

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

**TOWNSHIP COMMITTEE MEETING AGENDA  
February 1, 2022, 10:00 a.m.**

**Call to Order the February 1, 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.

**Pledge of Allegiance:**

**Invocation:** by Reverend Dawn Corlew, Pastor of Waretown United Methodist Church

**Roll Call of Officials:**

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

**Committee Reports:** Bille, Farmer, Marte, Pipi,

**Mayor's Report**

**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:**

**Old Business:**

**Ordinance 2022-1 (Second Reading)**

Amending and supplementing Chapter 71 of the Township Code Entitled "Vehicles and Traffic" and specifically subsection 15 thereof Entitled "Parking Prohibited"

**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 2022-2 (Second Reading)**

Amending and supplementing Chapter 3 of the Township Code Entitled "Engineer, Municipal"

**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 2022-69**

Resolution authorizing payment of Bill List in the amount of \$12,783,113.43

**Motion to adopt resolution:**

**Second:**

**Roll Call:**

Committeeman Bille:

Committeeman Farmer:

Committeeman Marte:

Deputy Mayor Pipi:

Mayor Cirulli:

**New Business:**

**Approval of the Township Committee minutes from the January 1, 2022 Re-Org meeting**

**Motion to adopt minutes:**

**Second:**

**Roll Call:**

Committeeman Bille:

Committeeman Farmer:

Committeeman Marte:

Deputy Mayor Pipi:

Mayor Cirulli:

**Ordinance 2022-3 (First Reading)**

An Ordinance to exceed the Municipal Budget Appropriation limits and to establish a Cap Bank in accordance with N.J.S.A. 40A:4-45.14

**Motion to introduce Ordinance:**

**Second:**

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

**Ordinance 2022-4 (First Reading)**

Ordinance Vacating Rights of the Public in a Portion of Paper Street of Dorset Lane.

**Motion to introduce Ordinance:**

**Second:**

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

**Consent Agenda:**

The below listed items are considered to be routine by the Township of Barnegat and will be enacted by one motion. There will be no formal discussion of individual items. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately.

***Approval of use of the Municipal Dock for a Sunrise Service on Easter Sunday, April 17, 2022 from 6:00 AM to 7:00AM to Pastor Glenn Swank of Barnegat Bay Assembly of God***

***Approval of membership for Richard H. Cliff to the Barnegat First Aid Squad***

***Approval of On Premise 50/50 for 3/19/22 & 11/12/22 to the Barnegat Sports Boosters LLC***  
***Approval of on Premise Gift Basket on 3/19/22 & 11/12/22 to the Barnegat Sports Boosters LLC***

**Resolution 2022-70**

Resolution authorizing a refund of premiums paid at Tax Sale, various properties

**Resolution 2022-71**

Resolution authorizing the Tax Collector to refund overpayment of property tax, Block 92.80, Lot 19; 6 Magner Avenue

**Resolution 2022-72**

Resolution authorizing the Tax Collector to refund of taxes due to totally disabled veteran tax exemption, Block 113.09, Lot 6; 20 Birmingham Drive

**Resolution 2022-73**

Resolution authorizing the Tax Collector to refund of taxes due to totally disabled veteran tax exemption, Block 90.34, Lot 65; 40 Raccoon Lane

**Resolution 2022-74**

Resolution awarding W/S Utility Attorney to Dasti & Associates

**Resolution 2022-75**

Resolution appointing Special Counsel for the Municipal Building Project

**Resolution 2022-76**

Resolution authorizing the retention of developer escrow interest for 2021

**Resolution 2022-77**

Resolution authorizing reimbursement for mailbox damage due to snowstorm of January 3, 2022

**Resolution 2022-78**

Resolution authorizing progress Payment #11 to Frankoski Construction Co. for the New Municipal Building project

**Resolution 2022-79**

Resolution awarding contract to Epic Mechanical Inc., for conversion of Propane to Natural Gas at the Public Works Building

**Resolution 2022-80**

Resolution awarding Raybern Utility Solutions for the Itron Water Communication Module for Water/Sewer Department

**Resolution 2022-81**

Resolution authorizing Change Order and Final Payment to Earl Asphalt Company for the NJDOT Pine Oak Boulevard Improvement Project, Phase II

**Resolution 2022-82**

Resolution authorizing the execution of a shared services agreement with the County of Ocean Police Services for the Ocean County Narcotics Strike Force, "NSF"

**Resolution 2022-83**

Resolution authorizing the execution of shared service agreement with the Ocean County Prosecutors Office for the Traffic Safety Program (FAST)

**Resolution 2022-84**

Resolution promoting Patrolman Timothy Bradshaw to Sergeant to the Barnegat Police Department

**Resolution 2022-85**

Resolution executing a Shared Service Agreement with Ocean Township for Recreation Director Services

**Resolution 2022-86**

Resolution executing a Shared Service Agreement with Ocean Township for Construction Official Services

**Resolution 2022-87**

Resolution executing a Shared Service Agreement with Ocean Township for Plumbing Sub-Code Official

**Motion to adopt Consent Agenda:**

**Roll Call:** Committeeman Bille:

Committeeman Marte:

Deputy Mayor Pipi:

**Second:**

Committeeman Farmer:

Mayor Cirulli:

**Resolution 2022-88**

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

**Motion to adopt resolution:**

**Roll Call:** Committeeman Bille:

Committeeman Marte:

Deputy Mayor Pipi:

**Second:**

Committeeman Farmer:

Mayor Cirulli:

**Motion to Adjourn:**

**Time** \_\_\_\_\_

**Second:**

**Next scheduled meeting  
March 1, 2022 at 6:30 PM**

**ORDINANCE NO. 2022-1**

**ORDINANCE OF THE TOWNSHIP OF BARNEGAT,  
COUNTY OF OCEAN, STATE OF NEW JERSEY  
AMENDING AND SUPPLEMENTING CHAPTER 71  
OF THE TOWNSHIP CODE ENTITLED "VEHICLES  
AND TRAFFIC" AND SPECIFICALLY  
SUBSECTION 15 THEREOF ENTITLED  
"PARKING PROHIBITED"**

**WHEREAS**, the Township of Barnegat, County of Ocean, and State of New Jersey ("the Township") has received and reviewed November 1, 2021 memorandum of the Township's Consulting Engineer, Kurt Otto, PE of CME Associates regarding a street traffic investigation which was completed in conjunction with the Township's Police Department;

**WHEREAS**, as a result of the investigation it is recommended that there be an implementation of street parking restrictions along certain Township streets;

**NOW THEREFORE BE IT ORDAINED** by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean, and State of New Jersey as follows:

**SECTION 1.** Section 71-15 of the Township Code entitled "Parking prohibited" is hereby amended to include the following restrictions:

- Q. There shall be no parking on either side of Pennsylvania Avenue between Barnegat Boulevard and Ravenwood Boulevard.

**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.


DASTI & ASSOCIATES  
ATTORNEYS AT LAW

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

**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 Barnegat on the 1<sup>st</sup> day of January, **2022**, at 1:00 PM and will be considered for second and final passage at a meeting of the Township Committee to be held on the 1<sup>st</sup> day of February, **2022**, at 10:00 AM at the Municipal Building located at 900 West Bay Avenue, Barnegat, 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  
Township 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 2022-1** "Supplementing Chapter 71 of the Township Code Entitled "Vehicles and Traffic" and specifically subsection 15 thereof entitled "Parking Prohibited" was introduced and passed at a meeting of the Township Committee on the 1<sup>st</sup> day of January, 2022 and finally adopted after Public Hearing at a meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1<sup>st</sup> day of February, 2022

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Donna M. Manno, RMC  
Municipal Clerk

DASTI & ASSOCIATES

ATTORNEYS AT LAW

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





JOHN H. ALLGAIR, PE, PP, LS (1983-2001)  
DAVID J. SAMUEL, PE, PP, CME  
JOHN J. STEFANI, PE, LS, PP, CME  
JAY B. CORNELL, PE, PP, CME  
MICHAEL J. McCLELLAND, PE, PP, CME  
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)  
BRUCE M. KOCH, PE, PP, CME  
LOUIS J. PLOSKONKA, PE, CME  
TREVOR J. TAYLOR, PE, PP, CME  
BEHRAM TURAN, PE, LSRP  
LAURA J. NEUMANN, PE, PP  
DOUGLAS ROHMEYER, PE, CFM, CME  
ROBERT J. RUSSO, PE, PP, CME  
JOHN J. HESS, PE, PP, CME

November 1, 2021

Mayor & Township Committee  
Township of Barnegat  
900 West Bay Avenue  
Barnegat, NJ 08005

**Re: Pennsylvania Avenue "No Parking" Review**  
**Our File: VBG00003.01**

Dear Mayor & Township Committee:

As per your request, our office has investigated both the current condition and layout of Pennsylvania Avenue, as well as reviewed its current demand and potential for "No Parking" designation, from Barnegat Boulevard to Ravenwood Boulevard.

Our office performed the following tasks: Site investigation as to current condition of Pennsylvania Avenue, reviewed potential Average Daily Traffic (ADT) based upon existing development within the area, consulted with Township Police, Fire and EMS officials, and reviewed acceptable State of NJ documentation regarding residential street hierarchy and cartway designs.

### **Current Condition**

Presently, Pennsylvania Avenue is a 30 foot paved cartway, with curbing on both sides and sidewalk to the north. A recent 8 lot subdivision along the southerly portion of Pennsylvania Avenue, between Barnegat Boulevard and Ravenwood Boulevard, will include new sidewalks connecting Barnegat Boulevard to existing well house driveway, approximately 900 feet in length. These eight lots would all have driveways that access Pennsylvania Avenue. Pennsylvania Avenue is currently not striped, and in poor to good condition. Base repair is needed, as well as top course restoration throughout the investigated portion.

Presently, only one house (#174) and Township Well house driveway, are the only access driveways to the southern portion of Pennsylvania Avenue, from Barnegat Boulevard to Ravenwood. No driveways exist to the north. The recent subdivision approved 8 new driveways along the southerly portion of Pennsylvania Avenue. As a result, recently, township residents have expressed safety concerns regarding the newly approved houses, potential for parking on Pennsylvania Avenue, and the present volume of traffic Pennsylvania Avenue.

### **Current Demand**

In order to review the anticipated current demand (ADT) upon this portion of Pennsylvania Avenue, our office totaled the number of existing homes that would connect to Pennsylvania Avenue via the northerly Ravenwood Boulevard extension, see attached map. This totaled 251 single family units. Utilizing Table 4.1 of RSIS, a peak rate of 10.1 trips per day for a single family dwelling would total 2535 ADT. As per Table 4.2 of RSIS, this would equate to a street hierarchy of a Minor Collector, which operates between 1500 and 3500 ADT. Both tables are attached.



Mayor & Township Committee  
Township of Barnegat  
Pennsylvania Avenue No Parking Review

November 1, 2021  
Our File No. VBG00003.01  
Page 3

We trust that this letter will answer all of your questions regarding the subject matter. If we can be of further assistance, please feel free to call.

Very truly yours,

**CME ASSOCIATES**

Kurt J. Otto, PE, CME, CFM  
*Township Engineer*

KJO/ts  
attachments

cc: Martin Lisella, Administrator  
Christopher Dasti, Esq – Township Attorney

**TABLE 4.1 AVERAGE DAILY MOTOR VEHICLE TRAFFIC TRIP GENERATION  
PER DWELLING UNIT<sup>1</sup>**

LAND USE <sup>2</sup>	PEAK RATE
Single-family detached housing	10.1
Townhouse	5.9
Low-rise apartment	7.2
Mid-rise apartment	5.5
High-rise apartment	5.0
Mobile home park	5.0
Senior Adult Housing – Detached	3.7
Senior Adult Housing – Attached	3.5
Continuing-Care Retirement Community, Congregate Care, Assisted Living, and Other Age-Restricted Housing	2.8
Recreational homes (owner occupied)	3.2

NOTES: <sup>1</sup>The trip generation rates listed are guidelines only. The actual use of trip generation rates is derived by the use of regression analysis and should be computed only by professionals proficient in the use of the ITE *Trip Generation* manual. The "Land Use" definitions are based on the ITE manual, with slight modifications to address inconsistencies contained within the ITE manual.

<sup>2</sup>For two-family dwellings (duplexes), apply the values for single-family dwellings to each unit.

SOURCE: Institute of Transportation Engineers, *Trip Generation* (Washington, D.C.: ITE, 2003), 7<sup>th</sup> Edition. The peak ADT rates take into consideration Saturday and Sunday rates, as well as weekday rates.

**TABLE 4.2 RESIDENTIAL STREET HIERARCHY DEFINITIONS**

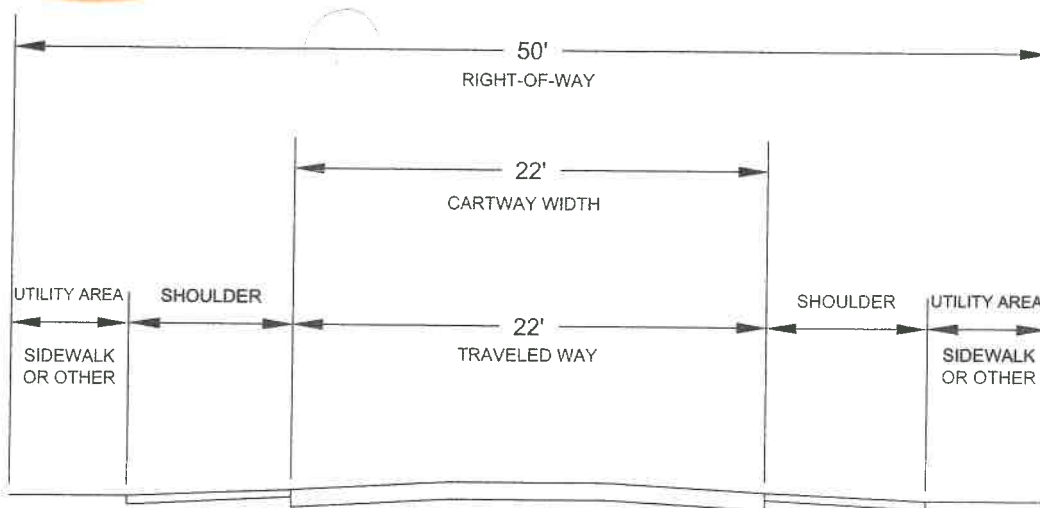
STREET TYPE	DESCRIPTION	AVERAGE DAILY TRAFFIC (maximum)
RESIDENTIAL ACCESS**	<p>Lowest order, other than rural street type, of residential streets. Provides frontage for access to lots and carries traffic with destination or origin on the street itself. Designed to carry the least amount of traffic at the lowest speed. All, or the maximum number of housing units, shall front on this class of street.</p> <p>*Residential access streets of "loop" configuration, that is two ways out, should be designed so no section conveys an ADT greater than 1,500. Each half of a loop street may be classified as a single residential access street, but the total traffic volume generated on the loop street should not exceed 1,500 ADT, nor should it exceed 750 ADT at any point of traffic concentration.</p>	1,500*
RESIDENTIAL NEIGHBORHOOD**	<p>A type of residential access street conforming to traditional subdivision street design, and providing access to building lots fronting on a street, and parking on both sides of street.</p> <p>**Applicant may choose either the RESIDENTIAL ACCESS or the RESIDENTIAL NEIGHBORHOOD street type for new streets. See section 4.8(b) for specific right-of-way and cartway width requirements for new streets that are a continuation of an existing street.</p>	
MINOR COLLECTOR	<p>Middle order of residential street. Provides frontage for access to lots and carries traffic of adjoining residential access streets. Designed to carry somewhat higher traffic volumes than lower-order streets such as rural and residential access streets, with traffic limited to motorists having origin or destination within the immediate neighborhood. Is not intended to carry regional traffic.</p> <p>Each half of a loop-configured minor collector may be classified as a single minor collector street, but the total traffic volume conveyed on the loop should not exceed 3,500 ADT, nor should it exceed 1,750 ADT at any point of traffic concentration.</p>	3,500
MAJOR COLLECTOR	<p>Highest order of residential streets. Conducts and distributes traffic between lower-order residential streets and higher-order streets -- arterials and expressways. Carries the largest volume of traffic at higher speeds. Function is to promote free traffic flow; therefore, parking should be prohibited and direct access to homes from this level of street should be avoided. Collectors should be designed so they cannot be used as shortcuts by non-neighborhood traffic.</p>	7,500

**TABLE 4.3 CARTWAY AND RIGHT-OF-WAY WIDTHS**

STREET TYPE <sup>a</sup>	TOTAL AVG. DAILY TRAFFIC	TRAV- ELED WAY	NO. OF PARKING LANES <sup>b</sup>	PARKING LANE WIDTH	CART- WAY WIDTH	CURB OR SHOUL- DER <sup>h</sup>	SIDE- WALK OR GRADED AREA <sup>j</sup>	RIGHT- OF-WAY WIDTH <sup>i</sup>
RESIDENTIAL ACCESS	1,500*							
a. Parallel Parking Low intensity	*(loop-750 each half)	21'	1	7'	28'	None	1 SW 1 GA	50'
Medium intensity		21'	1	7'	28'	Curb	2 SW	50'
High intensity (on-street parking)		21'	1	7'	28'	Curb	2 SW	50'
b. Nonparallel Parking (all intensities)								
One-side parking		24'	1	18'		Curb	2 SW <sup>n</sup>	54'
Two-side parking		24'	2	36'		Curb	2 SW <sup>n</sup>	72'
c. No Parking High intensity (off-street parking)		20'	0	0'	20'	None	2 SW	50'
NEIGHBORHOOD (all intensities)	1,500	16'	2	14'	30' <sup>c</sup>	Curb	2 SW	50'
MINOR COLLECTOR <sup>l</sup>	3,500							
Low intensity <sup>d</sup> with no parking		20'	0	0'	20'	None	1 SW 1 GA	50'
Low intensity with one parking lane		21'	1	7'	28'	Curb	1 SW 1 GA	50'
Medium and high intensities with one parking lane		21'	1	7'	28'	Curb	2 SW	50'
Medium and high intensities with two parking lanes		22'	2	14'	36'	Curb	2 SW	60'
Medium and high intensities with off-street parking		22'	0	0'	22'	Curb or shoulder	2 SW	50'
MAJOR COLLECTOR <sup>l</sup>	7,500							
Low intensity		24'	0	0'	24'	None	2 SW	50'
Medium and high intensities		24'	0	0'	24'	Curb or shoulder	2 SW	50' if curb, 54' if shoulder

**MINOR COLLECTOR**  
(medium and high intensities  
with off-street parking  
and shoulders)

Illustration 8 of 14



FOR ILLUSTRATIVE PURPOSES ONLY

TRAVELED WAY:	22 FEET
NUMBER OF PARKING LANES:	0
PARKING LANE WIDTH:	0 FEET
CARTWAY WIDTH:	22 FEET
CURB OR SHOULDER:	SHOULDER
medium intensity:	4 FEET
high intensity:	6 FEET
SIDEWALK OR GRADED AREA:	2 SW
RIGHT-OF-WAY:	50 FEET

**ORDINANCE NO. 2021-2**

**ORDINANCE OF THE TOWNSHIP OF BARNEGAT,  
COUNTY OF OCEAN, STATE OF NEW JERSEY  
AMENDING AND SUPPLEMENTING CHAPTER 3  
OF THE TOWNSHIP CODE ENTITLED  
“ENGINEER, MUNICIPAL”**

**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 3 of the Township Code entitled “Engineer, Municipal” it is hereby amended and supplemented as follows:

**SECTION 1.** Chapter 3 of the Township Code entitled “Engineer, Municipal” is hereby amended to read as follows:

**§3-1 Creation of Position.**

It is hereby established that within the Township of Barnegat the position of Municipal Engineer. The Municipal Engineer shall be appointed annually by the Township Committee and may be a full-time Township employee or otherwise a professional appointment and subject to such retainer, salary, and/or fees as approved by the Township Committee.

