

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

**ANNUAL REORGANIZATION MEETING AGENDA
JANUARY 1, 2024, 1:00 PM**

- 1. Call to Order by Municipal Clerk, Donna Manno**

- 2. 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.

- 3. Oath of Office to newly elected official(s):**

Oath of Office administered to Alfonso Cirulli

Oath of Office administered to Joseph Marte

- 4. Roll Call of Officials:**
Committeeman Bille –
Committeeman Cirulli –
Committeeman Farmer –
Committeeman Marte –
Committeeman Pipi –

- 5. Invocation by Monsignor Ken Tuzeneu, St Mary’s Church**

- 6. Pledge of Allegiance**

- 7. Formal Action:**

Resolution 2024-1
Resolution accepting resignation of William Farmer from his position of Township Committeeman as of December 31, 2023, leaving a vacancy for his term expiring December 31, 2024.

Motion to Adopt Resolution:		Second:
Roll Call:	Committeeman Bille:	Committeeman Cirulli:
	Committeeman Marte:	Committeeman Pipi:

Resolution 2024 – 2

Resolution Nominating Mayor of Barnegat Township for the year 2024

Motion to nominate Mayor: _____ Second By: _____
_____do you accept the nomination for Mayor? _____

Motion to Adopt Resolution:

Second:

Roll Call:

Committeeman Bille:

Committeeman Cirulli:

Committeeman Marte:

Committeeman Pipi:

Oath of Office administered to Mayor

Resolution 2024 - 3

Resolution Nominating Deputy Mayor of Barnegat Township for the year 2024

Motion to nominate Deputy Mayor: _____ Second By: _____
_____do you accept the nomination for Deputy Mayor? _____

Motion to Adopt Resolution:

Second:

Roll Call:

Committeeman Bille:

Committeeman Cirulli:

Committeeman Pipi:

Mayor Marte:

Oath of Office administered to Deputy Mayor

***MAYOR TO SWEAR IN THE MEMBERS OF THE FIRST AID SQUAD
MAYOR TO SWEAR IN THE MEMBERS OF THE FIRE DEPARTMENT***

Motion to Open Public Comment:

Second:

Motion to Close Public Comment:

Second:

8. New Business:

Approval of the minutes from the December 5, 2023 meeting

Motion to adopt minutes:

Second:

Roll Call:

Committeeman Bille:

Committeeman Pipi:

Deputy Mayor Cirulli:

Mayor Marte:

Resolution 2024 - 4

Resolution adopting the 2024 Temporary Municipal Budget

Motion to adopt Resolution:

Second:

Roll Call:

Committeeman Bille:

Committeeman Pipi:

Deputy Mayor Cirulli:

Mayor Marte:

Resolution 2024 - 5

Resolution adopting the 2024 Temporary Budget for Barnegat Township Water and Sewer Utility

Motion to adopt Resolution:

Second:

Roll Call:

Committeeman Bille:

Committeeman Pipi:

Deputy Mayor Cirulli:

Mayor Marte:

Ordinance 2024 –1 (First Reading)

Amending various sections of Chapter 55 of the Township Code Entitled “Land Use”

Motion to introduce ordinance:

Second:

Roll Call:

Committeeman Bille:

Committeeman Pipi:

Deputy Mayor Cirulli:

Mayor Marte:

9. Consent Agenda:

The below listed items are considered to be routine business and will be enacted by one motion. If discussion is desired of individual items, the item will be removed from the Consent Agenda and will be considered separately.

Approval of On Premise 50/50 for Barnegat Spots Boosters LLC for March 23, 2024 and April 13, 2024

Approval to OGS Recycling LLC for clothing bins (2) bins placed at West Bay Plaza, 830 West Bay Avenue, (2) bins placed at Barnegat Food Pantry, 360A North Main Street, (3) bins placed at Gunning River Mall, 849 West Bay Avenue, and (4) bins placed at Barnegat 67, 770 Lighthouse Drive

Approval to American Recycling Technologies Inc. for clothing bins (2) to be placed at 21 S. Main Street

Approval of membership to the Barnegat First Aid to George F. Cummings III

Resolution 2024 – 6

Resolution designating Official Depositories (Banks) for the Township Calendar year 2024

Resolution 2024 - 7

Resolution authorizing execution of Corporate Resolution Forms and Signature Cards required by Depositories

Resolution 2024 - 8

Resolution approving a Cash Management Plan for 2024

Resolution 2024 -9

Resolution authorizing appropriations for Debt Service Requirements

Resolution 2024 - 10

Appointing Donna M. Manno to issue Assessment Searches for the Township of Barnegat

Resolution 2024 - 11

Appointing Crystal Brinson to issue Tax Searches for the Township of Barnegat

Resolution 2024 - 12

Appointing Fund Commissioner and Alternate Commissioner (OCJIF) for the Township of Barnegat

Resolution 2024- 13

Appointing Public Information Officer Administrator Martin Lisella

Resolution 2024 - 14

Designating Official Newspapers for the Township of Barnegat, the Beacon, the Asbury Park Press and the Press of Atlantic City

Resolution 2024 - 15

Resolution fixing rate of interest to be charged for non-payment of taxes or assessments

Resolution 2024 - 16

Resolution fixing rate of interest to be charged for non-payment of Water and Sewer Utility payments

Resolution 2024 - 17

Resolution authorizing Barnegat Township Tax Assessor to act as agent for the Township in Ocean County Tax Board issues

Resolution 2024 - 18

Resolution Establishing 2024 Meeting Dates for the Barnegat Township Committee

Resolution 2024 - 19

Establishing meeting dates for all Boards and Commissions for the year 2024

Resolution 2024 - 20

Resolution designating Township Administrator and/or Municipal Clerk to sign endorsements for various NJDEP Water and Sewer Permits

Resolution 2024 - 21

Resolution appointing various Township professionals through a Fair and Open Process for the calendar year 2024

Resolution 2024 - 22

Resolution appointing various Coordinator positions

Resolution 2024 - 23

Resolution designating Committee Liaisons for 2024

Resolution 2024 – 24

Resolution authorizing continued participation in the Sourcewell Cooperative Pricing System for 2024

Resolution 2024 - 25

Resolution designating Martin Lisella as Public Agency Compliance Officer for 2024

Resolution 2024- 26

Resolution appointing members to the American's with Disabilities Advisory Board (ADA)

Resolution 2024- 27

Resolution appointing members to the Economic Development Committee (EDC)

Resolution 2024 – 28

Resolution appointing members to the Flood Mitigation Committee

Resolution 2024 – 29

Resolution appointing members to the Municipal Wildfire Safety Council

Resolution 2024 - 30

Resolution appointing members to the Local Emergency Planning Council (LEPC)

Resolution 2024 - 31

Resolution appointing members to the Open Space Committee

Resolution 2024 - 32

Resolution appointing members to the Planning Board

Resolution 2024 – 33

Resolution appointing members to the Recreational Disability Advisory Board

Resolution 2024 – 34

Resolution appointing members to the Shade Tree Commission

Resolution 2024 - 35

Resolution appointing members to the Environmental Commission

Resolution 2024 – 36

Resolution appointing members to the Zoning Board of Adjustment

Resolution 2024 - 37

Resolution appointing individuals to non-union positions for 2024

Resolution 2024 - 38

Resolution extending a paid sick leave to Georgia Shaffery effective December 31, 2023 to January 12, 2024

Resolution 2024 - 39

Resolution authorizing separation agreement between the Township and Georgia Shaffery as of February 1, 2024

Resolution 2024-40

Resolution authorizing the execution of a 2024 Schedule “C” Agreement with the County of Ocean

Resolution 2024-41

Resolution authorizing participation in Electronic Tax Sale Program

Resolution 2024-42

Resolution authorizing Barnegat Township to participate in the Defense Logistics Agency, Law Enforcement Support 1033 Program which enables the Barnegat Police Department to request and acquire excess Department of Defense Equipment.

Resolution 2024-43

Resolution authorizing an agreement for Random Drug and Alcohol Testing Services to Dynamic Testing Service for calendar year 2024

Resolution 2024-44

Resolution appointing Individuals to Non-Union Recreation positions

Resolution 2024-45

Resolution designating the appointment of Custodian of Records in the Barnegat Police Department for the purpose of Open Public Records and Litigation Matters

Resolution 2024-46

Resolution hiring Joel Sawyer as a Certified Full Time Patrolman for the Barnegat Police Department, effective January 28, 2024

Resolution 2024-47

Resolution hiring Devon Boyle as a Certified Full Time Patrolman for the Barnegat Police Department, effective January 28, 2024

Resolution 2024-48

Resolution authorizing the Municipal Clerk to advertise for Full Time or Part Time employment as needed for the Township for the year 2024

Resolution 2024-49

Resolution authorizing the Municipal Clerk to advertise for the Purchase of Vehicles as needed for the Township for the year 2024

Resolution 2024-50

Resolution awarding a service contract to Associated Humane Societies, Inc., Popcorn Park Zoo, for 2024 Animal Control Services in an amount not to exceed \$40,000.00

Resolution 2024-51

Resolution authorizing the renewal of a Motor Vehicle Junk Dealers License to Modern Day Recycling Inc. for the year 2024

Resolution 2024-52

Resolution approving renewal of Mobile Home Operator's License to Hometown America for Brighton @ Barnegat

Resolution 2024-53

Resolution approving renewal of Mobile Home Operator's License to Pinewood Estates Associates, LLC for Pinewood Estates Mobile Home Park

Resolution 2024-54

Resolution accepting resignation of John J. Novak as the Township OEM Coordinator, leaving an unexpired term of December 31, 2025

Resolution 2024-55

Resolution appointing Jason D. Carroll as the Township OEM Coordinator, filling the unexpired term of John J. Novak of December 31, 2025

Resolution 2024-56

Resolution authorizing disposal of surplus property on as needed basis for the year 2024 through govdeals.com

Resolution 2024-57

Resolution accepting a sub-grant award of \$10,000 for the Federal Fiscal year 2023 of Emergency Management Performance grant and Emergency Management agency assistance from July 1, 2023 to June 30, 2024

Resolution 2024-58

Resolution authorizing a Tri-Party Agreement between the Township, the Ocean County Municipal Utilities Authority and Stafford Township.

Resolution 2024-59

Resolution awarding bid for the 2022 Sanitary Sewer Capital Improvement project for Heritage & 4th Street Pump Station to B&H Contracting Inc. for base bid of \$201,440.00

Resolution 2024-60

Resolution authorizing the execution of a Shared Services Agreement with the County of Ocean Police Services, Ocean County Narcotics Strike Force "NSF

Resolution 2024-61

Resolution authorizing acceptance of Change Orders #45-47 in the amount of (-)\$19,489.84 to Frankoski Construction Co. for the New Municipal Building project

Resolution 2024-62

Resolution authorizing progress Payment #31 in amount of \$208,515.58 to Frankoski Construction Co. for the New Municipal Building

Resolution 2024-63

Resolution authorizing reduction of Performance Guarantee for Site Improvements to Walters Development Company for Ocean Acres, Phase 13

Resolution 2024-64

Resolution authorizing reduction of Performance Guarantee for Sanitary Sewer Improvements to Walters Development Company for Ocean Acres, Phase 13

Resolution 2024-65

Resolution authorizing reduction of Performance Guarantee for Water Improvements to Walters Development Company for Ocean Acres, Phase 13

Resolution 2024-66

Resolution awarding contract to Del Vel Chemical, for total system solution (PEAT) for the Water & Sewer department in an amount not to exceed \$14,520.00

Resolution 2024-67

Resolution awarding contract to Miracle Chemical for Sodium Hypochlorite Solution for the Water & Sewer Department in an amount not to exceed \$27,576.00

Resolution 2024-68

Resolution awarding contract to Kroff Chemical Company for Odor Control for the 4th Street Pump Station in an amount not to exceed \$6,435.00

Resolution 2024-69

Resolution accepting a 4 year contract for White Collar (OPEIU 32) Collective Bargaining Agreement

Resolution 2024-70

Resolution authorizing an Emergency Bid Award to Epic Mechanical Inc. and Eastern Contractor Services for Emergency repairs at the Department of Public Works Building

Resolution 2024-71

Resolution authorizing a settlement Agreement between Barnegat Township, R. Wilkinson & Sons Construction, Inc. and the Goldstein Partnership/Omdex, Inc.

Motion to Adopt Consent Agenda:

Second:

Roll Call:

Committeeman Bille:

Committeeman Papi:

Deputy Mayor Cirulli:

Mayor Marte:

10. Committee Comments; Papi, Bille, Cirulli

11. Mayor's Report

12. Motion to Adjourn:

Second:

Time: _____

**Next Township Committee meeting,
February 6, 2024 @ 10:00 AM**

RESOLUTION 2024-1

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING THE RESIGNATION FROM WILLIAM FARMER AS TOWNSHIP COMMITTEEMAN

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey accepts the resignation William Farmer as Township Committeeman, leaving an unexpired term of December 31, 2024.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

From: Committeeman William Farmer

To: Donna Manno, Barnegat Township Clerk
Martin Lisella, Barnegat Township Administrator
Pasquale (Pat) Pipi, Mayor of Barnegat Township
Joseph Marte, Deputy Mayor of Barnegat Township
Alfonso Cirulli, Committeeman of Barnegat Township
Albert Bille, Committeeman of Barnegat Township

Ms. Manno/Messrs. Lisella, Pipi, Marte, Cirulli, Bille:

Please accept this correspondence as notice of my intended resignation as Committeeman from the Barnegat Township Committee, effective December 31, 2023.

It has been my great honor and privilege to serve the citizens of Barnegat Township in the capacity of Committeeman.

Regards,



William Farmer, Committeeman
Barnegat Township Committee

11-20-23
Date

RESOLUTION 2024 – 2

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY APPOINTING MAYOR OF THE TOWNSHIP OF BARNEGAT FOR CALENDAR YEAR 2024

BE IT RESOLVED by the Township of Barnegat, County of Ocean, State of New Jersey that Joseph Marte be, and is hereby appointed Mayor for the Township of Barnegat for the 2024 calendar year.

BE IT FURTHER RESOLVED that this appointment shall take effect on this January 1, 2024 and shall remain in effect until December 31, 2024.

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, on January 1, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 3

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY APPOINTING DEPUTY MAYOR OF THE TOWNSHIP OF BARNEGAT FOR CALENDAR YEAR 2024

BE IT RESOLVED by the Township of Barnegat, County of Ocean, State of New Jersey that Alfonso Cirulli be, and is hereby appointed Deputy Mayor for the Township of Barnegat for the 2024 calendar year.

BE IT ALSO RESOLVED that this appointment shall take effect on this date January 1, 2024 and shall remain in effect until December 31, 2024.

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 - 4

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
ADOPTING THE 2024 TEMPORARY BUDGET CURRENT ACCOUNT**

WHEREAS, Title 40A:4-19 provides for the making of temporary appropriations for the period of January 1, 2024 to the date of the adoption of the 2024 Current Fund Budget, and

WHEREAS, the governing body of the Township of Barnegat, in the County of Ocean, State of New Jersey desires to provide an orderly method to meet claims during the period prior to the adoption of the budget for the year 2024,

NOW, THEREFORE, BE IT RESOLVED that the following appropriations which do not exceed twenty-six and one quarter percent (26.25%) of the 2022 appropriations are hereby adopted as the 2024 Temporary Budget.

CERTIFICATION

I, Donna 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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, on January 1, 2024.

Donna Manno, RMC
Municipal Clerk

TOWNSHIP OF BARNEGAT
Temporary Budget Summary - 2024

Current Fund:

		2024
General Admin		
Admin & Exec	Salaries & Wages	\$ 45,000.00
Planning & Zoning	Salaries & Wages	33,000.00
Code Enforcement/Construction	Salaries & Wages	19,750.00
Contractual Compensation Buyback	Salaries & Wages	995,000.00
Admin & Exec	Other Expense	41,500.00
Mayor & Committee	Salaries & Wages	8,240.00
Township Clerk	Salaries & Wages	47,000.00
	Other Expense	33,000.00
Finance Administration	Salaries & Wages	58,000.00
	Other Expense	7,250.00
Information Technology/Data Processing	Salaries & Wages	34,250.00
	Other Expense	15,000.00
Audit	Other Expense	7,500.00
Tax Collection	Salaries & Wages	30,000.00
	Other Expense	15,000.00
Assessment of Taxes	Salaries & Wages	64,323.50
	Other Expense	11,250.00
Economic Development	Salaries & Wages	103.00
	Other Expense	50.00
Historical Preservation	Salaries & Wages	51.50
Legal Services	Other Expense	65,000.00
Engineering	Salaries & Wages	42,500.00
	Other Expense	27,500.00
Municipal Court	Salaries & Wages	77,250.00
	Other Expense	6,000.00
Planning Board	Other Expense	5,000.00
Zoning Board	Other Expense	2,500.00
Rent Leveling Board	Salaries & Wages	100.00
	Other Expense	100.00
Insurance	General	183,000.00
	Workers Comp	152,000.00
22% increase	Employee Health	725,000.00
	Health waivers-S&W	7,500.00
Police	Salaries & Wages	2,350,000.00
	Other Expense	100,000.00
Emergency management	Other Expense	100.00
Aid to Vol Fire Co	Other Expense	22,500.00
Supplemental Fire	Other Expense	500.00
Aid to Vol Ambulance	Other Expense	8,250.00
Occupational Safety Health	Other Expense	1,000.00
Muni Prosecutor	Other Expense	13,000.00
Public Defender (trust reserve depleted)	Other Expense	8,500.00
Streets and Roads (early stipends added)	Salaries & Wages	105,000.00
	Other Expense	64,000.00
Solid Waste-Recycling	Salaries & Wages	83,000.00
(includes contractual recycling)	Other Expense	230,000.00
(contractual Trash)	Other Expense	375,000.00
Buildings and Grounds (early stipends added)	Salaries & Wages	95,000.00
	Other Expense	36,000.00
Vehicle Maintenance (early stipends add)	Salaries & Wages	90,000.00
	Other Expense	53,500.00
Shade Tree Commission	Other Expense	500.00
Condominium Services	Other Expense	10,000.00

Environmental Srvc	Salaries & Wages	100.00
	Other Expense	100.00
Animal Control Services	Other Expense	11,250.00
Recreation Services & Prgm	Salaries & Wages	15,000.00
	Other Expense	22,500.00
Docks and Beaches	Other Expense	500.00
Celebration of Public Events	Other Expense	30,000.00
Construction Official	Salaries & Wages	230,720.00
	Other Expense	97,500.00
Electric	Other Expense	38,000.00
Street Lighting	Other Expense	120,000.00
Telephone	Other Expense	25,000.00
Gasoline	Other Expense	70,000.00
Natural Gas	Other Expense	17,500.00
Landfill Disposal	Other Expense	240,000.00
FICA	Other Expense	350,000.00
Unemployment	Other Expense	27,500.00
DCRP	Other Expense	2,500.00
Recycling Tax	Other Expense	9,000.00
Twp Ocean-UCC Inspectors	Salaries & Wages	2,575.00
Twp. of Stafford - Dispatch Services	Other Expense	102,000.00
		\$ <u>7,807,388.00</u>

RESOLUTION 2024-5

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
FOR THE ADOPTION OF THE 2024 TEMPORARY BUDGET
FOR WATER/SEWER FUND**

WHEREAS, Title 40A:4-19 provides for the making of temporary appropriations for the period of January 1, 2024 to the date of the adoption of the 2024 Water/Sewer Budget, and

WHEREAS, the governing body of the Township of Barnegat, in the County of Ocean, State of New Jersey desire to provide an orderly method to meet claims during the period prior to the adoption of the budget for the year 2024; now

THEREFORE, BE IT RESOLVED that the following appropriations which do not exceed twenty-six and one quarter percent (26.25%) of the 2022 appropriations are hereby adopted as the 2024 Temporary Budget.

CERTIFICATION

I, Donna 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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

**WATER/SEWER UTILITY
2024 TEMPORARY BUDGET**

OPERATING EXPENSES 55-500	
Salaries & Wages	540,000.00
Other Expenses	460,000.00
OCUA	565,000.00
Maintenance of Water Towers	11,500.00
CAPITAL IMPROVEMENTS 55-510	25,000.00
STATUTORY EXPENDITURES 55-540	<u>48,250.00</u>

TOTAL W/S UTILITY TEMPORARY BUDGET

\$1,649,750.00

ORDINANCE NO. 2024-1

**AN ORDINANCE OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF NEW
JERSEY AMENDING VARIOUS SECTIONS OF
CHAPTER 55 OF THE TOWNSHIP CODE
ENTITLED "LAND USE"**

NOW THEREFORE BE IT ORDAINED by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following sections of Chapter 55 of the Township Code entitled "Land Use" is hereby amended and supplemented as follows:

SECTION 1. Chapter 55-305 of the Township Code entitled "Definitions and Word Usage" is hereby amended and supplemented to add the following definition:

AUTOMOBILE FILLING STATIONS. Lands and buildings providing for the retail sale of motor vehicle fuels, lubricants and automotive accessories and convenience stores or mini marts between 1,250 and 3,000 square feet for the sales of snacks, beverages, food staples such as milk and bread, and travel accessories such as sunglasses, aspirin, etc. Filling stations may include ancillary facilities for rendering services such as lubrication, oil changing, maintenance, car washing and detailing. No repairs or painting or the storage of inoperable or unregistered vehicles shall be permitted. Additionally, no car or truck rental, parking for a fee or other activity not specifically a part of the service station use shall be permitted.

FUEL AND CONVENIENCE STORE. An automobile filling station and convenience store greater than 3,000 square feet located on the same lot and planned and operated and maintained as an integrated operation under common ownership. Typically, a retail store designed to and stocked to sell primarily fresh and pre-packaged food, beverages and other household/personal use items to the public in addition to the retail sale of fuel products, including but not limited to gasoline, diesel, and liquefied petroleum gas, but where no automotive repair or vehicle sales are undertaken. A fuel station and convenience store can operate 24 hours a day.

STAND-ALONE OR INLINE CONVENIENCE STORE. A relatively small food market between 1,250 and 3,000 square feet where prepackaged foods, magazines and newspapers, cigarettes, dairy products, and/or other similar foods and items are sold for consumption of use elsewhere, including those establishments where, as a secondary use of the premises, prepared food (e.g., meats, cheeses, salads, etc.) are sold over the counter in sandwiches or are packaged for takeout.

CONVENIENCE STORE. DELETED.

SECTION 2. Chapter 55-34.7 of the Township Code entitled “TC-CPHD Uses: Permitted, Conditional, Temporary, Accessory and Prohibited” is hereby amended and supplemented to add the following conditional use:

C. Conditional Uses. The following uses shall be permitted in the TC-CPHD Zone, subject to the issuance of a conditional use permit in accordance with the provisions of this chapter.

- (1) Unchanged.
- (2) Unchanged.
- (3) Unchanged.
- (4) Unchanged.
- (5) Stand-alone or inline convenience store.
 - (a) Unchanged.
 - (b) Unchanged.
 - (c) Unchanged.
 - (d) Unchanged.
- (6) Unchanged.
- (7) Unchanged.
- (8) Unchanged.

- (9) A fuel and convenience store subject to the following standards:
- (a) Minimum requirements shall be as follows:
- [1] Minimum area, yard and building requirements.
- [a] Lot requirements.
- [I] Lot area: one-and-a-half (1.5) acres
- [II] Lot width: one hundred (100) feet
- [III] Lot depth: one hundred seventy five (175) Feet
- [b] Principal building requirements.
- [I] Front yard setback building - measured from NJSH DTS (Desired Typical Section) Line: twenty-five (25) feet; all other streets thirty-five (35) feet
- [II] Side yard setback building: twenty (20) feet
- [III] Combined side yard setback building: forty (40) feet
- [c] Accessory building requirements.
- [I] Front yard setback canopy - measured from NJSH DTS (Desired Typical Section) Line: twenty-five (25) feet, all other streets thirty (30) feet
- [II] Side yard setback canopy: twenty (20) feet
- [III] Combined side yard setback building: thirty (30) feet
- [d] Maximum building coverage shall be thirty-five (35) percent

- [e] Maximum impervious coverage shall be eighty (80) percent
- [f] Maximum principal building height: thirty-five (35) feet
- [g] Refuse area side yard setback: five (5) feet
- [h] Refuse area rear yard setback: ten (10) feet

[2] Site design requirements.

