. LUSCHER
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2382926
My Commission Expires 2/27/2024

THE GOLDSTEIN PARTNERSHIP TRANSMITTAL

CORPORATE, INSTITUTIONAL & GOVERNMENTAL CONSULTANTS
515 VALLEY STREET, SUITE 110, MAPLEWOOD, NJ 07040 (973) 761-4550 FAX: (973) 761-4588

FOUNDED IN 1953
ARCHITECTS
ENGINEERS
PLANNERS
GOLDSTEIN-ARCHITECTS.COM

Project

BMPC

To: Tom Lombarski, CFO
TOWNSHIP OF BARNEGAT
900 West Bay Avenue
Barnegat, NJ 08005

Date: **8/26/22**

Trans: **29**

Copies: Greg Frankoski

Re: New Municipal/Police/Court Building
BARNEGAT TOWNSHIP
Barnegat, NJ 08005

Via:

Fax
Mail
Fedex
x UPS
Messenger
Pick-up

Media:

Prints
Letters
Photos
Articles
Models
Samples

Contents

Correspondence
Requisitions
Field Memos
Shop Drawings
Submittals
Drawings

Items:

Qty Description:

2 Pay App #18 cert. for \$329,319.63

Date:

8/26/22

Please:

x Retain
Return
Review & Return
Note our comments
Correct as noted
Call to Discuss

Comments:

Notes:

By:



RESOLUTION NO. 2022-280

**RESOLUTION OF THE TOWNSHIP COMMITTEE
OF THE TOWNSHIP OF BARNEGAT, COUNTY
OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH COUNTY OF OCEAN FOR
THE TOWNSHIP TO CO-LOCATE POLICE
COMMUNICATIONS EQUIPMENT ON
COMMUNICATION TOWERS MAINTAINED BY
OCEAN COUNTY**

WHEREAS, the County of Ocean has constructed and installed a system of communication towers throughout the county for the sole purpose of providing increased reliability of radio communications for various Ocean County departments including but not limited to, Emergency Management and for 911 purposes; and

WHEREAS, the Township of Barnegat has requested permission to co-locate police communications equipment and antennae on the Ocean County Radio Communications Tower in Barnegat Township; and

WHEREAS, the County of Ocean has agreed to permit the Township to co-locate its equipment on the tower owned and maintained by the County of Ocean pursuant to the terms of an Agreement which is attached hereto and made a part hereof; and

WHEREAS, the Township finds it necessary and appropriate to authorize the execution of the Agreement with the County of Ocean; and

NOW, THEREFORE, BE IT RESOLVED on this 6th day of September 2022 by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, and State of New Jersey as follows:

1. The Township authorizes the execution of an Agreement with the County of Ocean for the Township's co-location of police communications equipment and

DASTI & ASSOCIATES
ATTORNEYS AT LAW

310 Lacey Road
P.O. Box 779
Forked River, N.J. 08731

antennae on the Ocean County Radio Communications Tower located in Barnegat Township.

2. A copy of the Agreement is on file with the office of the Township Clerk and can be viewed during normal business hours.

3. The Township authorizes the Mayor, Township Administrator, Township Clerk, and any other appropriate Township personnel to execute any and all documents to implement the intent of this resolution.

4. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:

- (a) Alfonso Cirulli, Mayor;
- (b) Martin Lisella, Township Administrator;
- (c) Keith A. Germain, Chief of Police;
- (d) Christopher Dasti, Township Attorney;
- (e) Commissioner John P. Kelly; and
- (f) Michelle Gunther, Clerk of the Ocean Board of County Commissioners.

CERTIFICATION

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on September 6, 2022, a quorum being present and voting in the majority.

DASTI & ASSOCIATES

ATTORNEYS AT LAW

310 Lacey Road
P.O. Box 779
Forked River, N.J. 08731

Donna M. Manno, RMC
Municipal Clerk

Prepared by:
DASTI & ASSOCIATES

DASTI ASSOCIATES

Christopher J. Dasti

Jeffrey D. Cheney

Brian R. Clancy

Brigit P. Zahler*

A Professional Corporation

Attorneys At Law

310 Lacey Road

P.O. Box 779

Forked River, New Jersey 08731

609-549-8990

Fax: 609-549-5043

www.DastiLaw.com

*Also admitted in NY

File No.: GL-1361

August 31, 2022

Via Email

Donna M. Manno, Township Clerk

Township of Barnegat

900 West Bay Avenue

Barnegat, NJ 08005

**Re: Resolution re Authorizing Execution of Agreement with County of Ocean for
Communication Tower**

Dear Donna:

Enclosed is a resolution authorizing execution of the Agreement with the County of Ocean for the communications tower. The resolution that can be placed on the agenda for the September 6 meeting.