**§3-2 Qualifications.**

The qualifications for the position of Municipal Engineer shall be as follows:

- A. Graduation from an accredited college or university with a Bachelors’ degree.
- B. Duly licensed as a professional engineer in the State of New Jersey for at least five (5) years.
- C. At least five (5) years’ experience in State, County, Regional or Municipal engineering Activities.

**§3-3 Powers and Duties.**

The Municipal Engineer shall perform such duties as our prescribed by general law and ordinance and, in addition, shall:

- A. Prepare, or cause to be prepared, all plans, designs and specifications for public works and improvements undertaken by the Township;
- B. Provide and maintain surveys, maps, plans, specifications and control records with respect to public works owned and operated by the Township;
- C. Provide technical and engineering advice and assistance to other Township departments;
- D. Recommend to the Township Committee the undertaking of needed capital projects within the Township;
- E. Assist in the formation and implementation of the Township capital budget;
- F. Supervise and direct all inspection services and inspection personnel of the Township excluding those services, inspection and personnel under the authority of the Township Code Official;
- G. Assign, supervise, and direct with the approval of the Township Committee or business administrator, projects to those special consulting engineers authorized by the governing body and supervised the same;
- H. Supervise all personnel under their supervision; and
- I. Upon termination, all papers, documents, memoranda, report and other materials relating to the administration engineering duties of the engineer shall be and remain the property of the Township;
- J. Oversee and supervise the Township water and sewer utility and all engineer services necessary for the water and sewer utility; and
- K. Shall have all other powers, duties, and responsibilities as set forth in the Barnegat Township Code.

DASTI & ASSOCIATES

ATTORNEYS AT LAW

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

#### **§3-4 Special Engineering Consultants.**

The Township Engineer is authorized, within the available appropriations, to employ such additional engineering staff to aid in such engineering projects, actions, causes or proceedings of importance, as he or she may deem necessary. If, at any given time, the Township Engineer cannot handle a project for the Township, the Township Committee may retain such separate engineering or planning consultants to handle such specific project for the Township, upon the authorization of the Township, from a list of engineers approved by resolution of the Township Committee.



**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 Barnegat on the 1<sup>st</sup> day of January, **2022**, at 1:00 PM and will be considered for second and final passage at a meeting of the Township Committee to be held on the 1<sup>st</sup> day of February, **2022**, at 10:00 AM at the Municipal Building located at 900 West Bay Avenue, Barnegat, 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  
Township 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 2022-2** "Amending and Supplementing Chapter 3 of the Township Code Entitled "Engineer, Municipal" was introduced and passed at a meeting of the Township Committee on the 1<sup>st</sup> day of January, 2022 and finally adopted after Public Hearing at a meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1<sup>st</sup> day of February, 2022

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Donna M. Manno, RMC  
Municipal Clerk

DASTI & ASSOCIATES

ATTORNEYS AT LAW

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

# DASTI ASSOCIATES

Christopher J. Dasti

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Jeffrey D. Cheney

Brian R. Clancy

A Professional Corporation  
Attorneys At Law  
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Forked River, New Jersey 08731  
609-549-8990  
Fax: 609-549-5043  
www.DastiLaw.com

File No.: GL-1012

December 17, 2021

Via Email

Martin Lisella, Township Administrator  
Township of Barnegat  
900 West Bay Avenue  
Barnegat, NJ 08005

**Re: Ordinance Amending and Supplementing Chapter 3 of the Township Code  
Entitled "Engineer, Municipal"**

Dear Marty:

As requested, enclosed please find the Ordinance for the Township Committee's consideration amending Chapter 3 of the Township Code to provide that the Township Engineer may be a full-time employee.

Please review and if you have any questions, please do not hesitate to contact me.

Very truly yours,

*s/ Christopher J. Dasti*

CHRISTOPHER J. DASTI

CJD:ll

Enc.

cc: Donna Manno, Township Clerk-w/enc.-via email

**2022-69**

**BILL LIST FOR FEBRUARY 1, 2022**

### **ORDINANCE 2022-3**

#### **AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK IN ACCORDANCE WITH N.J.S.A. 40A:4-45.14**

**WHEREAS**, the Local Government Cap Law, N.J.S.A. 40a:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

**WHEREAS**, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

**WHEREAS**, the Barnegat Township Committee of the Township of Barnegat in the County of Ocean finds it advisable and necessary to increase its CY 2022 budget by up to 3.5% over the previous years final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

**WHEREAS**, the Barnegat Township Committee hereby determines that a 3.5% increase in the budget for said year, amounting to \$235,593 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

**WHEREAS**, the Barnegat Township Committee hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding year.

**NOW, THEREFORE BE IT ORDAINED** by the Township Committee of the Township of Barnegat in the County of Ocean, New Jersey, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2022 budget year, the final appropriations of the Township of Barnegat shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased to 3.5% amounting to \$824,576 and that the CY 2022 municipal budget for the Township of Barnegat be approved and adopted in accordance with this ordinance; and

**BE IT FURTHER ORDAINED**, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon; be filed with said Director within 5 days after such adoption.

**NOTICE IS HEREBY GIVEN** that the foregoing ordinance was introduced on first reading at a special meeting of the Barnegat Township Committee held on the 1st day of February, 2022, and will be considered for second reading and final adoption at a regular meeting of said Committee to be held on the 1st day of March, 2022, at 900 West Bay Avenue, Barnegat, New Jersey at which time and place any person wishing to be heard on the subject shall be given an opportunity to be so heard.

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Donna Manno, RMC  
Municipal Clerk

**ORDINANCE NO. 2022-4**

**AN ORDINANCE OF THE TOWNSHIP OF BARNEGAT,  
COUNTY OF OCEAN AND STATE OF NEW JERSEY,  
VACATING RIGHTS OF THE PUBLIC IN A PORTION  
OF PAPER STREET OF DORSET LANE.**

**WHEREAS**, pursuant to N.J.S.A. 40:67-1(b) and N.J.S.A. 40:67-19, the Township Committee may, by ordinance, vacate any public street or portion thereof, dedicated to public use, but not accepted by the Township, whether or not the same, or any part, has been actually opened or improved; and

**WHEREAS**, the Township has received an application for Street Vacation related to Dorset Lane between Pennsylvania Avenue and Cape May Avenue, affecting Block 129, Lot 1 and 8 and Block 126, Lot 4. The Township Engineer has received and reviewed the Street Vacation Application documentation and the proposed vacation evenly split down the center of the existing right-of-way, with areas to be combined with existing Lots 1 and 8 in Block 129 and in Lot 4 in Block 126; and

**WHEREAS**, the survey and Metes and Bounds description is attached hereto as Exhibit A, as well as the January 10, 2022 review memorandum of the Township Engineer recommending the street vacation, attached hereto as Exhibit B; and

**WHEREAS**, pursuant to N.J.S.A. 4:67-1(b), the Township Committee must, by Ordinance, preserve the right of public utilities to maintain, repair and replace their existing utility facilities, including cable television facilities, in, adjacent to, over, or under the property or right-of-way to be vacated; and

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

**SECTION 1.** All public easements, right and interests to portions of right-of-way and/or papers streets known as Dorset Lane between Pennsylvania Avenue and Cape

May Avenue, affecting Block 129, Lots 1 and 8 and Block 126, Lot 4, as more fully set forth in the Metes and Bounds description attached hereto as Exhibit A. are hereby vacated, released and extinguished except for all rights and privileges now possessed by public utilities, as defined in N.J.S.A. 48:2-13, and by any Cable Television Company, as defined in the “Cable Television Act,” N.J.S.A. 48:5A-1 et seq., to maintain, repair and replace their existing facilities in, adjacent to, over or under the street, or any part thereof, to be vacated subject to the conditions described herein; all conditions, unless otherwise noted, shall be satisfied prior to said vacation being effective.

**SECTION 2.** The Township Clerk shall publish, this ordinance, after being introduced and having passed a first reading, at least once not less than ten (10) days instead of one (1) week prior to the time fixed for further consideration for final passage, shall be published at least once in a newspaper published and circulated in the Township, pursuant to N.J.S.A. 40:49-6.

**SECTION 3.** It is the intent of the Township Committee of Barnegat to vacate the aforementioned interests that the public may have in the property, and to provide that the property shall be conveyed, in its “as is” condition, to Stonehill at Barnegat II for no consideration.

**SECTION 4.** At least seven (7) days prior to the time fixed for the consideration of this Ordinance for final passage, a copy of this Ordinance, together with a notice of its and time and place when and where the Ordinance will be further considered for final passage, shall be given by the Township Clerk to the owners of all real property, as shown on the current tax map duplicates, to be located within 200 feet in all directions of Dorset Lane, between Pennsylvania Avenue and Cape May Avenue, as shown on Exhibit A pursuant to N.J.S.A. 40:67-19 and N.J.S.A. 40:49-6.

DASTI & ASSOCIATES  
ATTORNEYS AT LAW

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



**SECTION 5.** The Township Clerk shall within sixty (60) days after such ordinance becomes effective file a certified copy of the ordinance vacating the street with the office of the County Clerk in a special book set aside for dedications and vacations, pursuant to N.J.S.A. 40:67-21.

**SECTION 6.** After introduction, this Ordinance shall be referred to the Barnegat Township Planning Board for review and comment pursuant to N.J.S.A. 40:55D-26, N.J.S.A. 40:55D-32, and N.J.S.A. 40:55D-33, since vacation of a public street or portion thereof constitutes a change to the official map of Barnegat Township, Ocean County and the closing of a public street, albeit a paper unimproved street.

**SECTION 7.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

**SECTION 8.** If any section, subsection, paragraph, sentence or any part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance not directly involved in the controversy in which such judgment shall have been rendered.

**SECTION 9.** This Ordinance shall take effect upon final passage and publication in accordance with 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 Barnegat on the 1<sup>st</sup> day of February, **2022**, and will be considered for second and final passage at a meeting of the Township Committee to be held on the 1<sup>st</sup> day of March, **2022**, at 6:30 PM. at the Municipal Building located at 900 West Bay Avenue, Barnegat, 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.

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DONNA M. MANNO, RMC  
Township Clerk

DASTI & ASSOCIATES

ATTORNEYS AT LAW

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

## RESOLUTION 2022-70

### 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 114.16 Lot 19;	6 Mizzen Dr	Block 256 Lot 8	663 East Bay Ave
Block 114.02 Lot 14;	10 Bayside Ave	Block 114.05 Lot 3	98 Barnegat Blvd
Block 258 Lot 15;	154 Brook St	Block 255 Lot 25	119 Brook St
Block 114.22 Lot 1;	1 Mast Drive	Block 161.21 Lot 12	1 Jennifer Lane
Block 114.14 Lot 68;	20 Commodore Ct	Block 114.26 Lot 115	17 Lexington Blvd
Block 114.27 Lot 42;	39 Anchor Rd		

### 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 February 1, 2022.

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Donna M. Manno, RMC  
Municipal Clerk

**RESOLUTION 2022-71**

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING THE TAX COLLECTOR TO REFUND PAYMENT  
ERRONEOUSLY PAID**

**WHEREAS**, a payment has been received by the Tax Office, for the parcel known as Block 92.80 Lot 19, address 6 Magner Ave, in the amount of \$3,671.23 for the Tax bill in error; and

**WHEREAS**, we had already received a payment on said parcel for 4<sup>th</sup> Quarter 2021 which resulted in an overpayment; and

**WHEREAS**, a request for a refund of the overpayment made on November 1, 2021 has been requested and proof of payment received,

**THEREFORE BE IT RESOLVED**, that the Collector be directed to refund the overpayment on the tax account to,

Penny Mac Loan Services  
Attn: Tax Refunds Dept  
6101 Condor Drive, Suite 200  
Moorpark, CA 93021

**BE IT FURTHER RESOLVED**, by the Township Committee, County of Ocean, State of New Jersey that the Treasurer be directed to draft a check in the amount of \$3,671.23 and the Tax Collector 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 February 1, 2022

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Donna M. Manno, RMC  
Municipal Clerk

**RESOLUTION 2022-72**

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
CANCELING TAXES  
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 the 2021 added assessment taxes, when a N.J.S.A. 54:4-3.30 Certification of Assessment Credit for Exemption has been granted, and

<u>Block/Lot</u>	<u>Homeowner</u>	<u>Date Exempt</u>	<u>2021 Added Assessment Canceled</u>
113.09/6	Bernard Ross 20 Birmingham Dr Barnegat, NJ 08005	5/25/21	\$3,343.29

**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 2021 added assessment taxes 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 February 1, 2022

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Donna M. Manno, RMC  
Municipal Clerk

## RESOLUTION 2022-73

### 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 2021 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 2021 since they are Totally Exempt a will have no future billings

<u>Block/Lot</u>	<u>Homeowner</u>	<u>Date Exempt</u>	<u>2021 Taxes Canceled</u>	<u>Refund</u>
90.34/65	Luz Toro 40 Raccoon Lane Barnegat, NJ 08005	12/8/21	\$17.67	\$17.67

**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 2021 taxes, and refund be issued to said homeowner for \$17.67 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 February 1, 2022

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Donna M. Manno, RMC  
Municipal Clerk

## **RESOLUTION 2022-74**

### **RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING WATER/SEWER UTILITY ATTORNEY FOR THE YEAR 2022 THROUGH A FAIR AND OPEN PROCESS**

**WHEREAS**, Public Law 2004, Chapter 19 was signed by the Governor and takes effect on January 1, 2006, and

**WHEREAS**, Township Ordinance 2005-03, Ordinance 2005-04, and Ordinance 2005-05 were adopted by the Barnegat Township Committee on February 22, 2005, sets forth the requirements and procedures for the receipt of proposals for Professional Service Contracts, and

**WHEREAS**, proposals for Professional Service Contracts were received and reviewed by the Township Committee in an open and fair process in accordance with Township Ordinance 2005-03, Ordinance 2005-04 and Ordinance 2005-05 and public law, and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A-11.1, ET SEQ) requires notice of a resolution authorizing the award of contracts for "PROFESSIONAL SERVICES" without competitive bids be publicly advertised, and

**WHEREAS**, the Township Chief Financial Officer has certified that funds are available for this purpose in an appropriation in the 2022 Temporary Budget,

**WHEREAS**, the Township has determined there exist a need for the following Professional Services for the year 2022, now

**THEREFORE BE IT RESOLVED** by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean, state of New Jersey, of the following:

1. The Township Committee hereby authorizes and directs the execution of contracts of agreement with the following for their professional service:

**Township Water/Sewer Utility Attorney**

Dasti & Associates Attorney at Law, 310 Lacey Road, PO Box 779, Forked River, NJ 08731,

1. Appointments shall begin on February 1, 2022 and end on December 31, 2022. Said appointments shall be paid on a fee basis.

3. The appointment is made without competitive bidding for "Professional Services" to be performed by a person authorized by law to practice a recognized profession.

4. A notice of this appointment shall be advertised in a newspaper of general circulation within the boundaries of the Township of Barnegat not more than ten (10) days after passage of this resolution.

5. That the Mayor is authorized to execute and the Clerk to attest to the "Professional Service" contracts with the entities listed above in item number 1 of this resolution.

**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 on the 1<sup>st</sup> day of February 2022, in the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.

\_\_\_\_\_  
Donna M. Manno, RMC  
Municipal Clerk

**RESOLUTION NO. 2022-75**

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF  
OCEAN, STATE OF NEW JERSEY, APPOINTING SPECIAL COUNSEL  
FOR THE MUNICIPAL BUILDING PROJECT**

**WHEREAS**, the Township of Barnegat, County of Ocean, State of New Jersey (the "Township") previously awarded the bid for the construction of the New Barnegat Township Municipal Building Project (the "Project") to Frankoski Construction Company, pursuant to the New Jersey Local Public Contracts Law N.J.S.A. 40A:11-1 et seq; and

**WHEREAS**, the Township has solicited request for qualifications and proposals in accordance with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. for the position of Special Counsel; and

**WHEREAS**, qualifications have been received and reviewed by the Township.

**NOW, THEREFORE, BE IT RESOLVED** on this 1<sup>st</sup> day of February, 2022 by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township appoints John J. Novak, P.C., 3 Franklin Ave, Toms River, NJ 08753 as its Special Counsel to the New Township Municipal Building Project as of January 17, 2022. This contract is for the award of a professional service and extraordinary unspecified services pursuant to the New Jersey Local Public Contracts Law N.J.S.A. 40A:11-1 et seq.

2. The Special Counsel contract is for the 2022 year with a compensation Not to Exceed \$65,000.00

3. The Mayor, Township Clerk and Township Administrator are hereby authorized 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) Tom Lombarski, CFO
- (d) John J. Novak, P.C.
- (e) Eli Goldstein, The Goldstein Partnership, Township Architect
- (f) Frankoski Construction Co., Inc.

**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 on the 1<sup>st</sup> day of February 2022, in the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.

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Donna M. Manno, RMC  
Township Clerk



THE LAW OFFICES OF  
*John J. Novak P.C.*  
A PROFESSIONAL CORPORATION  
3 FRANKLIN AVENUE  
TOMS RIVER, NJ 08753  

---

732-505-4321

JOHN J. NOVAK\*

**\*MEMBER OF NJ, PA & D.C. BARS**

*Admitted to Practice in the Supreme Court of the United States*

*Admitted to Practice in the United States Court of Appeals Third Circuit*

January 5, 2022

Township of Barnegat  
900 West Bay Avenue  
Barnegat, NJ 08005

**Re: 2022 Special Counsel  
(New Town Hall Project aka BMPC)**

Honorable Mayor Cirulli and Township Committee:

Please consider and use this writing as a formal request to be appointed as Special Counsel for Barnegat's New Town Hall/Municipal - Police Complex.

I have decades of experience in all phases of land use, construction and legal matters, specifically including legal representation and litigation relating thereto. I possess thorough actual experience in the field, the jobsite and the courtroom, a unique medley of feasibility analysis, planning, design, layout, bidding, contracting, construction and the legal issues with the construction process. In fact, I have nearly forty (40) years of construction experience, including over thirty-two (32) years as a New Jersey licensed attorney at law representing clients, public and private. My practice has been engaged with construction and land use related matters for all of the thirty-two plus years I have been practicing law.

In addition to the foregoing, my vantage point benefits from a unique and intimate familiarity of Barnegat's day-to-day operations on both the municipal and police sides of the building. My experience based knowledge, as mentioned above, along with an unparalleled familiarity with the site and its planning, are unmatched.

My project specific and client specific familiarity, coupled with decades of planning, construction and legal knowledge, would be inextricably intertwined with a historically demonstrated loyalty to the success of this project and protecting Barnegat's interests.

If there are any questions or other materials required for this submission, please feel free to advise.

Respectfully,

*/s/ John J. Novak*

John J. Novak

JJN/gn

Encl.

PLEASE EXECUTE THIS FORM  
AND SUBMIT AS COVER PAGE  
WITH THE RFP PACKAGE

The Law Offices of John J. Novak, P.C.      3 Franklin Avenue, Toms River, NJ 08753

**Company Name**

**Mailing address**

John J. Novak

jfn.pc@comcast.net

(732) 505-4321

**Primary contact**

**Email**

**Telephone**

**Website**

	POSITION	Check which service(s) you are applying for	Total "Not to exceed" 2021 contract amount	Hourly Rate/Flat Rate
1	Township Attorney			
2	Water/Sewer Attorney			
3	Labor Counsel & Human Resources Director			
4	Township & Water/Sewer Engineer			
5	Conflict Township & Water/Sewer Engineer & Special Projects Engineer			
6	Township Planner			
7	Township Auditor (Includes Water/Sewer Utility)			

SPECIAL COUNSEL

X

\$65,000.00

(New Town Hall Project aka BMPC)

PLEASE EXECUTE THIS FORM AND SUBMIT WITH THE RFP PACKAGE

PUBLIC/STOCKHOLDER DISCLOSURE STATEMENT

NAME OF BUSINESS: The Law Offices of John J. Novak, P.C.

I certify that the list below contains the names and home addresses of all stockholders 10% or more of the issued and outstanding stock of the undersigned.

Or

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

- ☐ Partnership  
☐ Limited Partnership  
☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

**STOCKHOLDERS:**

Name: John J. Novak

Home Address:

501 E. Bay Avenue

Barnegat, NJ 08005

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

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this 1<sup>st</sup> day of

Jan., 2022.