- [a] Building setbacks shall not apply to underground storage tanks.
- [b] Detention basins and storm water management features as well as retaining walls shall be permitted in front yard areas.
- [c] At least one point of access shall be provided directly from a State Highway.
- [d] At minimum two points of ingress/egress shall be provided.
- [e] No part of any automobile filling station may be used for residential or sleeping purposes.
- [f] No junked motor vehicle or boat or part thereof or any unlicensed or unregistered motor vehicle shall be permitted on the premises of any fuel and convenience store.
- [g] The exterior display and parking of motor vehicles, trailers, boats or other similar equipment for sale purposes shall not be permitted as part of a fuel and convenience store.
- [h] No parking of vehicles shall be permitted on an unpaved area.
- [i] Lawn area shall be provided at 5 feet from the right of way or property line except ingress/egress drives.
- [j] Oversized vehicle parking shall be permitted.

[3] Signage requirements.

[a] A maximum of one (1) free-standing site identification sign per street frontage shall be permitted, subject to the following standards:

[I] The maximum height from ground level to the uppermost portion of the sign, including any posts, brackets and other supporting elements shall not exceed 18 feet.

[II] The maximum width of the sign, including any posts, brackets and other supporting elements, shall not exceed 10 feet.

[III] The maximum area of the primary sign panel shall not exceed 24 square feet, within which the maximum height of individual letters, numbers or other characters, images or logos shall not exceed four (4) feet, internally- illuminated channel letters or back-lit letters shall be permitted.

[IV] The maximum area of electronic message board for price display only shall not exceed 36 square feet, within which the maximum height of individual letters, numbers or other characters, images or logos shall not exceed three (3) feet.

[V] The maximum area of secondary sign panels shall not exceed eight (8) square feet for a total not to exceed 32 square feet, within which the maximum height of individual letters, numbers or other characters, images or logos shall not exceed one (1) foot.

[VI] No portion of such sign shall be located within ten (10) feet of any Parcel line or within any clear sight triangle.

[VII] No portion of such sign shall project or extend over sidewalks, walkways, driveway or parking areas.

[VIII] The free-standing monument identification sign may identify or advertise any of the uses contained with the fuel and convenience store definition.

[VI] The base of the free-standing monument identification sign shall be provided with an enhanced landscape buffer. Such buffer shall contain ground-level landscaping and shrubs and may include bio-retention swales or other Green Infrastructure elements, to the extent practical.

[VII] Where signage is to be relocated from an existing business immediately contiguous to the fuel and convenience store said relocated business shall be entitled to an additional 18 square foot panel on each free standing identification sign.

[b] A maximum of three (3) directional signs shall be permitted, subject to the following standards:

[I] The maximum size of the sign shall not exceed seven (7) square feet.

[II] The maximum height from ground level to uppermost portion of the sign, including any posts, brackets and other supporting elements shall not exceed three (3) feet.

[III] The maximum height of the sign shall not exceed four (4) feet.

[IV] The maximum width of the sign shall not exceed three (3) feet.

[V] The maximum height of individual letters, numbers of other characters, images or logos shall not exceed twelve (12) inches.

[VI] No portion of such sign shall be located within ten five (105) feet of any Parcel line or within any clear sight triangle.

[VII] No portion of such sign shall project or extend over sidewalks, walkways, driveways or parking areas.

[VIII] The base of the directional signs shall be provided with an enhanced landscape buffer. Such buffer shall contain ground-level landscaping.

- [c] A maximum of two (2) wall-mounted building signs shall be permitted, subject to the following standards:
- [I] The maximum size of the sign shall not exceed 70 square feet for a total not to exceed 105 square feet.
 - [II] The maximum height of the sign shall not exceed six (6) feet.
 - [III] The maximum width of the sign shall not exceed sixteen (16) feet.
 - [IV] The maximum height of individual letters, numbers or other characters, images or logos shall not exceed four (4) feet.
 - [V] No portion of such sign shall extend above or beyond the limits of the wall to which it is affixed.
- [d] A maximum of two (2) canopy-mounted signs shall be permitted, subject to the following standards:
- [I] The maximum size of the sign shall not exceed 12 square feet.
 - [II] The maximum height of the sign shall not exceed two (2) feet.
 - [III] The maximum width of the sign shall not exceed eight (8) feet.

[IV] The maximum height of individual letters, numbers or other characters, images or logos shall not exceed 18 inches.

[V] No portion of such sign shall extend above or beyond the limits of the side of the canopy to which it is affixed.

[e] A maximum of two (2) canopy spanner signs over the fuel dispensers shall be permitted, subject to the following standards:

[I] The maximum size of the sign shall not exceed forty (40) square feet.

[II] The maximum height of the sign shall not exceed two (2) feet.

[III] The maximum width of the sign shall not exceed twenty (20) feet.

[IV] The maximum height of individual letters, numbers or other characters, images or logos shall not exceed 18 inches.

[V] Spanner signs shall be non-illuminated.

[f] A maximum of two (2) air pump sign shall be permitted, subject to the following standards:

[I] The maximum size of the sign shall not exceed two (2) square feet.

[II] The maximum height of the sign shall not exceed two (2) feet.

[III] The maximum width of the sign shall not exceed three (3) feet.

[IV] The maximum height of individual letters, numbers or other characters, images or logos shall not exceed six (6) inches.

SECTION 3. “Table 1: TC-CPHD Zone Uses” (Subsection 55-34.7) is hereby amended to modify convenience store to read “stand-alone or inline convenience store” and add “Fuel and convenience store” as a conditional use.

SECTION 4. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 6. 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 **1st day of January, 2024**, and will be considered for second and final passage at a meeting of the Township Committee to be held on the **6th day of February, 2024, at 10:00AM** 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
Municipal Clerk

DASTI & STAIGER

Christopher J. Dasti
Lauren R. Staiger

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William J. Oxley
*Also admitted in NY

File No.: GL-2043

December 19, 2023

Via Email

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

**Re: Ordinance Amending Various Sections of Chapter 55 of the Township Code
Entitled "Land Use"**

Dear Donna:

Attached is an ordinance that can be placed on the agenda for introduction at the reorganization meeting. Thereafter, it can be sent to the Planning Board for review.

Kurt has already reviewed this but if he has any final changes, he can let me know and I can revise it accordingly.

Very truly yours,

s/ Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD:ll

Enc.

cc: Pasquale "Pat" Papi, Mayor-via email
Joseph Marte, Deputy Mayor-via email
Martin Lisella, Township Administrator-via email
Kurt Otto, PE, Township Engineer-via email

RESOLUTION 2024 – 6

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY
DESIGNATING OFFICIAL DEPOSITORIES (BANKS) FOR THE
TOWNSHIP CALENDAR YEAR 2024**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following is essential for the operation of the Government of Barnegat Township for the year 2024, and the following is a listing of depositories and accounts for the Township of Barnegat:

A. TD Bank:

Barnegat Township Payroll Account,
Animal Control Acct.,
Current Fund Operating Account,
Construction Code Charge Account
Water/Sewer Utility Operating Account,
Developer's Escrow Account,
Municipal Court General Account-Municipal Court Bail,
Water/Sewer Capital, General Capital Accounts,
Affordable Housing, Tax Account – Visa/Master Card,
Water/Sewer – Visa/Master Card,
Tax Collection Account, Water and Sewer Collection Account,
Trust II Acct., Special Law Enforcement Trust, Tax Title Lien Account
Flexible spending account

B. NJ Cash Management Account

C. TD Bank, Investors, Citizens Bank, Lakeland, 1st Constitution Banks: Certificate of Deposits

This resolution will take effect this 1st day of January, 2024 and shall remain in effect until December 31, 2024.

CERTIFICATION

I, Donna 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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, on January 1, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 7

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING EXECUTION OF CORPORATE RESOLUTION FORMS AND SIGNATURE CARDS REQUIRED BY DEPOSITORIES

BE IT RESOLVED that the following resolution is essential for the operation of the Government of the Township of Barnegat, County of Ocean, State of New Jersey, for the year 2024. TD Bank shall be depository for all funds of the Township of Barnegat. All disbursements from the Township accounts shall be by check only, signed by any two (2) of the following five persons authorized to sign:

Mayor – Joseph Marte

Deputy Mayor – Alfonso Cirulli

Township Administrator – Martin Lisella

Municipal Clerk – Donna Manno

Chief Financial Officer – Thomas Lombarski

BE IT FURTHER RESOLVED that the above individuals are hereby authorized and directed to execute the corporate resolution forms and signature cards required by the depositories named by the Township Committee.

CERTIFICATION

I, Donna 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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 8

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY
APPROVING A CASH MANAGEMENT PLAN FOR 2024**

WHEREAS, N.J.S.A.40A:5-14 mandates that the Governing Body of the Township of Barnegat, county of Ocean, State of New Jersey shall, by Resolution passed by a majority of the membership thereof, approve a Cash Management Plan,

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Barnegat that the attached Cash Management Plan be adopted.

CERTIFICATION

I, Donna 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 reorganization meeting held on the 1st day of January, 2024, in the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.

Donna M. Manno, RMC
Municipal Clerk

CASH MANAGEMENT PLAN OF THE TOWNSHIP OF BARNEGAT, IN THE COUNTY OF OCEAN, NEW JERSEY

1. STATEMENT OF PURPOSE

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A.40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Township of Barnegat, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits, if permitted, or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety and preservation of the principal value, the liquidity (regarding its availability for the intended purposes) and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

2. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Township of Barnegat:

Current Fund
General Capital Fund
Water/Sewer Utility Operating Funds
Water/Sewer Utility Capital Fund
Trust Funds
Payroll Funds
Grant Funds

3. DESIGNATION OF OFFICIALS OF THE TOWNSHIP OF BARNEGAT AUTHORIZED TO MAKE DEPOSITS AND/OR INVESTMENTS UNDER THE PLAN:

Chief Financial Officer
Municipal Court Administrator
Tax Collector

4. DESIGNATION OF DEPOSITORIES

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any Certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in the Plan:

TD Bank
Lincoln Financial
State of New Jersey Cash Management fund
Investors/Citizens Bank
Fulton Leasing Company
1st Constitution Bank
Lakeland Bank

5. AUTHORIZED INVESTMENTS

- A. Except as otherwise specifically provided for herein, the Designated Officials are hereby authorized to invest public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:
- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
 - (2) Government money market mutual funds or Certificate of Deposits
 - (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of Purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
 - (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
 - (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
 - (6) Local Government Investment Pools;
 - (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90,4) or
 - (8) Agreements for the repurchase of fully collateralized securities if:
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - (b) the custody of collateral is transferred to a third party;
 - (c) the maturity of the agreement is not more than 30 days;
 - (d) the underlying securities are purchased through a public depository defined in section 1 of P.L. 1970, c.236 (C.17:9-41); and,
 - (e) a master repurchase agreement providing for the custody and security of collateral is executed

For purposes of the above language, the terms “government money market mutual fund” and “local government investment pool” shall have the following definitions:

Government Money Market Mutual Fund. An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the “Investment Company Act of 1940”, 15 U.S.C. sec.90a-1 et seq., and operated in accordance with 17 C.F.R.sec. 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and

repurchase agreements that are collateralized by such U.S. Government securities; and

- (c) which has:
 - (i) attained the highest ranking of the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "investment Advisors Act of 1950" 15 U.S.C. sec. 80b-1 et seq. with experience investing in U.S. Government securities for at least the most recent past 60 months with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec.270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (c) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act., P.L. 1968, c.410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of investments;
- (e) which does not permit investments in instruments that: are subject to high price Volatility which changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management fund, or through the use of a national or state bank, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S> Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

- B. Notwithstanding the above authorization, the monies on hand in the following funds and accounts shall be further limited as to maturities, specific investments or otherwise as follows:

Grant Funds

5. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Township of Barnegat, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of Barnegat Township to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a “delivery versus payment” method to insure that such Permitted Investments are either received by the Township of Barnegat or by a third party custodian prior to or upon the release of the Township of Barnegat’s funds.

6. REPORTING REQUIREMENTS

- A. The Chief Financial Officer of the Township of Barnegat shall maintain a schedule of all deposits and investments made on a monthly basis.
- B. When an investment is purchased or sold, the Finance Officer shall report to the Governing Body the type, value, term and earned income of the investment.
- C. All other information which may be deemed reasonable from time to time by the governing body of the Township of Barnegat.

7. TERM OF PLAN

This plan shall be in effect from January 1, 2024 to December 31, 2024. Attached to this Plan is a Resolution of the governing body of the Township of Barnegat approving this plan for such a period of time. This Plan may be amended from time to time.

RESOLUTION 2024 – 9

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY PURSUANT TO N.J.S.A. 40A:4-19 TO
APPROPRIATE IN THE 2024 TEMPORARY BUDGET THE PERMANENT
DEBT SERVICE REQUIREMENTS**

WHEREAS, N.J.S.A. 40A:4-19 provides authority for appropriating in a temporary budget the permanent debt service requirements for the coming fiscal year providing that each resolution is not made earlier than December 20th of the year preceding the beginning of the fiscal year, and

WHEREAS, the date of this resolution is subsequent to December 20, 2023, and

WHEREAS, principal and interest will be due on various dates from January 1, 2024 through September 30, 2024, inclusive, on sundry bonds issued and outstanding,

NOW THEREFORE BE IT RESOLVED that the following appropriations be made to cover the period from January 1, 2024 to September 30, 2024 inclusive:

CURRENT FUND – DEBT SERVICE

Bond Principal	\$	1,240,000.00
Interest	\$	92,500.00
Note Principal	\$	400,000.00
Note Interest	\$	528,750.00

WATER & SEWER- DEBT SERVICE

Bond Principal	\$	171,000.00
Bond Interest	\$	24,250.00
NJEIT Loan Interest	\$	3,285.00
NJEIT Loans Principal	\$	18,800.00
USDA Loan Interest	\$	74,000.00
USDA Loan Principal	\$	57,000.00
Note Interest	\$	1.00

CERTIFICATION

I, Donna Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at the meeting held, in the Municipal Complex, 900 West Bay Avenue, Barnegat NJ on the 1st day of January 2024.

Donna M. Manno, RMC,
Municipal Clerk

RESOLUTION 2024 – 10

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY DESIGNATING INDIVIDUAL AUTHORIZED TO CERTIFY AS TO THE LIABILITY FOR ASSESSMENT FOR MUNICIPAL IMPROVEMENTS FOR CALENDAR YEAR 2024

WHEREAS, the following listed duties are essential to the governmental operations for the Township of Barnegat, County of Ocean, State of New Jersey for the year 2024, now

THEREFORE, BE IT RESOLVED that Donna M. Manno is hereby appointed as the person so designated to issue "Certificate as to the Liability for Assessment for Municipal Improvements" for the Township of Barnegat, County of Ocean, State of New Jersey in accordance with Chapter 269 Supplement to R.S. 54-4:11.

BE IT FURTHER RESOLVED that this appointment shall take effect this day of January 1, 2024 and shall remain in effect until December 31, 2024.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024– 11

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, DESIGNATING AN INDIVIDUAL AUTHORIZED TO ISSUE TAX SEARCHES FOR THE TOWNSHIP FOR CALENDAR YEAR 2024

WHEREAS, the following listed duties are essential to the Governmental operations for the Township of Barnegat, County of Ocean, State of New Jersey for the year 2024; now

THEREFORE BE IT RESOLVED that Crystal Brinson, CTC is hereby appointed as the person designated to issue Tax Searches for the Township of Barnegat, in the County of Ocean, State of New Jersey, in accordance with N.J.S.A 54:5-3: as amended

BE IT FURTHER RESOLVED that this appointment shall take effect the first day of January, 2024 and shall remain in effect until December 31, 2024.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 12

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING A FUND COMMISSIONER AND ALTERNATE FUND COMMISSIONER TO THE OCEAN COUNTY MUNICIPAL JOINT INSURANCE FUND AND EXCESS FUND FOR CALENDAR YEAR 2024

BE IT RESOLVED, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that Martin Lisella is hereby appointed Fund Commissioner, and Thomas Lombarski is appointed Alternate Commissioner for Barnegat Township, for the Municipal Joint Insurance Fund and Excess Fund, effective January 1, 2024, and shall remain in effect until December 31, 2024.

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 13

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE
OF NEW JERSEY, DESIGNATING THE TOWNSHIP PUBLIC INFORMATION
OFFICER FOR CALENDAR YEAR 2024**

BE IT RESOLVED, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, that Martin Lisella is hereby appointed Public Information Officer for the Township of Barnegat for the year 2024.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 14

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY, DESIGNATING OFFICIAL NEWSPAPERS FOR
THE TOWNSHIP FOR CALENDAR YEAR 2024**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, that the following resolution is essential for the operation of the Government of the Township of Barnegat.

The Beacon, the Asbury Park Press and the Press of Atlantic City are hereby adopted as the Official Newspapers of the Township of Barnegat for the year 2024.

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 - 15

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ESTABLISHING AND FIXING RATE OF INTEREST TO BE CHARGED FOR NON-PAYMENT OF TAXES OR ASSESSMENTS FOR CALENDAR YEAR 2024

WHEREAS, N.J.S.A. 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for non-payment of taxes or assessments subject to any abatement or discount for the late payment of taxes as provided by law; and

WHEREAS, N.J.S.A. 54: 4-67 has been amended to permit the fixing of said rate of 8% per annum on the first \$1,500 of the delinquency and 18% per annum on any amount in excess of \$1,500, and allows an additional penalty of 6% be collected against a delinquency in excess of \$10,000 on properties that fail to pay the delinquency prior to the end of the calendar year; now

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

1. The Tax Collector is hereby authorized and directed to charge 8% per annum on the first \$1,500. of taxes becoming delinquent after due date and 18% per annum on any amount of taxes in excess of \$1,500 becoming delinquent after due date and if a delinquency is in excess of \$10,000 and remains in arrears beyond December 31st, an additional penalty of 6% shall be charged against the delinquency.
2. Effective January 1, 2024 there will be a ten (10) day grace period of quarterly tax payments made by cash, check or Money Order.
3. Any payments not made in accordance with paragraph two of this resolution shall be charged interest from the due date as set forth in paragraph one of the resolution.
4. A certified copy of the resolution shall be provided by the Municipal Clerk to the Tax Collector, Township Attorney, and Township Auditor for the Township of 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 Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 - 16

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ESTABLISHING AND FIXING RATE OF INTEREST TO BE CHARGED FOR NON-PAYMENT OF WATER AND/OR SEWER PAYMENTS FOR CALENDAR YEAR 2024

WHEREAS, N.J.S.A. 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for non-payment of Water and Sewer payments subject to any abatement or discount for the late payment of taxes as provided by law; and

WHEREAS, N.J.S.A. 54:4-67 has been amended to permit the fixing of said rate of 8% per annum on the first \$1,500 of the delinquency and 18% per annum on any amount in excess of \$1,500, and allows an additional penalty of 6% be collected against a delinquency in excess of \$10,000 on properties that fail to pay the delinquency prior to the end of the calendar year; now

THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, state of New Jersey as follows:

1. The Tax Collector is hereby authorized and directed to charge 8% per annum on the first \$1,500 of taxes becoming delinquent after due date and 18% per annum on any amount of taxes in excess of \$1,500 becoming delinquent after due date and if a delinquency is in excess of \$10,000 and remains in arrears beyond December 31st, an additional penalty of 6% shall be charged against the delinquency.
2. Effective January 1, 2024 there will be a ten (10) day grace period of quarterly Water and Sewer payments made by cash, check or money order.
3. Any payments not made in accordance with paragraph two of this resolution shall be charged interest from the due date as set forth in paragraph one of the resolution.
4. A certified copy of the resolution shall be provided by the Township Clerk to the Tax Collector, Township Attorney, and Township Auditor for the Township of 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 Township Committee at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 - 17

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING TAX ASSESSOR TO EXECUTE STIPULATIONS OF SETTLEMENT OF TAX APPEALS FOR THE CALENDAR YEAR 2024

WHEREAS, from time to time the Tax Assessor discovers an error in calculation, transposing, measurement, or typographical errors, in the tax assessments on the Tax List after the list has been filed with the County Board of Taxation or the tax year or a property becomes subject to a roll-back assessment; and

WHEREAS, the governing body of the Taxing District of Barnegat Township is desirous that every taxpayer pays their fair share of taxes, and

WHEREAS, if the above discovered errors are not corrected or a roll-back assessment not applied, the taxpayers affected would not be paying their fair share of taxes, and

WHEREAS, the method of correcting such errors is to file a Petition of Appeal of Complaint with the Ocean County Board of Taxation, now

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Tax Assessor or the Township Attorney is hereby authorized to act as the Agent for the Taxing District and file a Petition of Appeal or Appeals for the year 2024 with the Ocean County Board of Taxation, to correct such assessments to the proper value and that a copy of any Petition of Appeal with the Ocean County Board of Taxation under this Resolution is to be filed with the Township Clerk and the Tax Assessor is hereby authorized to execute stipulations of settlement on any Tax Appeal or Complaint filed by the Taxing District or by a taxpayer in the tax year 2024 and that a certified copy of this resolution be forwarded to the Ocean County Board of Taxation.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-18

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN STATE OF NEW JERSEY ESTABLISHING MEETING DATES OF THE GOVERNING BODY FOR THE CALENDAR YEAR 2024

BE IT RESOLVED by the Township of Barnegat, County of Ocean, State of New Jersey that the Barnegat Township Committee will meet the first Tuesday of each month during the year 2024, the following dates and times are hereby established:

February	6	10:00 A.M.
March	5	6:30 P.M.
April	2	10:00 A.M.
May	7	6:30 P.M.
June	6	10:00 A.M.
(First Thursday due to Primary Election Day)		
July	2	6:30 P.M.
August	6	10:00 A.M.
September	3	6:30 P.M.
October	1	10:00 A.M.
November	7	6:30 P.M.
(First Thursday due to General Election Day)		
December	3	10:00 A.M.

BE IT FURTHER RESOLVED that the meetings shall be held at the Barnegat Township Municipal Complex, 900 West Bay Avenue, Barnegat, and shall commence at the times stated above. During the meeting the governing body may adopt a resolution to retire into closed session for the purpose of discussing qualified exemptions from the Open Public Meetings Act. The Township Committee, immediately following closed session will resume with the general business of the meeting and formal action, if any, may then be taken.