If you have any questions, please let me know

Very truly yours,

/s/ Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD:ll

Enc.

cc: Mayor Alfonso Cirulli-via email
Martin Lisella, Township Administrator-via email
Keith Germain, Chief of Police-via email

AGREEMENT

THIS AGREEMENT entered into this ____ day of August, 2022, between the **COUNTY OF OCEAN**, a body politic of the State of New Jersey (hereinafter referred to as the "County") and **BARNEGAT TOWNSHIP.**, a Municipal Corporation of the State of New Jersey, whose address is 900 West Bay Avenue, Barnegat, NJ 08005 (hereinafter referred to as "Township")

W I T N E S S E T H:

WHEREAS, the County of Ocean has constructed and installed a system of communication towers throughout the County for the sole purpose of increasing the reliability of radio communications for various Ocean County departments and services, including Emergency Management and 911 purposes, and

WHEREAS, the Township, as a provider of police and emergency services to its residents, has requested permission to co-locate police communications equipment and antenna on the Ocean County Radio Communication tower in Barnegat Township; and

WHEREAS, extending permission to Township for co-location on the radio communication tower sites, will enable better emergency police response services in that area of Ocean County.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations, and conditions contained herein, and pursuant to the authority provided by law, the County and Township agree as follows:

A. **Township Responsibilities:**

1. Township 4 foot Dish pointing South towards the Water Tower with 2 Ceragon ip20 radios mounted to rear of the dish: two LMR-400 cables with surge protection.
2. Mounting location and height shall be determined by and through consultation with Ocean County Wireless Technologies Director.
3. Two foot Dish pointed at Townhall, two LMR-400 cables with surge protection and R5 4 inch mast and mounting brackets.

4. Township's antenna is identified in Schedule B of this Agreement
5. Tower Building equipment
 - a.) Two 2U indoor ip20G units
 - b.) Four Meanwell -48 volt power supplies
 - c.) One 2u UPS Township will, at Township's expense, a data circuit to this site for connection to Township's other off site network equipment.
6. Drawings depicting Township equipment are in Schedule A1 and B of this Agreement.

C. **Ocean County Responsibilities**

1. Provide AC Power from existing Radio Equipment Room AC Panels.
2. Provide Township with reasonable access to compound for antenna repair or maintenance with no less than 24-hour notice to the County.
3. The County will cooperate with Township to facilitate installation of interconnection circuits for Township equipment with other off site network locations.
4. The County will cooperate with Township in making applications for and obtaining any permits and other outside approvals which may be required to allow Township use of the Site.
5. The County will, within a reasonable review period, approve or provide required modifications to the Township supplied Construction Drawings.

D. **Township Responsibilities:**

1. Maintain FCC licenses and provide copies to Ocean County.
2. Obtain all necessary building and electrical permits and their required inspections during the installation and of any repair of antenna equipment.
3. All installation, maintenance and repairs of equipment shall only be made by licensed providers.
4. Prevailing wage provisions to be complied with for all installation work, and antenna repair services at Ocean County sites.

5. Recording (Ocean County shall not be responsible for any recording).
6. Annually, Township shall provide the County with proof of insurance naming the County as primary insured:

- a) **Workers' Compensation:** Statutory limits in compliance with Workers' Compensation Laws of the State of New Jersey.
- b) **General Liability:** A minimum limit of liability of \$1 million per occurrence for bodily injury and property damage, \$2 million general aggregate.
- c) **Business Automobile Liability:** A minimum limit of liability of \$1 million per occurrence for bodily injury and property damage. This insurance **MUST** include coverage for owned, hired and non-owned automobiles.
- d) **Errors and Omissions:** A minimum limit of liability of \$1 million per occurrence.

Township shall indemnify and save harmless the County and all persons acting for or on behalf of them, from all claims and liability of any nature or kind. These Indemnifications are intended to provide the broadest indemnification permitted by law and shall be construed consistent with all applicable laws, including but not limited to the laws pertaining to indemnification.

E. **Term**

1. This Agreement shall continue for an initial five (5) year term, automatically renewable for three additional five-year terms for a total of 20 years unless terminated or modified by both parties in writing.

2. The County/Township each will notify the other, in writing, no less than one (1) year in advance if it is intended not to renew for an additional 5 year term.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

ATTEST:

COUNTY OF OCEAN

MICHELLE GUNTHER
CLERK OF THE BOARD

JOHN P. KELLY
DIRECTOR

Date: _____

Date: _____

ATTEST:

BARNEGAT TOWNSHIP

By: DONNA M. MANNO
Municipal Clerk

By: ALFONSO CIRULLI, MAYOR

Date: _____

Date: _____

RESOLUTION 2022-281

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE TOWNSHIP COMMITTEE TO RETIRE INTO CLOSED SESSION FOR THE PURPOSE OF DISCUSSING PERSONNEL, CONTRACTUAL OR LITIGATION MATTERS.

WHEREAS, the Barnegat Township Committee desires discussion pertaining to contractual matters in closed session; and

WHEREAS, N.J.S.A. 10:4-12(b) provides for the exclusion of the public from such discussions; now

THEREFORE, BE IT RESOLVED by the Township Committee as follows:

1. The committee shall hold a closed meeting for the purpose of discussion of the aforementioned subject.
2. The committee shall disclose to the public the results of such discussion at such times as formal action, if any, is taken on the subject.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify the foregoing resolution adopted by the Township Committee on September 6, 2022.

Donna M. Manno, RMC
Municipal Clerk