Rose Novak

(Notary Public Signature)

My Commission Expires: 10/24/2026

(Affiant)

(Print name & title of affiant)

John J. Novak, Principal  
(Corporate Seal)

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE RFP PACKAGE

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Ocean

I, John J. Novak residing in Barnegat Township in the County of  
(Name of Affiant) (Name of Municipality)

Ocean and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am Principal of the firm of John J. Novak, P.C. the bidder making this Proposal  
(Title or Position) (Name of Firm)

For the bid entitled \$65,000.00  
(Title of Bid Proposal)

And that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in the affidavit are true and correct, and made with full knowledge that the

Township of Barnegat relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bond fide established commercial or selling agencies maintained

By John J. Novak, Principal

Subscribed and sworn to me

Before this day 6th January, 2022

Rose Hassard  
(Signature)

Rose HASSARD  
(Type or print name of affiant under signature)

Notary public of New Jersey

My commission expires: 10/24/2026 (Seal)

10/16/12

Taxpayer Identification# **223-025-573/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

**THE LAW OFFICES OF JOHN J. NOVAK, P.C.**

TRADE NAME:

ADDRESS:

**201 HOOPER AVE STE 2  
TOMS RIVER NJ 08753**

SEQUENCE NUMBER:

**0560698**

EFFECTIVE DATE:

**04/25/90**

ISSUANCE DATE:

**10/16/12**



Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-08), D205845V

**PLEASE EXECUTE THIS FORM AND SUBMIT WITH THE RFP PACKAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employments because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contract will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity should include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contract officer advising the labor union or workers' representative of the contractor's commitments under this act and should post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

**PLEASE EXECUTE THIS REQUIRED FORM AND SUBMIT WITH RFP PACKAGE**

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE TO BIDDERS  
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27  
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor should submit to the County, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program? Yes \_\_\_\_ No X  
If yes, please submit a photo copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes X No \_\_\_\_  
If yes, please submit a photo copy of such approval.

3. The successful vendor should complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report should constitute evidence of compliance with the regulations. Prior to execution of the contract, EEO/AA evidence must be submitted.

The successful vendor should complete an initial Employee Report (Form AA-302) on the Division website at [www.state.nj.us/treasury/contract](http://www.state.nj.us/treasury/contract) compliance.

The successful vendor(s) must submit the AA-302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid should be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Company: The Law Offices of John J. Novak, P.C.

Signature: 

Print Name: John J. Novak

Company: \_\_\_\_\_

Date: 1/16/22



PLEASE EXECUTE THIS FORM AND SUBMIT WITH THE RFP PACKAGE

**N.J.S.A. 10:5-31 ET SEQ. (P.L. 1975, C.127) AND N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS  
(CONTINUED)**

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor should submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA-302

The contractor and its subcontractors should furnish such reports or other documents to the Division of Public Contract Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies should furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Submitted by: The Law Offices of John J. Novak, P.C.  
(Name of Firm)

Name: John J. Novak  
(Please type or print)

Signature: 

Title: Principal

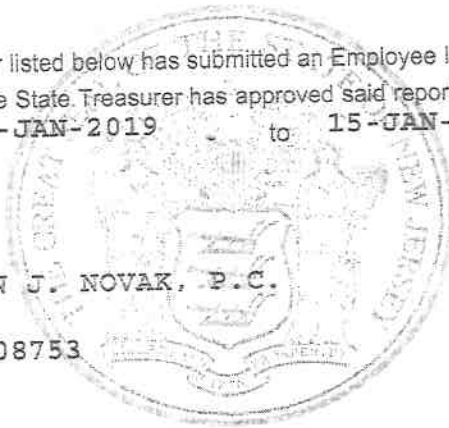
Date: 1 / 05 / 22

Certification 13553

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2019** to **15-JAN-2026**

THE LAW OFFICES OF JOHN J. NOVAK, P.C.  
3 FRANKLIN AVENUE  
TOMS RIVER NJ 08753



*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**The Law Offices of John J. Novak, P.C.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > \_\_\_\_\_  
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) > \_\_\_\_\_  
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**3 Franklin Avenue**

6 City, state, and ZIP code  
**Toms River, New Jersey 08753**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	2	-	3	0	2	5	5	7 3

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person >  Date > **1-6-22**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

PLEASE EXECUTE THIS FORM AND SUBMIT WITH THE RFP PACKAGE

TOWNSHIP OF BARNEGAT  
900 WEST BAY AVENUE  
BARNEGAT, NJ 08005

**RIGHT TO EXTEND – TIME FOR AWARD**

The Township of Barnegat is required by the Local Public Contracts Law N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the Township of Barnegat require an additional thirty (30) days extension to make an award of this bid, by signing this document you should grant the Township of Barnegat the right to extend this award up to ninety (90) days, if deemed necessary

SIGNED: \_\_\_\_\_

(SIGNATURE)

TITLE: \_\_\_\_\_

Principal

(PRINTED OR TYPED)

COMPANY: \_\_\_\_\_

The Law Offices of John J. Novak, P.C.

DATED: \_\_\_\_\_

1, 6, 22

TYPE OF PRODUCT OR SERVICE OFFERED: \_\_\_\_\_

Legal Services

## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

Acknowledge Receipt  
(initial)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☒ No addenda were received:

Acknowledged for: The Law Offices of John J. Novak, P.C.  
(Name of Bidder)

By:   
(Signature of Authorized Representative)

Name: John J. Novak, Esq.  
(Print or Type)

Title: Principal

Date: 1/6/20

**TOWNSHIP OF BARNEGAT  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES MAY RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification may render a bidder's bid proposal non-responsive.** If the Township of Barnegat determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (C.52:32-59). The Township of Barnegat may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

**PLEASE CHECK THE APPROPRIATE BOX:**

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN** You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGES.**

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

\_\_\_\_\_ Duration  
of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

**TOWNSHIP OF BARNEGAT  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Certification:**

John J. Novak

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Barnegat is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Barnegat to notify the Township of Barnegat in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Barnegat and that the Township of Barnegat at its option may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

**Bidder:** John J. Novak, Esq., The Law Offices of John J. Novak, P.C.

**Signature:**

**Print Name:** John J. Novak

**Title:** Principal

**Date:**

1/6/22

**LAWYERS PROFESSIONAL LIABILITY INSURANCE  
POLICY DECLARATIONS**

**Policy Number**  
21MCNJ000221

**Issuing Company**  
Medmarc Casualty Insurance Company  
4795 Meadow Wood Lane, Suite 335 West  
Chantilly, VA 20151  
(A Stock Company)

**1 Named Insured and Address**

The Law Offices of John J. Novak, PC  
3 Franklin Avenue  
Toms River, NJ 08753

**2 Policy Period**

Effective Date: 2/4/2021  
Expiration Date: 2/4/2022

12:01 A.M. Standard Time at the address  
of the Named Insured as stated herein.

**3 Retroactive Date**

12/21/1989

Unless indicated otherwise in an  
Endorsement attached to this **policy**

**4 Limit of Liability**

\$1,000,000.00	Each Claim
\$1,000,000.00	Aggregate

**5 Deductible**

\$2,500.00	Each Claim
\$2,500.00	Aggregate

**6 Premium**

\$4,026.00

**7 Fees (if applicable)**

\$24.00

Issue Date: 02/11/2021



## RESOLUTION 2022-76

### RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE RETENTION OF DEVELOPER ESCROW INTEREST

WHEREAS, The Barnegat Township Land Use Code Book states,

#### 55-80.3. Deposit of Escrow with Banking Institutions

Whenever the fees paid under §§ 55-80.1 and 55-80.2 shall exceed five thousand dollars (\$5,000.) it shall be deposited in a banking institution or savings and loan association in this State, insured by an agency of the Federal government, or in any other fund or depository approved for such deposits by the State of New Jersey in an account bearing interest at the minimum rate currently paid by the institution or depository on time or savings deposits. The Township Treasurer shall notify the applicant, in writing, of the name and address of the institution or depository in which the deposit is made and the amount of the deposit. If the amount of interest earned on the deposit exceeds one hundred dollars (\$100.), that entire amount shall belong to the applicant and shall be refunded to him by the Township on an annual basis or at the time the deposit is repaid or applied for the purpose it was deposited; provided, however, that the Township shall retain for administrative expenses a sum equivalent to no more than thirty-three and one-third percent (33 1/3%) of the entire amount, which shall be in addition to all other administrative expenses. In the event that the interest paid on a deposit for a year does not exceed one hundred dollars (\$100.), the same is to be retained by the Township.

**THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Chief Finance Officer is hereby authorized to retain the **2021** accrued interest to the following accounts:

OADRHORTON	7762457542	D.R. HORTON - OCEAN ACRES	\$3.06
PB00-08INT	7200037410	LIGHTHOUSE DEVELOPMENT - FAULKNER	\$3.26
PB00-18CBD	7200037577	HOVCARE, INC	\$39.85
PB00-18INT	7200037297	HOVCARE AT BARNEGAT	\$17.84
PB01-04INT	7200037285	VALLEY VIEW ESTATES - REMSEN MILLS	\$4.83
PB01-11IN	7762457492	D.R. HORTON - SEA CREST - COMMON AREAS	\$25.36
PB01-11IN1	7762457500	D.R. HORTON - SEA CREST - SECTION 1	\$20.86
PB01-11IN3	7764550503	D.R. HORTON - SEA CREST - SECTION 3	\$52.82
PB03-07INT	7200037403	INDEPENDENCE PLACE - OC PARTNERS	\$2.87
PB03-25INT	7200037421	PRECISION FENCE	\$3.71
PB03-25INT	7760211196	PRECISION FENCE BONDS & INT	\$25.78
PB06-16CBD	7760211201	LIGHTHOUSE CROSSING - D&F	\$16.18
PB06-18IN2	7761250880	WHISPERING HILLS - PHASE 2	\$32.09
PB06-18IN3	7762457575	WHISPERING HILLS - PHASE 3	\$23.74
PB07-142BI	7760211248	WAWA - D&F DEVELOPMENT CASH BOND	\$33.17
PB07-142SI	7761250559	WAWA - OFF SITE - D&F DEVELOPMENT	\$12.11
PB07-14INT	7760211156	WAWA	\$4.17
PB07-20CBD	7760211245	CVS - D&F DEVELOPMENT CASH BOND	\$3.24
PB08-22CBD	7764550313	BARNEGAT 67 - FRANKLIN BARNEGAT CASH BONDS	\$29.25
PB08-22INT	7764550305	BARNEGAT 67 - FRANKLIN BARNEGAT	\$8.86
PB08-24INT	7760211208	EASTERN CONCRETE	\$7.96
PB09-13INT	7760211213	UNITED FAITH CHURCH	\$13.26
PB10-04INT	7760211202	PENNSYLVANIA AVE - WALTERS	\$9.85
PB11-32INT	7761250781	R STONE - STONE HILL AT BARNEGAT	\$37.89

PB15-05INT	7762457294	M & T AT BARNEGAT, LLC	\$63.69
PB17-04INT	7762457591	D.R. HORTON	\$3.30
PB18-14INT	7764550496	WP BARNEGAT - EXIT 67TOWN CENTER	\$23.77
PB19-06INT	7764550636	AQUILINO, ROGER	\$4.14
PB93-02INT	7200037279	HOLLY OAKS - CLAYTON	\$6.80
PB99-08IN2	7760211146	HIGH POINTE - BARNEGAT GLENN	\$11.29
SHORE INT	7200037385	SHORE SAND AND GRAVEL	\$49.36
WALTERSCBI	7760211241	WALTERS CASH BOND ACCT	\$16.21
ZB16-01INT	7200037375	MERRITT PLAZA	\$14.39
TOTAL			\$624.96

### 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 on the 1st day of February, 2022, in the Municipal Court Room, 900 West Bay Avenue, Barnegat, New Jersey.

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Donna M. Manno, RMC  
Municipal Clerk

## RESOLUTION 2022-77

### RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING REIMBURSEMENT FOR MAILBOX DAMAGE

**BE IT RESOLVED** by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Finance Office is hereby directed to issue a check to the following for the replacement/repair of a mailbox, damaged during snow plow operations:

Hollie Toline	\$75.00
17 Portland St	
Barnegat	

Tom Arnold	\$74.12
43 Westport Dr	
Barnegat	

#### **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 on the 1<sup>st</sup> day of February 2022, in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005

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Donna M. Manno, RMC  
Municipal Clerk

## RESOLUTION 2022-78

### RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING PROGRESS PAYMENT #11 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 #11 in the amount of \$178,532.03; 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 #11 in the amount of \$178,532.03 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 \$178,532.03 representing Payment #11 for work completed on the New Municipal Building

Original Contract Sum:	\$ 12,964,000.00
Net Change by Change Orders:	\$ 55,300.65
Contract Sum to date:	\$ 13,019,300.65
Total completed & stored to date:	\$ 5,530,827.60
Less Retainage of 2%:	\$ 110,616.55
Total earned less retainage:	\$ 5,420,211.05
Less previous payments:	\$ 5,241,679.02
Current Payment Due:	\$ 178,532.03
Balance to Finish including Retainage:	\$ 7,599,089.60

### 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 February 1, 2022.

---

Donna M. Manno, RMC  
Municipal Clerk

## APPLICATION AND CERTIFICATION FOR PAYMENT

## AIA DOCUMENT G702

<b>TO OWNER:</b>	Township of Barnegat 900 West Bay Avenue Barnegat, NJ 08005	<b>PROJECT:</b>	BMPC New Municipal Building 900 West Bay Avenue Barnegat, NJ 08005	<b>APPLICATION NO:</b>	11	<b>Distribution to:</b>	OWNER: <input checked="" type="checkbox"/>
<b>FROM CONTRACTOR:</b>	Frankoski Construction Co. 314 Dodd Street East Orange, NJ 07017	<b>VIA ARCHITECT:</b>	The Goldstein Partnership 515 valley Street, Suite 110 Maplewood, NJ 07040	<b>PERIOD TO:</b>	Jan 17 2022	ARCHITECT: <input checked="" type="checkbox"/>	
				<b>CONTRACT DATE:</b>	October 6, 2020	CONTRACTOR: <input checked="" type="checkbox"/>	
				<b>PROJECT NOS:</b>	BMPC	FIELD: <input checked="" type="checkbox"/>	
						OTHER: <input type="checkbox"/>	

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		\$12,964,000.00
2. NET CHANGE BY CHANGE ORDERS		\$55,300.65
3. CONTRACT SUM TO DATE (Line 1 ± 2)		\$13,019,300.65
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		\$5,530,827.60
5. RETAINAGE:		
a. 2 % of Completed Work		
(Column D + E on G703)		\$110,422.34
b. 2 % of Stored Material		
(Column F on G703)		\$194.21
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		\$110,616.55

## 6. TOTAL EARNED LESS RETAINAGE

(Line 4 minus Line 5 Total)

\$5,420,211.05

## 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

\$5,241,679.02

## 8. CURRENT PAYMENT DUE

\$178,532.03

## 9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6)

\$7,599,089.60

## AMOUNT CERTIFIED

\$178,532.03

(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 conform with the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$108,500.65	(\$53,200.00)
Total approved this month		
TOTAL	\$108,500.65	(\$53,200.00)
NET CHANGES by Change Order		\$55,300.65

## ARCHITECT:

By: 

Date: 01/20/22

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.

## CONTRACTOR:

By: 

Date: 1/20/22

State of: New Jersey

County of: Morris

Subscribed and sworn to before

me this 20th day of January, 2022

Notary Public:

My Commission expires: 3/14/23

SARAH VANDERHOOF

NOTARY PUBLIC OF NEW JERSEY

Comm. # 50978656

My Commission Expires 3/14/2023

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of 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.

# 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: 11									
APPLICATION DATE: Jan 14 2022									
PERIOD TO: Jan 17 2022									
ARCHITECT'S PROJECT NO: 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					
<b>DIVISION 1 - GENERAL CONDITIONS</b>									
1	GC Management	\$440,100.00	180,500.00	6,700.00		187,200.00	42.5%	\$252,900.00	\$3,744.00
2	Insurance	\$86,525.00	60,000.00	5,000.00		65,000.00	75.1%	\$21,525.00	\$1,300.00
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		\$10,000.00	\$0.00
6	Miscellaneous Trade Cost and Site Logistics	\$175,600.00	72,000.00	2,700.00		74,700.00	42.5%	\$100,900.00	\$1,494.00
7	General Labor and Cleanup	\$99,962.00	41,000.00	1,500.00		42,500.00	42.5%	\$57,462.00	\$850.00
8	Temp Fence, Dump, Rentals, Trailers, PortaJohn	\$81,780.00	33,500.00	1,250.00		34,750.00	42.5%	\$47,030.00	\$695.00
9	Winter Protection	\$10,000.00				0.00		\$10,000.00	\$0.00
10	Procure	\$9,000.00	3,690.00	135.00		3,825.00	42.5%	\$5,175.00	\$76.50
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	87,800.00	3,400.00		91,200.00	42.5%	\$123,150.00	\$1,824.00
13	Asbestos Abatement	\$37,590.00				0.00		\$37,590.00	\$0.00
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	110,000.00	10,000.00		120,000.00	54.5%	\$100,000.00	\$2,400.00
<b>DIVISION 2 - SITEWORK</b>									
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%		\$350.00
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		\$67,000.00	\$0.00
27	Pavers	\$49,000.00				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		\$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		\$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		\$51,000.00	\$0.00
35	Topsoiling	\$14,000.00				0.00		\$14,000.00	\$0.00
36	Fert & Seed	\$3,700.00				0.00		\$3,700.00	\$0.00
37	Landscape Plants	\$32,000.00				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		\$80,000.00	\$0.00
40	Bituminous Surface Course	\$160,000.00				0.00		\$160,000.00	\$0.00

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PERIOD TO: Jan 17 2022									
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41	Roadway/Parking Striping	\$7,000.00				0.00		\$7,000.00	\$0.00
42	Temporary Paving	\$4,150.00				0.00		\$4,150.00	\$0.00
43	Traffic Signage	\$1,800.00				0.00		\$1,800.00	\$0.00
44	Benches and Trash Receptacles	\$42,000.00				0.00		\$42,000.00	\$0.00
45	Retaining Walls	\$9,000.00				0.00		\$9,000.00	\$0.00
46	Curved Retaining Walls	\$9,000.00				0.00		\$9,000.00	\$0.00
47	Sitework Closeout	\$2,000.00				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	25,414.20			25,414.20	100.0%	\$0.80	\$508.28
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%	\$0.30	\$1,384.24
54	Foundation Walls-Basement	\$66,957.00	66,956.70			66,956.70	100.0%		\$1,339.13
55	Footings-Strip and Spread-North Side	\$51,505.00	51,505.00			51,505.00	100.0%	\$1,030.10	\$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		\$30,289.00	\$0.00
60	Foundation Walls-Entrance Sign	\$28,632.00				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- CLA	\$15,753.00	15,753.00			15,753.00	100.0%		\$315.06
67	Piers-North Side -CLB	\$15,753.00	15,753.00			15,753.00	100.0%		\$315.06
68	Slab on Grade Basement	\$61,242.00	58,179.00			58,179.00	95.0%	\$3,063.00	\$1,163.58
69	Concrete Ceiling at Cell Blocks	\$6,740.00				0.00		\$6,740.00	\$0.00
70	Concrete Walls at Cell Blocks	\$22,300.00				0.00		\$22,300.00	\$0.00
71	1st floor slab on grade and deck	\$128,258.00	121,845.10			121,845.10	95.0%	\$6,412.90	\$2,436.90
72	2nd floor slab on deck	\$98,026.00	93,125.00			93,125.00	95.0%	\$4,901.00	\$1,862.50
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				0.00		\$2,473.00	\$0.00
75	Demobilization	\$12,500.00				0.00		\$12,500.00	\$0.00
76	Punch List	\$17,400.00				0.00		\$17,400.00	\$0.00
77	Closeout	\$8,700.00				0.00		\$8,700.00	\$0.00
DIVISION 4 - MASONRY									
78	Submittals/Shops	\$3,500.00				0.00		\$3,500.00	\$0.00
79	Mobilization	\$2,500.00				0.00		\$2,500.00	\$0.00
80	8 inch and 4 inch exterior backup block material	\$7,000.00				0.00		\$7,000.00	\$0.00