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 - 19

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN STATE OF NEW JERSEY ESTABLISHING MEETING SCHEDULES FOR VARIOUS TOWNSHIP BOARDS, COMMITTEES AND COMMISSIONS FOR CALENDAR YEAR 2024

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following schedule for the year 2024, is for all Boards and Commissions for the Township of Barnegat. All meetings will take place in the Municipal Complex, 900 West Bay Avenue, except as noted:

ADA Advisory Board: TBD

Economic Development Commission: Quarterly Fourth Thursday: Feb., May, Aug. & Nov. at 7:30PM

Environmental Commission: Quarterly, 1st Thurs-Feb, May, Aug, Nov at 7:00PM

Flood Mitigation Committee: TBD

Historic Preservation Commission: First Saturday 10:00A.M. – Cox House

Local Emergency Planning Council (LEPC): TBD

Municipal Wildfire Safety Council: Quarterly Second Thursday; Feb., May, Aug. & Nov. at 1:00PM

Open Space Advisory Committee: TBD

Planning Board: Fourth Tuesday 6:30PM

Recreation Disability Advisory Board: Quarterly First Wednesday, Feb., May, Aug. & Nov. at 7:30PM –

Senior Advisory Board: TBD

Shade Tree Commission: Quarterly 4th Thurs-March, June, Sept. Dec. 1:30PM

Zoning Board of Adjustment: Second Monday 7:00PM

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024– 20

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE TOWNSHIP ADMINISTRATOR AND/OR MUNICIPAL
CLERK TO EXECUTE VARIOUS NJ DEP DOCUMENTS FOR
THE 2024 CLENDAR YEAR**

WHEREAS, the New Jersey Department of Environmental Protection's Division of Water Resources has promulgated regulations for its Sewer Extension Permit Program, in 1984, and

WHEREAS, under these regulations governmental bodies must give various endorsements and approvals, and

WHEREAS, the authorization for the governmental employee signing these various forms must be included with the submission to the NJDEP, and

WHEREAS, the Township of Barnegat is required to provide endorsements and approvals,

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

1. The Township Administrator and/or the Municipal Clerk are hereby authorized to sign all necessary endorsements, approvals, etc. on behalf of the Township in connection with the NJDEP's Division of Water Resources and Sewer Extension Permit Programs.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 21

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING VARIOUS TOWNSHIP PROFESSIONALS THROUGH A FAIR AND OPEN PROCESS FOR THE CALENDAR YEAR 2024

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, since the maximum amount of this contract is undetermined, the Township Chief Financial Officer has certified that funds are available for this purpose in an appropriation in the 2024 Temporary Budget,

WHEREAS, the Township has determined there exist a need for the following Professional Services for the year 2024, 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 services:

Township & Affordable Housing Attorney –

Christopher Dasti, Esq., and firm, 310 Lacey Rd, P.O. Box 779, Forked River, NJ 08731

Township Water/Sewer Attorney

Christopher Dasti, Esq., and firm, 310 Lacey Rd, P.O. Box 779, Forked River, NJ 08731

Labor Counsel & Human Resources Director –

Susan McCabe Law Offices, 24 Carriage Way, Barnegat, NJ 08005

Conflict Labor Counsel, Conflict Township Attorney –

Christopher Dasti, Esq., and firm, 310 Lacey Rd, P.O. Box 779, Forked River, NJ 08731
Susan McCabe Law Offices, 24 Carriage Way, Barnegat, NJ 08005

Township Planner

T & M Associates, 1144 Hooper Avenue, Suite 202, Toms River, NJ 08753

Auditor for Township & Water/Sewer Utility –

Jerry Conaty and the firm of Holman Frenia Allison P.C., 680 Hooper Avenue, Bldg. B Suite 201, Toms River, NJ 08753

Affordable Housing Administrative Agent

CME Associates, LLC, 849 W. Bay Avenue, Suite 7, Barnegat, NJ 08005

Animal Control

Popcorn Park Zoo, 1 Humane Way, Forked River, NJ 08731

Bond Counsel –

Dilworth Paxon LLP, 4 Paragon Way, Suite 400, Freehold NJ 07728

Township Appraiser –

Henry J Mancini and Associates, Inc., 691 Mill Creek Rd, Unit 11, Manahawkin, NJ 08050

Township Grant Writer

Bruno Associates Inc., 1373 Broad Street, Suite 203B, Clifton NJ 07013

Municipal Prosecutor –

Martin J. Buckley, Esq., Timothy J. McNichols, Esq., Kelsey McGuckin-Anthony, Esq. Patrick Varga, Esq. of the firm of Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors, 620 W Lacey Rd, Forked River, NJ 08731

Conflict Prosecutor

Bonnie Peterson, Esq. PO Box J, Seaside Park, NJ 08752

Public Defender –

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

Conflict Public Defender –

Gregory Hock of D'Arcy Johnson Day, 204 Court House Lane, Toms River, NJ 08754

Financial Advisor –

Phoenix Advisors, 625 Farnsworth Ave, Bordentown, NJ 08505

Tax Map Maintenance –

Remington & Vernick Engineers, and Affiliates, 9 Allen Street, Toms River, NJ 08753

Storm Water GIS Mapping –

Remington & Vernick Engineers, and Affiliates, 9 Allen Street, Toms River, NJ 08753

Water & Sanitary Sewer GIS Mapping-

Van Cleef Engineering Associates LLC, 1705 NJ-37 E, Toms River, NJ 08753

Township – W/S Utility Engineering Pool

Alaimo Group, Mount Holly, NJ
CME Associates, Barnegat NJ
Colliers Engineering and Design, Red Bank, NJ
Morgan Engineering & Survey, Toms River, NJ
Owen, Little and Associates, Beachwood, NJ
Remington and Vernick Engineers, Toms River, NJ
T&M Associates, Toms River, NJ
Van Cleef Engineering, Toms River, NJ

Township Landscape Architect

Taylor Design Group Inc., 131 Hartford Road, Mount Laurel, NJ 08054

2. Appointments shall begin on January 1, 2024 and end on December 31, 2024. 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 of said Township at their reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk



Barnegat Township Engineering Office

900 West Bay Avenue, Barnegat, New Jersey 08005
Tel 609.698.0080 ext 148
www.barnegat.net

December 14, 2023

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

Attention: Donna Manno, Clerk

Re: Review of Township and Water/Sewer Utility Engineering Pool Responses

Dear Mayor & Township Committee:

At the October 3, 2023 Township Committee meeting, the Township authorized the advertisement for request for proposals for "Township and Water/Sewer Utility Engineering Pool". Proposals were due November 17, 2023. A total of 8 firms responded with submissions. The responding firms were:

- Alaimo Group, Mount Holly, NJ
 - CME Associates, Barnegat, NJ
 - Colliers Engineering and Design, Red Bank, NJ
 - Morgan Engineering & Survey, Toms River, NJ
 - Owen, Little and Associates, Beachwood, NJ
 - Remington and Vernick Engineers, Toms River, NJ
 - T&M Associates, Toms River, NJ
 - Van Cleef Engineering, Toms River, NJ
- Upon review, all submittals were deemed administratively complete and met the submission requirements of the RFP.

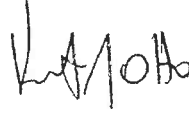
Based upon my review, I recommend the following firms be approved for the 2024 Township of Barnegat Engineering pool, for Township and Water/Sewer Utility Engineer.

- Alaimo Group, Mount Holly, NJ
- CME Associates, Barnegat, NJ
- Colliers Engineering and Design, Red Bank, NJ
- Morgan Engineering & Survey, Toms River, NJ
- Owen, Little and Associates, Beachwood, NJ
- Remington and Vernick Engineers, Toms River, NJ
- T&M Associates, Toms River, NJ
- Van Cleef Engineering, Toms River, NJ

By copy of this letter, I am requesting Township Clerk, Ms. Donna Manno, to prepare the necessary approving resolution for same, to be placed on the January 1, 2024 Township Committee meeting agenda.

If I can be of further assistance, please contact my office.

Very Truly Yours

A handwritten signature in black ink, appearing to read "KJ Otto". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

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

KO/ko

cc: Martin Lisella, Administrator
Christopher Dasti, Esq., Township Attorney
Roger Budd – Township Water/Sewer



Barnegat Township Engineering Office

900 West Bay Avenue, Barnegat, New Jersey 08005

Tel 609.698.0080 ext 148

www.barnegat.net

December 14, 2023

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

Attention: Donna Manno, Clerk

Re: Review of Township Engineering Pool Responses; Water & Sanitary Sewer GIS Mapping

Dear Mayor & Township Committee:

At the October 3, 2023 Township Committee meeting, the Township authorized the advertisement for request for proposals for "Water & Sanitary Sewer GIS Mapping". Proposals were due November 17, 2023. A total of 3 firms responded with submissions. The responding firms were:

- CME Associates, Barnegat, NJ
 - Remington and Vernick Engineers, Toms River, NJ
 - Van Cleef Engineering, Toms River, NJ
- Upon review, all submittals were deemed administratively complete and met the submission requirements of the RFP.

Based upon my review, I recommend Van Cleef Engineering be approved for the 2024 Township of Barnegat Water and Sanitary Sewer GIS Mapping.

By copy of this letter, I am requesting Township Clerk, Ms. Donna Manno, to prepare the necessary approving resolution for same, to be placed on the January 1, 2024 Township Committee meeting agenda.

If I can be of further assistance, please contact my office.

Very Truly Yours

A handwritten signature in black ink, appearing to read 'Kurt J. Otto'.

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

KO/ko

cc: Martin Lisella, Administrator
Christopher Dasti, Esq., Township Attorney
Roger Budd – Township Water/Sewer



Barnegat Township Engineering Office

900 West Bay Avenue, Barnegat, New Jersey 08005

Tel 609.698.0080 ext 148

www.barnegat.net

December 14, 2023

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

Attention: Donna Manno, Clerk

Re: Review of Township Engineering Pool Responses; Storm Water GIS Mapping

Dear Mayor & Township Committee:

At the October 3, 2023 Township Committee meeting, the Township authorized the advertisement for request for proposals for "Storm Water GIS Mapping". Proposals were due November 17, 2023. A total of 3 firms responded with submissions. The responding firms were:

- CME Associates, Barnegat, NJ
 - Remington and Vernick Engineers, Toms River, NJ
 - Van Cleef Engineering, Toms River, NJ
- Upon review, all submittals were deemed administratively complete and met the submission requirements of the RFP.

Based upon my review, I recommend Remington and Vernick Engineers be approved for the 2024 Township of Barnegat Storm Water GIS Mapping.

By copy of this letter, I am requesting Township Clerk, Ms. Donna Manno, to prepare the necessary approving resolution for same, to be placed on the January 1, 2024 Township Committee meeting agenda.

If I can be of further assistance, please contact my office.

Very Truly Yours

A handwritten signature in black ink, appearing to read "K. J. Otto".

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

KO/ko

cc: Martin Lisella, Administrator
Christopher Dasti, Esq., Township Attorney
Roger Budd – Township Water/Sewer

RESOLUTION 2024 – 22

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING VARIOUS COORDINATORS

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed for a one-year term with compensation specified as follows:

Safety Coordinator, Roger Budd, \$6,500.00 Annually

Stormwater Management Coordinator, Roger Budd, \$6,500.00 Annually

Tax Search Officer, Crystal Brinson, \$6,500.00 Annually

Municipal Court Security/On-Call, Lauren Romano, \$6,500.00 Annually

Affordable Housing Liaison, Stacey Cole, \$6,500.00 Annually

Recycling Coordinator, Michael Ball, \$6,500.00 Annually
(Superintendent of Public Works)

Pesticide/Herbicide Coordinator, Michael Ball, \$6,500.00 Annually
(Superintendent of Public Works)

Floodplain Manager, Louis (Rico) Fisher, \$6,500.00 Annually
(Construction Code Official)

ADA Project Coordinator, Roger Budd, \$6,500.00 Annually
(W/S Utilities Manager)

Dockmaster, Scott Docherty, \$5,000.00 Annually

COAH Fee Assessor, Kristen Peel, \$6,500.00

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 - 23

RESOLUTION OF THE TOWNSHIP OF BARNEGAT COUNTY OF OCEAN, STATE OF NEW JERSEY APPOINTING TOWNSHIP COMMITTEE LIAISONS FOR THE CALENDAR YEAR 2024

WHEREAS, the Township of Barnegat operates under the Township Committee form of government, and

WHEREAS, it is the desire of the Township Committee to assign governing body members to certain township departments and functions to provide global oversight to ensure effective and efficient management of township operations, and

WHEREAS, Township Committee members are also assigned to various volunteer committees and boards and act as a governing body liaison to that board, and

THEREFORE BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that it elects to organize itself into the following subcommittees, represented by two Committee Members and an Alternate member, who will be responsible to the Committee to act as a liaison for the whole Committee to provide oversight, policy and planning for their respective Subcommittee for the year 2024:

ADMINISTRATION:

Township Administrator, Township Clerk, Tax/Utility Collector, Tax Assessor, Construction and Code Enforcement, Engineering and Legal

Chairperson: Al Cirulli
Co-Chairperson: Al Bille
Alternate: Joseph Marte

BUDGET/FINANCE:

Finance Office, Municipal Budget and Purchasing

Chairperson: Al Cirulli
Co-Chairperson: Pat Pipi
Alternate: Al Bille

MUNICIPAL LAND USE:

Areas: Planning Board, Zoning Board, Rent Leveling, Environmental Commission, Historic Preservation, Master Plan, Open Space, Flood Mitigation Plan

Chairperson: Al Bille
Co-Chairperson: Joe Marte

PUBLIC SAFETY:

Police, Fire, First Aid, Emergency Management, Municipal Court, MWSC

Chairperson: Joe Marte
Co-Chairperson: Al Cirulli
Alternate: Pat Pipi

PUBLIC WORKS:

Roads and drainage, facilities and property maintenance, fleet management, solid waste and recycling, dock and beach maintenance, mosquito spraying, stormwater management and snow operations

Chairperson: Pat Pipi
Co-Chairperson: Al Cirulli
Alternate: Al Bille

RECREATION:

Areas: Recreation Programs, Holiday Celebrations, Municipal Dock and Beach, and Disability Recreation

Chairperson: Al Bille
Co-Chairperson: Pat Pipi

PUBLIC UTILITIES:

Municipal water and sewer service, electrical power, cable TV, natural gas

Chairperson: Al Bille
Co-Chairperson: Joe Marte

LIAISON TO SUMMER CONCERT SERIES: Al Bille

LIAISON TO SCHOOL BOARD: Al Cirulli

MAYOR'S DESIGNEE TO SENIOR ADVISORY BOARD: Al Bille, Pat Pipi

LIAISON TO SHADE TREE COMMISSION: Joe Marte, Al Bille

LIAISON TO FOOD BANK: Al Bille

LIAISON TO HISTORIC PRESERVATION COMMITTEE:, Pat Pipi

LIAISON FOR PUBLIC RELATIONS: Al Bille

EX-OFFICIO TO ECONOMIC DEVELOPMENT COMMISSION: Al Cirulli

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024- 24

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING CONTINUED MEMBER PARTICIPATION WITH SOURCEWELL A COOPERATIVE PRICING SYSTEM FOR CALENDAR YEAR 2024 (formerly THE NATIONAL JOINT POWERS ALLIANCE (NJPA))

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units to; purchase goods, or to contract for services through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available; and

WHEREAS, Sourcewell a Cooperative Pricing System, hereafter referred to as “Sourcewell”, has offered voluntary participation in the national cooperative purchasing agreement for the purchase of goods and services; and

WHEREAS, it is the desire of the Township of Barnegat to join the Sourcewell Cooperative Purchasing System to purchase goods and or contract for services, to make the procurement process more efficient and to provide cost savings to the Township.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Barnegat, County of Ocean State of New Jersey as follows:

1. That the governing body of the Township of Barnegat hereby authorizes the Mayor and Municipal Clerk to enter into a member participation agreement and to continue participation in the Sourcewell Cooperative Pricing System for Calendar Year 2024, Contract ID #31466.
2. The Township shall be responsible to ensure that the goods and or services procured through the Sourcewell Cooperative Purchasing System comply with all applicable laws of the State of New Jersey, Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.
3. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:
 - a. Mayor;
 - b. Township Administrator;
 - c. Township Attorney;
 - d. Sourcewell;
 - e. Superintendent of Public Works
 - f. Barnegat Township QPA
 - g. Chief Financial Officer;

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 25

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN STATE OF
NEW JERSEY APPOINTING PUBLIC AGENCY COMPLIANCE OFFICER**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Martin Lisella, Township Administrator is hereby designated as the Public Agency Compliance Officer for the Township of Barnegat, for the year 2024.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 - 26

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY, APPOINTING MEMBERS TO THE TOWNSHIP
ADA ADVISORY BOARD**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed to the Americans with Disability Act (ADA) Advisory Board for the 2024 year:

Richard Tallman
Joseph Talluto

All terms expire 12/31/2024

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 27

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY, APPOINTING MEMBERS TO THE
ECONOMIC DEVELOPMENT COMMITTEE**

BE IT RESOLVED by the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed to the Economic Development Committee (EDC):

Lori Pepenella	5 year term to expire 12/31/26
Sal Velez	5 year term to expire 12/31/26
Alfonso Cirulli	Ex-Officio Member (Committee) 1 year term to expire 12/31/24

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 28

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
APPOINTING MEMBERS TO THE FLOOD MITIGATION COMMITTEE**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed to the Flood Mitigation Committee:

Planning Board Chairman or Designee
Zoning Board of Adjustment Chairman or Designee
Environmental Commission Chairman
Economic Development Committee Chairman
Chamber of Commerce Chairman
Mayor
Township Committee Liaison
Emergency Management Coordinator

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 - 29

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY APPOINTING MEMBERS TO THE MUNICIPAL WILDFIRE SAFETY COUNCIL

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed to the Municipal Wildfire Safety Council:

Committee Liaison Alfonso Cirulli	1 year term to expire 12/31/24
Class "B" Member Jeffrey Ryan	2 year term to expire 12/31/24 OEM Member (Deputy)
Resident Fire Prone Community Frank Perry – Horizons	3 year un-expired term to expire 12/31/25 (Reid)
Resident Fire Prone Community Robert Beyea – Paramount Escapes	3 year n-expired term to expire 12/31/25 (Petrillo)

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 30

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY APPOINTING MEMBERS TO THE LOCAL EMERGENCY PLANNING COUNCIL (LEPC)

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed to the Local Emergency Planning Council for the year 2024:

Mayor
Township Administrator
Emergency Management Coordinator
Chief of Police
Fire Chief
Assistant Fire Chief
First Aid Captain
Postmaster (Officer in Charge)
Superintendent of Schools
Superintendent of Public Works
Representative of Senior Advisory Council
Director of Water & Sewer Dept.
Chamber of Commerce President
Township Committee Member (liaison)
Construction Code Official

BE IT FURTHER RESOLVED that the Local Emergency Planning Council will meet in the Municipal Complex two (2) times during the current year at a date and time to be determined.

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 31

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING MEMBERS TO THE OPEN SPACE COMMITTEE

THEREFORE BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the membership of the “Open Space Advisory Committee” was established to be a nine member panel per Resolution 2005-53 to include the following memberships: Mayor, Township Committee Liaison to the Land Use Board, Chairman of the Zoning Board of Adjustments/or designee, Chairman of Planning Board/or designee, Chairman of Environmental Commission/or designee, Chairman of Recreation Commission/or designee and a Resident of the Township of Barnegat:

Mayor:

Land Use Board Liaison:

Zoning Board member/designee:

Planning Board member/designee:

Environmental Commission/designee:

Shade Tree Commission/designee:

Township Administrator/designee:

Recreation Commission/designee:

Township Resident:

John Frattiani

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 32

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
APPOINTING MEMBERS TO THE TOWNSHIP PLANNING BOARD**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed to the Planning Board:

Class I - Mayor's Designee Fred Rubenstein	1-Yr. Term to expire 12/31/234
Class II - Municipal Officer Jason Carroll	1-Yr. Term to expire 12/31/24
Class III - Governing Body Albert Bille	1-Yr. Term to expire 12/31/24
Class IV – At Large George Perez	4-Yr. Term to expire 12/31/27
Class IV – At Large Ronald Pordy	4-Yr. Term to expire 12/31/27
Alternate I Christopher Rauscher	2-Yr. Term to expire 12/31/25
Alternate II Jake Townsend	2-Yr. un-expired term of Rauscher Term to expire 12/31/24

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024– 33

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY, APPOINTING MEMBERS TO THE TOWNSHIP
RECREATION DISABILITY ADVISORY BOARD**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed to the Recreation Disability Advisory Board for the 2024 year:

Ed Viebrock

1 year term to expire 12/31/24

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 34

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF
OCEAN STATE OF NEW JERSEY APPOINTING MEMBERS TO THE
SHADE TREE COMMISSION**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed to the Shade Tree Commission:

Michael Ball	5 year term to expire 12/31/28
Andrea Christensen Secretary	1 year term to expire 12/31/24

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 – 35

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY, APPOINTING MEMBERS TO THE
ENVIRONMENTAL COMMISSION**

BE IT RESOLVED by the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed to the Environmental Commission:

Albert Bille
Mayors Designee

Member
1 year Term to expire 12/31/2024

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-36

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
APPOINTING MEMBERS TO THE TOWNSHIP ZONING BOARD**

BE IT RESOLVED by the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed to the Zoning Board of Adjustment:

John E. Murrin	4 year Term to expire 12/31/27
Chester Broccoli	4 year Term to expire 12/31/27
Richard Quelch	4 year un-expired term to of Ronald Chamberlain Term to expire 12/31/26
Christopher Velders Alternate I	2 year Term to expire 12/31/25
Margarita Gagliardi Alternate II	1 year Term to 12/31/24

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024 - 37

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

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed to non-union positions, according to attached rate schedule:

BE IT FURTHER RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed to non-union positions at per session rate:

Isabel Cole, Court Recorder, per session rate \$80.00

Andrea Christensen, Secretary to Economic Development Committee, at the rate of \$50.00 per meeting

Andrea Christensen, Secretary to Open Space Committee, at the rate of \$50.00 per meeting

Andrea Christensen, Secretary to Shade Tree Commission, at the rate of \$50.00 per meeting.

Andrea Christensen, Secretary to Environmental Commission, at the rate of \$50.00 per meeting

Meredith Jackstadt, Secretary to the Recreation Disability Advisory Board, at the rate of \$50.00 per meeting.

Jennifer McCorry, Secretary to the Historic Preservation Committee, at the rate of \$50.00 per meeting

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-38

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING AN EXTENDED PAID MEDICAL LEAVE
TO GEORGIA SHAFFERY**

BE IT RESOLVED by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean State of New Jersey that an extended paid medical leave is hereby granted to Georgia Shaffrey of the Construction Office, effective December 28, 2023 to January 12, 2024

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-39

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY AUTHORIZING AN EMPLOYMENT SEPARATION
BETWEEN THE TOWNSHIP OF BARNEGAT AND GEORGIA SHAFFERY
AS OF FEBRUARY 1, 2024**

BE IT RESOLVED, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that this governing body hereby authorizes the employment separation of Georgia Shaffery with effective date of February 1, 2024.

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024– 40

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SCHEDULE “C” AGREEMENT WITH THE COUNTY OF OCEAN FOR 2024

WHEREAS, the Interlocal Service Act, N.J.S.A. 40:8a-1 et seq. authorized the Township of Barnegat to enter into a contract for the provision of certain governmental services with the County of Ocean; and

WHEREAS, N.J.S.A. 40:8 requires such a contract to be authorized by resolution or ordinance; and

WHEREAS, it is the desire of the governing body to authorize the execution of a contract with the County of Ocean and the Mayor of Barnegat Township for the provision of services, materials and equipment as set forth in Schedule “C” attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Barnegat, County of Ocean State of New Jersey as follows:

1. That the Mayor and Municipal Clerk of the Township of Barnegat are hereby authorized to execute a Schedule “C” agreement with the County of Ocean in accordance with the provisions of the law to include \$15,500.00 for the Road Department, and \$500.00 for Vehicle Services, for a total sum not to exceed \$16,000.00. A copy of the said agreement is attached hereto and made part hereof as Schedule “C”.
2. This agreement is for the period January 1, 2024 to December 31, 2024.
3. That a copy of this agreement referenced herein shall be kept on file and made available in the Municipal Clerk’s Office during normal business hours.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

SCOTT J. WATERS
County Road Supervisor

CHRIS APPEGATE
General Supervisor, Roads

JAMES BRYANT
General Supervisor, Roads



COUNTY OF OCEAN
ROAD DEPARTMENT

129 Hooper Avenue, P.O. Box 2191
Toms River, NJ 08754-2191

Office Phone: 732-929-2133

Fax: 732-506-5085

ARTHUR W. REECE
Asst. County Road Supervisor

JOHN REISER
General Supervisor, Roads

BRIAN WALL
General Supervisor, Roads

Mr. Thomas Lombarski
Municipal Clerk
Township of Barnegat
900 West Bay Avenue
Barnegat, NJ 08005

November 1, 2023

Re: 2024 Schedule "C" Agreements

Dear Mr. Thomas Lombarski

Enclosed are the 2024 Schedule "C" Agreements. It is requested that you carefully review these documents as there are changes to the Agreements.