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81	8 inch and 4 inch exterior backup block labor	\$35,000.00				0.00		\$35,000.00	\$0.00						
82	8 inch interior block partition material	\$13,000.00				0.00		\$13,000.00	\$0.00						
83	8 inch interior block partition labor	\$65,000.00				0.00		\$65,000.00	\$0.00						
84	Masonry veneer material	\$63,000.00				0.00		\$63,000.00	\$0.00						
85	Masonry veneer labor	\$118,000.00				0.00		\$118,000.00	\$0.00						
86	Grout and rebar material and labor	\$24,000.00				0.00		\$24,000.00	\$0.00						
87	Cast stone material	\$37,000.00				0.00		\$37,000.00	\$0.00						
88	Cast stone labor	\$30,000.00				0.00		\$30,000.00	\$0.00						
89	2 inch rigid insulation material and labor	\$18,000.00				0.00		\$18,000.00	\$0.00						
90	Scaffold labor and material	\$16,000.00				0.00		\$16,000.00	\$0.00						
91	Flashing weeps control joints reinforcing wire	\$8,500.00				0.00		\$8,500.00	\$0.00						
92	Machine equipment fuel	\$12,000.00				0.00		\$12,000.00	\$0.00						
93	Daily cleanup labor	\$8,000.00				0.00		\$8,000.00	\$0.00						
94	Washdown of new masonry	\$22,000.00				0.00		\$22,000.00	\$0.00						
95	Dumpster enclosure foundation labor and material	\$2,500.00				0.00		\$2,500.00	\$0.00						
96	Dumpster enclosure split face labor and material	\$8,000.00				0.00		\$8,000.00	\$0.00						
97	Grout and rebar at dumpster enclosure labor and material	\$2,000.00				0.00		\$2,000.00	\$0.00						
DIVISION 5 - STRUCTURAL & MISC. METALS															
98	Shop Drawings/Engineering	\$39,000.00	37,050.00			37,050.00	95.0%	\$1,950.00	\$741.00						
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	304,000.00			304,000.00	95.0%	\$16,000.00	\$6,080.00						
104	Steel Stairs	\$69,035.00				0.00		\$69,035.00	\$0.00						
105	Steel Railings	\$23,000.00				0.00		\$23,000.00	\$0.00						
106	Atrium Railings and Infill Panels	\$49,650.00				0.00		\$49,650.00	\$0.00						
107	Misc. Steel and Accessories	\$15,000.00				0.00		\$15,000.00	\$0.00						
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	127,350.00			127,350.00	90.0%	\$14,150.00	\$2,547.00						
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	98,800.00			136,800.00	90.0%	\$15,200.00	\$2,736.00						
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	27,000.00			27,000.00	90.0%	\$3,000.00	\$540.00						
117	Rough Carpentry Dimensional Lumber Material	\$37,000.00	3,700.00			37,000.00	100.0%		\$740.00						
118	Rough Carpentry Plywood Material	\$24,000.00	2,400.00			24,000.00	100.0%		\$480.00						
119	Rough Carpentry Labor	\$111,000.00	38,850.00			66,600.00	60.0%	\$44,400.00	\$1,332.00						



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120		Millwork Shop Drawings		\$12,000.00		12,000.00						12,000.00		\$25,000.00		\$240.00	
121		Millwork Info Desk Material		\$25,000.00								0.00		\$35,000.00		\$0.00	
122		Millwork Wall Panel Material		\$35,000.00								0.00		\$42,000.00		\$0.00	
123		Millwork Vanities Material		\$42,000.00								0.00		\$15,000.00		\$0.00	
124		Millwork Counters Material		\$15,000.00								0.00		\$23,000.00		\$0.00	
125		Millwork Casework Material		\$23,000.00								0.00		\$11,000.00		\$0.00	
126		Millwork Judge Bench Material		\$11,000.00								0.00		\$62,000.00		\$0.00	
127		Millwork Labor		\$62,000.00								0.00					
<b>DIVISION 6B - COURT ROOM FURNITURE</b>																	
128		Pews Submittals		\$1,125.00								0.00		\$1,125.00		\$0.00	
129		Pews Material		\$15,000.00								0.00		\$6,154.00		\$0.00	
130		Pews Labor		\$6,154.00								0.00					
<b>DIVISION 7A - WATERPROOFING</b>																	
131		Waterproofing Submittals		\$2,500.00		2,500.00						2,500.00				\$50.00	
132		Waterproofing Material		\$38,375.00		38,375.00						38,375.00				\$767.50	
133		Waterproofing Labor		\$64,125.00		64,125.00						64,125.00				\$1,282.50	
<b>DIVISION 7B - MEMBRANE ROOFING</b>																	
134		Membrane Roof Submittals		\$2,500.00		1,250.00						1,250.00		\$1,250.00		\$25.00	
135		Membrane Roof Material		\$14,350.00								0.00		\$14,350.00		\$0.00	
136		Membrane Roof Labor		\$43,400.00								0.00		\$6,150.00		\$0.00	
137		Insulation Material		\$6,150.00								0.00		\$18,600.00		\$0.00	
138		Insulation Labor		\$18,600.00								0.00					
<b>DIVISION 7D - METAL ROOFING</b>																	
139		Metal Roofing Submittals		\$5,000.00		5,000.00						5,000.00		\$99,400.00		\$100.00	
140		Metal Roofing Material		\$99,400.00								0.00		\$42,925.00		\$2,600.00	
141		Metal Roofing Labor / Under Layment		\$172,925.00		130,000.00						130,000.00		\$2,600.00		\$800.00	
142		Insulation Material		\$42,600.00		40,000.00						40,000.00		\$74,100.00		\$0.00	
143		Insulation Labor		\$74,100.00								0.00					
<b>DIVISION 7E - SPRAY FOAM INSULATION</b>																	
144		Spray Foam Insulation Submittals		\$1,125.00								0.00		\$1,125.00		\$0.00	
145		Spray Foam Insulation Material		\$8,000.00								0.00		\$20,000.00		\$0.00	
146		Spray Foam Insulation Labor		\$20,000.00								0.00					
<b>DIVISION 7F - INTUMESCENT FIREPROOFING</b>																	
147		Fireproofing Submittals		\$1,125.00								0.00		\$1,125.00		\$0.00	
148		Fireproofing Material		\$780.00								0.00		\$4,850.00		\$0.00	
149		Fireproofing Labor		\$4,850.00								0.00					
<b>DIVISION 8 - DOORS, WINDOWS, &amp; GLASS</b>																	
150		Aluminum and Glass Submittals		\$10,000.00								0.00		\$247,000.00		\$0.00	
151		Aluminum and Glass Material		\$247,000.00								0.00		\$28,000.00		\$0.00	
152		Transom Windows		\$28,000.00								0.00		\$115,000.00		\$0.00	
153		Aluminum and Glass Labor		\$115,000.00								0.00					
<b>DIVISION 8C - HOLLOW METAL WORK</b>																	

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154	Door and Hardware Submittals	\$6,000.00	1,500.00			1,500.00	25.0%	\$4,500.00	\$30.00			
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	3,200.00	8,800.00		12,000.00	75.0%	\$4,000.00	\$240.00			
DIVISION 8D - WOOD DOORS												
157	Wood Doors Material	\$17,250.00				0.00		\$17,250.00	\$0.00			
158	Doors Labor	\$48,000.00				0.00		\$48,000.00	\$0.00			
DIVISION 9A - DRYWALL												
159	Drywall Material	\$112,000.00				0.00		\$112,000.00	\$0.00			
160	Drywall Labor	\$252,000.00				0.00		\$252,000.00	\$0.00			
161	Insulation Material	\$19,000.00				0.00		\$19,000.00	\$0.00			
162	Insulation Labor	\$38,000.00				0.00		\$38,000.00	\$0.00			
163	Tape & Spackle	\$66,000.00				0.00		\$66,000.00	\$0.00			
DIVISION 9B - ACOUSTIC TREATMENT												
164	Ceiling Grid Material	\$24,500.00				0.00		\$24,500.00	\$0.00			
165	Ceiling Grid Labor	\$43,000.00				0.00		\$43,000.00	\$0.00			
166	Ceiling Tile Material	\$28,000.00				0.00		\$28,000.00	\$0.00			
167	Ceiling Tile Labor	\$15,000.00				0.00		\$15,000.00	\$0.00			
168	Acoustical Wall Panels Labor	\$2,000.00				0.00		\$2,000.00	\$0.00			
169	Acoustical Wall Panels Material	\$2,000.00				0.00		\$2,000.00	\$0.00			
DIVISION 9C - PAINTING & FINISHING												
170	Paint Submittals	\$1,125.00				0.00		\$1,125.00	\$0.00			
171	Painting Material	\$16,500.00				0.00		\$16,500.00	\$0.00			
172	Painting Labor	\$74,109.00				0.00		\$74,109.00	\$0.00			
173	GFRG Material	\$7,000.00				0.00		\$7,000.00	\$0.00			
174	GFRG Labor	\$7,000.00				0.00		\$7,000.00	\$0.00			
DIVISION 9D - CERAMIC TILE												
175	Tile Submittals	\$1,125.00				0.00		\$1,125.00	\$0.00			
176	Tile Material	\$19,500.00				0.00		\$19,500.00	\$0.00			
177	Tile Labor	\$38,375.00				0.00		\$38,375.00	\$0.00			
DIVISION 9E - CARPET & RESILIENT FLOORING												
178	Carpet- Materials	\$25,000.00				0.00		\$25,000.00	\$0.00			
179	Carpet Labor	\$10,000.00				0.00		\$10,000.00	\$0.00			
180	LVT Materials	\$10,000.00				0.00		\$10,000.00	\$0.00			
181	LVT Labor	\$3,000.00				0.00		\$3,000.00	\$0.00			
182	VCT Materials	\$7,500.00				0.00		\$7,500.00	\$0.00			
183	VCT Labor	\$7,500.00				0.00		\$7,500.00	\$0.00			
184	Interlocking Tiles Material	\$35,000.00				0.00		\$35,000.00	\$0.00			
185	Interlocking Tiles Labor	\$1,000.00				0.00		\$1,000.00	\$0.00			
186	Rubber Treads/Tile Material	\$7,500.00				0.00		\$7,500.00	\$0.00			
187	Rubber Treads/Tile Labor	\$7,000.00				0.00		\$7,000.00	\$0.00			
188	Misc. Flooring Material	\$10,000.00				0.00		\$10,000.00	\$0.00			
189	Misc. Flooring Labor	\$3,500.00				0.00		\$3,500.00	\$0.00			

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APPLICATION DATE: Jan 14 2022											
PERIOD TO: Jan 17 2022											
ARCHITECT'S PROJECT NO: 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							
DIVISION 9F - MONOLITHIC FLOORING											
190	Epoxy Flooring Submittals	\$1,125.00				0.00		\$1,125.00	\$0.00		
191	Epoxy Flooring Material	\$6,542.00				0.00		\$6,542.00	\$0.00		
192	Epoxy Flooring Labor	\$6,543.00				0.00		\$6,543.00	\$0.00		
DIVISION 10 - SPECIALTIES											
193	Signage Submittals	\$1,125.00				0.00		\$1,125.00	\$0.00		
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		\$9,343.00	\$0.00		
DIVISION 10A - FINISHING HARDWARE											
196	Door Hardware Material	\$94,999.00				0.00		\$94,999.00	\$0.00		
DIVISION 10B - TOILET ROOM ACCESSORIES											
197	Bathroom Accessories Material	\$10,420.00				0.00		\$10,420.00	\$0.00		
198	Bathroom Accessories Labor	\$7,000.00				0.00		\$7,000.00	\$0.00		
DIVISION 10C - PLASTIC TOILET PARTITIONS											
199	Bathroom Partitions Material	\$3,900.00				0.00		\$3,900.00	\$0.00		
200	Bathroom Partitions Labor	\$2,000.00				0.00		\$2,000.00	\$0.00		
DIVISION 10D - METAL SPECIALTIES											
201	Lockers (Personal) Material	\$69,440.00				0.00		\$69,440.00	\$0.00		
202	Lockers (Personal) Labor	\$20,000.00				0.00		\$20,000.00	\$0.00		
203	Evidence Lockers	\$18,942.00				0.00		\$18,942.00	\$0.00		
204	Markerboards	\$12,490.00				0.00		\$12,490.00	\$0.00		
205	Cornerguards	\$2,775.00				0.00		\$2,775.00	\$0.00		
206	Wire Security Partitions	\$4,877.00				0.00		\$4,877.00	\$0.00		
207	Curved Exterior Seating Material	\$16,470.00				0.00		\$16,470.00	\$0.00		
208	Curved Exterior Seating Labor	\$4,000.00				0.00		\$4,000.00	\$0.00		
209	Fingerprint Station	\$300.00				0.00		\$300.00	\$0.00		
210	Intercom Mounting Pedestals w/Enclosure	\$200.00				0.00		\$200.00	\$0.00		
211	Key Cabinets	\$1,540.00				0.00		\$1,540.00	\$0.00		
212	Night Depository Unit	\$2,510.00				0.00		\$2,510.00	\$0.00		
213	Fire Extinguisher Cabinets	\$2,125.00				0.00		\$2,125.00	\$0.00		
DIVISION 10E - INSULATED ROLLING DOORS											
214	Overhead Door Submittals	\$1,125.00				0.00		\$1,125.00	\$0.00		
215	Overhead Door Material	\$20,000.00				0.00		\$20,000.00	\$0.00		
216	Overhead Door Labor	\$10,849.00				0.00		\$10,849.00	\$0.00		
DIVISION 10F - ACCESS FLOOR SYSTEM											
217	Access Floor Submittals	\$1,125.00				0.00		\$1,125.00	\$0.00		
218	Access Floors Material	\$6,188.00				0.00		\$6,188.00	\$0.00		
219	Access Floors Labor	\$6,187.00				0.00		\$6,187.00	\$0.00		
DIVISION 11A - DETENTION EQUIPMENT											
220	Detention/Police Equipment Submittals	\$1,700.00	1,700.00			1,700.00	100.0%	\$58,200.00	\$34.00		
221	Detention/Police Equipment Doors and Frames	\$58,200.00				0.00		\$58,200.00	\$0.00		
222	Detention/Police Equipment Hardware	\$48,600.00				0.00		\$48,600.00	\$0.00		

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223	Detention/Police Equipment Clearing Trap	\$1,900.00				0.00		\$1,900.00	\$0.00
224	Detention/Police Equipment Pistol Lockers	\$3,400.00				0.00		\$3,400.00	\$0.00
225	Detention/Police Equipment Benches	\$3,800.00				0.00		\$3,800.00	\$0.00
<b>DIVISION 14A - LULA Elevator</b>									
226	Elevator Shops	\$3,500.00				0.00		\$3,500.00	\$0.00
227	Elevator Material	\$30,000.00				0.00		\$30,000.00	\$0.00
228	Elevator Labor	\$28,700.00				0.00		\$28,700.00	\$0.00
<b>DIVISION 15 - MECHANICAL</b>									
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	4,000.00	2,000.00		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				0.00		\$2,000.00	\$0.00
235	VRP Cassette / EUR Units Material	\$190,000.00	103,600.00			103,600.00	54.5%	\$86,400.00	\$2,072.00
236	VRP Cassette / EUR Units Labor	\$32,500.00	10,000.00	5,000.00		15,000.00	46.2%	\$17,500.00	\$300.00
237	Condensing Units	\$23,000.00	12,000.00			12,000.00	52.2%	\$11,000.00	\$240.00
238	Electric Heat	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00
239	Duct Heaters	\$4,000.00	3,000.00			3,000.00	75.0%	\$1,000.00	\$60.00
240	Exhaust Fans	\$4,000.00				0.00		\$4,000.00	\$0.00
241	Fire Dampers	\$5,000.00				0.00		\$5,000.00	\$0.00
242	ACR Piping Material	\$20,000.00				0.00		\$20,000.00	\$0.00
243	ACRP Piping Labor	\$80,000.00				0.00		\$80,000.00	\$0.00
244	Condensate Piping	\$12,000.00				0.00		\$12,000.00	\$0.00
245	Sheet Metal Shop Material / Labor	\$130,000.00				0.00		\$130,000.00	\$0.00
246	Sheet Metal Field Labor	\$422,000.00	90,000.00	8,000.00		98,000.00	75.4%	\$32,000.00	\$1,960.00
247	Insulation	\$50,000.00	90,500.00			90,500.00	21.4%	\$331,500.00	\$1,810.00
248	Crane/Lift	\$15,000.00				0.00		\$15,000.00	\$0.00
249	ATC Rough	\$80,000.00	6,000.00			6,000.00	7.5%	\$74,000.00	\$120.00
250	ATC Finish	\$10,000.00				0.00		\$10,000.00	\$0.00
251	ATC Programming and Graphics	\$5,000.00				0.00		\$5,000.00	\$0.00
252	Air Devices	\$12,000.00				0.00		\$12,000.00	\$0.00
253	CO Panel	\$2,500.00				0.00		\$2,500.00	\$0.00
254	Startup/Warranty	\$14,000.00				0.00		\$14,000.00	\$0.00
255	Balancing	\$5,000.00				0.00		\$5,000.00	\$0.00
256	O&M and Closeout Documents	\$3,000.00				0.00		\$3,000.00	\$0.00
257	Punch List	\$3,000.00				0.00		\$3,000.00	\$0.00
<b>DIVISION 15 - PLUMBING</b>									
258	Submittals and Mobilization	\$6,000.00	6,000.00	(1,200.00)		4,800.00	80.0%	\$1,200.00	\$96.00
259	UG DWV Piping Material Basement	\$32,000.00	32,000.00			32,000.00	100.0%		\$640.00
260	UG DWV Piping Labor Basement	\$14,000.00	14,000.00			14,000.00	100.0%		\$280.00
261	AG DWV Piping Material	\$18,000.00	18,000.00			18,000.00	100.0%		\$360.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD							
262	AG DWV Piping Labor	\$60,000.00	45,000.00			45,000.00	75.0%	\$15,000.00	\$900.00		
263	AG Dom. Water piping Material	\$16,000.00	16,000.00			16,000.00	100.0%		\$320.00		
264	AG Dom. Water piping Labor	\$42,000.00	21,000.00			21,000.00	50.0%	\$21,000.00	\$420.00		
265	Natural Gas Piping Material	\$5,000.00				0.00		\$5,000.00	\$0.00		
266	Natural Gas Piping Labor	\$10,000.00				0.00		\$10,000.00	\$0.00		
267	Storm Drain Material	\$14,000.00	7,000.00			7,000.00	50.0%	\$7,000.00	\$140.00		
268	Storm Drain Labor	\$20,000.00	10,000.00			10,000.00	50.0%	\$10,000.00	\$200.00		
269	Fixtures and Specialties	\$95,000.00	34,000.00			34,000.00	35.8%	\$61,000.00	\$680.00		
270	Fixture Labor	\$42,000.00	4,000.00			4,000.00	9.5%	\$38,000.00	\$80.00		
DIVISION 15 - SPRINKLER SYSTEM (15526)											
271	Mobilization	\$1,000.00	1,000.00			1,000.00	100.0%		\$20.00		
272	Engineer Stamp	\$2,000.00	1,600.00			1,600.00	80.0%	\$400.00	\$32.00		
273	Design	\$20,000.00	15,000.00			15,000.00	75.0%	\$5,000.00	\$300.00		
274	Valve Room Material	\$7,000.00				0.00		\$7,000.00	\$0.00		
275	Valve Room Labor	\$12,000.00				0.00		\$12,000.00	\$0.00		
276	Rough in Material	\$30,000.00	22,500.00			22,500.00	75.0%	\$7,500.00	\$450.00		
277	Rough in Labor	\$81,000.00	40,500.00			40,500.00	50.0%	\$40,500.00	\$810.00		
278	Plates	\$1,000.00				0.00		\$1,000.00	\$0.00		
279	Testing	\$2,000.00				0.00		\$2,000.00	\$0.00		
280	Demobilization	\$1,000.00				0.00		\$1,000.00	\$0.00		
281	Closeout	\$1,000.00				0.00		\$1,000.00	\$0.00		
282	Punch List	\$1,500.00				0.00		\$1,500.00	\$0.00		
DIVISION 16/17 - ELECTRICAL/TECH. SYSTEMS											
283	Mobilization	\$25,000.00	25,000.00			25,000.00	100.0%		\$500.00		
284	Submittals	\$5,000.00	2,000.00	3,000.00		5,000.00	100.0%		\$100.00		
285	Temp Electric for Office Trailer L/M	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00		
286	Temp Electric power and lights for new building L/M	\$6,000.00	1,500.00			1,500.00	25.0%	\$4,500.00	\$30.00		
287	Rough-in site electric serv high volt, telecom, cond Lab	\$33,000.00	29,700.00	3,300.00		33,000.00	100.0%		\$660.00		
288	Rough-in site electric serv high volt, telecom, cond Mat	\$28,000.00	25,200.00	2,800.00		28,000.00	100.0%		\$560.00		
289	Rough in all panels, transformer Labor	\$32,000.00				0.00		\$32,000.00	\$0.00		
290	Rough in all panels, transformer Material	\$20,000.00				0.00		\$20,000.00	\$0.00		
291	Finish all panels, transformers Labor	\$30,000.00				0.00		\$30,000.00	\$0.00		
292	Finish all panels, transformers Material	\$70,000.00	29,065.94		7,410.54	36,476.48	52.1%	\$33,523.52	\$729.53		
293	Rough in Generator Labor	\$13,000.00	7,150.00			7,150.00	55.0%	\$5,850.00	\$143.00		
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		\$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	18,000.00	18,000.00		36,000.00	20.0%	\$144,000.00	\$720.00		
298	Rough-in all power and lighting materials	\$110,000.00	11,000.00	11,000.00		22,000.00	20.0%	\$88,000.00	\$440.00		
299	Finish all power and lighting Labor	\$190,000.00				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 FA System Labor	\$14,000.00		1,400.00		1,400.00	10.0%	\$12,600.00	\$28.00		