When preparing your Agreements the following should be noted:

1. No paving projects or work will be performed, and no materials will be supplied without a **signed** Agreement which indicates the amount the Local Governmental Unit is appropriating for all Schedule "c" Services and materials. If you desire road overlay services, major construction or drainage work you **MUST** complete the page entitled "List of Schedule "C" Major Projects Request" and be sure to appropriate enough funds in your initial agreement and your resolution to cover the anticipated expenses.
2. If your Local Governmental Unit uses services or materials of a County Department other than the Road Department, it will be necessary for you to appropriate an amount for those services and materials. Your resolution should reflect a set amount to be appropriated for services or materials supplied by the Road Department and an additional amount appropriated for engineering or Vehicle Services materials and supplies. We will be executing one agreement; however, your resolution must indicate the amount to be appropriated for each department. Agreements must be completed in full and have the page entitled "List of Schedule "C" Major Project Request" completed for all major project you desire. Incomplete Agreements and/or failure to appropriate sufficient funds in your resolution for each department that will be providing materials or supplies to you

will cause a delay in processing your agreement. Bear in mind that the person named in section 3 of the Agreement will be the only person we consider authorized to request services/materials. ***We will be requiring all requests to be in writing and received at the Road Department office prior to approval of any service being scheduled or material received. Faxed request will be acceptable.***

3. Each county department from which you received materials or services will be doing their own billing. You will be receiving invoices from each department detailing the cost due for that department. It will be necessary for you to make payment to each department so that your account can be properly maintained.
4. During a Schedule "C" paving project, it is up to the municipality to coordinate a proper traffic control plan with your public works. If this is not an option, traffic control services will be supplied by the County at the current Schedule "C" labor rates. However, if you choose to use your police department it is up to your municipality to set aside monies and facilitate this plan.

Schedule "C" services and materials are offered to the 33 municipalities and County related departments. Therefore all School Districts desiring materials or services from the Ocean County Road Department will be referred to the Municipal Officials and all billing will be with the municipality only.

If you have any questions please to not hesitate to contact me.

Sincerely,



Scott J. Waters
County Road Supervisor

SJW; sz

Enclosure: Two (2) 2024 Schedule "C" Agreements (Return BOTH originals)
One (1) Schedule "C" Sample Agreement
One (1) Schedule "C" Checklist
Two (2) Major Project Request – (Return BOTH originals)
One (1) Schedule "C" Labor and Equipment Rates (Retain for your files.)

5. Each County Department shall invoice the Local Governmental Unit for materials and supplies delivered and services rendered. Monies due shall be paid by the Local Governmental Unit to the County within thirty (30) days after the Local Governmental Unit's receipt of said invoices.

6. The applicable rates and charges for equipment and labor are set forth in the List of Labor and Equipment Costs, which is attached hereto and made a part hereof.

A. The Local Governmental Unit may request the County to provide for the disposition of sweeping materials from the Local Governmental Unit site. All costs associated with the disposition of these materials, including, but not limited to, all costs incurred in the inspection, testing, classification, screening and ultimate disposition of the sweepings, shall be the responsibility of the Local Governmental Unit and shall be included in the County's next invoice for payment by the Local Governmental Unit.

B. When requested by the Local Governmental Unit to sweep municipal roads or properties, the materials collected will be disposed of at a designated municipal site. If the Local Governmental Unit is unable to provide a site, the County will store the municipal sweepings at the nearest County garage and the Local Governmental Unit will be responsible for all costs incurred as described in paragraph A.

7. The Local Governmental Unit hereby covenants and agrees to save harmless the County, its agents, officials and employees from any and all suits, damages, claims or other causes of action, including reasonable attorneys' fees, which may result from performance of this Agreement by the County.

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

ATTEST:

COUNTY OF OCEAN

Clerk of the Board

By: _____

ATTEST:

GOVERNMENTAL UNIT

Signature

Signature

Donna M. Manno, RMC Municipal Clerk

Joseph Marte Mayor

Print Name Title

Print Name Title

SCHEDULE 'C'

MAJOR PROJECTS REQUEST

This form must be completed whether or not you are requesting any Major Projects and must be returned with your Agreement and Resolution. Failure to do so will delay processing of your Agreement as all Agreements must have this page completed and attached. Please write NONE if no projects are requested at this time.

Municipality: Barnegat Township _____ Completed By: Donna M. Manno, RMC _____

Agreement is for the purchase of supplies-----check here _____

Agreement is for sweeping, screening of sweepings & removal of same----check here _____

If requesting road overlay services, major reconstruction or drainage work, list projects below.
You will not be committed to doing the projects listed.

**LOCATION
OF WORK**

PARAMETERS

DESCRIPTION

None

**SCHEDULE "C" LABOR AND EQUIPMENT RATES
EFFECTIVE JANUARY 1, 2024**

OTHER CONDITIONS

1. Material and supplies will be billed at the County's bid price or State Contract price, whichever applies.
2. A fee of \$32.00 per ton will be billed for each ton of asphalt installed to defray labor and equipment costs. Materials (asphalt plus oil adjustment in addition to the profiler machine & fuel adjustment-if needed) to be billed at County costs.
3. During a Schedule "C" paving project, it is up to the municipality to coordinate a proper traffic control plan with your public works. If this is not an option, traffic control services will be supplied by the County at the current Schedule C labor rates. However, if you choose to use your police department it is up to your municipality to set aside monies and facilitate this plan.
4. A hauling fee of \$3.00 per cubic yard based upon the size of the truck will be billed for each load of material hauled for the Local Governmental Unit, other than asphalt. (For example, the charge per load for a 6 cubic yard truck would be \$18.00, a 12 cubic yard truck \$36.00 and so forth). The Local Governmental Unit is responsible for the disposal costs. *The cost of the operator and truck will be additional, billed hour for hour as per the attached rate schedule in addition to the material cost.*
5. A fee of \$5.00 per cubic yard for each cubic yard of material hauled and installed (other than asphalt) will be billed for each load of material hauled and installed. *The cost of the operator and equipment will be additional, billed hour for hour as per the attached rate schedule in addition to the material cost.*
6. A fee of \$110.00 per cubic yard of material screened will be billed to defray labor and equipment costs. *The cost of disposal at the Landfill and testing of material, if necessary, will be additional.*
7. A line Striping fee of \$.25 per foot of striping will be billed to defray labor and equipment costs. If required, costs for layout will be additional. Stripping services are provided in conjunction with a County overlay of a local road only.
8. A fee of \$30.00 per vehicle will be billed for the use of the County's Wash Pad service and a fee of \$35.00 per vehicle will be billed for the use of the County's Truck Wash service.
9. As per the Ocean County Vehicle Services Director, the labor rate is \$59.00 per an hour.
10. The price of fuel is derived from the Friday, Oil Price Information Service "Oil Price Daily" plus the vendor's mark up as laid out in the County's gasoline and diesel fuel bid. This will be the price charged from Saturday through the next Friday. **This type of agreement will solely be executed through Vehicle Services.**
11. In regards to any bulkhead projects we ask that you coordinate with our Engineering Department prior to submission of your plans. This will reduce the possibility of having issues with material availability.

**SCHEDULE "C" LABOR AND EQUIPMENT RATES
EFFECTIVE JANUARY 1, 2024**

ROAD DEPARTMENT

	<u>REGULAR</u>	<u>OVERTIME</u>
Laborer	\$20.02	\$30.03
Bridge Repairman	\$21.23	\$31.85
Equipment Operator	\$24.87	\$37.31
Truck Driver, Heavy	\$27.29	\$40.94
Mechanic	\$27.29	\$40.94
Motor Broom Operator	\$30.93	\$46.40
Heavy Equipment Operator	\$30.93	\$46.40
Heavy Equipment Operator/Welder	\$32.75	\$49.13
Senior Bridge Construction Worker	\$32.75	\$49.13
Supervising Mechanic	\$33.96	\$50.94
Supervisor	\$42.45	\$63.68
Assistant Supervisor	\$33.96	\$50.94

TRAFFIC ENGINEERING

	<u>REGULAR</u>	<u>OVERTIME</u>
Traffic Analyst	\$21.79	\$32.68
Sign Maker I	\$21.44	\$32.16
Laborer	\$20.40	\$30.60
Signal Systems Worker	\$23.34	\$35.01
Traffic Maintenance Worker	\$21.28	\$31.93
Traffic Investigator	\$21.42	\$32.13
Senior Traffic Maintenance Worker	\$24.41	\$36.62
Traffic Signal Technician I	\$26.05	\$39.08
Traffic Signal Technician II	\$30.45	\$45.68
Assistant Supervisor Maintenance	\$24.80	\$37.20
Senior Traffic Analyst	\$31.74	\$47.61
Principal Traffic Analyst	\$36.92	\$55.38
Supervisor Maintenance	\$36.92	\$55.38
Signal Supervisor I	\$27.32	\$40.98
Signal Supervisor II	\$35.13	\$52.70

EQUIPMENT

HOURLY RATE

Air Compressor	\$ 30.47
Attenuator, Truck Mounted	\$ 90.00
Arrow Board	\$ 4.43
Asphalt Heater	\$ 15.00
Backhoe	\$ 47.70
Boat #3, Munson	\$ 78.95
Boat, 12' Jon	\$ 1.44
Bucket Truck, small	\$ 39.50
Bucket Truck, large	\$ 45.00
Cement Mixer	\$ 19.60
Chainsaw	\$ 2.65
Chipper	\$ 35.00
Crack Sealer	\$ 35.70 + \$25.00 per box of materials
Crane	\$ 140.00
Curb Machine	\$ 15.00
Cutting Wheel	\$ 40.00
Dozer	\$ 93.74

**SCHEDULE "C" LABOR AND EQUIPMENT RATES
EFFECTIVE JANUARY 1, 2024**

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
Excavator, Large	\$153.00
Excavator, Small	\$ 34.20
Excavator, Floating	\$105.00
Extractor	\$ 39.00
Fork Lift	\$ 18.50
Grader	\$ 67.50
Light Tower	\$ 10.68
Loader 3cy	\$ 43.85
Loader 5cy	\$ 64.00
Message Board	\$ 11.61
Mower	\$ 15.00
Pothole Patcher	\$ 65.00
Pump	\$ 10.30
Pump, 3" Gas Mud	\$ 27.10
Pump, 3" Gas Pressure	\$ 27.10
Pump, 4" Gas Pressure	\$ 41.50
Pump, 6" Gas Pressure	\$ 49.90
Pump, 4" Gas Trash	\$ 27.10
Pump, 6" Diesel Trash	\$ 49.90
Pump, 8" Trash	\$ 66.85
Raft 8' x 20'	\$ 15.00
Roll-off Container	\$ 25.00 per day/\$100 weekly (plus Landfill Disposal Fees)
Roller, 1 Ton	\$ 28.25
Roller, 5-10 Ton	\$ 32.50
Roller, over 10 Ton	\$ 39.25
Screenplant	\$ 80.50
Skid Steer Loader w/Profiler	\$ 38.50
Skid Steer Loader	\$ 36.00
Storm Sewer Cleaner	\$ 44.20
Stump Grinder	\$ 45.00
Sweeper	\$ 96.80
Sweepster	\$ 60.00
Tractor Trailer	\$ 60.00
Track Loader	\$101.30
Trailer, Dump	\$ 18.00 with no truck
Truck, Dump, 4 cy	\$ 40.00
Truck, Dump, 6 cy	\$ 48.90
Truck, Pickup	\$ 20.80
Truck, Pole	\$110.00
Truck, Rack	\$ 35.00
Truck, Roll-off	\$ 55.90
Truck, Tandem	\$ 67.70
Truck, Triaxle 23 cy	\$ 75.50
Truck, Utility	\$ 26.75
Truck, Water	\$ 55.00
Truck, Welding	\$ 65.00 does not include Labor or Materials
Van-Video	\$ 35.00
Wrecker, Large	\$ 128.00
Wrecker, Small	\$ 55.00

RESOLUTION 2024-41

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

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

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

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

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

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

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

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-42

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE BARNEGAT TOWNSHIP POLICE DEPARTMENT TO PARTICIPATE IN THE DEFENSE LOGISTICS AGENCY, LAW ENFORCEMENT SUPPORT OFFICE, 1033 PROGRAM TO ENABLE THE BARNEGAT POLICE DEPARTMENT TO REQUEST AND ACQUIRE EXCESS DEPARTMENT OF DEFENSE EQUIPMENT

WHEREAS, the United States Congress authorized the Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO) 1033 Program to make use of excess Department of Defense personal property by making that personal property available to Municipal, County and State law enforcement agencies (LEAs); and

WHEREAS, DLA rules mandate that all equipment acquired through the 1033 Program remain under the control of the requesting LEA; and

WHEREAS, participation in the 1033 Program allows Municipal and County LEAs to obtain property they might not otherwise be able to afford in order to enhance community preparedness, response, and resiliency; and

WHEREAS, although property is provided through the 1033 Program at no cost to the county and municipal law enforcement agencies, these entities are responsible for the costs associated with delivery, maintenance, fueling and upkeep of the property, and for specialized training on the operation of any acquired property; and

WHEREAS, N.J.S.A. 40A:5-30.2 requires that the governing body of the Municipality approve, by a majority of full membership of the governing body, both enrollment in, and the acquisition of any property through the 1033 Program; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, that the Barnegat Township Police Department is hereby authorized to enroll in the 1033 Program for no more than a one-year period, with authorization to participate terminating in December 31 of the current calendar year; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Barnegat Township Police Department is hereby authorized to acquire items of non-controlled property designated "DEMIL A", which may include office supplies, office furniture, computers, electronic equipment, generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and containers, tools medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping mats, wet and cold weather equipment and supplies, respirators, binoculars, and any other supplies or equipment of a non-military nature identified by the LEA, if it shall become available in the period of time for which this resolution authorizes, based on the needs of the Barnegat Township Police Department, without restriction; and

NOW, THEREFORE BE IT FURTHER RESOLVED that Barnegat Township Police Department is hereby authorized to acquire the following “DEMIL B through Q” property, if it shall become available in the period of time for which this resolution authorizes, (see attached list of controlled property); and

BE IT FURTHER RESOLVED that the Barnegat Township Police Department shall develop and implement a full training plan and policy for the maintenance and use of the acquired property; and

BE IT FURTHER RESOLVED that the Barnegat Township Police Department shall provide a quarterly accounting of all property obtained through the 1033 Program which shall be available to the public upon request; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and shall be valid to authorize requests to acquire “DEMIL A” property and “DEMILB through Q” property that may be made available through the 1033 Program during the period of time for which this resolution authorizes; with Program participation and all property request authorization terminating on December 31st of the current calendar year from January 1, 2024 to December 31, 2024

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-43

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY, APPOINTING DRUG AND ALCOHOL TESTING
SERVICES FACILITY FOR CALENDAR YEAR 2024**

WHEREAS, Barnegat Township has need for random Drug and Alcohol testing by a certified laboratory; now

THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Township Administrator is hereby authorized to sign an agreement with Dynamic Testing Service, 230 Main Street, 1st Floor, Toms River, NJ 08753 for random drug testing and related services as per attached rate schedule for the year 2024.

BE IT FURTHER RESOLVED that the funds, in an amount not to exceed \$2,500.00, are hereby appropriated in the following line item appropriation(s), and is hereby certified by the Certified Municipal Finance Officer as of the adoption of this resolution.

Line Item: _____

Line Item: 4-01-23-733-165


Thomas Lombarski, CFO

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024

Donna M. Manno, RMC
Municipal Clerk

OCEAN COUNTY MUNICIPAL JOINT INSURANCE FUND

9 Campus Drive, Suite 216

Parsippany, NJ 07054

Tel. (201) 881-7632

December 9, 2021

Member Municipalities, Ocean JIF

Attn: Fund Commissioner

Re: CDL Drug Testing/ Audiometric and Respiratory Testing Monitor/Provider

Dear Commissioner:

The Ocean JIF's Executive Committee, authorized the issuance of a Request for Qualifications (RFQ) in order to obtain competitive pricing for CDL Drug Testing Services, as well as Audiometric Respiratory Testing services. This has been done to accomplish a pricing reference for member municipalities of the Ocean County Municipal Joint Insurance Fund.

CDL Drug Testing

The coordination of the Commercial Drivers License (CDL) Drug Test Program will be provided by **Dynamic Testing Services (DTS)** of Toms River, NJ. The contract fees presented by DTS will be \$50.00 per drug test, and \$40.00 per alcohol test (BAC). There is also a Shy Bladder after the first hour charge of \$35 per hour per employee. Onsite Driver Training Class – 1 Hr/\$35 per person / Onsite Training of Supervisors – Min 2hrs course/\$100 per person. After hours call out fee is \$225 plus the cost of the test.

Please continue to refer all regulatory questions including, but not limited to, drug and alcohol, post-accident return to duty, random testing, reasonable suspicion, driving under the influence of alcohol, leaving the scene of an accident, certain felonies, and serious traffic violation and invoice concerns to DTS.

Audiometric and Respiratory Testing monitor/provider

The Audiometric and Respiratory Testing monitor/provider program will be provided by Interstate Mobile Care of Sewell, NJ. The new contract fees presented by Interstate Mobile Care will be attached to this correspondence.

These programs for the Ocean JIF members are another value-added step from the Executive Safety Compliance & Risk Management Committee to provide members an opportunity to obtain, not only the required CDL Drug & Alcohol Testing and Audiometric & Respiratory Testing, but also other services that will be a benefit to Ocean JIF members in the future.

The Ocean JIF conducted this RFO for its municipal members and secured standardized contract pricing as a quote reference for each member. Members are advised to weigh the aggregations against their own thresholds to determine if further quotes or procurement are necessary. Please note that each municipality will be directly responsible for payment with Dynamic Testing Services (DTS)/ Interstate Mobile Care.

It is important to note that Fund is not a cooperative as recognized by the Division of Local Government Services. To that extent it is important for the fund members to weigh any aggregate costs of the services to determine if such services are under any applicable bid thresholds.

***IMPORTANT NOTE - If you are not planning to utilize Dynamic Testing Services (DTS) for your CDL testing services, as a reminder, compliance with CDL Federal Guidelines is your responsibility.**

***IMPORTANT NOTE - If you are not planning to utilize Interstate Mobile Care for your Audiometric and Respiratory testing program, as a reminder, compliance with OSHA requirements is your responsibility.**

Very truly yours,

OCEAN COUNTY MUNICIPAL JOINT INSURANCE FUND

Tracy Lopez

Tracy L. Lopez, Account Manager
PERMA Risk Management Services

Cc: RMCs

Interstate Mobile Care

FEE SCHEDULE

FEE SCHEDULE

The following pricing is effective January 1, 2022 through December 31, 2024. These services will not be offered to any municipalities in Monmouth County that have outstanding balances owed to Interstate Mobile Care over 60 days.

Audiogram	\$45.00
Baseline, Annual, or Re-Test	
All audiograms are performed by CAOHC certified professionals (see attached certificates). This includes review of medical history, audiometric test, individual (see sample #1) report for both the employee and the employer and a cumulative report for the employer. For confidentiality, all medical histories will be kept by Interstate Mobile Care. Clients and employees are educated on OSHA's Hearing Conservation Standard. Any required follow-up testing will be discussed with the designated employer representative. Re-tests for temporary threshold shifts will be discussed. Employees will have the options of getting tested at other neighboring scheduled townships or at our medical center in Sewell, New Jersey. Equipment calibration records will also be provided to each client for each date of service. Audiograms can be scheduled one every 10 minutes.	
Quantitative Respirator Fit Test	\$46.00
This is performed on the Portacount, manufactured by TSI. We would confirm the make and model for each group of employees within each of the townships. We have two pieces of equipment enabling us to test two employees every 10 minutes. See sample report #2. Individuals will also receive a wallet size card at the time of testing.	
Qualitative Respirator Fit Test	\$46.00
This is performed utilizing the 3M bitrex or saccharin irritant. We would confirm the non tight fitting masks, and or N95 masks for each group of employees.	
Review of OSHA Questionnaire	\$32.00
This would also include vitals and additional medical review. I would confirm each township's utilization of this OSHA form in compliance with their respiratory policy. This would provide the employer with a letter indicating whether or not there appears to be any medical indications that could interfere with the employee's ability to wear their respirator safely.	

Pulmonary Function Test

\$59.00

This is performed on the newly purchased "Easy One Spirometer", manufactured by NDD and is performed by nurses and technicians with the NIOSH required training. This can be performed as a baseline, after exposure incidence, annually for surveillance, and/ or as part of a respiratory physical exam. This is also recommended for those employees with lung related issues in the OSHA respiratory questionnaire. I will work with each of the township's respiratory policy to assure the best medical practice and compliance. This will indicate whether there is any obstruction or restriction in an individual's lung function.

Respiratory Physical Exam

\$152.00

This includes the above pulmonary function test along with a hands-on physical exam by a board certified physician. Additionally this includes review of occupational exposures and will provide medical clearance for respirator use. This will be specific to the client's safety and health policies.

Travel - Mobile Medical center (per date of service for Ocean County)

\$525.00

This would be invoiced for each date of service and will be divided by each participating townships. This will be calculated and divided proportionately based on the total number of employees seen on each date of service.

Travel- without the mobile medical center, utilizing your facility

\$310.00

- This is not an option for the hearing testing due to the hearing booth.

Vendor Contact Information

DT Service LLC
Dynamic Testing Service
230 Main Street, 1st Floor
Toms River, NJ 08753
Peter Lukowiak – 732-349-0848

Interstate Mobile Care, Inc.
137 Egg Harbor Rd., Suite F
Sewell, NJ 08080
Betsy Ciano – 856-256-9677

RESOLUTION 2024-44

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE
OF NEW JERSEY APPOINTING INDIVIDUALS TO
NON-UNION RECREATION POSITIONS**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed to non-union Recreation positions, as follows:

Part-time Recreation Staff: , Recreation Aides

Meredith Jackstadt – Meadowedge Supervisor / Certified Recreation Therapist
Stacey Fahringer – Special Needs Teacher/Rec Aide

Part-time Recreation – Adult Volleyball & Pickleball

Richard Lee

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-45

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, DESIGNATING THE APPOINTMENT OF RECORDS CUSTODIAN IN THE BARNEGAT POLICE DEPARTMENT FOR THE PURPOSES OF OPEN PUBLIC RECORDS AND LITIGATION MATTERS

WHEREAS, the Township of Barnegat recognizes the requests for records pursuant to subpoenas and the Open Public Records act (“OPRA”) must be acted upon within established time periods; and

WHEREAS, the Township of Barnegat also recognizes the N.J.S.A 47:1A et seq. places the responsibility of OPRA responses on the Municipal Clerk; and

WHEREAS, the Township of Barnegat receives numerous requests for records pursuant to subpoena and OPRA; and

WHEREAS, in an effort to expeditiously and accurately respond to said subpoenas and OPRA requests, and in accordance with the applicable rules and statutes governing same the Township of Barnegat shall designate the Chief of Police as the Public Records Custodian and the Confidential aides of the Chief of Police, as the designee for complying with subpoenas to the Police Department and responding to OPRA requests for Police records; and

WHEREAS, the Public Records Custodian and Alternate Public Records Custodian of the Police Department shall be deputized to be solely responsible for subpoenas and OPRA requests issued to the Police Department; and

WHEREAS, the Governing Body has determined that the designation of a Police Public Records Custodian and Alternate Police Public Records Custodian is in the best interests of the Township.

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

1. The Chief of Police shall be designated as the Public Records Custodian and the Confidential Aides to the Chief of Police be designated as the Alternate Public Records Custodian for the Barnegat Police Department.
2. The Public Records Custodian and Alternate Public Records Custodian of the Barnegat Township Police Department shall be deputized to be solely responsible for Open Public Record requests submitted to the Barnegat Township Police Department.
3. The Public Records Custodian and Alternate Public Records Custodian of the Barnegat Township Police Department shall be responsible for complying with subpoenas for records and/or appearances served upon the Barnegat Township Police Department.
4. The Barnegat Township Police Department Open Public Records Act Form must be used for police OPRA requests

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024

Donna M. Manno, RMC
Municipal Clerk



**BARNEGAT TOWNSHIP
POLICE DEPARTMENT**



OPEN PUBLIC RECORDS ACT REQUEST FORM
900 WEST BAY AVENUE, BARNEGAT NJ 08005

Forward Request to:
Barnegat Township Chief of Police, Custodian of Records
609-698-5000 (Phone)
Germain318@barnegatpolice.us (email)

Requestor Information – Please Print

First Name _____ Last Name _____

E-mail Address _____

Mailing Address _____

City _____ State _____ ZIP _____

Telephone _____ FAX _____

Preferred Delivery: Pick Up _____ US Mail _____ On-Site Inspect _____ Fee may apply _____ Fax _____ E-mail _____

If you are requesting records containing personal information, please circle one: Under penalty of N.J.S.A. 2 C:28-3, I certify that I **HAVE / HAVE NOT** been convicted of any indictable offense under the laws of New Jersey, a any other state, or the United States.