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302	Rough in the installation of the FA System Material	\$9,000.00		900.00		900.00	10.0%	\$8,100.00	\$18.00										
303	Finish work FA Labor	\$13,000.00				0.00		\$13,000.00	\$0.00										
304	Finish work FA Material	\$13,000.00	9,500.00			9,500.00	73.1%	\$3,500.00	\$190.00										
305	Rough in lightning protection system L&M	\$10,000.00		600.00		600.00	6.0%	\$9,400.00	\$12.00										
306	Finish for Lightning protection system L&M	\$8,000.00		480.00		480.00	6.0%	\$7,520.00	\$9.60										
307	Rough in Teledata Labor	\$14,000.00		1,400.00		1,400.00	10.0%	\$12,600.00	\$28.00										
308	Rough in Teledata Material	\$9,000.00		900.00		900.00	10.0%	\$8,100.00	\$18.00										
309	Finish for teledata labor	\$38,000.00				0.00		\$38,000.00	\$0.00										
310	Finish for teledata Material	\$49,000.00				0.00		\$49,000.00	\$0.00										
311	General demo for all electric labor	\$10,000.00				0.00		\$10,000.00	\$0.00										
312	Install cable trays labor and material	\$14,000.00				0.00		\$14,000.00	\$0.00										
313	Rough in AV system labor	\$10,000.00		500.00		500.00	5.0%	\$9,500.00	\$10.00										
314	Rough in AV system material	\$8,000.00		400.00		400.00	5.0%	\$7,600.00	\$8.00										
315	Finish work AV labor	\$40,000.00				0.00		\$40,000.00	\$0.00										
316	Finish work AV material	\$65,000.00			2,300.00	2,300.00	3.5%	\$62,700.00	\$46.00										
317	Rough for CCTV, Access Control, Booster System Lab	\$18,500.00		1,850.00		1,850.00	10.0%	\$16,650.00	\$37.00										
318	Rough for CCTV, Access Control, Booster System Mat	\$8,000.00		800.00		800.00	10.0%	\$7,200.00	\$16.00										
319	Finish for CCTV, Access Controls, Booster System Lab	\$24,000.00				0.00		\$24,000.00	\$0.00										
320	Finish for CCTV, Access Controls, 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	6,300.00			6,300.00	45.0%	\$7,700.00	\$126.00										
322	Rough in parking lot poles and lights material	\$7,000.00	2,708.00			2,708.00	38.7%	\$4,292.00	\$54.16										
323	Finish work for the parking lot poles and lights labor	\$10,000.00				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 Builts	\$4,500.00				0.00		\$4,500.00	\$0.00										
326	Closeout	\$10,000.00				0.00		\$10,000.00	\$0.00										
327	Punch List	\$10,000.00				0.00		\$10,000.00	\$0.00										
			5,330,660.70	172,465.00	9,710.54	5,512,836.24	42.5%	\$7,451,163.76	\$0.00										
<b>Base Contract Subtotal</b>			12,964,000.00																
<b>CHANGE ORDERS</b>																			
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										
331	BMPC CO #04 Modify Sitework	29,759.00				0.00		\$29,759.00	\$0.00										
332	BMPC CO #05 Remove Underground CC Tank	4,246.67	4,246.67			4,246.67	100.0%		\$84.93										
333	BMPC CO #06 4 Month of CM Allowance	(40,000.00)	(40,000.00)			(40,000.00)	100.0%		(\$800.00)										
334	BMPC CO #07 Additional Temp Drain	4,511.00	4,511.00			4,511.00	100.0%		\$90.22										
335	BMPC CO #08 Stone Over Footings	12,670.80	12,670.80			12,670.80	100.0%		\$253.42										
336	BMPC CO #09 2" Sump Discharge Pipe	4,118.29				0.00		\$4,118.29	\$0.00										
337	BMPC CO #010 Remove U/G/U/F Conc. Struct.	13,281.00	13,281.00			13,281.00	100.0%		\$0.00										
338	BMPC CO #011 Steel Frmg at O/H Door	6,567.24	6,567.24			6,567.24	100.0%		\$265.62										
339	BMPC CO #012 Steel Baseplate Change	515.77	515.77			515.77	100.0%		\$131.34										
									\$10.32										

# 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: 11										
APPLICATION DATE: Jan 14 2022										
PERIOD TO: Jan 17 2022										
ARCHITECT'S PROJECT NO: BMPC										
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
340	BMPC CO #013 Truss Relocation	17,719.88	16,819.88				16,819.88	94.9%	\$900.00	\$336.40
	<i>Change Order Subtotal</i>	55,300.65	17,991.36		0.00	0.00	17,991.36	32.5%	\$37,309.29	\$0.00
	<b>GRAND TOTALS</b>	13,019,300.65	5,348,652.06		172,465.00	9,710.54	5,530,827.60	42.5%	\$7,488,473.05	\$110,616.55

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# 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  
\$ 178,532.03 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  
1/17/2022 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)

1/20/2022  
(Date Signed)

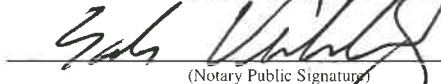
Greg Frankoski, Project Exec.  
(Printed Name/Title)

  
(Signature)

Notary

Subscribed and sworn to before me, this

20<sup>th</sup> Day of January, 2022

  
(Notary Public Signature)

My Commission Expires 3/14/23

County of Morris

State of New Jersey

SARAH VANDERHOOF  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50078656  
My Commission Expires 3/14/2023



# AIA® Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> <i>(Name and address)</i> BMPC New Municipal Building 900 West Bay Ave, Barnegat, NJ	<b>ARCHITECT'S PROJECT NUMBER:</b> BMPC	<b>OWNER:</b> <input checked="" type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Township of Barnegat 900 West Bay Ave, Barnegat, NJ	<b>CONTRACT FOR:</b> New Municipal Building <b>CONTRACT DATED:</b> 10/6/2020	<b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>SURETY:</b> <input type="checkbox"/> <b>OTHER:</b> <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. 11 only.

### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. 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:*

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.
3. 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)*

Greg Frankoski, Project Executive  
*(Printed name and title)*

Subscribed and sworn to before me on this date: 1/20/22

Notary Public: 

My Commission Expires: 3/14/23

SARAH VANDERHOOF  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50078656  
My Commission Expires 3/14/2023

# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994

## Contractor's Affidavit of Release of Liens

<b>PROJECT:</b> <i>(Name and address)</i> BMPC New Municipal Building 900 West Bay Ave, Barnegat, NJ	<b>ARCHITECT'S PROJECT NUMBER:</b> BMPC	<b>OWNER:</b> <input checked="" type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Township of Barnegat 900 West Bay Ave, Barnegat, NJ	<b>CONTRACT FOR:</b> New Municipal Building <b>CONTRACT DATED:</b> 10/6/2020	<b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>SURETY:</b> <input type="checkbox"/> <b>OTHER:</b> <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. 11 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)*

Greg Frankoski, Project Executive  
*(Printed name and title)*

Subscribed and sworn to before me on this date: 1/20/22

Notary Public:

My Commission Expires: 3/14/23

SARAH VANDERHOOF  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50078556  
My Commission Expires 3/14/2023

**THE GOLDSTEIN PARTNERSHIP** FOUNDED IN 1953  
**TRANSMITTAL** ARCHITECTS  
ENGINEERS  
PLANNERS  
CORPORATE, INSTITUTIONAL & GOVERNMENTAL CONSULTANTS  
515 VALLEY STREET, SUITE 110, MAPLEWOOD, NJ 07040 (973) 761-4550 FAX: (973) 761-4588 GOLDSTEIN-ARCHITECTS.COM

Project **BMPC**

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

Date: **1/20/22**

Trans: **20**

Copies: Greg Frankoski

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

Via:	Fax	Media:	Prints	Contents	Correspondence
	Mail		x Letters		x Requisitions
	Fedex		Photos		Field Memos
	x UPS		Articles		Shop Drawings
	Messenger		Models		Submittals
	Pick-up		Samples		Drawings

Items:	Qty	Description:	Date:
	2	App. #11, cert. for \$178,532.03	01/20/22

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

Comments:

Notes:

By:

  
Eli Goldstein, AIA

## RESOLUTION 2022-79

### AUTHORIZING THE BARNEGAT TOWNSHIP COMMITTEE TO AWARD CONTRACT TO EPIC MECHANICAL FOR CONVERSION OF PROPANE TO NATURAL GAS AT THE PUBLIC WORKS BUILDING

**WHEREAS**, Barnegat Township is in need to convert Propane to Natural Gas in the Public Works Building located at 5 Lippencott Ave; and

**WHEREAS**, on October 5, 2021 quotes were received and opened by Barnegat Township's Engineer, CME Associates; and

**WHEREAS**, the low responsible bidder was Epic Mechanical, Inc., located at 3320 Route 66, Neptune, NJ 07753 in the amount of \$14,000.00 (Fourteen Thousand Dollars); and,

<u>Contractor</u>	<u>Bid Total</u>
Epic Mechanical Inc.	\$14,000.00
Flow Tech Utilities	\$16,150.00

**WHEREAS**, the Township Attorney reviewed the bids for legal sufficiency and determined that the quote submitted by Epic Mechanical Inc. was acceptable; and,

**WHEREAS** that the Chief Financial Officer ("CFO") does hereby certify the availability of funds with respect to awarding a contract to Epic Mechanical Inc., located at 3320 Route 66, Neptune, NJ 07753 in an amount not to exceed \$14,000.00;

The funds are available in the following line item(s):

\_\_\_\_\_

\_\_\_\_\_  
Line Item(s)

\_\_\_\_\_  
Thomas Lombarski, CFO

**BE IT RESOLVED**, that all Township officials including, but not limited to the Mayor, the Township Administrator and the Municipal Clerk, are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.

### 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 February 1, 2022.

\_\_\_\_\_  
Donna M. Manno, RMC  
Municipal Clerk





JOHN H. ALLGAIR, PE, PP, LS (1983-2001)  
DAVID J. SAMUEL, PE, PP, CME  
JOHN J. STEFANI, PE, LS, PP, CME  
JAY B. CORNELL, PE, PP, CME  
MICHAEL J. McCLELLAND, PE, PP, CME  
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)  
BRUCE M. KOCH, PE, PP, CME  
LOUIS J. PLOSKONKA, PE, CME  
TREVOR J. TAYLOR, PE, PP, CME  
BEHRAM TURAN, PE, LSRP  
LAURA J. NEUMANN, PE, PP  
DOUGLAS ROHMEYER, PE, CFM, CME  
ROBERT J. RUSSO, PE, PP, CME  
JOHN J. HESS, PE, PP, CME

December 2, 2021

**Sent via Electronic & Regular Mail**

Mr. Roger Budd, Township Purchasing Agent  
Township of Barnegat  
900 West Bay Ave.  
Barnegat, NJ 08005

**Re: New Township DPW Building  
Quote Review and Recommendation of Award  
Conversion from Propane to Natural Gas  
Township of Barnegat, Ocean County, New Jersey  
Our File No.: VBG00003.09**

Dear Mr. Budd:

Please find below a summary of quotes received for the above referenced project. A total of two (2) quotes were received, for the applicable work required to convert existing mechanical equipment within the new Township DPW building, from propane to natural gas. Other work includes new internal gas lines from the equipment to the new NJNG installed meter sets at the building.

Two (2) quotes were received and summarized as follows:

Contractor	Base Bid
1) Epic Mechanical	\$14,000.00
2) Flow Tech Utilities	\$16,150.00

Epic Mechanical is the low quote for the bid. Our office recommends Epic Mechanical be awarded the services contract, for the lump sum price of \$14,000.00, as the low bidder.

Please review the enclosed quotes and provide your approval to the Administrator and Township CFO.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Central Jersey Insurance Associates 51 James Way Suite 102 Eatontown NJ 07724	CONTACT NAME: Debbie Wagtown PHONE (732) 383-7158 FAX (732) 383-7539 E-MAIL: dwagtown@centraljerseyins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Harleysville Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Epic Mechanical Inc. 3320 Route 66 Neptune NJ 07753	NAIC # 23582

## COVERAGES

CERTIFICATE NUMBER: 21-22 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Additional Inside <input type="checkbox"/> Incl Completed Ops GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MPA72519W	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA72520W	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CHB72521W	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC72518W	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	CONTRACTORS EQUIPMENT			MPA72519W	01/01/2021	01/01/2022	LIMIT: \$300,000 Deductible: \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*\*\*\*SAMPLE FOR INFORMATION PURPOSES ONLY\*\*\*\*\*

## CERTIFICATE HOLDER

## CANCELLATION

SAMPLE FOR INFORMATION PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael DeMaio/WAGS

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# Township of Barnegat

County of Ocean

## MUNICIPAL BUILDING

900 West Bay Avenue  
Barnegat, New Jersey 08005



PHONE: 609-698-0080

FAX: 609-698-7980

EMAIL: clerk@barnegat.net

Website: www.barnegat.net

## QUOTE REQUEST

### Services to convert Public Works Building from existing Propane to Natural Gas

SUMMARY: Convert Existing Public Works Garage Mechanicals from Propane to Natural.

SCOPE: Contractor shall supply all manpower, fittings, kits, parts and all appurtenances necessary to perform the following work:

1. Disconnect & cap existing propane supply from generator and building equipment.
2. Supply and install all necessary fittings, material, equipment, pipes penetrations, manpower and appurtenances to connect existing piping to newly installed natural gas service meters. Two (2) separate meters for the generator service and the building service are being installed by NJNG.
3. Supply and install all necessary fittings, material, conversion kits, equipment, manpower and appurtenances for the building equipment listed to safely and efficiently utilize new Natural Gas Supply.
  - a. Generator (coordinate & schedule conversion with Cummins Sales & Service of Bristol, PA)
    - i. Model: C100 N6
  - b. Water Heater (1 Unit)
    - i. Mfg: AO Smith
    - ii. Model: BTH-120(A)
  - c. Radiant Heaters (4 Units)
    - i. Mfg: Schwank
    - ii. Model: primoSchwank 20
    - iii. Heaters suspended in ceiling at 24 feet high
4. Test system, including generator.

UNIT PRICE IN FIGURES: \$14,000 LUMP SUM

TOTAL: \$ FOURTEEN THOUSAND DOLLARS + 00/100 (in words)

PERIOD: Work to be completed prior to November 5, 2021.

LOCATION: 5 Lippencott Drive, Barnegat, NJ 08005

EPIC MECH

Return Proposals by 5:00 pm, October 5, 2021 to:

CME Associates  
Attention David Barry, PE  
849 West Bay Avenue, Suite 7  
Barnegat, NJ 08005

Proposals shall be accompanied by the following:

1. NJ Business Registration Certificate
2. Public Works Contractor Registration Certificate
3. Proof of Insurance

If you have any questions regarding the above specifications, please contact David Barry, PE of CME Associates at 732-410-2650.

# Township of Barnegat

## County of Ocean

MUNICIPAL BUILDING  
900 West Bay Avenue  
Barnegat, New Jersey 08005



PHONE: 609-698-0080  
FAX: 609-698-7980  
EMAIL: clerk@barnegat.net  
Website: www.barnegat.net

### QUOTE REQUEST

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3. Supply and install all necessary fittings, material, conversion kits, equipment, manpower and appurtenances for the building equipment listed to safely and efficiently utilize new Natural Gas Supply.
  - a. Generator (coordinate & schedule conversion with Cummins Sales & Service of Bristol, PA)
    - i. Model: C100 N6
  - b. Water Heater (1 Unit)
    - i. Mfg: AO Smith
    - ii. Model: BTH-120(A)
  - c. Radiant Heaters (4 Units)
    - i. Mfg: Schwank
    - ii. Model: primoSchwank 20
    - iii. Heaters suspended in ceiling at 24 feet high
4. Test system, including generator.

UNIT PRICE IN FIGURES: 16,150.00 LUMP SUM  
TOTAL: \$ Sixteen thousand one hundred FIFTY Dollars  
(in words)

PERIOD: Work to be completed prior to November 5, 2021.  
LOCATION: 5 Lippencott Drive, Barnegat, NJ 08005

FLOW TECH

Return Proposals by 5:00 pm, October 5, 2021 to:

CME Associates  
Attention David Barry, PE  
849 West Bay Avenue, Suite 7  
Barnegat, NJ 08005

Proposals shall be accompanied by the following:

1. NJ Business Registration Certificate
2. Public Works Contractor Registration Certificate
3. Proof of Insurance

If you have any questions regarding the above specifications, please contact David Barry, PE of CME Associates at 732-410-2650.



**RESOLUTION 2022-80**

**RESOLUTION OF THE TOWNSHIP OF  
BARNEGAT, COUNTY OF OCEAN, STATE OF  
NEW JERSEY, AWARDING BID FOR THE ITRON  
WATER COMMUNICATION MODULE TO  
RAYBERN UTILITY SOLUTIONS**

**WHEREAS**, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, (the “Township”) solicited bids for the Itron 100W Water Communication Module (the “Project”); and

**WHEREAS**, bids were solicited in accordance with New Jersey Local Public Contracts Law N.J.S.A. 40A:11-1 et. seq.; and

**WHEREAS**, in response to the solicitation of bids, one bid was received from Raybern Utility Solutions as follows:

<u>Name</u>	<u>Unit Price</u>
Itron 100W ERT’s module number factory programming	\$102.00
Inline Connector Security Seal	\$ 24.00
Itron 100W+ERT module programming	\$102.00
Inline Connector Security Seal	\$ 24.00

**WHEREAS**, the bids were received by the Township’s Water Sewer Utility Manager and found to be acceptable as to form and content; and

**WHEREAS**, the Township accepts the recommendation of its professional staff and award the bid subject to the Township’s budgetary constraints; and

**NOW THEREFORE BE IT RESOLVED** on this **1<sup>st</sup> day of February 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 awards the bid for the Itron Water Communication Module Project to Raybern Utility Solutions as follows:

<u>Name</u>	<u>Unit Price</u>
Itron 100W ERT's module number factory programming	\$102.00
Inline Connector Security Seal	\$ 24.00
Itron 100W+ERT module programming	\$102.00
Inline Connector Security Seal	\$ 24.00

2. The award if the bid is subject to the Township's budgetary constraints.
3. A certified copy of this Resolution shall be forwarded by the Township

Clerk to the following:

- (a) Alfonso Cirulli, Mayor;
- (b) Martin J. Lisella, Township Administrator;
- (c) Roger B. Budd, Jr., Utility Manager
- (d) Thomas Lombarski, CFO;
- (e) Raybern Utility Solutions; and
- (f) Christopher J. Dasti, Esq., Township Attorney.

### **CERTIFICATION**

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on February 1, 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  
Township Clerk

## **RESOLUTION 2022-81**

### **RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING CHANGE ORDER AND AUTHORIZING FINAL PAYMENT TO EARLE ASPHALT COMPANY, FOR THE NJDOT PINE OAK BOULEVARD IMPROVEMENT PROJECT, PHASE II**

**WHEREAS**, Earle Asphalt Company, PO Box 556 Farmingdale, NJ has previously been awarded a contract for the NJDOT Pine Oak Boulevard Improvement Project, Phase II; and

**WHEREAS**, Earle Asphalt Company has submitted a Final Payment and Closeout Change Order in the amount of \$28,858.59; and

**WHEREAS**, the Project Engineer, Kurt Otto, of CME Associates has reviewed the documents submitted by the contractor and all are in order and recommend payment of the voucher submitted; and

**WHEREAS**, a Two (2) year Maintenance Bond in the amount of 15% of the final contract amount will be forwarded by Earl Asphalt Company separately; and

**THEREFORE, BE IT RESOLVED**, by the Township Committee of The Township of Barnegat, County of Ocean, State of New Jersey accepts Final payment and Closeout Change Order in the amount of \$28,858.59 and authorize the Chief Financial Officer to issue a check to Earle Asphalt Company, P.O. Box 556, Farmingdale, NJ in the amount of \$28,858.59 for work completed on the NJDOT Pine Oak Boulevard Improvement Project, Phase II.

### **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 on the 1<sup>st</sup> day of February, 2022.

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Donna M. Manno, RMC  
Municipal Clerk



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)  
DAVID J. SAMUEL, PE, PP, CME  
JOHN J. STEFANI, PE, LS, PP, CME  
JAY B. CORNELL, PE, PP, CME  
MICHAEL J. McCLELLAND, PE, PP, CME  
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)  
BRUCE M. KOCH, PE, PP, CME  
LOUIS J. PLOSKONKA, PE, CME  
TREVOR J. TAYLOR, PE, PP, CME  
BEHRAM TURAN, PE, LSRP  
LAURA J. NEUMANN, PE, PP  
DOUGLAS ROHMEYER, PE, CFM, CME  
ROBERT J. RUSSO, PE, PP, CME  
JOHN J. HESS, PE, PP, CME

December 23, 2021

**Sent via Electronic (clerk@barnegat.net) & Hand Delivery**

Township of Barnegat  
900 West Bay Avenue  
Barnegat, NJ 08005

Attn: Donna Manno, Township Clerk

**Re: Pine Oak Boulevard Improvement Project – Phase II  
Final Payment and Closeout Change Order  
Earle Asphalt Company  
Barnegat Township, Ocean County, NJ  
CME File: VBG00602.02**

Dear Ms. Manno:

Transmitted herewith please find the Final Payment Estimate for the above-referenced project in the amount of \$28,858.59 as approved by this office for your review, approval and further handling. The project is complete at this time, including all punch list items.

The enclosed Change Order reflects increases and decreases in original contract quantities required to complete the project. The increases in quantities could not, in our opinion, have reasonably been effectuated by a separately bid contract without unduly disrupting work and imposing adverse consequences on the Township and will provide an improved level of service to residents, motorists, and pedestrians.

The Closeout Change Order results in an adjustment in the project cost from the original contract amount of \$292,813.13 to a final amount of \$294,681.09, for an increase of \$1,867.96.

A two (2) year Maintenance Bond in the amount of fifteen percent (15%) of the final contract amount will be forwarded separately once received.

Our office notes that taxpayer costs for this project were defrayed thanks to NJDOT grants totaling \$293,800.00, covering approximately 97% of construction costs. Documentation for the NJDOT final payment voucher will be forwarded to the Finance Department under separate cover to release the remaining grant monies to the Township.



Mayor and Township Council  
Re: Final Payment and Closeout Change Order  
Pine Oak Boulevard Improvement Project – Phase II

December 23, 2021  
Our File No. VBG00602.02  
Page 2

Should you have any questions or require additional information, please do not hesitate to contact our office.

Very truly yours,

**CME Associates**

Kurt J. Otto, PE, CME, CFM  
*For the Firm*

KJO:ZMJ

Enclosures

cc: Tom Lombarski– Chief Financial Officer  
Earle Asphalt Co.  
Inspection File

**PROGRESS PAYMENT ESTIMATE NO. 2 / FINAL PAYMENT AND CLOSEOUT CHANGE ORDER**

**PROJECT NO.:** VBG00602.02  
**PROJECT:** PINE OAK BOULEVARD IMPROVEMENT PROJECT - PHASE II  
**DATE:** DECEMBER 15, 2021

**OWNER:** TOWNSHIP OF BARNEGAT  
**CONTRACTOR:** EARLE ASPHALT

		Bid Quantities				Previous Estimate(s)		Work Completed This Estimate		Total to Date				
		Item Description		Quantity	U/M	Unit Price	Total Extension	Previous Quantity	Total Price	Current Quantity	Total Price			
1	Inlet Filter, Type 2, 2' x 4'	15	UN	\$	0.01	\$0.15	15.00	\$	0.15	-	\$	15.00	\$	0.15
2	Breakaway Barricade		UN	\$	0.01	20		\$	-	-	\$	-	\$	-
3	Drum	50	UN	\$	0.01	\$0.50		\$	-	-	\$	-	\$	-
4	Traffic Cone	100	UN	\$	0.01	\$1.00		\$	-	-	\$	-	\$	-
5	Construction Signs	320	SF	\$	0.01	\$3.20	73.00	\$	0.73	-	\$	73.00	\$	0.73
6	Traffic Director, Municipal Police	80	MH	\$	128.40	\$10,272.00		\$	-	46.00	\$	5,906.40	\$	5,906.40
7	Fuel Price Adjustment	200	DOLL	\$	1.00	\$200.00		\$	-	-	\$	-	\$	-
8	Asphalt Price Adjustment	400	DOLL	\$	1.00	\$400.00	673.10	\$	673.10	-	\$	673.10	\$	673.10
9	Clearing Site	1	LS	\$	15,656.11	\$15,656.11	0.90	\$	14,090.50	0.10	\$	1,565.61	\$	15,656.11
10	Removal of Walks	270	SY	\$	0.01	\$2.70	248.00	\$	-	-	\$	2.48	\$	2.48
11	Removal of Curb	345	LF	\$	0.01	\$3.45	433.00	\$	4.33	-	\$	433.00	\$	4.33
12	HMA Milling, 3" or Less	7,870	SY	\$	5.00	\$39,350.00	7,422.00	\$	37,110.00	-	\$	7,422.00	\$	37,110.00
13	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	945	TN	\$	95.00	\$89,775.00	1,027.26	\$	97,589.70	-	\$	1,027.26	\$	97,589.70
14	Reset Existing Manhole Casting, Using Non-Adjustable Ring	2	UN	\$	50.00	\$100.00	-	\$	-	-	\$	-	\$	-
15	Reset Existing Inlet Casting, Using Blocks	1	UN	\$	50.00	\$50.00	-	\$	-	-	\$	-	\$	-
16	Reconstruct Inlet, Type B, Using New Casting	3	UN	\$	2,000.00	\$6,000.00	3.00	\$	6,000.00	-	\$	3.00	\$	6,000.00
17	Bicycle Safe Grate	4	UN	\$	300.00	\$1,200.00	4.00	\$	1,200.00	-	\$	4.00	\$	1,200.00
18	Curb Piece	12	UN	\$	300.00	\$3,600.00	6.00	\$	1,800.00	-	\$	6.00	\$	1,800.00
19	Cleaning Drainage Structure	12	UN	\$	50.00	\$600.00	12.00	\$	600.00	-	\$	12.00	\$	600.00
20	Concrete Sidewalk, 4" Thick (Include Bedding)	270	SY	\$	115.00	\$31,050.00	248.00	\$	28,520.00	-	\$	248.00	\$	28,520.00
21	Detectable Warning Surface	20	SY	\$	350.00	\$7,000.00	20.00	\$	7,000.00	-	\$	20.00	\$	7,000.00
22	8"x18" Concrete Vertical Curb	360	LF	\$	42.00	\$15,120.00	461.00	\$	19,362.00	-	\$	461.00	\$	19,362.00
23	Traffic Stripes, Epoxy Resin, 4" Wide	2,980	LF	\$	1.00	\$2,980.00	-	\$	-	2,844.00	\$	2,844.00	\$	2,844.00
24	Traffic Markings, Symbols, Thermoplastic	100	SF	\$	8.50	\$850.00	-	\$	-	100.00	\$	850.00	\$	850.00
25	Traffic Marking Lines, Thermoplastic, 6" Wide	890	LF	\$	1.50	\$1,335.00	-	\$	-	801.00	\$	1,201.50	\$	1,201.50
26	Traffic Marking Lines, Thermoplastic, 24" Wide	170	LF	\$	6.00	\$1,020.00	-	\$	-	160.00	\$	960.00	\$	960.00
27	Regulatory and Warning Sign	85	SF	\$	40.00	\$3,400.00	-	\$	-	71.75	\$	2,870.00	\$	2,870.00
28	Retroreflective Sign Post Strip	10	UN	\$	40.00	\$400.00	-	\$	-	10.00	\$	400.00	\$	400.00
29	Reset Water Valve Box	22	UN	\$	0.01	\$0.22	-	\$	-	-	\$	-	\$	-
30	Reset Manhole, Sanitary Sewer, Using Existing Casting and Non-Adjustable Ring	10	UN	\$	50.00	\$500.00	-	\$	-	-	\$	-	\$	-
31	Topsoil Spreading, 4" Thick	180	SY	\$	8.00	\$1,440.00	215.00	\$	1,720.00	-	\$	215.00	\$	1,720.00
32	Fertilizing and Seeding, Type G	180	SY	\$	0.01	\$1.80	-	\$	-	-	\$	-	\$	-
33	Straw Mulching	180	SY	\$	0.01	\$1.80	-	\$	-	-	\$	-	\$	-
34	Allowance for Work Not Specified	1	AL	\$	5,000.00	\$5,000.00	-	\$	-	0.61	\$	3,029.47	\$	3,029.47
		Base Bid Total				\$237,313.13	\$215,672.99		\$19,626.98		\$235,299.97			

PROGRESS PAYMNET ESTIMATE NO. 2 / FINAL PAYMENT AND CLOSEOUT CHANGE ORDER

OWNER: TOWNSHIP OF BARNEGAT  
CONTRACTOR: EARLE ASPHALT

PROJECT NO.: VBG00602.02  
PROJECT: PINE OAK BOULEVARD IMPROVEMENT PROJECT - PHASE II  
DATE: DECEMBER 15, 2021

Item Description		Bid Quantities				Previous Estimate(s)		Work Completed This Estimate		Total to Date					
		Quantity	U/M	Unit Price	Total Extension	Previous Quantity	Total Price	Current Quantity	Total Price	Total Quantity	Total Price				
Addition Item A - Sta 17+50 to Sta. 20+50															
A-1	Inlet Filter, Type 2, 2' x 4'	3	UN	\$	0.01	\$0.03	3.00	\$	0.03	-	\$	-	3.00	\$	0.03
A-2	Clearing Site	1	LS	\$	2,381.62	\$2,381.62	0.90	\$	2,143.46	0.10	\$	238.16	1.00	\$	2,381.62
A-3	Removal of Walks	20	SY	\$	0.01	\$0.20	22.00	\$	0.22	-	\$	-	22.00	\$	0.22
A-4	Removal of Curb	45	LF	\$	0.01	\$0.45	36.00	\$	0.36	-	\$	-	36.00	\$	0.36
A-5	HMA Milling, 3" or Less	1,100	SY	\$	1.00	\$1,100.00	1,100.00	\$	1,100.00	-	\$	-	1,100.00	\$	1,100.00
A-6	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	130	TN	\$	60.00	\$7,800.00	141.32	\$	8,479.20	-	\$	-	141.32	\$	8,479.20
A-7	Reconstruct Inlet, Type B, Using New Casting	1	UN	\$	2,000.00	\$2,000.00	2.00	\$	4,000.00	-	\$	-	2.00	\$	4,000.00
A-8	Curb Piece	2	UN	\$	300.00	\$600.00	1.00	\$	300.00	-	\$	-	1.00	\$	300.00
A-9	Cleaning Drainage Structure	2	UN	\$	50.00	\$100.00	1.00	\$	50.00	-	\$	-	1.00	\$	50.00
A-10	Concrete Sidewalk, 4" Thick	20	SY	\$	115.00	\$2,300.00	22.00	\$	2,530.00	-	\$	-	22.00	\$	2,530.00
A-11	Detectable Warning Surface	2	SY	\$	350.00	\$700.00	2.00	\$	700.00	-	\$	-	2.00	\$	700.00
A-12	8"x18" Concrete Vertical Curb	45	LF	\$	42.00	\$1,890.00	36.00	\$	1,512.00	-	\$	-	36.00	\$	1,512.00
A-13	Traffic Stripes, Epoxy Resin, 4" Wide	630	LF	\$	1.00	\$630.00	-	\$	-	560.00	\$	560.00	560.00	\$	560.00
A-14	Traffic Marking Lines, Thermoplastic, 6" Wide	65	LF	\$	1.50	\$97.50	-	\$	-	69.00	\$	103.50	69.00	\$	103.50
A-15	Regulatory and Warning Sign	7	SF	\$	40.00	\$280.00	-	\$	-	7.00	\$	280.00	7.00	\$	280.00
A-16	Retroreflective Sign Post Strip	1	UN	\$	40.00	\$40.00	-	\$	-	1.00	\$	40.00	1.00	\$	40.00
A-17	Topsoil Spreading, 4" Thick	10	SY	\$	8.00	\$80.00	16.00	\$	128.00	-	\$	-	16.00	\$	128.00
A-18	Fertilizing and Seeding, Type G	10	SY	\$	0.01	\$0.10	-	\$	-	-	\$	-	-	\$	-
A-19	Straw Mulching	10	SY	\$	0.01	\$0.10	-	\$	-	-	\$	-	-	\$	-
Addition Item A Total:						\$20,000.00	\$		20,943.27	\$		1,221.66	\$		22,164.93
Addition Item B - Sta 10+50 to Sta. 17+50															
B-1	Inlet Filter, Type 2, 2' x 4'	2	UN	\$	0.01	\$0.02	2.00	\$	0.02	-	\$	-	2.00	\$	0.02
B-2	Clearing Site	1	LS	\$	5,749.97	\$5,749.97	0.90	\$	5,174.97	0.10	\$	575.00	1.00	\$	5,749.97
B-3	HMA Milling, 3" or Less	3,030	SY	\$	1.00	\$3,030.00	3,000.00	\$	3,000.00	-	\$	-	3,000.00	\$	3,000.00
B-4	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	365	TN	\$	60.00	\$21,900.00	396.77	\$	23,806.20	-	\$	-	396.77	\$	23,806.20
B-5	Reconstruct Inlet, Type B, Using New Casting	1	UN	\$	2,000.00	\$2,000.00	1.00	\$	2,000.00	-	\$	-	1.00	\$	2,000.00
B-6	Bicycle Safe Grate	1	UN	\$	300.00	\$300.00	1.00	\$	300.00	-	\$	-	1.00	\$	300.00
B-7	Curb Piece	1	UN	\$	300.00	\$300.00	1.00	\$	300.00	-	\$	-	1.00	\$	300.00
B-8	Cleaning Drainage Structure	1	UN	\$	50.00	\$50.00	1.00	\$	50.00	-	\$	-	1.00	\$	50.00
B-9	Traffic Stripes, Epoxy Resin, 4" Wide	1,900	LF	\$	1.00	\$1,900.00	-	\$	-	1,740.00	\$	1,740.00	1,740.00	\$	1,740.00
B-10	Traffic Marking Lines, Thermoplastic, 24" Wide	45	LF	\$	6.00	\$270.00	-	\$	-	45.00	\$	270.00	45.00	\$	270.00
B-11	Reset Water Valve Box	1	UN	\$	0.01	\$0.01	-	\$	-	-	\$	-	-	\$	-
Addition Item B Total:						\$35,500.00	\$		34,631.19	\$		2,585.00	\$		37,216.19
Original Contract Total:						\$292,813.13	\$		271,247.45	\$		223,433.64	\$		294,681.09