Signature _____ Date _____

Payment Information	
Maximum Authorization Cost \$	
Select Payment Method	
Cash	Check Money Order
Fees:	Letter size pages - \$0.05 per page Legal size pages - \$0.07 per page Other materials (CD, DVD, etc) – actual cost of material
Delivery:	Delivery / postage fees additional depending upon delivery type.
Extras:	Special service charge dependent upon request.

Record Request Information: Please be specific in describing the records being requested. Must state date and name(s) of incident of request. Also, please note that your preferred method of delivery will only be accommodated if the custodian has the technological means and the integrity of the records will not be jeopardized by such method of delivery.

Signature of Receiving Township Custodian _____ Date _____

REQUEST COMPLETED BY: _____ NO. OF PAGES _____

FORM OF REPLY: FAX _____ EMAIL _____ CALLED FOR PICK UP _____ MAILED _____

Signature of Requestor upon receipt of documents: _____ Date _____

DEPOSITS

The custodian may require a deposit against costs for reproducing documents sought through an anonymous request whenever the custodian anticipates that the documents requested will cost in excess of \$5 to reproduce.

Where a special service charge is warranted under OPRA, that amount will be communicated to you as required under the statute. You have the opportunity to review and object to the charge prior to it being incurred. If, however, you approve of the fact and amount of the special service charge, you may be required to pay a deposit or pay in full prior to reproduction of the documents.

YOUR REQUEST FOR RECORDS IS DENIED FOR THE FOLLOWING REASON(S):

(To be completed by the Custodian of Records – check the box of the numbered exemption(s) as they apply to the records requested. If multiple records are requested, be specific as to which exemption(s) apply to each record. **Response is due to requestor as soon as possible, but no later than seven business days.**)

N.J.S.A. 47:1A-1.1

- Inter-agency or intra-agency advisory, consultative or deliberative material
- Legislative records
- Law enforcement records:
 - Medical examiner photos
 - Criminal investigatory records (however, N.J.S.A. 47:1A-3.b. lists specific criminal investigatory information which must be disclosed)
 - Victims' records
- Trade secrets and proprietary commercial or financial information
- Any record within the attorney-client privilege
- Administrative or technical information regarding computer hardware, software and networks which, if disclosed would jeopardize computer security
- Emergency or security information or procedures for any buildings or facility which, if disclosed, would jeopardize security of the building or facility or persons therein
- Security measures and surveillance techniques which, if disclosed, would create a risk to the safety or persons, property, electronic data or software
- Information which, if disclosed, would give an advantage to competitors or bidders
- Information generated by or on behalf of public employers or public employees in connection with:
 - Any sexual harassment complaint filed with a public employer
 - Any grievance filed by or against an employee
 - Collective negotiations documents and statements of strategy or negotiating
- Information that is a communication between a public agency and its insurance carrier, administrative service organization or risk management office
- Information that is to be kept confidential pursuant to court order
- Certificate of honorable discharge issued by the United States government (Form DD-214) filed with a public agency
- Social security numbers
- Credit card numbers
- Unlisted telephone numbers
- Drivers' license numbers
- Certain records of higher education institutions:
 - Research records
 - Questions or scores for exam for employment or academics
 - Charitable contribution information
 - Rare book collections gifted for limited access
 - Admission applications
 - Student records, grievances or disciplinary proceedings revealing a students' identification
- Biotechnology trade secrets **N.J.S.A. 47:1A-1.2**
- Convicts requesting their victims' records **N.J.S.A. 47:1A-2.2**
- Ongoing investigations of non-law enforcement agencies (must prove disclosure is inimical to the public interest) **N.J.S.A. 47:1A-3.a.**
- Public defender records **N.J.S.A. 47:1A-5.k.**
- Upholds exemptions contained in other State or federal statutes and regulations, Executive Orders, Rules of Court, and privileges created by State Constitution, statute, court rule or judicial case law **N.J.S.A. 47:1A-9**
- Personnel and pension records (however, the following information must be disclosed:
 - An individual's name, title, position, salary, payroll record, length of service, date of separation and the reason for such separation, and the amount and type of any pension received
 - When required to be disclosed by another law, when disclosure is essential to the performance of official duties of a person duly authorized by this State or the US, or when authorized by an individual in interest
 - Data contained in information which disclose conformity with specific experiential, educational or medical qualifications required for government employment or for receipt of a public pension, but not including any detailed medical or psychological information **N.J.S.A. 47:1A-10**

N.J.S.A. 47:1A-1

- "a public agency has a responsibility and an obligation to safeguard from public access a citizen's personal information with which it has been entrusted when disclosure thereof would violate the citizen's reasonable expectation of privacy."

Burnett v. County of Bergen, 198 N.J. 408 (2009). Without ambiguity, the court held that the privacy provision "is neither a preface nor a preamble." Rather, "the very language expressed in the privacy clause reveals its substantive nature; it does not offer reasons why OPRA was adopted, as preambles typically do; instead, it focuses on the law's implementation." "Specifically, it imposes an obligation on public agencies to protect against disclosure of personal information which would run contrary to reasonable privacy interests."

Executive Order No. 21 (McGreevey 2002)

- Records where inspection, examination or copying would substantially interfere with the State's ability to protect and defend the State and its citizens against acts of sabotage or terrorism, or which, if disclosed, would materially increase the risk or consequences of potential acts of sabotage or terrorism.
- Records exempted from disclosure by State agencies' proposed rules.

Executive Order No. 26 (McGreevey 2002)

- Certain records maintained by the Office of the Governor
- Resumes, applications for employment or other information concerning job applicants while a recruitment search is ongoing
- Records of complaints and investigations undertaken pursuant to the Model Procedures for Internal Complaints Alleging Discrimination, Harassment or Hostile Environments
- Information relating to medical, psychiatric or psychological history, diagnosis, treatment or evaluation
- Information in a personal income or other tax return
- Information describing a natural person's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or creditworthiness, except as otherwise required by law to be disclosed
- Test questions, scoring keys and other examination data pertaining to the administration of an examination for public employment or licensing
- Records in the possession of another department (including NJ Office of Information Technology or State Archives) when those records are made confidential by regulation or EO 9.

Other Exemption(s) contained in a State statute, resolution of either or both House of the Legislature, regulation, Executive Order, Rules of Court, any federal law, federal regulation or federal order pursuant to N.J.S.A. 47:1A-9.a.

(Please provide detailed information regarding the exemption from disclosure for which you are relying to deny access to government records. If multiple records are requested, be specific as to which exemption(s) apply to each record.)

REQUEST FOR RECORDS UNDER THE COMMON LAW

If, in addition to requesting records under OPRA, you are also requesting the government records under the common law, please check the box below.

A public record under the common law is one required by law to be kept, or necessary to be kept in the discharge of a duty imposed by law, or directed by law to serve as a memorial and evidence of something written, said, or done, or a written memorial made by a public officer authorized to perform that function, or a writing filed in a public office. The elements essential to constitute a public record are that it be a written memorial, that it be made by a public officer, and that the officer be authorized by law to make it.

- Yes, I am also requesting the documents under common law.

If the information requested is a "public record" under common law and the requestor has a legally recognized interest in the subject matter contained in the material, then the material must be disclosed if the individual's right of access outweighs the State's interest in preventing disclosure.

Please set forth your interest in the subject matter contained in the requested material:

Note that any challenge to a denial of a request for records under the common law cannot be made to the Government Records Council, as the Government Records Council only has jurisdiction to adjudicate challenges to denials of OPRA requests. A challenge to the denial of access under the common law can be made by filing an action in Superior Court.

1. All government records are subject to public access under the Open Public Records Act ("OPRA"), **unless specifically exempt.**
2. A request for access to a government record under OPRA must be in writing, hand-delivered, mailed, transmitted electronically, or otherwise conveyed to the appropriate custodian. N.J.S.A. 47:1A-5.g. The seven (7) business day response time does not commence until the records custodian receives the request form. If you submit the request form to any other officer or employee of the **Barnegat Township Police Department**, that officer or employee must either forward the request to the appropriate custodian, or direct you to the appropriate custodian. N.J.S.A. 47:1A-5.h.
3. Requestors may submit requests anonymously. If you elect not to provide a name, address, or telephone number, or other means of contact, the custodian is not required to respond until you reappear before the custodian seeking a response to the original request.
4. The fees for duplication of a government record in printed form are listed on the front of this form. We will notify you of any special service charges or other additional charges authorized by State law or regulation before processing your request. Payment shall be made by cash, check or money order payable to the **Barnegat Township Police Department**.
5. **You may be charged a 50% or other deposit when a request for copies exceeds \$25.** The **Name of Agency** custodian will contact you and advise you of any deposit requirements. You agree to pay the balance due upon delivery of the records. Anonymous requests in excess of \$5.00 require a deposit of 100% of estimated fees.
6. Under OPRA, a custodian must deny access to a person who has been convicted of an indictable offense in New Jersey, any other state, or the United States, **and** who is seeking government records containing personal information pertaining to the person's victim or the victim's family. This includes anonymous requests for said information.
7. By law, the **Barnegat Township Police Department** must notify you that it grants or denies a request for access to government records within seven (7) business days after the agency custodian of records receives the request. If the record requested is not currently available or is in storage, the custodian will advise you within seven (7) business days after receipt of the request when the record can be made available and the estimated cost for reproduction.
8. You may be denied access to a government record if your request would substantially disrupt agency operations and the custodian is unable to reach a reasonable solution with you.
9. If the **Barnegat Township Police Department** is unable to comply with your request for access to a government record, the custodian will indicate the reasons for denial on the request form or other written correspondence and send you a signed and dated copy.
10. Except as otherwise provided by law or by agreement with the requester, if the agency custodian of records fails to respond to you within seven (7) business days of receiving a request, the failure to respond is a deemed denial of your request.
11. If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the **Barnegat Township Police Department** to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council ("GRC") by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at PO Box 819, Trenton, NJ, 08625, by e-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The Council can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.
12. Information provided on this form may be subject to disclosure under the Open Public Records Act.

RESOLUTION NO. 2024-46

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE HIRING OF JOEL SAWYER AS A
CERTIFIED FULL-TIME PATROLMAN IN THE
BARNEGAT TOWNSHIP POLICE DEPARTMENT**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (the "Township") has one of the best police departments in the State of New Jersey; and

WHEREAS, the men and women who serve in the Barnegat Township Police Department ("Department") are among the best law enforcement officers in the State; and

WHEREAS, the Township recently held a hiring process and the Township finds it necessary and appropriate to authorize the hiring of Joel Sawyer as a full-time patrolman within the Police Department; and

WHEREAS, the Township accepts the recommendation of the Chief of Police and hereby authorizes the hiring of Joel Sawyer.

NOW, THEREFORE, BE IT RESOLVED on this 1st day of January, 2024 by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township hereby authorizes the hiring of Joel Sawyer as a certified full-time patrolman, effective January 28, 2024.

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

- (a) Joseph Marte, Mayor
- (b) Keith German, Chief of Police
- (c) Joel Sawyer, Patrolman
- (d) Tom Lombarski, CFO

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, on January 1, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION NO. 2024-47

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE HIRING OF DEVON BOYLE AS A
CERTIFIED FULL-TIME PATROLMAN IN THE
BARNEGAT TOWNSHIP POLICE DEPARTMENT**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (the "Township") has one of the best police departments in the State of New Jersey; and

WHEREAS, the men and women who serve in the Barnegat Township Police Department ("Department") are among the best law enforcement officers in the State; and

WHEREAS, the Township recently held a hiring process and the Township finds it necessary and appropriate to authorize the hiring of Devon Boyle as a full-time patrolman within the Police Department; and

WHEREAS, the Township accepts the recommendation of the Chief of Police and hereby authorizes the hiring of Devon Boyle.

NOW, THEREFORE, BE IT RESOLVED on this 1st day of January, 2024 by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township hereby authorizes the hiring of Devon Boyle as a certified full-time patrolman, effective January 28, 2024.

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

- (a) Joseph Marte, Mayor
- (b) Keith German, Chief of Police
- (c) Devon Boyle, Patrolman
- (d) Tom Lombarski, CFO

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, on January 1, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-48

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE MUNICIPAL CLERK TO ADVERTISE FOR FULL TIME OR PART TIME EMPLOYMENT FOR THE TOWNSHIP FOR THE YEAR 2024

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

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

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

THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Barnegat that the Municipal Clerk is hereby authorized to advertise for full-time or part-time personnel that should arise for the year 2024 as directed by the Township Administrator.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024

Donna M.Manno, RMC
Municipal Clerk

RESOLUTION 2024-49

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE MUNICIPAL CLERK TO ADVERTISE FOR PURCHASE OF VEHICLES AS NEEDED FOR THE TOWNSHIP FOR THE YEAR 2024

WHEREAS, the Township must go out to bid for vehicles needed for certain departments that may above the bid threshold nor part of a state contract; and

WHEREAS, all bids are advertised in a local publication by the Municipal Clerk; and

WHEREAS, time may be of essence for certain vehicles needed for certain departments that need to be advertised immediately; now

THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Barnegat that the Municipal Clerk is hereby authorized to advertise for certain vehicles as needed for certain departments that should arise for the year 2024 as directed by the Township Administrator.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024

Donna M.Manno, RMC
Municipal Clerk

RESOLUTION 2024-50

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY, AWARDING A SERVICE CONTRACT FOR
ANIMAL CONTROL SERVICES FOR 2024**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that a contract be renewed for Animal Control Services for the period of January 1, 2024 through December 31, 2024, to Associated Humane Societies, Inc., Popcorn Park Zoo, 124 Evergreen Avenue, Newark, NJ 07114, in the amount of \$3,333.33 per month for the year 2024

BE IT FURTHER RESOLVED that the funds, in an amount not to exceed \$40,000.00, are hereby appropriated in the following line item appropriation(s), and is hereby certified by the Certified Municipal Finance Officer as of the adoption of this resolution.

Line Item: _____

Line Item: **4-01-27-788-028**


Thomas Lombarski, CFO

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey hereby certify that the foregoing resolution was duly adopted by the Township Committee at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, on the 1st day of January 2024

Donna M. Manno, RMC
Municipal Clerk



Animal Control Services Agreement

THIS AGREEMENT is made this ___ day of _____, 2024 by and between the **ASSOCIATED HUMANE SOCIETIES, INC.**, a 501C(3), non-profit corporation organized under state and federal law, having principal offices at 124 Evergreen Avenue, Newark, New Jersey 07114 (the “Society”), and the **Township of Barnegat**, a municipal corporation of the state of New Jersey, having its principal offices at 900 West Bay Avenue, Barnegat, New Jersey 08005 (the “Municipality”), collectively the “Parties.”

WHEREAS, the state of New Jersey requires each municipality to provide animal control services or to contract for the provision of such services;

WHEREAS, animal control services are important to communities in a variety of ways including rescuing animals in distress, reuniting lost pets and their families, responding to nuisance complaints, et cetera;

WHEREAS, the Society is dedicated to providing animal control services in compliance with the rules and regulations established by the New Jersey Department of Health, Office of Veterinary Health.

WHEREAS, the Society is further dedicated to providing animal control services in a humane and progressive manner, including having the goals of reducing the number of animals coming into the shelter through prevention programs (including **managed intake** and **targeted spay/neuter programs**), and moving out animals that enter the shelter as quickly as possible (through adoption or other programs);

WHEREAS, the Society is further dedicated to consulting with reputable professional entities in the field of progressive animal sheltering and community services such as the National Animal Care and Control Association, the Association of Feline Practitioners, and other national organizations;

WHEREAS, never before has the public been so interested and involved in the care of animals in their communities. With this comes both the need and opportunity to improve the care provided and address new challenges and financial considerations as the services evolve to meet societal expectations and community needs;

ASSOCIATED HUMANE SOCIETIES

EXECUTIVE OFFICES/
ESSEX COUNTY BRANCH
124 Evergreen Avenue
Newark, NJ 07114-2133

P 973-824-7080

F 973-824-2720

E ContactUs@AHScares.org

OCEAN COUNTY BRANCH
HOME OF POPCORN PARK
Humane Way - PO Box 43
Forked River, NJ 08731-0043

P 609-693-1900

F 609-693-8404

E NJhumane@ahsppz.org

MONMOUTH COUNTY BRANCH

2960 Shafto Road
Tinton Falls, NJ 07753-7608

P 732-922-0100

F 732-922-4032

E TintonFallsAHS@ahsppz.org

www.AHScares.org

WHEREAS, the Municipality acknowledges and agrees with the importance of such progressive animal control services and the general goals of reducing the suffering and euthanasia of animals, and serving community members and the welfare of animals;

WHEREAS, the Municipality desires the Society to provide animal control services and the Society desires to provide such services;

NOW THEREFORE, in consideration of the mutual agreements and promises contained in this Agreement, the parties hereby agree as follows:

1. Animal Control Services: The Society shall perform the services set forth in Attachment A attached to this Agreement (“Animal Control Services” or the “Services”).
2. Term: This Agreement shall commence on the 1st day of January 2024 and terminate on the 31st day of December 2024, unless extended in writing by mutual agreement of the Parties.
3. Hours: The Society shall provide the Services 24 hours a day, seven days a week, including holidays. Normal business hours shall be considered to be Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m, excluding holidays.
4. Contract Price: The total amount to be paid by the Municipality to the Society for the Services shall be: \$40,000.00 (“Contract Price”). Payment: The Municipality shall pay the Contract Price in prorated monthly payments of \$3,333.33 per month, plus any Additional Services and expenses as stated herein. Payments are due on the first day of each month during the term provided that the Society has presented the Municipality with an invoice and/or Municipal voucher executed by the appropriate party thirty (30) days prior to the respective monthly payment due date. All unpaid amounts shall be subject to a late fee of two percent (2%) per month. If non-payment extends beyond sixty (60) days, the Society shall have the right to suspend Services until payment is received in full (including interest, costs and expenses). It is expressly understood and agreed that the Society is not obligated to incur any cost, expense or fee as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such cost, expenses and/or fees shall be the sole responsibility of the Municipality and included in payment in full.
5. Indemnification: Both parties (the “Indemnifying Party”) shall indemnify, defend and hold the other party (the “Indemnified Party”), its subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, liens, demands, damages, causes of action, fines, penalties, costs and expenses (“Losses”) arising from the negligence, gross negligence or willful misconduct of the Indemnifying Party or its subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns; provided, however, in no event will the Indemnifying Party be responsible for

any such Losses caused by Indemnified Party or its subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns.

6. Independent Contractor: The Society is and shall remain an independent contractor in its relationship with the Municipality. This Agreement shall not render the Society an employee, partner, or joint venturer with the Municipality for any purpose.
7. Entire agreement: This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions and all previous agreements.
8. Governing Law; Consent to Personal Jurisdiction: THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. THE PARTIES EXPRESSLY CONSENT TO PERSONAL JURISDICTION, WHICH SHALL BE EXCLUSIVE, IN THE STATE COURTS OF NEW JERSEY IN THE COUNTY WHERE THE MUNICIPALITY IS LOCATED FOR ANY LAWSUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT.
9. Severability: If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions shall continue in effect.
10. Attorney Fees: In the event that this Agreement becomes subject to litigation between the parties, the parties agree that the prevailing party shall be entitled to an award of attorney's fees, costs and the prevailing statutory interest from the other party.
11. Effective Date: This Agreement shall be effective on the date set forth on page one of this Agreement. The document may be signed in counterparts and a faxed or electronic signature shall be as effective as an original.

AGREED TO:

Township of Barnegat
Name:
Title:
Date:

Associated Humane Societies
Name:
Title:
Date:

ATTACHMENT A

Animal Control Services Defined:

For purposes of this Agreement, Animal Control Services are defined as: the rescue, recovery and care of injured animals, trapped animals, sick animals, animals whose lives are endangered and animals that present a danger to humans or other animals, including those who have bitten humans or other animals.

Except as otherwise provided herein, the Society shall bear the costs and expenses incurred by the Society in the maintenance of its custodial facilities and vehicles used by the Society's Animal Control Officers.

The Animal Control Services shall be performed by a certified Animal Control Officer employed by the Society. It is expressly understood and agreed that the Animal Control Officer is not a law enforcement officer and shall not put his or her life in peril, and accordingly, in certain situations, local police presence may be requested and required for the Animal Control Officer to respond.

Animal Control Services are subject to the following terms and conditions:

1. The Society shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat running at large on property within the Municipality. When such impoundment occurs (and after a seven (7) day hold period), it is expressly understood once the Society accepts any animal and takes it into custody, the animal shall be put up for adoption, if possible, or humanely euthanized at the sole and exclusive discretion of the Society.
2. For any animal impounded as a stray, abandoned or unlicensed dog or cat running at large, upon proof of ownership, any person may redeem his or her animal from the Society upon payment to the Society the sum of \$95, Monday through Friday, 9:00 a.m. until 5:00 p.m. (standard business hours). There shall be a \$125 fee for other times. In addition, the owner shall be responsible for the costs for each day the animal has been impounded as stated below:
 - a. \$4.00 per day under State Law for the first seven (7) days (unless ownership of the animal is established prior to the end of the seven (7) days and said owner does not redeem his animal.) Once the ownership is established and the animal is no longer a stray, regular boarding rates shall prevail and are to be paid to the Society prior to the release of the animal. Regular boarding rates shall be \$12.72 per day. No animal shall be released or redeemed unless and until the owner has provided satisfactory proof of ownership.
3. For any animal impounded or boarded as part of a Court case or upon order or request of Municipality, Health Department or a court directive to impound such

animal, the Municipality shall be charged an additional boarding fee of \$20.00 per day, and payable monthly. After ninety (90) days, it shall be the responsibility of the Municipality to find alternate kenneling/housing for any such animal. For reasons that include capacity issues and the health of the animal and costs involved, the Society shall not be required to continue to hold animals beyond ninety (90) days. The Municipality expressly to expressly seek reimbursement of direct and reasonable costs incurred by the Society as part of any judgment. In the absence of such, the cost shall be the responsibility of the owner or, if the owner fails to pay, then of the Municipality.

4. The Society's animal control shall report to the Municipality any owned animal without a current license and/or rabies certificate. The owner shall have seven (7) days to register the animal for a license and if the owner fails the animal control officer shall issue a summons, if the Municipality has supplied the animal control officer with a Summons book.
5. The Society shall, at the request of a municipal resident who is the owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the Society. However, such assistance is not within the scope of Animal Control Services under this Agreement. The owner shall be responsible for payment to the Society of the costs and expenses of such assistance, and should the owner fail to pay, said costs and expenses shall be the responsibility of the Municipality.
6. Community Cat Management: The Society, in accordance with best practices of the National Animal Care and Control Association, recognizes that indiscriminate pick up or admission into the shelter of healthy, free-roaming cats with no signs of ownership, regardless of temperament, for any purpose other than Trap, Neuter, Vaccinate, Return (TNVR) or Shelter Neuter and Return (SNR) programs, fails to serve commonly held goals of community animal management and protection programs and, as such, is a misuse of time, municipal funds, and a violation of the Society's mission. Therefore, it will be avoided. The Society shall not trap or pick up healthy unowned, unsocialized free-roaming cats, known as "community cats." In those cases, the Society shall work with the Municipality's TNVR Program to trap, spay/neuter, vaccinate and release the cat back to the area they were trapped as "Additional Services." Such Additional Services shall incur a charge of \$50.00 per cat. If the Society cannot collect this fee from the TNVR Program, the Municipality shall be responsible for the Additional Services fees. If there is no municipal sanctioned TNVR program, the Society reserves the right to provide proper care and release of the community cat through its own SNR program within the contracted municipality in accordance with public health guidelines and best practices of the National Animal Care and Control Association.
7. As per N.J.S.A. 4:19-32, the Society shall inspect the enclosure and the owner's property of a potentially dangerous dog, at least monthly, to determine continuing compliance with paragraphs (2) and (3) of subsection A of N.J.S.A. 4:19-24.8. The Society shall submit the inspection reports to the Municipality on a monthly basis.