PROGRESS PAYMENT ESTIMATE NO. 2 / FINAL PAYMENT AND CLOSEOUT CHANGE ORDER

OWNER: TOWNSHIP OF BARNEGAT  
CONTRACTOR: EARLE ASPHALT

PROJECT NO.: VBG00802.02  
PROJECT: PINE OAK BOULEVARD IMPROVEMENT PROJECT - PHASE II  
DATE: DECEMBER 15, 2021

Item Description	Bid Quantities				Previous Estimate(s)		Work Completed This Estimate		Total to Date	
	Quantity	U/M	Unit Price	Total Extension	Previous Quantity	Total Price	Current Quantity	Total Price	Total Quantity	Total Price
<b>CLOSEOUT CHANGE ORDER</b>										
CO-1 Inlet Filter, Type 2, 2' x 4'		UN	\$ 0.01	\$ -	-	\$ -	-	\$ -	-	\$ -
CO-2 Breakaway Barricade	(20.00)	UN	\$ 0.01	\$ (0.20)	-	\$ -	-	\$ -	-	\$ -
CO-3 Drum	(50.00)	UN	\$ 0.01	\$ (0.50)	-	\$ -	-	\$ -	-	\$ -
CO-4 Traffic Cone	(100.00)	UN	\$ 0.01	\$ (1.00)	-	\$ -	-	\$ -	-	\$ -
CO-5 Construction Signs	(247.00)	SF	\$ 0.01	\$ (2.47)	-	\$ -	-	\$ -	-	\$ -
CO-6 Traffic Director, Municipal Police	(34.00)	MH	\$ 128.40	\$ (4,365.60)	-	\$ -	-	\$ -	-	\$ -
CO-7 Fuel Price Adjustment	(200.00)	DOLL	\$ 1.00	\$ (200.00)	-	\$ -	-	\$ -	-	\$ -
CO-8 Asphalt Price Adjustment	273.10	DOLL	\$ 1.00	\$ 273.10	-	\$ -	-	\$ -	-	\$ -
CO-9 Clearing Site	-	LS	\$ 15,656.11	\$ -	-	\$ -	-	\$ -	-	\$ -
CO-10 Removal of Walks	(22.00)	SY	\$ 0.01	\$ (0.22)	-	\$ -	-	\$ -	-	\$ -
CO-11 Removal of Curb	88.00	LF	\$ 0.01	\$ 0.88	-	\$ -	-	\$ -	-	\$ -
CO-12 HMA Milling, 3" or Less	(448.00)	SY	\$ 5.00	\$ (2,240.00)	-	\$ -	-	\$ -	-	\$ -
CO-13 Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	82.26	TN	\$ 95.00	\$ 7,814.70	-	\$ -	-	\$ -	-	\$ -
CO-14 Reset Existing Manhole Casting, Using Non-Adjustable Ring	(2.00)	UN	\$ 50.00	\$ (100.00)	-	\$ -	-	\$ -	-	\$ -
CO-15 Reset Existing Inlet Casting, Using Blocks	(1.00)	UN	\$ 50.00	\$ (50.00)	-	\$ -	-	\$ -	-	\$ -
CO-16 Reconstruct Inlet, Type B, Using New Casting	-	UN	\$ 2,000.00	\$ -	-	\$ -	-	\$ -	-	\$ -
CO-17 Bicycle Safe Grate	-	UN	\$ 300.00	\$ -	-	\$ -	-	\$ -	-	\$ -
CO-18 Curb Piece	(6.00)	UN	\$ 300.00	\$ (1,800.00)	-	\$ -	-	\$ -	-	\$ -
CO-19 Cleaning Drainage Structure	-	UN	\$ 50.00	\$ -	-	\$ -	-	\$ -	-	\$ -
CO-20 Concrete Sidewalk, 4" Thick (Include Bedding)	(22.00)	SY	\$ 115.00	\$ (2,530.00)	-	\$ -	-	\$ -	-	\$ -
CO-21 Detectable Warning Surface	-	SY	\$ 350.00	\$ -	-	\$ -	-	\$ -	-	\$ -
CO-22 8"x18" Concrete Vertical Curb	101.00	LF	\$ 42.00	\$ 4,242.00	-	\$ -	-	\$ -	-	\$ -
CO-23 Traffic Stripes, Epoxy Resin, 4" Wide	(136.00)	LF	\$ 1.00	\$ (136.00)	-	\$ -	-	\$ -	-	\$ -
CO-24 Traffic Markings, Symbols, Thermoplastic	-	SF	\$ 8.50	\$ -	-	\$ -	-	\$ -	-	\$ -
CO-25 Traffic Marking Lines, Thermoplastic, 6" Wide	(89.00)	LF	\$ 1.50	\$ (133.50)	-	\$ -	-	\$ -	-	\$ -
CO-26 Traffic Marking Lines, Thermoplastic, 24" Wide	(10.00)	LF	\$ 6.00	\$ (60.00)	-	\$ -	-	\$ -	-	\$ -
CO-27 Regulatory and Warning Sign	(13.25)	SF	\$ 40.00	\$ (530.00)	-	\$ -	-	\$ -	-	\$ -
CO-28 Retroreflective Sign Post Strip	-	UN	\$ 40.00	\$ -	-	\$ -	-	\$ -	-	\$ -
CO-29 Reset Water Valve Box	(22.00)	UN	\$ 0.01	\$ (0.22)	-	\$ -	-	\$ -	-	\$ -
CO-30 Reset Manhole, Sanitary Sewer, Using Existing Casting and Non-Adjustable Ring	(10.00)	UN	\$ 50.00	\$ (500.00)	-	\$ -	-	\$ -	-	\$ -
CO-31 Topsoil Spreading, 4" Thick	35.00	SY	\$ 8.00	\$ 280.00	-	\$ -	-	\$ -	-	\$ -
CO-32 Fertilizing and Seeding, Type G	(180.00)	SY	\$ 0.01	\$ (1.80)	-	\$ -	-	\$ -	-	\$ -
CO-33 Straw Mulching	(180.00)	SY	\$ 0.01	\$ (1.80)	-	\$ -	-	\$ -	-	\$ -
CO-34 Allowance for Work Not Specified	(0.39)	AL	\$ 5,000.00	\$ (1,970.53)	-	\$ -	-	\$ -	-	\$ -



PROGRESS PAYMENT ESTIMATE NO. 2 / FINAL PAYMENT AND CLOSEOUT CHANGE ORDER


OWNER: TOWNSHIP OF BARNEGAT  
CONTRACTOR: EARLE ASPHALT

PROJECT NO.: VB00602 02  
PROJECT: PINE OAK BOULEVARD IMPROVEMENT PROJECT - PHASE II  
DATE: DECEMBER 15, 2021

Item Description	Bid Quantities					Previous Estimate(s)		Work Completed This Estimate		Total to Date	
	Quantity	UM	Unit Price	Total Extension	Previous Quantity	Total Price	Current Quantity	Total Price	Total Quantity	Total Price	Total Price
CO-A-1 Inlet Filter, Type 2, 2' x 4'	-	UN	\$ 0.01	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-2 Clearing Site	-	LS	\$ 2,381.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-3 Removal of Walks	2.00	SY	\$ 0.01	\$ 0.02	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-4 Removal of Curb	(9.00)	LF	\$ 0.01	\$ (0.09)	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-5 HMA Milling, 3" or Less	-	SY	\$ 1.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-6 Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	11.32	TN	\$ 60.00	\$ 679.20	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-7 Reconstruct Inlet, Type B, Using New Casting	1.00	UN	\$ 2,000.00	\$ 2,000.00	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-8 Curb Piece	(1.00)	UN	\$ 300.00	\$ (300.00)	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-9 Cleaning Drainage Structure	(1.00)	UN	\$ 50.00	\$ (50.00)	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-10 Concrete Sidewalk, 4" Thick	2.00	SY	\$ 115.00	\$ 230.00	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-11 Detectable Warning Surface	-	SY	\$ 350.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-12 8"x18" Concrete Vertical Curb	(9.00)	LF	\$ 42.00	\$ (378.00)	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-13 Traffic Stripes, Epoxy Resin, 4" Wide	(7.00)	LF	\$ 1.00	\$ (7.00)	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-14 Traffic Marking Lines, Thermoplastic, 6" Wide	4.00	LF	\$ 1.50	\$ 6.00	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-15 Regulatory and Warning Sign	-	SF	\$ 40.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-16 Retroreflective Sign Post Strip	-	UN	\$ 40.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-17 Topsoil Spreading, 4" Thick	6.00	SY	\$ 8.00	\$ 48.00	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-18 Fertilizing and Seeding, Type G	(10.00)	SY	\$ 0.01	\$ (0.10)	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-A-19 Straw Mulching	(10.00)	SY	\$ 0.01	\$ (0.10)	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-B-1 Inlet Filter, Type 2, 2' x 4'	-	UN	\$ 0.01	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-B-2 Clearing Site	-	LS	\$ 5,749.97	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-B-3 HMA Milling, 3" or Less	(30.00)	SY	\$ 1.00	\$ (30.00)	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-B-4 Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	31.77	TN	\$ 60.00	\$ 1,906.20	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-B-5 Reconstruct Inlet, Type B, Using New Casting	-	UN	\$ 2,000.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-B-6 Bicycle Safe Gate	-	UN	\$ 300.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-B-7 Curb Piece	-	UN	\$ 300.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-B-8 Cleaning Drainage Structure	-	UN	\$ 50.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-B-9 Traffic Stripes, Epoxy Resin, 4" Wide	(160.00)	LF	\$ 1.00	\$ (160.00)	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-B-10 Traffic Marking Lines, Thermoplastic, 24" Wide	-	LF	\$ 6.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -
CO-B-11 Reset Water Valve Box	(1.00)	UN	\$ 0.01	\$ (0.01)	-	\$ -	-	\$ -	-	\$ -	\$ -
Final Contract Total:						\$294,681.09		\$271,247.45		\$23,433.64	\$294,681.09

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from Owner on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by Prior Payment Estimates; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the Payment Estimate will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as covered by Bond acceptable to OWNER).

PREPARED BY:

  
Earle Asphalt Company

APPROVED BY:

  
Kurt Otto, P.E., C.M.E., C.F.M.

CURRENT TO DATE TOTAL \$ 294,681.09  
LESS 2% RETAINAGE \$ -  
LESS PREVIOUS PAYMENTS \$ 265,822.50  
BALANCE DUE \$ 28,858.59

## **RESOLUTION 2022-82**

### **RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE COUNTY OF OCEAN POLICE SERVICES OCEAN COUNTY NARCOTICS STRIKE FORCE "NSF"**

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65 et seq., authorizes local units as defined in said Act to enter into joint agreements for the provision of governmental services; and

**WHEREAS**, the Township of Barnegat wishes to enter into a shared services agreement with the County of Ocean for Police Services for the Ocean County Narcotics Strike Force (hereinafter referred to as "NSF") from January 1, 2022 through December 31, 2022; and

**NOW THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Barnegat in the County of Ocean, State of New Jersey, as follows:

1. The Mayor and Clerk of the Township of Barnegat are hereby authorized and directed to enter into and execute a Shared Services Agreement with the Ocean County Prosecutors Office for The Ocean County Narcotics Strike Force known as the NSF.
2. A copy of that agreement is on file and available for public inspection at the Township Clerk's Office.
3. This resolution shall take effect immediately upon passage.

### **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 on the 1<sup>st</sup> day of February, 2022 in the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.

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Donna M. Manno, RMC  
Municipal Clerk

## **RESOLUTION 2022-83**

### **RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE OCEAN COUNTY PROSECUTOR'S OFFICE, COUNTY OF OCEAN POLICE SERVICES, FOR THE TRAFFIC SAFETY PROGRAM KNOWN AS THE F.A.S.T. PROGRAM PURSUANT TO N.J.S.A. 40:8A-1 ET SEQ.**

**WHEREAS**, The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes local units as defined in said Act to enter into joint agreements for the provision of government services; and

**WHEREAS**, the Township of Barnegat wishes to enter into a Shared Services Agreement with the Ocean County Police Services for the Prosecutor's Traffic Safety Program for the purpose of assisting in the investigation and prosecution of fatal accidents, and in traffic enforcement and education; and

**NOW THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Barnegat in the County of Ocean, State of New Jersey, as follows:

1. The Mayor or Administrator and Municipal Clerk of the Township of Barnegat are hereby authorized and directed to enter into and execute a Shared Services Agreement with the Ocean County Prosecutor's Office for the traffic safety program known as the F.A.S.T. Program.
2. A copy of this agreement is on file and available for public inspection at the Township Clerk's Office.
3. This Resolution shall take effect immediately upon passage.

### **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 08005 on February 1, 2022.

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Donna M. Manno, RMC  
Municipal Clerk

## **RESOLUTION 2022-84**

### **RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY PROMOTING DETECTIVE TIMOTHY BRADSHAW TO THE RANK OF SERGEANT IN THE BARNEGAT POLICE DEPARTMENT**

**WHEREAS**, Timothy Bradshaw is currently serving as a Patrolman for the Barnegat Township Police Department; therefore

**BE IT RESOLVED**, by the Township Committee of the Township of Barnegat, County of Ocean State of New Jersey that Timothy Bradshaw is hereby promoted to the rank of Sergeant in the Barnegat Police Department effective February 1, 2022, salary in accordance with the current Superior Officers Collective Bargaining Agreement.

### **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 on the 1st day of February, 2022.

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Donna M. Manno, RMC  
Municipal Clerk

## RESOLUTION 2022-85

### RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING AND APPROVING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF OCEAN, COUNTY OF OCEAN, STATE OF NEW JERSEY FOR RECREATION DIRECTOR SERVICES

**WHEREAS**, the Township Committee of the Township of Barnegat ("Barnegat") wishes to enter into a Shared Service Agreement with the Township of Ocean ("Ocean") to share services and reduce costs by working together to provide Jean Broadbent, as Recreation Director services from the Township of Ocean; and

**WHEREAS**, by entering into the Shared Service Agreement, Barnegat and Ocean agree that the shared use of the aforementioned services benefits each public entity equally; and

**WHEREAS**, Barnegat shall compensate Ocean for the provision of Recreation Director services as defined in the Shared Services Agreement, a true copy of which is on file at the Office of the Township Clerk and can be reviewed by the public during normal business hours; and

**WHEREAS**, all contractual provisions have been negotiated in the aforementioned Shared Services Agreement; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers Ocean and Barnegat to enter into this Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, this 1<sup>st</sup> day of February 2022 by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. The Township Committee approved the Shared Services Agreement, a true copy of which is on file at the Township Clerk's office and can be reviewed by the public during normal business hours.
2. The Township Committee authorizes and directs the Mayor and Township Clerk to execute any and all necessary documents in order to implement the intent of the Resolution.
3. A certified copy of this resolution shall be forwarded by the Township Clerk to the following:
  - a. Honorable Alfonso Cirulli, Mayor of Barnegat
  - b. New Jersey Department of Community Affairs
  - c. Honorable Ben LoParo, Mayor of Ocean Township
  - d. Martin Lisella, Administrator
  - e. Christopher Dasti, Esq.

#### CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Committee on the 1<sup>st</sup> day of February, 2022

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Donna M. Manno, RMC  
Municipal Clerk

## Resolution 2022-

**Resolution of the Township of Ocean, County of Ocean, State of New Jersey,  
accepting and approving a Shared Services Agreement with the Township of  
Barnegat, County of Ocean, State of New Jersey for  
Recreation Director Services**

**WHEREAS**, the Township Committee of the Township of Ocean ("Ocean") wishes to enter into a Shared Service Agreement with the Township of Barnegat ("Barnegat") to share services and reduce costs by working together to provide Recreation Director services from the Township of Ocean; and

**WHEREAS**, by entering into the Shared Service Agreement, Ocean and Barnegat agree that the shared use of the aforementioned services benefits each public entity equally; and

**WHEREAS**, Barnegat shall compensate Ocean for the provision of Recreation Director services as defined in the Shared Services Agreement, a true copy of which is on file at the Office of the Township Clerk and can be reviewed by the public during normal business hours; and

**WHEREAS**, all contractual provisions have been negotiated in the aforementioned Shared Services Agreement; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers Ocean and Barnegat to enter into this Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, this 3<sup>rd</sup> day of February, 2022 by the Township Committee of the Township of Ocean, County of Ocean, State of New Jersey, as follows:

1. The Township Committee approved the Shared Services Agreement, a true copy of which is on file at the Township Clerk's office and can be reviewed by the public during normal business hours.
2. The Township Committee authorizes and directs the Mayor and Township Clerk to execute any and all necessary documents in order to implement the intent of the Resolution.
3. A certified copy of this resolution shall be forwarded by the Township Clerk to the following:
  - a. Honorable Ben LoParo, Mayor
  - b. New Jersey Department of Community Affairs
  - c. Honorable Alfonso Cirulli, Mayor of Barnegat Township
  - d. Martin Lisella, Administrator
  - e. Diane B. Ambrosio, Administrator/Municipal Clerk

### **Certification**

I, Diane B. Ambrosio, RMC Municipal Clerk of the Township of Ocean, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Committee on the 3<sup>rd</sup> day of February, 2022

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Diane B. Ambrosio, RMC, Municipal Clerk

**SHARED SERVICES AGREEMENT BY AND BETWEEN**

**THE TOWNSHIP OF BARNEGAT**

**AND**

**THE TOWNSHIP OF OCEAN**

**OCEAN COUNTY, NEW JERSEY**

**WHEREAS**, the Township of Barnegat, County of Ocean, State of New Jersey (“Barnegat”), with a business office located at 900 West Bay Avenue, Barnegat Township, New Jersey, and the Township of Ocean, County of Ocean, State of New Jersey (“Ocean”) with a business office located at 50 Railroad Avenue, Waretown, New Jersey, have undertaken discussions in order to determine what services can be exchanged and shared by and between the municipalities in order to best serve the interests of the residents and taxpayers of each municipality; and

**WHEREAS**, the discussions have led to a determination by Barnegat and Ocean that the best interests of both municipalities will be served if the municipalities take advantage of the provisions of the Shared Services and Consolidation Act, N.J.S.A. 40:65-1 *et seq.*; and

**WHEREAS**, both municipalities currently and independently provide Recreation services and duties to the residents and taxpayers of each municipality through in the case of Recreation Director; and

**WHEREAS**, Ocean currently has an employee capable of supplying such services for both municipalities at a significant reduction in cost to both municipalities; and

**WHEREAS**, accordingly Ocean and Barnegat have pursued a plan for providing shared services for the position of Recreation Director; and

**WHEREAS**, as such Barnegat designates Ocean as the provider for Recreation Director duties and services within Barnegat; and

**WHEREAS**, N.J.S.A. 40:65-1, *et seq.* specifically authorizes local government units to enter into agreements for the provision of shared services:

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, Barnegat and Ocean do hereby agree as follows:

## **AGREEMENT**

### **1. DESCRIPTION OF THE PROJECT.**

Ocean shall provide Barnegat with its Recreation Director services and duties.

### **2. SCOPE OF SERVICES.**

Barnegat shall designate Ocean as the provider of Recreation Director services and duties within Barnegat. Ocean shall provide the duties of the Recreation Director to Barnegat in accordance with this Agreement.

Recreation Director Services shall consist of action as liaison for all citizens and citizens' groups in Barnegat so as to ascertain the recreational needs and requirements of the citizens of the Barnegat and so as to organize all recreational activities in Barnegat. Recreation Director Services shall include supervising all full-time and part-time employees of Barnegat involved in the supervision, control and/or maintenance of recreational programs, activities and park facilities in Barnegat and shall further be responsible for the maintenance of recreational and park facilities in Barnegat.

### **3. COMPENSATION.**

The work schedules of the Recreation Director shall be determined by the workload of the two Townships. Barnegat will reimburse Ocean, all of the wages, taxes, healthcare, and pension costs, calculated on an hourly basis, in an amount corresponding to the actual time worked as the Recreation Director expends providing services to Barnegat, as determined by Ocean and Barnegat on a quarterly basis. The scheduling and cost allocation however may be modified periodically in accordance with the provisions of N.J.S.A. 40A:65-7(a)(3).



#### **4. TERM**

This agreement shall be effective for the period commencing upon the execution date of this Agreement and shall continue for a period of **5 YEARS**.

Either party may, with or without cause, terminate this Agreement by notice to the other party. Such notices shall be provided in writing by the party wishing to terminate the Agreement to the other party at least 90 days prior to the designated termination date.

#### **5. STAFFING**

Ocean will provide a Recreation Director to perform those duties and services for Ocean.

#### **6. INDEMNIFICATION**

Barnegat shall indemnify, defend, and hold harmless, Ocean, its officers, employees and agents from and against any and all claims of whatsoever nature or type arising from this agreement and specifically as may arise from employees or former employees of Barnegat who are or may be affected by this agreement and the provision of services to Barnegat hereunder by Ocean. However, Barnegat shall neither indemnify nor hold harmless Ocean for actions upon which a demand or claim or assertion of liability are found to have arisen outside the course of carrying out official duties on behalf of Barnegat or which were beyond the scope of performing official duties or performed in bad faith, or which constituted actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of all reasonable fees and costs and damages, if any, in the defense of any claim by a third person. Ocean shall have the option of either requiring Ocean to tender a defense on behalf of Ocean or selecting its own counsel to defend Ocean's interest for which Barnegat will pay all reasonable fees and costs for any claims subject to indemnification hereunder.

## **7. PROFESSIONAL LIABILITY COVERAGE**

Professional Liability Coverage is through the Joint Insurance Fund for each municipality. Each municipality shall provide coverage for the services, which are specifically performed for the respective municipality.

## **8. EMERGENCY CONTINUATION**

In the event that this Agreement shall be invalidated by a court of competent jurisdiction then, at the option of Ocean, Ocean shall continue to provide the services specified herein on an interim or emergency basis for a period of ninety (90) days as permitted within an order of the court.

## **9. NOTICES**

All notices hereunder shall be in writing and sent certified mail, return receipt requested, to the Township Clerk of each municipality at the address indicated above.

## **10. DISPUTE RESOLUTION**

The parties agree that it is in the best interest of their respective taxpayers and citizens to avoid litigation if at all possible. Therefore, the parties agree to jointly mediate any and all outstanding issues pertaining to cost reimbursement or other related issues that have not been specifically provided for in this agreement

## **11. PERSONNEL DISPUTES**

Both parties agree that if any personnel issue arises involving an employee of Ocean who will perform the services for each municipality as set forth herein, the Township Administrator of Ocean and the Township Administrator of Barnegat shall meet and use their best efforts to resolve the issue amicably. Unresolved issues should be referred to Ocean for investigation as soon as possible.

## **12. AUTHORIZATION**

Each party to this Agreement represents and warrants to the other that all municipal action necessary for Barnegat and Ocean to enter into and perform all obligations required by this Agreement have been validly taken and that the undersigned are authorized to execute this Agreement.

## **13. MISCELLANEOUS**

The following provisions shall apply to this Agreement:

### **A. Construction of this Agreement**

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

### **B. Amendments**

This Agreement may not be amended, altered, or modified in any manner except in writing signed by the parties thereto.

### **C. Headings**

This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this Agreement.

### **D. Invalid Clause**

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

### **E. Entire Agreement**

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there is no side or oral Agreement relating to the undertakings as set forth.

**F. Assignability**

This Agreement and all rights, duties and obligations contained herein may not be assigned without either party's prior written permission.

**G. Waiver**

It is understood and agreed by the parties that failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

**H. No Presumption Against Drafter**

The parties acknowledge that this Agreement was reviewed by their respective Legal Counsel, and therefore, no presumption shall arise against the Drafter of this Agreement.

**IN WITNESS WHEREOF**, the appropriate elected officials of the Township of Barnegat and the Township of Ocean have placed their signatures and appropriate seals on this 3rd day of February, 2022.

ATTEST:

TOWNSHIP OF BARNEGAT

\_\_\_\_\_  
Donna Manno, RMC Municipal Clerk

\_\_\_\_\_  
Alfonso Cirulli, Mayor

ATTEST:

TOWNSHIP OF OCEAN

\_\_\_\_\_  
Diane B. Ambrosio, RMC Municipal Clerk

\_\_\_\_\_  
Christina Wetter, Mayor

## RESOLUTION 2022-86

### RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING AND APPROVING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF OCEAN, COUNTY OF OCEAN, STATE OF NEW JERSEY FOR CONSTRUCTION OFFICIAL SERVICES

**WHEREAS**, the Township Committee of the Township of Barnegat ("Barnegat") wishes to enter into a Shared Service Agreement with the Township of Ocean ("Ocean") to share services and reduce costs by working together to provide Construction Official Louis "Rico" Fischer services from the Township of Barnegat; and

**WHEREAS**, by entering into the Shared Service Agreement, Barnegat and Ocean agree that the shared use of the aforementioned services benefits each public entity equally; and

**WHEREAS**, Ocean shall compensate Barnegat for the provision of Construction Official services as defined in the Shared Services Agreement, a true copy of which is on file at the Office of the Township Clerk and can be reviewed by the public during normal business hours; and

**WHEREAS**, all contractual provisions have been negotiated in the aforementioned Shared Services Agreement; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers Ocean and Barnegat to enter into this Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, this 1<sup>st</sup> day of February, 2022 by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. The Township Committee approved the Shared Services Agreement, a true copy of which is on file at the Township Clerk's office and can be reviewed by the public during normal business hours.
2. The Township Committee authorizes and directs the Mayor and Township Clerk to execute any and all necessary documents in order to implement the intent of the Resolution.
3. A certified copy of this resolution shall be forwarded by the Township Clerk to the following:
  - a. Honorable Alfonso Cirulli, Mayor of Barnegat
  - b. New Jersey Department of Community Affairs
  - c. Honorable Ben LoParo, Mayor of Ocean Township
  - d. Martin Lisella, Barnegat Township Administrator
  - e. Christopher Dasti, Esq.

#### **CERTIFICATION**

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Committee on the 1st day of February, 2022

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Donna M. Manno, RMC  
Municipal Clerk

**Resolution of the Township of Ocean, County of Ocean, State of New Jersey,  
accepting and approving a Shared Services Agreement with the Township of  
Barnegat, County of Ocean, State of New Jersey for  
Construction Official Services**

WHEREAS, the Township Committee of the Township of Ocean ("Ocean") wishes to enter into a Shared Service Agreement with the Township of Barnegat ("Barnegat") to share services and reduce costs by working together to provide Construction Official services from the Township of Barnegat; and

WHEREAS, by entering into the Shared Service Agreement, Ocean and Barnegat agree that the shared use of the aforementioned services benefits each public entity equally; and

WHEREAS, Ocean shall compensate Barnegat for the provision of Construction Official services as defined in the Shared Services Agreement, a true copy of which is on file at the Office of the Township Clerk and can be reviewed by the public during normal business hours; and

WHEREAS, all contractual provisions have been negotiated in the aforementioned Shared Services Agreement; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers Ocean and Barnegat to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED, this 9<sup>th</sup> day of February, 2017 by the Township Committee of the Township of Ocean, County of Ocean, State of New Jersey, as follows:

1. The Township Committee approved the Shared Services Agreement, a true copy of which is on file at the Township Clerk's office and can be reviewed by the public during normal business hours.
2. The Township Committee authorizes and directs the Mayor and Township Clerk to execute any and all necessary documents in order to implement the intent of the Resolution.
3. A certified copy of this resolution shall be forwarded by the Township Clerk to the following:
  - a. Honorable Ben LoParo, Mayor
  - b. New Jersey Department of Community Affairs
  - c. Honorable Al Cirulli , Mayor of Barnegat Township

**Certification**

I, Diane B. Ambrosio, RMC Municipal Clerk of the Township of Ocean, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Committee on the 3rd day of February, 2022

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Diane B. Ambrosio, RMC, Municipal Clerk

**SHARED SERVICES AGREEMENT BY AND BETWEEN**

**THE TOWNSHIP OF BARNEGAT**

**AND**

**THE TOWNSHIP OF OCEAN**

**OCEAN COUNTY, NEW JERSEY**

**WHEREAS**, the Township of Barnegat, County of Ocean, State of New Jersey (“Barnegat”), with a business office located at 900 West Bay Avenue, Barnegat Township, New Jersey, and the Township of Ocean, County of Ocean, State of New Jersey (“Ocean”) with a business office located at 50 Railroad Avenue, Waretown, New Jersey, have undertaken discussions in order to determine what services can be exchanged and shared by and between the municipalities in order to best serve the interests of the residents and taxpayers of each municipality; and

**WHEREAS**, the discussions have led to a determination by Barnegat and Ocean that the best interests of both municipalities will be served if the municipalities take advantage of the provisions of the Shared Services and Consolidation Act, N.J.S.A. 40:65-1 *et seq.*; and

**WHEREAS**, both municipalities currently and independently provide Construction Official services and duties to the residents and taxpayers of each municipality; and

**WHEREAS**, Barnegat currently has an employee capable of supplying such services for both municipalities at a significant reduction in cost to both municipalities; and

**WHEREAS**, accordingly Barnegat and Ocean have pursued a plan for providing shared services for the position of Construction Official; and

**WHEREAS**, as such Ocean designates Barnegat as the provider for Construction Official duties and services within Ocean; and

**WHEREAS, N.J.S.A. 40:65-1, *et seq.*** specifically authorizes local government units to enter into agreements for the provision of shared services:

**NOW, THEREFORE,** in consideration of the mutual promises, agreements and other considerations made by and between the parties, Barnegat and Ocean do hereby agree as follows:

## **AGREEMENT**

### **1. DESCRIPTION OF THE PROJECT.**

Barnegat shall provide Ocean with its Construction Official services and duties.

### **2. SCOPE OF SERVICES.**

Ocean shall designate Barnegat as the provider of Construction Official services and duties within Ocean. Barnegat shall provide the duties of the Construction Official to Ocean in accordance with this Agreement.

Construction Official services Construction Official services shall, at a minimum, consist of; possessing a valid constructions Official's License issued by Department of Community Affairs, supervising staff, enforce regulations of the UCC, prepare a budget and maintain balances, assist the public in providing, preparing and reviewing applications and determine appropriate fees, issue construction permits and certificates of occupancy, record notices of violations, make court appearances, attend meetings and hearings, ensure inspections are scheduled and performed on time, coordinate activities of sub code officials, learn and utilize information systems used by agency all areas concerned with carrying out regulations of the New Jersey uniform Construction Code (UCC).

### **3. COMPENSATION.**

The work schedules of the Construction Official shall be determined by the workload of the two Townships. Ocean will reimburse Barnegat, all of the wages, taxes, healthcare and pension costs, calculated on an hourly basis, in an amount corresponding to the actual percentage of time the



Construction Official expends providing services to Ocean, as determined by Barnegat and Ocean on a quarterly basis. The scheduling and cost allocation however may be modified periodically in accordance with the provisions of N.J.S.A. 40A:65-7(a)(3).

#### **4. TERM**

This agreement shall be effective for the period commencing upon the execution date of this Agreement and shall continue for a period of 5 YEAR.

Either party may, with or without cause, terminate this Agreement by notice to the other party. Such notices shall be provided in writing by the party wishing to terminate the Agreement to the other party at least 90 days prior to the designated termination date.

#### **5. STAFFING**

Barnegat will provide a Construction Official to perform those duties and services for Ocean.

#### **6. INDEMNIFICATION**

Ocean shall indemnify, defend, and hold harmless, Barnegat, its officers, employees, and agents from and against any and all claims of whatsoever nature or type arising from this agreement and specifically as may arise from employees or former employees of Ocean who are or may be affected by this agreement and the provision of services to Ocean hereunder by Barnegat. However, Ocean shall neither indemnify nor hold harmless Barnegat for actions upon which a demand or claim or assertion of liability are found to have arisen outside the course of carrying out official duties on behalf of Ocean or which were beyond the scope of performing official duties or performed in bad faith, or which constituted actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of all reasonable fees and costs and damages, if any, in the defense of any claim by a third person. Barnegat shall have the option of either requiring Ocean to tender a defense on behalf of Barnegat or selecting its own counsel to defend

Barnegat's interest for which Ocean will pay all reasonable fees and costs for any claims subject to indemnification hereunder.

## **7. PROFESSIONAL LIABILITY COVERAGE**

Professional Liability Coverage is through the Joint Insurance Fund for each municipality. Each municipality shall provide coverage for the services, which are specifically performed for the respective municipality.

## **8. EMERGENCY CONTINUATION**

In the event that this Agreement shall be invalidated by a court of competent jurisdiction then, at the option of Ocean, Ocean shall continue to provide the services specified herein on an interim or emergency basis for a period of ninety (90) days as permitted within an order of the court.

## **9. NOTICES**

All notices hereunder shall be in writing and sent certified mail, return receipt requested, to the Township Clerk of each municipality at the address indicated above.

## **10. DISPUTE RESOLUTION**

The parties agree that it is in the best interest of their respective taxpayers and citizens to avoid litigation if at all possible. Therefore, the parties agree to jointly mediate any and all outstanding issues pertaining to cost reimbursement or other related issues that have not been specifically provided for in this agreement

## **11. PERSONNEL DISPUTES**

Both parties agree that if any personnel issue arises involving an employee of Barnegat who will perform the services for each municipality as set forth herein, the Township Administrator of Barnegat and the Township Administrator in Ocean shall meet and use their best efforts to resolve the issue amicably. Unresolved issues should be referred to Barnegat for investigation as soon as possible.

## **12. AUTHORIZATION**

Each party to this Agreement represents and warrants to the other that all municipal action necessary for Barnegat and Ocean to enter into and perform all obligations required by this Agreement have been validly taken and that the undersigned are authorized to execute this Agreement.

## **13. MISCELLANEOUS**

The following provisions shall apply to this Agreement:

### **A. Construction of this Agreement**

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

### **B. Amendments**

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties thereto.

### **C. Headings**

This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this Agreement.

### **D. Invalid Clause**

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

### **E. Entire Agreement**

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there is no side or oral Agreement relating to the undertakings as set forth.

**F. Assignability**

This Agreement and all rights, duties and obligations contained herein may not be assigned without either party's prior written permission.

**G. Waiver**

It is understood and agreed by the parties that failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

**H. No Presumption Against Drafter**

The parties acknowledge that this Agreement was reviewed by their respective Legal Counsel, and therefore, no presumption shall arise against the Drafter of this Agreement.

**IN WITNESS WHEREOF**, the appropriate elected officials of the Township of Barnegat and the Township of Ocean have placed their signatures and appropriate seals on this 3rd day of February, 2022.

ATTEST:

TOWNSHIP OF BARNEGAT

\_\_\_\_\_  
Donna Manno, Municipal Clerk

\_\_\_\_\_  
Alfonso Cirulli, Mayor

ATTEST:

TOWNSHIP OF OCEAN

\_\_\_\_\_  
Diane B. Ambrosio, Municipal Clerk

\_\_\_\_\_  
Ben LoParo, Mayor

## **RESOLUTION 2022-87**

### **RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF OCEAN FOR UNIFORM CONSTRUCTION CODE INSPECTIONS, PLUMBING SUB CODE OFFICIAL**

**WHEREAS**, the Township Committee of the Township of Barnegat believes it is in the best interest of the municipality to enter into a Shared Service Agreement with the Township of Ocean, a municipal corporation of the State of New Jersey for the provision of Uniform Construction Code Inspection Services for Plumbing Sub Code Official, Lori Konescny, License #009602.

**WHEREAS**, such Interlocal Agreement is authorizing pursuant to N.J.S.A. 40A:65-1, et seq. the New Jersey Shared Services Act and the proposed agreement is attached hereto; and

**WHEREAS**, it is the desire of each of the respective municipalities that payment of the salary to the officer or employee shall be the municipality which employs said individual at the time such services as Plumbing Sub Code Official are performed; and

**BE IT FURTHER RESOLVED** that upon approval of this Agreement, by the Township Committees of the Township of Barnegat and the Township of Ocean, this Agreement may be executed by the Mayor and Township Clerk.

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to the following:

- a. Honorable Alfonso Cirulli, Mayor Barnegat Township
- b. NJ Department of Community Affairs, Div. Codes and Standards
- c. Honorable Ben LoParo, Mayor of Ocean Township
- d. Martin Lisella, Barnegat Township Administrator
- e. Christopher Dasti, Esq.

### **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 the 1<sup>st</sup> day of February, 2022.

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Donna M. Manno, RMC  
Municipal Clerk

**SHARED SERVICES AGREEMENT BY AND BETWEEN**

**THE TOWNSHIP OF OCEAN**

**AND**

**THE TOWNSHIP OF BARNEGAT**

**OCEAN COUNTY, NEW JERSEY**

**WHEREAS**, the Township of Ocean, County of Ocean, State of New Jersey (“Ocean”) with a business office located at 50 Railroad Avenue, Waretown, New Jersey and the Township of Barnegat, County of Ocean, State of New Jersey (“Barnegat”), with a business office located at 900 West Bay Avenue, Barnegat Township, New Jersey, have undertaken discussions in order to determine what services can be exchanged and shared by and between the municipalities in order to best serve the interests of the residents and taxpayers of each municipality; and

**WHEREAS**, the discussions have led to a determination by Ocean and Barnegat that the best interests of both municipalities will be served if the municipalities take advantage of the provisions of the Shared Services and Consolidation Act, N.J.S.A. 40:65-1 *et seq.*; and

**WHEREAS**, both municipalities currently and independently provide Plumbing Sub-Code Official services and duties to the residents and taxpayers of each municipality; and

**WHEREAS**, Ocean currently has an employee capable of supplying such services for both municipalities at a significant reduction in cost to both municipalities; and

**WHEREAS**, accordingly Ocean and Barnegat have pursued a plan for providing shared services for the position of Plumbing Subcode Official; and

**WHEREAS**, as such Barnegat designates Ocean as the provider for Plumbing Subcode Official duties and services within Barnegat; and

**WHEREAS, N.J.S.A. 40:65-1, *et seq.*** specifically authorizes local government units to enter into agreements for the provision of shared services:

**NOW, THEREFORE,** in consideration of the mutual promises, agreements and other considerations made by and between the parties, Ocean and Barnegat do hereby agree as follows:

## **AGREEMENT**

### **1. DESCRIPTION OF THE PROJECT.**

Ocean shall provide Barnegat with its Plumbing Subcode Official services and duties.

### **2. SCOPE OF SERVICES.**

Barnegat shall designate Ocean as the provider of Plumbing Subcode Official services and duties within Barnegat. Ocean shall provide the duties of the Plumbing Subcode Official to Barnegat in accordance with this Agreement.

Plumbing Subcode Official services shall, at a minimum, consist of; possessing a valid Plumbing Subcode Official's License issued by Department of Community Affairs, supervising staff, enforce regulations of the UCC, prepare a budget and maintain balances, assist the public in providing, preparing and reviewing applications and determine appropriate fees, issue construction permits and certificates of occupancy, record notices of violations, make court appearances, attend meetings and hearings, ensure inspections are scheduled and performed on time, coordinate activities of sub code officials, learn and utilize information systems used by agency all areas concerned with carrying out regulations of the New Jersey uniform Construction Code (UCC).

### **3. COMPENSATION.**

The work schedules of the Plumbing Subcode Official shall be determined by the workload of the two Townships. Barnegat will reimburse Ocean, all of the wages, taxes, healthcare and pension costs, calculated on an hourly basis, in an amount corresponding to the actual percentage of time the

Construction Official expends providing services to Barnegat, as determined by Ocean and Barnegat on a quarterly basis. The scheduling and cost allocation however may be modified periodically in accordance with the provisions of N.J.S.A. 40A:65-7(a)(3).

#### **4. TERM**

This agreement shall be effective for the period commencing upon the execution date of this Agreement and shall continue for a period of 5 YEAR.

Either party may, with or without cause, terminate this Agreement by notice to the other party. Such notices shall be provided in writing by the party wishing to terminate the Agreement to the other party at least 90 days prior to the designated termination date.

#### **5. STAFFING**

Ocean will provide a Plumbing Subcode Official to perform those duties and services for Barnegat.

#### **6. INDEMNIFICATION**

Ocean shall indemnify, defend, and hold harmless, Ocean its officers, employees, and agents from and against any and all claims of whatsoever nature or type arising from this agreement and specifically as may arise from employees or former employees of Barnegat who are or may be affected by this agreement and the provision of services to Ocean hereunder by Ocean. However, Ocean shall neither indemnify nor hold harmless Barnegat for actions upon which a demand or claim or assertion of liability are found to have arisen outside the course of carrying out official duties on behalf of Barnegat or which were beyond the scope of performing official duties or performed in bad faith, or which constituted actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of all reasonable fees and costs and damages, if any, in the defense of any claim by a third person. Ocean shall have the option of either requiring



Barnegat to tender a defense on behalf of Ocean or selecting its own counsel to defend Ocean's interest for which Barnegat will pay all reasonable fees and costs for any claims subject to indemnification hereunder.

## **7. PROFESSIONAL LIABILITY COVERAGE**

Professional Liability Coverage is through the Joint Insurance Fund for each municipality. Each municipality shall provide coverage for the services, which are specifically performed for the respective municipality.

## **8. EMERGENCY CONTINUATION**

In the event that this Agreement shall be invalidated by a court of competent jurisdiction then, at the option of Barnegat, Barnegat shall continue to provide the services specified herein on an interim or emergency basis for a period of ninety (90) days as permitted within an order of the court.

## **9. NOTICES**

All notices hereunder shall be in writing and sent certified mail, return receipt requested, to the Township Clerk of each municipality at the address indicated above.

## **10. DISPUTE RESOLUTION**

The parties agree that it is in the best interest of their respective taxpayers and citizens to avoid litigation if at all possible. Therefore, the parties agree to jointly mediate any and all outstanding issues pertaining to cost reimbursement or other related issues that have not been specifically provided for in this agreement

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and the Township Administrator in Barnegat shall meet and use their best efforts to resolve the issue amicably. Unresolved issues should be referred to Ocean for investigation as soon as possible.

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**F. Assignability**

This Agreement and all rights, duties and obligations contained herein may not be assigned without either party's prior written permission.

**G. Waiver**

It is understood and agreed by the parties that failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

**H. No Presumption Against Drafter**

The parties acknowledge that this Agreement was reviewed by their respective Legal Counsel, and therefore, no presumption shall arise against the Drafter of this Agreement.

**IN WITNESS WHEREOF**, the appropriate elected officials of the Township of Barnegat and the Township of Ocean have placed their signatures and appropriate seals on this 3rd day of February, 2022.

ATTEST:

TOWNSHIP OF BARNEGAT

\_\_\_\_\_  
Donna Manno, Municipal Clerk

\_\_\_\_\_  
Alfonso Cirulli, Mayor

ATTEST:

TOWNSHIP OF OCEAN

\_\_\_\_\_  
Diane B. Ambrosio, Municipal Clerk

\_\_\_\_\_  
Ben LoParo, Mayor

## **RESOLUTION 2022-88**

### **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 February 1, 2022.

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Donna M. Manno, RMC  
Municipal Clerk