8. The Society shall not provide census or canvassing services for license compliance within the Municipality. Under N.J.A.C. 4:19-15.15, the Municipality must appoint a party or agency to canvas for owned animals.
9. Any stray dog or cat or any other animal taken into custody by the Society and charged with biting a human shall be quarantined for the required quarantine period of ten (10) days. The cost and expense incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the Society.
10. In case of potential rabies exposure, the cost of transportation of the head of an animal suspected of rabies to the State Department of Health shall be borne by the owner of the animal and, if no owner is known, shall be borne by the Society, under the condition that the animal expired on the premises before the ten (10) day quarantine period referred to above.
11. Removal of an animal, including wildlife, within the living space, inside the walls or ceiling of a home, apartment building or garage is not within the definition of Animal Control Services. The Society shall respond to those calls; however, the owner of the premises shall be charged \$95.00 per hour during regular business hours and \$125.00 per hour after standard business hours. If the owner fails to pay, the municipality shall be responsible for payment. If the animal is physically in the resident's living space and posing an immediate threat to the well-being of the resident, there shall be no charge for the removal of the animal.
12. Dead animals, **excluding deer**, shall be picked up with no extra charge.
13. There shall be no additional charge for trapping or picking up bats or injured wildlife.

Exclusions:

1. Marine mammals shall be specifically excluded from the definition of Animal Control Services under this Agreement.
2. Dead deer shall be **specifically excluded from the definition of Animal Control Services under this Agreement**. The Society shall not be responsible for handling deer carcasses, provided however, that the Society shall retrieve infirm, injured deer and orphaned fawns.
3. The Society shall not trap or rescue Canada Geese, unless same are in need of veterinary care.
4. The Society shall not pick up live rats, mice, moles or voles or any other small rodents.

5. According to the best practices reflected on the NJ Department of Health's website, capture of nuisance wildlife (i.e., healthy appearing raccoons not threatening humans, squirrels in attics, groundhogs burrowing in yards, etc.) is NOT required under statute for municipal animal control to provide, and the Society shall not be required to pick up such animals. In general, wildlife nuisance issues are addressed by the New Jersey Department of Environmental Protection, Division of Fish and Wildlife. ACOs can help educate residents on how to abate common wildlife nuisances and refer residents to pest control services, wildlife rehabilitators and other agencies that can assist residents if ACOs are not authorized by their supervisors to provide these services.
6. Trapped healthy wild animals that do not pose a threat or safety risk to the public may be released at or near the area of capture or if necessary at another appropriate location at the sole discretion of the Society in accordance with standard rules and regulations of the industry.

Emergencies:

Upon a request from the Municipality, the Society shall respond to an animal control emergency as defined herein. Emergency treatment shall be provided to ill or injured animals as required by State law and regulation. The Society reserves the right, at its sole discretion, to determine if the animal requires transportation to an emergency clinic on nights, weekends or holidays when our own veterinarians are not available.

The costs of emergency treatment shall be charged to the animal's owner where the owner is known. If the animal's owner is unknown, or if the owner fails to pay the costs of emergency treatment, said costs shall be paid to the Society by the Municipality.

Response time to an emergency shall be no longer than one (1) hour during normal business hours of operation. All calls to the Society for Animal Control Services after normal business hours, must be received through the Police Department or Health Department of the Municipality. Residents shall not be instructed by the Municipality to contact the Society or Animal Control Officers directly after normal business hours.

NJ Open Public Records Act (OPRA):

The Municipality is encouraged to retain any and all paperwork received from the Society for OPRA fulfillment and compliance. The Society, as a non-profit, private independent contractor is not subject to OPRA (Open Public Records Act). However, if the Society receives an OPRA request, it shall forward it to the appropriate agency of the Municipality within seven (7) business days. The Society shall not be required to and shall not produce records to the Municipality to comply with OPRA requests.

Humane Traps:

Unless humane traps are available for rent from the Municipality, humane traps are available to rent from the Society (depending on the season and availability of traps) with a deposit of \$65.00 and a fee of \$4.28 per day, which shall be deducted from the

deposit. Humane dog traps shall also be available (depending upon the season and availability of traps) with a deposit of \$150.00 and a fee of \$10.70 per day, which shall be deducted from the deposit. The Society reserves the right to establish conditions for humanely setting traps. Once a trap is set, it is the responsibility of the property owner/business/landlord or tenant to monitor the trap and inform the Society IMMEDIATELY when pick up is needed. (SEE TRAP RENTAL AGREEMENT/RULES & REGULATIONS ATTACHED).

ADDENDUM TO CONTRACT FOR ANIMAL CONTROL/TRAP RENTAL AGREEMENT. PLEASE READ THESE RULES CAREFULLY, FAILING TO ADHERE TO THE RULES STATED HEREIN WILL FORFEIT YOUR PRIVILEGE TO USE OUR TRAPS

1. Traps are to be set as late at night as possible and checked as early in the morning as possible. If by 9:00 a.m., there is nothing in the trap, it must be unset until that night. If something is caught, then you **must** call the Humane Society between 9:00 a.m. and 10 a.m. that morning.
2. **DO NOT TRAP ON WEEKENDS!** There will be no pick-ups on Saturday or Sunday. Therefore, traps must not be set on Friday or Saturday nights.
3. Traps are not to be set on nights with poor weather conditions (rain, snow, extreme cold 40 degrees or heat in excess of 80 degrees). Trapping an animal in extreme conditions may result in cruelty charges and/or fines.
4. The Society must know what you are trying to trap to make sure that you are given the proper trap. Any animal caught in a trap that is native to the area (raccoons, skunks, opossums, etc.) will be released on or near the site where it was trapped. State regulations prohibit the relocation of certain animals.
5. The Society reserves the right to remove the trap at any time, such as an emergency situation, dangerous situation or person or persons not adhering to trap rules.
6. We ask that when you catch something in a trap, you move the trap out of the sun to a well shaded area; the trap should be kept dry and out of the elements. The trap should be covered with a light cloth until the driver arrives to remove the trap. **PROVIDE FOOD AND WATER!**
7. Anyone found to be abusing a trapped animal will be prosecuted to the fullest extent of the law.
8. Remember that an animal in a trap will be frightened, which may make it dangerous. Keep children and pets away from the trap and keep in a quiet place. **FOOD AND WATER MUST BE PROVIDED.**
9. By signing this agreement, you will be responsible for the animal caught in the trap and for the replacement of the trap if it is stolen or broken due to misuse.
10. Our drive will not leave a trap if you are not home to sign this Agreement.
11. If you choose, you may bring a trapped animal to our Animal Care Center between the hours of 9:00 a.m. and 5:00 Monday through Friday.
12. All stray animals caught in a trap will be held for seven (7) days and then become the property of the Humane Society to be humanely euthanized or put up for adoption as the Society sees fit.

ACO SIGNATURE (UPON LEAVING THE TRAP)

NAME – PLEASE PRINT

STREET ADDRESS – PLEASE PRINT

ACO SIGNATURE (UPON RETRIEVING TRAP
IN GOOD WORKING CONDITION)

CITY/STATE/ZIP – PLEASE PRINT

SIGNATURE

RESOLUTION 2024- 51

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE RENEWAL OF A MOTOR VEHICLE JUNK DEALERS LICENSE TO MODERN DAY RECYCLING INC.

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean State of New Jersey that the Municipal Clerk is hereby authorized to issue a 2024 Motor Vehicle Junk Dealer's License #1821 per Chapter 57 of the Barnegat Township Code to Modern Day Recycling Inc., located at 866 Route 72, Barnegat NJ. License term is yearly and will expire January 1, 2025.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024

Donna M. Manno, RMC
Municipal Clerk

No. 1821

TOWNSHIP OF BARNEGAT

OCEAN COUNTY

Date of Issue

January 1, 2024



NEW JERSEY

Date of Expiration

January 1, 2025

License

is hereby granted to

Modern Day Recycling

for the period of

**** ANNUAL ****

Motor Vehicle Junk License

from the date of issue, for the following purpose:

The Licensee having paid the fixed fee and having complied with all the requirements of ordinances necessary for obtaining license. This license is granted upon the express condition of a forfeiture in case the licensee, his agents or servants shall violate any law or ordinance regulative of the business or occupation licensed and that it may be revoked, whenever the public good requires that such action be taken.

**THIS LICENSE MUST BE POSTED
IN PUBLIC VIEW
NOT TRANSFERABLE**

BY ORDER OF THE TOWNSHIP COMMITTEE

Sanna M. Manasiac
MUNICIPAL CLERK

RESOLUTION 2024-52

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE RENEWAL OF A MOBILE HOME
PARK OPERATOR'S LICENSE TO HOMETOWN AMERICA FOR
BRIGHTON @ BARNEGAT**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean State of New Jersey that the Municipal Clerk is hereby authorized to issue a 2024 Mobile Home Park Operator's License to Hometown America for Brighton @ Barnegat Mobile Home Park, 35 Brighton Road.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

No. 1793

TOWNSHIP OF BARNEGAT

OCEAN COUNTY

Date of Issue

January 1, 2024



NEW JERSEY

Date of Expiration

December 31, 2024

License is hereby granted to

Brighton at Barnegat, Hometown America LLC

for the period of ****ANNUAL****

from the date of issue, for the following purpose:

Mobile Home Park Operator's License

The Licensee having paid the fixed fee and having complied with all the requirements of ordinances necessary for obtaining license. This license is granted upon the express condition of a forfeiture in case the licensee, his agents or servants shall violate any law or ordinance regulative of the business or occupation licensed and that it may be revoked, whenever the public good requires that such action be taken.

**THIS LICENSE MUST BE POSTED
IN PUBLIC VIEW
NOT TRANSFERABLE**

BY ORDER OF THE TOWNSHIP COMMITTEE

Donna M. Mowbray
MUNICIPAL CLERK

RESOLUTION 2024-53

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING THE RENEWAL OF A MOBILE HOME
PARK OPERATOR'S LICENSE TO PINWOOD ESTATES ASSOCIATES, LLC**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean State of New Jersey that the Municipal Clerk is hereby authorized to issue a 2024 Mobile Home Park Operator's License to Pinewood Estates Associates, LLC for Pinewood Estates Mobile Home Park, 200 Cedar Lane.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

Donna M. Manno, RMC
Municipal Clerk

No. 1795 **TOWNSHIP OF BARNEGAT**

OCEAN COUNTY

Date of Issue

January 1, 2024



NEW JERSEY

Date of Expiration

December 31, 2024

License is hereby granted to Pinewood Estates

for the period of **ANNUAL**

Mobile Home Park Operator's License

from the date of issue, for the following purpose:

The Licensee having paid the fixed fee and having complied with all the requirements of ordinances necessary for obtaining license. This license is granted upon the express condition of a forfeiture in case the licensee, his agents or servants shall violate any law or ordinance regulative of the business or occupation licensed and that it may be revoked, whenever the public good requires that such action be taken.

**THIS LICENSE MUST BE POSTED
IN PUBLIC VIEW
NOT TRANSFERABLE**

BY ORDER OF THE TOWNSHIP COMMITTEE
Donna M. M... ..
MUNICIPAL CLERK

RESOLUTION 2024-54

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY, ACCEPTING THE RESIGNATION OF OEM
COORDINATOR, JOHN J NOVAK AND LEAVING A VACANCY OF
UNEXPIRED TERM OF DECEMBER 31, 2025**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey accepts the resignation from John J. Novak, OEM Coordinator, leaving a vacancy of an unexpired term of December 31, 2025.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-55

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY, APPOINTING JASON D. CARROLL AS OEM
COORDINATOR DUE TO VACANCY OF AN UNEXPIRED TERM
OF DECEMBER 31, 2025**

WHEREAS, John J. Novak had been appointed to OEM Coordinator for a three year term from May 2nd, 2023 to December 31, 2025; and

WHEREAS, John J. Novak has submitted a letter of resignation as of December 31, 2023, leaving a vacancy for an unexpired term of December 31, 2025; and

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that Jason D. Carroll is hereby being appointed as the Emergency Management Coordinator, filling the vacancy of the unexpired term of December 31, 2025.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-56

A RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING DISPOSAL OF SURPLUS PROPERTY ON AS NEEDED BASIS FOR THE YEAR 2024 THROUGH GOVDEALS.COM

WHEREAS, the Township of Barnegat is the owner of certain surplus property (See attached schedule), which is no longer needed for public use; and

WHEREAS, The Township of Barnegat Committee is desirous of selling said surplus property in an “as is” condition without express or implied warranties; and

WHEREAS, the online auction site shall be govdeals.com

NOW THEREFORE BE IT RESOLVED, that the Barnegat Township Committee, County of Ocean, State of New Jersey does hereby authorize the auction of the schedule of surplus property as needed throughout the 2024 calendar year; now

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to Thomas Lombarski, CFO.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-57

RESOLUTION AUTHORIZING THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, TO ACCEPT A SUBGRANT AWARD OF THE FEDERAL FISCAL YEAR 2023 OF EMERGENCY MANAGEMENT PERFORMANCE GRANT AND EMERGENCY MANAGEMENT AGENCY ASSISTANCE

WHEREAS, the Township of Barnegat Office of Emergency Management has been awarded State Homeland Security Grant Program Sub-grant AFN#97,042, Sub-grant Award #FY23-EMPG-EMAA-1501 from the New Jersey Department of Law and Public Safety, Office of the Attorney General. The sub-grant, consisting of \$10,000.00 Federal Award is for the purpose of enhancing the Township's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, the Township of Barnegat will use these funds to enhance your Emergency Management Program and that the funds will be used for Emergency Management purposes; and

WHEREAS, the award period is from July 1, 2023 to June 30, 2024; and

WHEREAS, the Sub-grant award incorporates all conditions and representations contained or made in application and notice of award; and

WHEREAS, the Township of Barnegat Office of Emergency Management, designated by the New Jersey State Police, Office of Emergency Management, has submitted an Application for Sub-grant Award that has been required by the said New Jersey State Office of Emergency Management.

NOW THEREFORE, BE IT RESOLVED by the Council of the Township of Barnegat, in the County of Ocean, State of New Jersey:

1. That the Committee accepts the award of the FFY23 Emergency Management Performance Grant Program (EMPG), Emergency Management Agency Assistance Sub-grant (EMAA) in the amount of up to \$10,000.00 Federal Funds from the New Jersey State Police, Office of Emergency Management.
2. That the Chief Financial Officer and Director of Emergency Management are authorized to sign the appropriate sub-grant award documents.
3. That copies of this Resolution shall be forwarded to the New Jersey State Police, Office of Emergency Management, the Township Business Administrator, the Chief Financial Officer and the County Division of Emergency Management and Office of Treasury.

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024

Donna M. Manno, RMC
Municipal Clerk



State of New Jersey

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
POST OFFICE BOX 7068
WEST TRENTON, NJ 08628-0068
(609) 882-2000

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

MATTHEW J. PLATKIN
Attorney General

COLONEL PATRICK J. CALLAHAN
Superintendent

October 18, 2023

Coordinator John J. Novak
Barnegat Township OEM
686 East Bay Avenue
Barnegat, NJ 08005

Re: Emergency Management Agency Assistance (EMAA) Award for Federal Fiscal Year (FFY) 2023

Coordinator Novak,

After carefully reviewing your application documents submitted for the 2023 Emergency Management Agency Assistance (EMAA) subaward, supported by the FFY23 Emergency Management Performance Grant (EMPG), Barnegat Township has been selected to receive a federal award up to \$10,000. There is no match requirement for this award.

The completed Award Package shall be submitted to the New Jersey Office of Emergency Management (NJOEM) Preparedness Bureau via the NJEMGrants online system. Upon completion of the Performance Period (July 1, 2023 through June 30, 2024), approved Work Plan Activities, and Expenditure Certification, reimbursement will be made to the municipality by the state.

Please be advised, you previously signed the FFY2023 Work Plan which is a contract with NJOEM. Your signature constitutes an understanding that all of the work plan requirements must be met and all four (4) quarterly reports must be submitted in a timely manner in order to receive this funding. Failure to comply with any of these conditions will result in your municipality forfeiting your funding and being dropped from the program.

If you have any questions or concerns, please contact SGT. Mario Pepler at (609) 610-8351.

Sincerely,

Christian Dreyer, Major
Commanding Officer
Emergency Management Section



"An Internationally Accredited Agency"

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RESOLUTION NO. 2024 – 58

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING TRI-PARTY AGREEMENT
BETWEEN THE TOWNSHIP, THE OCEAN COUNTY
MUNICIPAL UTILITIES AUTHORITY, AND
STAFFORD TOWNSHIP**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (“the Township”) has been a party to a Tri-Party Agreement with The Ocean County Utilities Authority (“OCUA”) and Stafford Township (“Stafford”) since 1996; and

WHEREAS, the parties find it necessary and appropriate to authorize the execution of an agreement which incorporates revisions to the agreement by which the OCUA bills Stafford Township and then Stafford bills Barnegat Township; and

WHEREAS, the OCUA will only bill Stafford for the wastewater flow emanating from Barnegat Township in accordance with the service agreement between the parties; and

WHEREAS, a copy of the agreement is on file in the office of the Township Clerk and can be viewed during normal business hours; and

NOW THEREFORE BE IT RESOLVED on this **1st day of January, 2024**, by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township hereby authorizes the execution of an agreement between the Township, The Ocean County Utilities Authority and Stafford

Township. A copy of the agreement is on file in the office of the Township Clerk and can be viewed during normal business hours.

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

- (a) Mayor Joseph Marte;
 - (b) Martin J. Lisella, Township Administrator;
 - (c) Thomas Lombarski, CFO;
 - (d) Kurt Otto, PE, Township Engineer;
 - (e) Roger Budd, Water/Sewer Supervisor;
 - (f) Christopher J. Dasti, Esq., Township Attorney;
 - (g) Matthew von der Hayden, Township Administrator (Stafford);
- and
- (h) The Ocean County Utilities Authority.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

DASTI & STAIGER
ATTORNEYS AT LAW

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

Donna M. Manno, RMC
Municipal Clerk

DASTI & STAIGER

Christopher J. Dasti
Lauren R. Staiger

ATTORNEYS AT LAW

310 Lacey Road | P.O. Box 779
Forked River, NJ 08731

📞 609-549-8990
📠 609-549-5043

DastiLaw.com

Jeffrey D. Cheney
Brian R. Clancy
Brigit P. Zahler*
Christopher A. Khatami
William J. Oxley
*Also admitted in NY

File No.: GL-2669

December 19, 2023

Via Email

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

RE: Resolution Authorizing Execution of Tri-Party Agreement with OCUA and Stafford Township

Dear Marty:

I have reviewed the Agreement which I think just updates the understanding between the parties now that there is a repayment agreement between the Township and Stafford.

I ask Roger and Kurt to review the attached as well.

If same meets with the approval of the Governing Body, the resolution can be adopted at the reorganization meeting and can be forwarded to the OCUA and Stafford Township. 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 M. Manno, Township Clerk-via email
Roger Budd, Water and Sewer Utility Manager-via email
Kurt Otto, PE, Township Engineer-via email



THE OCEAN COUNTY UTILITIES AUTHORITY

Serving Ocean County & Southern Monmouth County

JOHN C. PARKER, CHAIRMAN
ALAN W. AVERY, JR., VICE CHAIRMAN
F. FRANK SADEGHI, TREASURER
CAROL A. SCULL, SECRETARY
ROBERT TOSCAN
WATSON F. PHARO
HELEN FAYAD
REVEREND OSCAR L. CRADLE
SAM ELLENBOGEN
JAMES A. DALY
CARMEN E. AMATO, JR., ALTERNATE
MENASHE P. MILLER, ALTERNATE

KEITH B. MARCOON, P.E., EXECUTIVE DIRECTOR

December 15, 2023
Via email: mlisella@barnegat.net

Mr. Martin Lisella, Township Administrator
Barnegat Township
900 West Bay Avenue
Barnegat, New Jersey 08005

Re: Review Draft Three-Party Agreement
Barnegat Township, Stafford Township, and OCUA

Dear Mr. Lisella:

Enclosed for your review and comment please find a draft copy of the Three Party Agreement between Barnegat Township, Stafford Township and the Ocean County Utilities Authority. Also enclosed for your use please find a copy of Resolution No. 23-12332 regarding this agreement.

Should you have any questions please do not hesitate to contact me via email at rmcgloughlin@ocua.com or by phone at 732.269.4500 extension 8264.

Sincerely,

Robert G. McGlaughlin
Planning/Metering Specialist

RGM:ls SAE & CON&ENG\PLANNING\AGREEMENTS\AGREEMENTS - THREE
PARTY\Barnegat_Stafford_OCUA\2023-12-14 L Barnegat Twp -REVIEW 3-party agreement.

Enclosures

- c. Keith B. Marcoon, Executive Director
William T. Suchodolski, Director Engineering and Construction
Frank Dupignac, Esq. FDupignac@hdsdlaw.com
Matthew von der Hayden, Stafford Township Administrator mvonderhayden@staffordnj.gov



THE OCEAN COUNTY UTILITIES AUTHORITY
501 HICKORY LANE
BAYVILLE, NEW JERSEY 08721

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__

BETWEEN: THE OCEAN COUNTY UTILITIES AUTHORITY, a public body politic and corporate of the State of New Jersey, having its principal offices at 501 HICKORY LANE, BAYVILLE, NEW JERSEY 08721, hereinafter referred to as "AUTHORITY"

AND: BARNEGAT TOWNSHIP, a body politic and corporate of the State of New Jersey, having its offices at 900 WEST BAY AVENUE, BARNEGAT, NEW JERSEY 08005 hereinafter referred to as "BARNEGAT"

AND: STAFFORD TOWNSHIP, a body politic and corporate of the State of New Jersey, having its offices at 260 EAST BAY AVENUE, MANAHAWKIN, NEW JERSEY 08050, hereinafter referred to as "STAFFORD"

Otherwise, known as the PARTIES to this AGREEMENT.

WITNESSETH:

WHEREAS, the AUTHORITY is charged with the responsibility and obligation of reviewing and approving all plans and specifications for proposed treatment facilities and sewer extensions within its Service Area and its participating customer areas; and

WHEREAS, BARNEGAT desires to allow for development within the designated Southern Sewer Service Area of BARNEGAT to be served by STAFFORD; and

WHEREAS, in 1996, BARNEGAT and STAFFORD entered into an INTERLOCAL SERVICE AGREEMENT allowing for the conveyance of sanitary sewer flow from a portion of BARNEGAT into STAFFORD; and

WHEREAS, on August 28, 2000 the NJDEP adopted a revision to the Ocean County Water Quality Management Plan, transferring a portion of a Participant's service area in BARNEGAT, from the AUTHORITY's Central Service Area to the AUTHORITY's Southern Service Area; and

WHEREAS, the AUTHORITY adopted Resolution No. 05-8298 on August 25, 2005 authorizing the execution of a Three-Party Agreement consenting to STAFFORD providing sewerage service in BARNEGAT, which is outside of its jurisdiction; and

WHEREAS, since the execution of the previous Three-Party Agreement between the parties (Resolution No. 05-8298), additional amendments and/or revisions to the Ocean County Water Quality Management Plan have been adopted which realigned boundaries between the Southern and Central Planning Areas west of the Garden State Parkway, the most recent which is approved December 30, 2015; and

WHEREAS, this Three-Party Agreement specifically names the Horizons at Barnegat (164 connections at this time) and Paramount Homes Barnegat (262 connections at this time), as the area of BARNEGAT that are covered by this Three-Party Agreement; and

WHEREAS, the list of the Lot and Block numbers for each connection included in this Three-Party Agreement is on file with each PARTY; and

WHEREAS, the number of connections in this area of BARNEGAT will increase over time and be added to the current connection count; and

WHEREAS, the AUTHORITY has no facilities to provide direct service to this area of BARNEGAT now within the Southern Sewer Service Area, and STAFFORD has agreed to convey wastewater emanating from this area to the AUTHORITY; and

WHEREAS, under Article III-C of the Service Agreement between STAFFORD and the AUTHORITY, the AUTHORITY must give its written consent to STAFFORD's plan to provide sewerage service to areas outside of its jurisdiction; and

WHEREAS, the AUTHORITY, STAFFORD, and BARNEGAT have in 2023 agreed upon necessary revisions to the manner in which the AUTHORITY bills STAFFORD, and correspondingly, the manner in which STAFFORD shall bill BARNEGAT for wastewater flow emanating from BARNEGAT and flowing into and through STAFFORD to the AUTHORITY, necessitating a new Three-Party Agreement; and

WHEREAS, for the connections that are the subject of this Three Party Agreement the AUTHORITY shall bill STAFFORD at the unit flow rate per connection equal to 110 gallons-per-day (FIXED CONTRIBUTION RATE); and

WHEREAS, the AUTHORITY by this Three-Party Agreement consents to providing sanitary sewer service to the designated Southern Sewer Service Area of BARNEGAT, as adopted on December 30, 2015 by the NJDEP, which is depicted on the OCEAN COUNTY WASTEWATER MANAGEMENT PLAN, as prepared by The Ocean County Department of Planning, dated January 8, 2015, and

WHEREAS, servicing this portion of BARNEGAT by the AUTHORITY through STAFFORD is consistent with the present Ocean County Water Quality Management Plan; and

WHEREAS, the AUTHORITY is willing to approve projects and their connections to BARNEGAT facilities in accordance with the terms and conditions stated herein; and

WHEREAS, the AUTHORITY has on November 30, 2023 adopted Resolution No. 23-12332 authorizing the execution of a Three-Party Agreement consenting to STAFFORD providing sewerage service to areas covered by this Three-Party Agreement in BARNEGAT; and

WHEREAS, these terms and conditions are acceptable to STAFFORD, BARNEGAT, and the AUTHORITY;

IT IS THEREFORE AGREED between the parties as follows:

1. The AUTHORITY, by this Agreement, hereby gives its consent to serving the area of BARNEGAT located within the designated Southern Sewer Service Area of BARNEGAT through the wastewater collection system of STAFFORD.

2. The discharge of wastewater by BARNEGAT and the acceptance of the wastewater by STAFFORD shall not be construed by any party to mean that the facilities of STAFFORD, into which this wastewater is being discharged, shall in any way whatsoever be deemed to be regional lines or facilities, and does not in any way obligate the AUTHORITY to purchase, acquire or incorporate same into its regional sewerage system or to participate in any manner in the operation, maintenance, repair or replacement of same.

3. (a) The AUTHORITY will bill STAFFORD for the wastewater flow emanating from this area of BARNEGAT in accordance with the terms and conditions of its Service Agreement with STAFFORD, and supplements thereof, without differentiating this wastewater from wastewater emanating from within the confines of BARNEGAT.

3. (b) STAFFORD shall provide to the AUTHORITY the number of residential sanitary sewer connections that make up the billing associated with this three-party agreement at a minimum on a quarterly basis.

4. STAFFORD and BARNEGAT agree that the Service Agreements between STAFFORD and the AUTHORITY, and the Service Agreement between BARNEGAT and the AUTHORITY, incorporate into this AGREEMENT by reference the Sewer Use Rules and Regulations of the AUTHORITY and the requirements for Industrial Discharge Permits issued by the AUTHORITY. STAFFORD and BARNEGAT agree to impose these same terms and conditions of the Service Agreements to any sewage discharge from BARNEGAT through STAFFORD facilities and on to the AUTHORITY. STAFFORD and BARNEGAT further agree to impose any additional terms and conditions relating to any sewage discharged from BARNEGAT that may be imposed on them by the AUTHORITY.

5. Any surcharges which are applicable in accordance with the Service Agreements between the AUTHORITY and STAFFORD and BARNEGAT which apply to properties located in BARNEGAT shall be billed by the AUTHORITY directly to BARNEGAT in conformance with the provisions of the existing Service Agreement.

IN WITNESS WHEREOF, the AUTHORITY, STAFFORD, and BARNEGAT have caused their respective corporate seals to be hereunto affixed and attested, and these presents to be signed by their respective officers thereto duly authorized and this Agreement to be dated as of the date and year first above written.

ATTEST: THE OCEAN COUNTY UTILITIES AUTHORITY

BY: _____
John C. Parker, Chairman

ATTEST: BARNEGAT TOWNSHIP

BY: _____
Martin Lisella, Administrator

ATTEST: STAFFORD TOWNSHIP

BY: _____
Matthew Von der Hayden, Administrator



THE OCEAN COUNTY UTILITIES AUTHORITY

501 HICKORY LANE
BAYVILLE, NEW JERSEY 08721

RESOLUTION No.: 23-12332

DATE: NOVEMBER 30, 2023

WHEREAS, the Ocean County Utilities Authority (AUTHORITY) is charged with the responsibility and obligation of reviewing and approving all plans, specifications and New Jersey Department of Environmental Protection (NJDEP) Treatment Works Approvals for proposed facilities and sewer extensions within its Service Area and its participating customer areas; and

WHEREAS, under Article III(c) of the Service Agreement between the AUTHORITY and Barnegat Township (BARNEGAT), and the AUTHORITY and Stafford Township (STAFFORD), the AUTHORITY must give its written consent to Participants to deliver and discharge into the Trunk System of the AUTHORITY, which is outside of a Participant's jurisdiction; and

WHEREAS, in 1996 BARNEGAT and STAFFORD entered into an INTERLOCAL SERVICE AGREEMENT allowing the conveyance of sanitary sewer flow from a portion of BARNEGAT into STAFFORD; and

WHEREAS, on August 28, 2000 the NJDEP adopted a revision to the Ocean County Water Quality Management Plan (OCWQMP), transferring a portion of the Authority's Central Service Area in BARNEGAT to the Authority's Southern Service Area; and

WHEREAS, the AUTHORITY has no facilities in this area of the Central Service Area to provide direct service to BARNEGAT; and

WHEREAS, providing regional sewer service to this portion of BARNEGAT by the AUTHORITY through STAFFORD is consistent with the OCWQMP; and

WHEREAS, in 2005 the AUTHORITY by Resolution (Resolution No. 05-8298) consented to: discharge and delivery of sewerage emanating from a portion of BARNEGAT into STAFFORD, and to the execution of a Three-Party Agreement; and

WHEREAS, additional amendments and/or revisions to OCWQMP have been adopted which realigned boundaries between the Southern and Central Service Areas west of the Garden State Parkway, the most recent which is approved December 30, 2015; and

WHEREAS, the AUTHORITY has worked with BARNEGAT and STAFFORD to identify recommended revisions to the sanitary sewer flows emanating from these areas; and

WHEREAS, the AUTHORITY, BARNEGAT and STAFFORD have agreed upon necessary revisions to the manner in which the AUTHORITY bills STAFFORD, and STAFFORD bills BARNEGAT for sanitary sewer flow emanating from BARNEGAT and into and through STAFFORD to the AUTHORITY, necessitating a new Three-Party Agreement; and

WHEREAS, the AUTHORITY is willing to approve projects and their connections to BARNEGAT facilities in accordance with the terms and conditions stated herein; and

NOW, THEREFORE, BE IT RESOLVED by the COMMISSIONERS of THE OCEAN COUNTY UTILITIES AUTHORITY as follows:

1. That the AUTHORITY's Chairman is hereby authorized to execute and enter into a new three-party agreement with BARNEGAT and STAFFORD consenting to serve the additional areas of BARNEGAT, through the wastewater collection system of both BARNEGAT and the STAFFORD.
2. That the AUTHORITY will only bill STAFFORD for the wastewater flow emanating from BARNEGAT in accordance with the terms and conditions of its Service Agreement with STAFFORD, without differentiating this wastewater emanating from within the confines of BARNEGAT or STAFFORD systems.
3. This action is subject to the 10-day review period provided by S763, N.J.S.A. 40:14B-14
4. That a certified copy of this resolution be forwarded to:
 - a. Barnegat Township
 - b. Stafford Township

I, LISA CONTESSA, Assistant Secretary of The Ocean County Utilities Authority, do hereby certify that the foregoing is a true copy of a Resolution adopted by The Ocean County Utilities Authority on the 30th day of November, 2023.



Lisa Contessa, Assistant Secretary

RESOLUTION NO. 2024 – 59

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AWARDING BID FOR THE 2022 SANITARY SEWER
CAPITAL IMPROVEMENT PROJECT FOR
HERITAGE & 4TH STREET PUMP STATION**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, (the "Township") has solicited bids for the fiscal year 2022 Sanitary Sewer Capital Improvement Program for improvements at Heritage and 4th Street Pump Station (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 B&H Contracting Inc. for a base bid of \$201,440.00; and

WHEREAS, the bid also included an Alternate; and

WHEREAS, the Township's Consulting Engineer Alaimo Group reviewed the bid and recommended an award of the bid for the base bid only in the amount of \$201,440.00 as indicated in the Consulting Engineer's December 18, 2023 review memorandum which is attached hereto and made a part hereof; and

WHEREAS, the Township accepts the recommendation of its professional staff; and

BE IT FURTHER RESOLVED that the funds, in an amount not to exceed \$201,440.00, are hereby appropriated in the following line item appropriation(s), and is hereby certified by the Certified Municipal Finance Officer as of the adoption of this resolution.

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

Line Item:

W/ 08-55-600-576


Thomas Lombarski, CFO

DASTI & STAIGER

ATTORNEYS AT LAW

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

NOW THEREFORE BE IT RESOLVED on this **1st day of January, 2024**, by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township hereby awards the bid to B&H Contracting Inc. for the base bid amount of \$201,440.00 subject to the Township's budgetary constraints.

2. All the other provisions set forth in the bid are incorporated herein by reference.

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

- (a) Joe Marte, Mayor;
- (b) Martin J. Lisella, Township Administrator;
- (c) Thomas Lombarski, CFO;
- (d) Roger Budd, Water/Sewer Supervisor;
- (e) Kurt Otto, PE, Township Engineer;
- (f) Christopher J. Dasti, Esq., Township Attorney; and
- (g) Richard E. Drewes, PE, Alaimo Group
- (h) B&H Contracting 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 of said Township at their reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

DASTI & STAIGER
ATTORNEYS AT LAW

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



Alaimo Group

200 High Street, Mount Holly, New Jersey 08060 ♦ Tel: 609-267-8310 ♦ Fax: 609-845-0302
201 Willowbrook Boulevard, Wayne, NJ 07470 ♦ Tel: 973-523-6200 ♦ Fax: 973-523-1765

December 18, 2023

Mayor and Township Committee
Barnegat Township
900 West Bay Avenue
Barnegat, NJ 08005

Attn: Donna Manno, Municipal Clerk

Re: Township of Barnegat
2022 Sanitary Sewer Capital Improvement
Program
Heritage & 4th Street Pump Station
Contract No. 2023-2
Recommendation of Award
Alaimo File No. A-0370-0013-000

Dear Ms. Manno:

Only one (1) bid was received for the referenced project on Tuesday, November 21, 2023, at 10:00 A.M. The total bid and alternate bids are summarized on the enclosed base and alternate bid tabulation prepared by our office. B & H Contracting, Inc., at a total of \$368,095.00 for the Base Bid and Alternate "A" is, the only bidder.

Based on our review of the submitted proposal, bid documents, our Engineers estimate, contractor workload and discussions with the contractors regarding the base bid items we recommend that B & H Contracting Inc. be awarded only the Heritage Base Bid in the amount of \$201,440.00.

1. Certification of available funds for the project by the Barnegat Chief Financial Officer.
2. Review and approval of the proposal and bid documentation by the Barnegat Solicitor, including the review of all of the bids submitted, the bid bond and surety from the low bidder relative to licensing to do business in the State of New Jersey and appearance on the current list of "Surety Companies Acceptable on Federal Bonds", U.S. Treasury Department, and submission of the required bonds and insurance certificates for the project.

- Consulting Engineers -

Civil • Structural • Mechanical • Electrical • Environmental • Planners

Ms. Donna Manno,
Municipal Clerk

- 2 -

December 18, 2023

Please recommend to the Township Committee that subject to the above conditions, this Heritage Base Bid Contract be awarded by Resolution, at the January 1, 2024 Barnegat Township reorganization meeting

By copy of this letter, we are requesting the Township Attorney prepare the necessary Resolution of Award. Upon execution, please have four (4) signed and sealed copies of the Resolution forwarded to our office for further execution.

Very truly yours,

ALAIMO GROUP


Richard E. Drewes, P.E.,
Associate

RED/dal
Enclosures

cc: Martin J. Lisella, Jr., Administrator, Barnegat Township
Christopher J. Dasti, Esquire, Dasti & Associates, P.C.
Thomas Lombarski, Chief Financial Officer, Barnegat Township
Kurt Otto, P.E., C.M.E., C.F.M., Engineer, Barnegat Township
Roger Budd, Jr., Water and Sewer Director, Barnegat Township
Kevin Houser, Pres., B & H Contracting, Inc.
Wayne D. Simpson, P.E., Senior Associate, Alaimo Group
Miles Powell, Senior Associate, Alaimo Group
Jack Nagle, P.E., Senior Project Engineer/Construction Manager, Alaimo Group
Carter Smith, EIT, Senior Project Manager, Alaimo Group

DASTI & STAIGER

Christopher J. Dasti
Lauren R. Staiger

ATTORNEYS AT LAW

310 Lacey Road | P.O. Box 779
Forked River, NJ 08731

☎ 609-549-8990
☎ 609-549-5043

DastiLaw.com

Jeffrey D. Cheney
Brian R. Clancy
Brigit P. Zahler*
Christopher A. Khatami
William J. Oxley

*Also admitted in NY

File No.: GL-2042

December 20, 2023

Via Email

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

Re: Resolution Awarding Bid for the 2022 Sanitary Sewer Capital Improvement Project for Heritage & 4th Street Pump Station

Dear Donna:

Enclosed please find a **proposed** resolution authorizing awarding bid for the 2022 Sanitary Sewer Capital Improvement Project for **Heritage** and 4th Street Pump Station. It can be placed on the **agenda** for the next **Township Committee meeting**.

If you have any **questions** or need **anything** further, please contact me.

Very truly yours,

s/ Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD:ll

Enc.

cc: Pasquale Papi, Mayor-via email
Joseph Marte, Deputy Mayor-via email
Martin Lisella, Township Administrator-via email
Tom Lombarski, CFO-via email
Kurt Otto, PE, Township Engineer-via email
Roger Budd, Water/Sewer Supervisor-via email

RESOLUTION 2024-60

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, 2024 through December 31, 2024; 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 of said Township at their reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2024, by and **BETWEEN: THE TOWNSHIP OF BARNEGAT**, a municipal corporation of the State of New Jersey, having its offices located on 900 W Bay Avenue, Barnegat, NJ, hereinafter referred to as “Municipality”.

AND: THE COUNTY OF OCEAN, a body politic of the State of New Jersey, having its offices at the Administration Building, 101 Hooper Avenue, P.O. Box 2191, Toms River, New Jersey, 08754 hereinafter referred to as “County”.

WHEREAS, by Resolution of the Committee of The Township of Barnegat dated _____, 2024, authorization was given to enter into a Shared Services Agreement with the County of Ocean for Police services – **Ocean County Narcotics Strike Force** (hereinafter **referred to as “NSF”**); and

WHEREAS, the NSF is a program run by the Ocean County Prosecutor’s Office (hereinafter “Prosecutor’s Office”) for the purpose of combating the growing Gang element and enforcing the firearm and anti-drug laws of the State of New Jersey; and

WHEREAS, the NSF receives funding from the Ocean County Board of Chosen Freeholders; and

WHEREAS, the Prosecutor’s Office and the Municipality have determined it to be in their mutual interest for the Municipality to designate certain police officers to be assigned to the NSF; and

WHEREAS, the Prosecutor’s Office and the Municipality wish to enter into a Shared Services Agreement pursuant to New Jersey State Statute, known as the “Uniform Shared Services and Consolidation Act”, P.L. 2007, c.63 (N.J.S.A. 40A:65-1 et seq.): and

WHEREAS, the Municipality wishes to enter into an Agreement with the County for the purpose of setting the terms and conditions regarding the assignment of police officers employed by the Municipality to the **NSF**;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, the parties hereby agree to and with each other as follows:

1. **DESIGNATION OF POLICE OFFICERS FOR ASSIGNMENT TO THE NSF:** Upon request by the County, the Municipality shall designate those police officers to be assigned to the **NSF** and shall provide the County with a list of those police officers.

2. **RESPONSIBILITIES OF MUNICIPALITY:** The Municipality agrees that it shall have the following responsibilities during the term of this Agreement:

(a). The Municipality will provide departmental in-service training to those police officers assigned to the **NSF**.

(b). The Municipality will be responsible for conducting weapons qualifications for those police officers assigned to the **NSF** with the exception of those instances in which the police officers are provided with weapons from the Prosecutor’s Office. In those cases, the County will conduct the weapons qualifications.

3. **RESPONSIBILITIES OF COUNTY:** The County agrees that it shall have the following responsibilities during the term of this Agreement:

- (a) The County shall be responsible for conducting weapons qualifications for those police officers assigned to the **NSF** where the Prosecutor's Office provides the police officers with weapons.
- (b) The County will arrange for advanced narcotic and drug training for the police officers assigned to the **NSF** at County expense and will provide the Municipality with copies of documents reflecting such training.
- (c) The County will forward to the Municipality a schedule of any training attended by or instructed by the police officers assigned to the **NSF**.
- (d) The County will be responsible for scheduling and documenting work hours, vacation time, sick leave and all other leave of the police officers assigned to the **NSF**. The County shall insure that police officers assigned to the **NSF** follow the leave policies of the Municipalities.
- (e) The County shall provide the Municipal Police Department with information on current investigations within the Municipality during scheduled briefings.
- (f) The County will provide any required vehicles and maintenance costs associated with same. If the Municipality agrees to provide a vehicle(s) the County will provide fuel for the vehicle(s). The Municipality will provide maintenance, insurance, and registration for all Municipal vehicles provided.

4. **COMPENSATION:** The Municipality shall pay its police officers for their hours worked for the NSF at their current salary to include all overtime and compensatory time.

5. **NSF MUNICIPALITY PARTICIPATION STIPEND:** When a municipality participates in the Task Force (NSF) for 12 consecutive months, that municipality will receive a \$10,000 stipend per officer assigned to be paid by the County from either the County Law Enforcement Trust Fund and/or the Federal Law Enforcement Trust Fund to the Municipality's Special Law Enforcement Trust Account. Participation is defined as a Municipality having an officer assigned to the Task Force (NSF) for twelve consecutive months. It is further agreed that due to an injury or other situation(s) if agreed upon by the Municipality and the County, a Municipality can re-assign a different Police Officer(s) during the twelve-month period to satisfy the consecutive twelve-month participation requirement of this Shared Services Agreement. The Municipality and the County agree and understand that the Municipality shall share in the forfeiture of monies and/or other items seized by the NSF during the Municipal Officer's assignment to the NSF. The amount of the shared asset(s) shall be determined by the County Prosecutor at the time of disbursement

6. **SEPARATE ACCOUNTS:** Each of the parties hereto agrees to hold the funds to be disbursed hereunder in a separate budget appropriation line and further agrees that the funds to be disbursed hereunder shall be handled as part of a Shared Services Agreement. The parties further agree that the accounts will be subject to the standard accounting requirements and practices promulgated by New Jersey Statutes.

7. **AUDIT:** Each of the parties hereto agrees to conduct an annual audit of any funds received or expended hereunder to insure compliance with this Agreement. This audit requirement may be part of the Municipality's annual audit.

8. **TERM:** This Agreement shall become effective on January 1, 2024 and shall continue in full force and effect until December 31, 2024.

9. **TERMINATION:** Either party to this Agreement may, by giving written notice to the other party, terminate this Agreement.

10. **RELATIONSHIP OF PARTIES:** The police officers assigned to the Prosecutor's Office pursuant to this Agreement are not and shall not be considered agents or employees of the County.

11. **VIOLATIONS OF RULES AND REGULATIONS OF MUNICIPAL POLICE DEPARTMENT:** During the time of their assignment to the Prosecutor's Office, the police officers shall continue to be governed by the rules and regulations of the Municipal Police Department. In the event of any violation of said rules and regulations, the police officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.

12. **VIOLATIONS OF RULES AND REGULATIONS OF PROSECUTOR'S OFFICE:** The Prosecutor's Office shall assume responsibility for the actions of the police officers during the period of their service in the NSF and shall handle disciplinary action for the violation of the rules and regulations of the Prosecutor's Office. In its discretion, the Prosecutor's Office shall investigate any alleged violations of its rules and regulations and violations of public trust. The Prosecutor's Office shall file a written report of any alleged violations with the Chief of Police of the Municipal Police Department, long with a report of the investigation, any conclusions reached and subsequent disciplinary action, if any.

13. **ASSIGNABILITY:** The Municipality shall not assign or transfer any of the work or services to be performed hereunder or any other interest in this Agreement without the prior written approval of the County.

14. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement between the parties and no modification hereof shall be effective unless in writing, signed by the party to be charged therewith. This Agreement shall supersede any other understanding or correspondence that may have been exchanged between the parties on the subject matter hereof.

15. **BINDING EFFECT** This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the County and the Municipality, enforceable in accordance with its terms, and it shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused those presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and year first above written.

ATTEST: TOWNSHIP OF BARNEGAT

MUNICIPAL, CLERK

BY: _____
MUNICIPAL, MAYOR

ATTEST: OCEAN COUNTY PROSECUTOR'S OFFICE

PROSECUTOR'S OFFICE
SECRETARY

BY: _____
PROSECUTOR BRADLEY D. BILLHIMER
OCEAN COUNTY PROSECUTOR

RESOLUTION 2024-61

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
ACCEPTING CHANGE ORDERS #45, 46 & 47 FROM
FRANKOSKI CONSTRUCTION COMPANY
FOR THE NEW MUNICIPAL BUILDING**

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

WHEREAS, Frankoski Construction Company has submitted a request for change orders to the original contract price of \$12,964,000.00; and

WHEREAS, this work was not included in the original scope of work, however would be beneficial to the New Municipal Building; and

WHEREAS, the Project Architect along with the Township Consultant has inspected and reviewed the documents submitted by the contractor and recommends acceptance of Change Order #45, 46 & 47, totaling \$-19,489.84 from Frankoski Construction Company as per explanation below;

Original Contract Amount:	\$ 12,964,000.00
Previously approved Change Orders: as of December, 2023	<u>\$ 696,459.30</u>
Contract amount as of December, 2023:	<u>\$ 13,660,459.30</u>

CHANGE ORDER #45: <i>Modify the Courtroom Registers</i>	\$ 594.00
---	------------------

CHANGE ORDER #46: <i>Reimburse the Twp for 2 months for Const. Manager</i>	\$ -10,000.00
--	----------------------

CHANGE ORDER #47: <i>Reimburse the Twp for Utility Bills from General Contractor</i>	\$ -10,083.84
--	----------------------

TOTAL AMOUNT OF CHANGE ORDER #45-47	<u>\$ -19,489.84</u>
--	-----------------------------

New Contract Amount:	\$ 13,640,969.46
-----------------------------	-------------------------

WHEREAS, the Chief Financial Officer (“CFO”) does hereby certify the availability of funds with respect to approving change orders #45 - 47 to Frankoski Construction Company, 314 Dodd Street, East Orange, NJ in the amount of \$-19,489.84; and

Net Increase Percentage over original contract amount: 5.22%

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

C-04-55-963-904
Line Item(s)


Thomas Lombarski, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Barnegat that Change Order #45 - 47 in the amount of \$-19,489.84 has been approved for the New Municipal Building.

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024

Donna M. Manno, RMC
Municipal Clerk

CHANGE ORDER

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

Change Order # General 45
Initiation Date: 11/10/23
Architect's Ref: BMPC
Contract No.: 1
Contract Date: 12/15/20
Constr. Period: 660
Copies: copiesVar

Contractor: Greg Frankoski, Project Executive
FRANKOSKI CONSTRUCTION
314 Dodd Street
East Orange, NJ 07017

You are directed to make the following changes in this Contract:

MODIFY THE COURTROOM REGISTERS:

Pricing is in accordance with PCO #56.

Add \$ 594.00

The original Contract Sum.....	\$	12,964,000.00
Net change by previously authorized Change Orders.....	\$	696,459.30
The Contract Sum prior to this Change Order was.....	\$	13,660,459.30
The Contract Sum will be changed by this Change Order.....	\$	594.00
The new Contract Sum including this Change Order will be.....	\$	13,661,053.30
The Contract Time will be changed by.....		0 days
The total change in the Date of Substantial Completion as of this C.O. is therefore....		86.00 days

Authorized by ARCHITECT
Eliot Goldstein, AIA, Partner
THE GOLDSTEIN PARTNERSHIP
515 Valley Street, Suite 110
Maplewood, NJ 07040

Authorized by: OWNER
Pasquale Pipi, Mayor
BARNEGAT TOWNSHIP
900 West Bay Avenue
Barnegat, NJ 08005

By:  Date: 11/10/23

By:  Date: 12-6-2023

Agreed to by CONTRACTOR
Greg Frankoski, Project Executive
FRANKOSKI CONSTRUCTION
314 Dodd Street
East Orange, NJ 07017

By:  Date: 12.5.23

CHANGE ORDER

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

Change Order # General 46
Initiation Date: 11/16/23
Architect's Ref: BMPC
Contract No.: 1
Contract Date: 12/15/20
Constr. Period: 660

Contractor: Greg Frankoski, Project Executive
 FRANKOSKI CONSTRUCTION
 314 Dodd Street
 East Orange, NJ 07017

Copies: copiesVar

You are directed to make the following changes in this Contract:
REIMBURSE THE TOWNSHIP FOR 2 MONTHS OF TIME BY THE CONSTRUCTION MANAGER:

Pricing is \$5,000.00 per month.

Deduct \$ -10,000.00

The original Contract Sum.....	\$	12,964,000.00
Net change by previously authorized Change Orders.....	\$	697,053.30
The Contract Sum prior to this Change Order was.....	\$	13,661,053.30
The Contract Sum will be changed by this Change Order.....	\$	-10,000.00
The new Contract Sum including this Change Order will be.....	\$	13,651,053.30
The Contract Time will be changed by.....		0 days
The total change in the Date of Substantial Completion as of this C.O. is therefore.....		86.00 days

Authorized by ARCHITECT
 Eliot Goldstein, AIA, Partner
 THE GOLDSTEIN PARTNERSHIP
 515 Valley Street, Suite 110
 Maplewood, NJ 07040

Authorized by: OWNER
 Pasquale Pipi, Mayor
 BARNEGAT TOWNSHIP
 900 West Bay Avenue
 Barnegat, NJ 08005

By:  Date: 11/16/23

By:  Date: 12-15-23

Agreed to by CONTRACTOR
 Greg Frankoski, Project Executive
 FRANKOSKI CONSTRUCTION
 314 Dodd Street
 East Orange, NJ 07017

By:  Date: 12.5.23

CHANGE ORDER

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

Change Order # General 47 **Copies:**
Initiation Date: 11/16/23
Architect's Ref: BMPC **copiesVar**
Contract No.: 1
Contract Date: 12/15/20
Constr. Period: 660

Contractor: Greg Frankoski, Project Executive
 FRANKOSKI CONSTRUCTION
 314 Dodd Street
 East Orange, NJ 07017

You are directed to make the following changes in this Contract:

REIMBURSE THE TOWNSHIP FOR UTILITY BILLS THAT THE GC WAS REQUIRED TO PAY:

Pricing was taken from the utility bills associated with the subject building.

Deduct \$ -10,083.84

The original Contract Sum.....	\$	12,964,000.00
Net change by previously authorized Change Orders.....	\$	687,053.30
The Contract Sum prior to this Change Order was.....	\$	13,651,053.30
The Contract Sum will be changed by this Change Order.....	\$	-10,083.84
The new Contract Sum including this Change Order will be.....	\$	13,640,969.46
The Contract Time will be changed by.....		0 days
The total change in the Date of Substantial Completion as of this C.O. is therefore.....		86.00 days

Authorized by ARCHITECT
 Eliot Goldstein, AIA, Partner
 THE GOLDSTEIN PARTNERSHIP
 515 Valley Street, Suite 110
 Maplewood, NJ 07040

Authorized by: OWNER
 Pasquale Pipi, Mayor
 BARNEGAT TOWNSHIP
 900 West Bay Avenue
 Barnegat, NJ 08005

By:  Date: 11/16/23

By:  Date: 12-6-2023

Agreed to by CONTRACTOR
 Greg Frankoski, Project Executive
 FRANKOSKI CONSTRUCTION
 314 Dodd Street
 East Orange, NJ 07017

By:  Date: 12.5.23

RESOLUTION 2024-62

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING PROGRESS PAYMENT #31 TO FRANKOSKI CONSTRUCTION CO. FOR THE NEW MUNICIPAL BUILDING AND CHECK MADE PAYABLE TO TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

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 #31 in the amount of \$208,515.58; 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 #31 in the amount of \$208,515.58 is hereby approved, the Chief Financial Officer is hereby authorized to issue a check in care of Frankoski Construction Co., 314 Dodd Street, East Orange, NJ in the amount of \$208,515.58 and the check to be made payable to Travelers Casualty and Surety Company of America representing Payment #31 for work completed on the New Municipal Building

Original Contract Sum:	\$ 12,964,000.00
<i>Net Change by Change Orders</i>	\$ 696,459.30
Contract Sum to date:	\$ 13,660,459.30
Total completed & stored to date:	\$ 11,470,771.38
Less Retainage of 2%:	\$ 229,415.43
Total earned less retainage:	\$ 11,241,355.95
Less previous payments:	\$ 11,032,840.37
Check to Legacy Construction	\$ 9,290.00
Check to Travelers Casualty	\$ 199,225.58
Total Payment #31 Due:	<u>\$ 208,515.58</u>
Balance to Finish including Retainage:	\$ 2,419,103.35

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024

Donna M. Manno, RMC
Municipal Clerk

THE GOLDSTEIN PARTNERSHIP
TRANSMITTAL

FOUNDED IN 1953
ARCHITECTS
ENGINEERS
PLANNERS
CONSULTANTS

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: **12/14/23**

Trans: **43**

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	Pay Application #31, \$208,515.58	

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

Comments:

Notes:

By:



APPLICATION AND CERTIFICATION FOR PAYMENT

A/A DOCUMENT G702

TO OWNER:	Township of Barnegat 900 West Bay Avenue Barnegat, NJ 08005	PROJECT:	BMPC New Municipal Building 900 West Bay Avenue Barnegat, NJ 08005	APPLICATION NO:	31	Distribution to:	<input checked="" type="checkbox"/> OWNER
FROM CONTRACTOR:	Frankoski Construction Co. 314 Dodd Street East Orange, NJ 07017	VIA ARCHITECT:	The Goldstein Partnership 515 valley Street, Suite 110 Maplewood, NJ 07040	PERIOD TO:	Nov 30th 2023	<input checked="" type="checkbox"/> ARCHITECT	<input checked="" type="checkbox"/> CONTRACTOR
				CONTRACT DATE:	October 6, 2020	<input checked="" type="checkbox"/> FIELD	<input type="checkbox"/> OTHER
				PROJECT NOS:	BMPC		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$12,964,000.00
 2. NET CHANGE BY CHANGE ORDERS \$696,459.30
 3. CONTRACT SUM TO DATE (Line 1±2) \$13,660,459.30
 4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) \$11,470,771.38
 5. RETAINAGE:
 a. 2 % of Completed Work (Column D + E on G703) \$229,415.43
 b. 2 % of Stored Material (Column F on G703) \$0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$229,415.43

6. TOTAL EARNED LESS RETAINAGE \$11,241,355.95
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$11,032,840.37
 8. CURRENT PAYMENT DUE \$208,515.58
 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$2,419,103.35
 (Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$757,518.07	(\$84,267.80)
Total approved this month	\$46,091.34	(\$22,882.31)
TOTAL	\$803,609.41	(\$107,150.11)
NET CHANGES by Change Order		\$696,459.30

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

CONTRACTOR: [Signature] Date: 12/18/2023
 State of: New Jersey
 County of: Essex
 Subscribed and sworn to before me this 18 day of December
 Notary Public: Judith A. Luscher
 My Commission expires: 2-27-24

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.

AMOUNT CERTIFIED \$208,515.58
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm with the amount certified.)

ARCHITECT: [Signature] Date: 12/14/23
 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.

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CONTINUATION SHEET

A/A DOCUMENT G703

A/A Document, G703™ – 1992, Application and Certification for Payment, or G732™ – 2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainate for line item may apply.

APPLICATION NO: 31
 APPLICATION DATE: 12.13.23
 PERIOD TO: Nov 30th 2023
 ARCHITECT'S PROJECT NO: B MPC

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)		BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
A	B	C	D	E	F	G	H	I	
DIVISION 1 - GENERAL CONDITIONS									
1	GC Management	\$440,100.00	369,100.00	6,000.00		375,100.00	85.2%	\$65,000.00	\$7,502.00
2	Insurance	\$86,525.00	75,500.00	1,000.00		76,500.00	88.4%	\$10,025.00	\$1,530.00
3	Bond Fee	\$138,710.00	138,710.00			138,710.00	100.0%	\$0.00	\$2,774.20
4	Mobilization	\$40,000.00	40,000.00			40,000.00	100.0%	\$0.00	\$800.00
5	Demobilization	\$10,000.00	0.00			0.00		\$10,000.00	\$0.00
6	Miscellaneous Trade Cost and Site Logistics	\$175,600.00	158,500.00	1,500.00		160,000.00	91.1%	\$15,600.00	\$3,200.00
7	General Labor and Cleanup	\$99,962.00	88,450.00	1,200.00		89,650.00	89.7%	\$10,312.00	\$1,793.00
8	Temp Fence, Dump, Rentals, Trailers, Portaloah	\$81,780.00	72,550.00	1,000.00		73,550.00	89.9%	\$8,230.00	\$1,471.00
9	Winter Protection	\$10,000.00	9,000.00			9,000.00	90.0%	\$1,000.00	\$180.00
10	Procure	\$9,000.00	7,800.00	400.00		8,200.00	91.1%	\$800.00	\$164.00
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	186,250.00	2,000.00		188,250.00	87.8%	\$26,100.00	\$3,765.00
13	Asbestos Abatement / Plan	\$37,590.00	3,750.00			3,750.00	10.0%	\$33,840.00	\$75.00
14	Subgrade R/R 1200 CY Allowance	\$84,000.00	59,003.00			59,003.00	70.2%	\$24,997.00	\$1,180.06
15	CM Allowance	\$220,000.00	220,000.00			220,000.00	100.0%	\$0.00	\$4,400.00
DIVISION 2 - STEWORK									
16	Stework General Conditions	\$19,100.00	14,325.00			14,325.00	75.0%	\$4,775.00	\$286.50
17	Stework Mobilization	\$24,000.00	3,200.00			3,200.00	13.3%	\$20,800.00	\$64.00
18	Stework 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	6,000.00		100,125.00	53.2%	\$88,125.00	\$2,002.50
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%	\$0.00	\$550.00
25	Concrete Curbs	\$171,000.00	42,750.00			42,750.00	25.0%	\$128,250.00	\$855.00
26	Pavers	\$67,000.00	26,800.00			26,800.00	40.0%	\$40,200.00	\$536.00
27	Site Lighting Conduit (Excavation Only)	\$20,000.00	9,000.00			9,000.00	45.0%	\$11,000.00	\$180.00
28	Site Lighting Foundations	\$27,000.00	0.00			0.00		\$27,000.00	\$0.00
29	Basement Excavation and Backfill	\$103,000.00	103,000.00			103,000.00	100.0%	\$0.00	\$2,060.00
30	Irrigation System	\$32,000.00	0.00			0.00		\$32,000.00	\$0.00
31	DGABC Subbase	\$127,000.00	38,100.00			38,100.00	30.0%	\$88,900.00	\$762.00
32	Bituminous Base Course	\$207,000.00	62,100.00			62,100.00	30.0%	\$144,900.00	\$1,242.00
33	Permanent Fencing	\$51,000.00	0.00			0.00		\$51,000.00	\$0.00
34	Topping	\$14,000.00	2,800.00			2,800.00	20.0%	\$11,200.00	\$56.00
35	Fert & Seed	\$3,700.00	0.00			0.00		\$3,700.00	\$0.00
36	Landscaping Plants	\$32,000.00	0.00			0.00		\$32,000.00	\$0.00
37	Traffic Control	\$6,800.00	3,400.00			3,400.00	50.0%	\$3,400.00	\$68.00

CONTINUATION SHEET

AIA DOCUMENT G703

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

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

In tabulations below, amounts are in US dollars.

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

APPLICATION NO: 31

APPLICATION DATE: 12.13.23

PERIOD TO: Nov 30th 2023

ARCHITECT'S PROJECT NO: BMPC

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
39	Demolition of Building	\$80,000.00	0.00			0.00		\$80,000.00	\$0.00
40	Bituminous Surface Course	\$160,000.00	0.00			0.00		\$160,000.00	\$0.00
41	Roadway/Parking Striping	\$7,000.00	0.00			0.00		\$7,000.00	\$0.00
42	Temporary Paving	\$4,150.00	0.00			0.00		\$4,150.00	\$0.00
43	Traffic Signage	\$1,800.00	0.00			0.00		\$1,800.00	\$0.00
44	Benches and Trash Receptacles	\$42,000.00	0.00			0.00		\$42,000.00	\$0.00
45	Retaining Walls	\$9,000.00	0.00			0.00		\$9,000.00	\$0.00
46	Curved Retaining Walls	\$9,000.00	0.00			0.00		\$9,000.00	\$0.00
47	Sitework Closeout	\$2,000.00	0.00			0.00		\$2,000.00	\$0.00
48	Survey & Layout	\$11,100.00	7,500.00			7,500.00	67.6%	\$3,600.00	\$150.00
DIVISION 3 - CONCRETE									
49	Concrete Submittals	\$7,500.00	7,500.00			7,500.00	100.0%	\$0.00	\$150.00
50	Mobilization	\$12,500.00	12,500.00			12,500.00	100.0%	\$0.00	\$250.00
51	Excavation for Footings	\$25,415.00	25,415.00			25,415.00	100.0%	\$0.00	\$508.30
52	Backfill	\$14,120.00	14,120.00			14,120.00	100.0%	\$0.00	\$282.40
53	Footings- Strip and Spread-Basement/Rebar	\$69,212.00	69,212.00			69,212.00	100.0%	\$0.00	\$1,384.24
54	Foundation Walls-Basement	\$66,957.00	66,957.00			66,957.00	100.0%	\$0.00	\$1,339.14
55	Footings-Strip and Spread-North Side	\$51,505.00	51,505.00			51,505.00	100.0%	\$0.00	\$1,030.10
56	Foundation Walls-North Side	\$26,980.00	26,980.00			26,980.00	100.0%	\$0.00	\$539.60
57	Footings-Strip and Spread-South Side	\$48,402.00	48,402.00			48,402.00	100.0%	\$0.00	\$968.04
58	Foundation Walls-South Side	\$25,633.00	25,633.00			25,633.00	100.0%	\$0.00	\$512.66
59	Footings-Strip-Entrance Sign	\$30,289.00	0.00			0.00		\$30,289.00	\$0.00
60	Foundation Walls-Entrance Sign	\$28,632.00	0.00			0.00		\$28,632.00	\$0.00
61	Elevator Pit Mat and Walls	\$4,226.00	4,226.00			4,226.00	100.0%	\$0.00	\$84.52
62	Piers-Basement CL D	\$18,889.00	18,889.00			18,889.00	100.0%	\$0.00	\$377.78
63	Piers-Basement-North Wall	\$16,059.00	16,059.00			16,059.00	100.0%	\$0.00	\$321.18
64	Piers-South Side CL E	\$15,270.00	15,270.00			15,270.00	100.0%	\$0.00	\$305.40
65	Piers-North Side Column R-2 through R-5	\$14,831.00	14,831.00			14,831.00	100.0%	\$0.00	\$296.62
66	Piers-North Side -CL A	\$15,753.00	15,753.00			15,753.00	100.0%	\$0.00	\$315.06
67	Piers-North Side -CL B	\$61,242.00	61,242.00			61,242.00	100.0%	\$0.00	\$315.06
68	Slab on Grade Basement	\$6,740.00	6,740.00			6,740.00	100.0%	\$0.00	\$1,224.84
69	Concrete Ceiling at Cell Blocks	\$22,300.00	22,300.00			22,300.00	100.0%	\$0.00	\$134.80
70	Concrete Walls at Cell Blocks	\$128,258.00	128,258.00			128,258.00	100.0%	\$0.00	\$446.00
71	1st floor slab on grade and deck	\$98,026.00	98,026.00			98,026.00	100.0%	\$0.00	\$2,565.16
72	2nd floor slab on deck	\$4,435.00	4,435.00			4,435.00	100.0%	\$0.00	\$88.70
73	Set base plates	\$2,473.00	2,473.00			2,473.00	100.0%	\$0.00	\$49.46
74	Metal Stair Pan Fill	\$17,400.00	17,400.00			17,400.00	100.0%	\$0.00	\$212.50
75	Demobilization	\$8,700.00	8,700.00			8,700.00	100.0%	\$0.00	\$0.00
76	Punch List								
77	Closeout								

CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: 31
 APPLICATION DATE: 12.13.23
 PERIOD TO: Nov 30th 2023
 ARCHITECT'S PROJECT NO: BMPC

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G-C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
DIVISION 4 - MASONRY									
78	Submittals/Shops	\$3,500.00	3,500.00			3,500.00	100.0%		\$70.00
79	Mobilization	\$2,500.00	2,500.00			2,500.00	100.0%		\$50.00
80	8 inch and 4 inch exterior backup block material	\$7,000.00	7,000.00			7,000.00	100.0%		\$140.00
81	8 inch and 4 inch exterior backup block labor	\$35,000.00	35,000.00			35,000.00	100.0%		\$700.00
82	8 inch interior block partition material	\$13,000.00	13,000.00			13,000.00	100.0%		\$260.00
83	8 inch interior block partition labor	\$65,000.00	63,600.00	1,400.00		65,000.00	100.0%		\$1,300.00
84	Masonry veneer material	\$63,000.00	63,000.00			63,000.00	100.0%		\$1,260.00
85	Masonry material / veneer labor mock up	\$118,000.00	118,000.00			118,000.00	100.0%		\$2,360.00
86	Grout and rebar material and labor	\$24,000.00	24,000.00			24,000.00	100.0%		\$480.00
87	Cast stone material	\$37,000.00	37,000.00			37,000.00	100.0%		\$740.00
88	Cast stone labor	\$30,000.00	29,250.00			29,250.00	97.5%	\$750.00	\$585.00
89	2 inch rigid insulation material and labor	\$18,000.00	18,000.00			18,000.00	100.0%		\$360.00
90	Seaflo labor and material	\$16,000.00	16,000.00			16,000.00	100.0%		\$320.00
91	Flashing sweeps control joints reinforcing wire	\$8,500.00	8,500.00			8,500.00	100.0%		\$170.00
92	Machine equipment fuel	\$12,000.00	12,000.00			12,000.00	100.0%		\$240.00
93	Daily cleanup labor	\$8,000.00	7,800.00			7,800.00	97.5%	\$200.00	\$156.00
94	Washdown of new masonry	\$22,000.00	20,000.00			20,000.00	90.9%	\$2,000.00	\$400.00
95	Dumpster enclosure split face labor and material	\$2,500.00	2,500.00			2,500.00	100.0%		\$50.00
96	Dumpster enclosure split face labor and material	\$8,000.00	4,000.00			4,000.00	50.0%	\$4,000.00	\$80.00
97	Grout and rebar at dumpster enclosure labor and material	\$2,000.00	1,000.00			1,000.00	50.0%	\$1,000.00	\$20.00
DIVISION 5 - STRUCTURAL & MISC. METALS									
98	Shop Drawings/Engineering	\$39,000.00	39,000.00			39,000.00	100.0%		\$780.00
99	Anchor Bolts	\$6,400.00	6,400.00			6,400.00	100.0%		\$128.00
100	Material/Fabrication	\$460,340.00	460,340.00			460,340.00	100.0%		\$9,206.80
101	Metal Floor Deck Material	\$40,000.00	40,000.00			40,000.00	100.0%		\$800.00
102	Metal Roof Deck Material	\$32,000.00	32,000.00			32,000.00	100.0%		\$640.00
103	Erection	\$320,000.00	320,000.00			320,000.00	100.0%		\$6,400.00
104	Steel Stairs	\$69,035.00	69,035.00			69,035.00	100.0%		\$1,380.70
105	Steel Railings	\$23,000.00	21,000.00			21,000.00	91.3%	\$2,000.00	\$420.00
106	Armum Railings and Infill Panels	\$49,650.00	37,650.00			37,650.00	75.8%	\$12,000.00	\$753.00
107	Misc. Steel and Accessories	\$15,000.00	13,875.00			13,875.00	92.5%	\$1,125.00	\$277.50
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	141,500.00			141,500.00	100.0%		\$2,830.00
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	152,000.00			152,000.00	100.0%		\$3,040.00
DIVISION 6A - ROUGH & FINISH CARPENTRY									

CONTINUATION SHEET

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 PERIOD TO: Nov 30th 2023
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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					
A	B	C	D	E	F	G	H	I	
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	30,000.00			30,000.00	100.0%		\$600.00
117	Rough Carpentry Dimensional Lumber Material	\$37,000.00	37,000.00			37,000.00	100.0%		\$740.00
118	Rough Carpentry Plywood Material	\$24,000.00	24,000.00			24,000.00	100.0%		\$480.00
119	Rough Carpentry Labor	\$111,000.00	111,000.00			111,000.00	100.0%		\$2,220.00
120	Milwork Shop Drawings	\$12,000.00	12,000.00			12,000.00	100.0%		\$240.00
121	Milwork Info Desk Material	\$25,000.00	25,000.00			25,000.00	100.0%		\$500.00
122	Milwork Wall Panel Material	\$35,000.00	35,000.00			35,000.00	100.0%		\$700.00
123	Milwork Judges Bench Material	\$42,000.00	42,000.00			42,000.00	100.0%		\$840.00
124	Milwork Vanities Material	\$15,000.00	15,000.00			15,000.00	100.0%		\$300.00
125	Milwork Counters Material	\$23,000.00	23,000.00			23,000.00	100.0%		\$460.00
126	Milwork Casework Material	\$11,000.00	11,000.00			11,000.00	100.0%		\$220.00
127	Milwork Labor	\$62,000.00	62,000.00			62,000.00	100.0%		\$1,240.00
DIVISION 6B - COURT ROOM FURNITURE									
128	Pews Submittals	\$1,125.00	1,125.00			1,125.00	100.0%		\$22.50
129	Pews Material	\$15,000.00	15,000.00			15,000.00	100.0%		\$300.00
130	Pews Labor	\$6,154.00	6,154.00			6,154.00	100.0%		\$123.08
DIVISION 7A - WATERPROOFING									
131	Waterproofing Submittals	\$2,500.00	2,500.00			2,500.00	100.0%		\$50.00
132	Waterproofing Material	\$38,375.00	38,375.00			38,375.00	100.0%		\$767.50
133	Waterproofing Labor	\$64,125.00	64,125.00			64,125.00	100.0%		\$1,282.50
DIVISION 7B - MEMBRANE ROOFING									
134	Membrane Roof Submittals	\$2,500.00	2,500.00			2,500.00	100.0%		\$50.00
135	Membrane Roof Material	\$14,350.00	14,350.00			14,350.00	100.0%		\$287.00
136	Membrane Roof Labor	\$43,400.00	43,400.00			43,400.00	100.0%		\$868.00
137	Insulation Material	\$6,150.00	6,150.00			6,150.00	100.0%		\$123.00
138	Insulation Labor	\$18,600.00	18,600.00			18,600.00	100.0%		\$372.00
DIVISION 7D - METAL ROOFING									
139	Metal Roofing Submittals	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00
140	Metal Roofing Material	\$99,400.00	99,400.00			99,400.00	100.0%		\$1,988.00
141	Metal Roofing Labor / Under Layment	\$172,925.00	172,925.00			172,925.00	100.0%		\$3,458.50
142	Insulation Material	\$42,600.00	42,600.00			42,600.00	100.0%		\$852.00
143	Insulation Labor	\$74,100.00	74,100.00			74,100.00	100.0%		\$1,482.00
DIVISION 7E - SPRAY FOAM INSULATION									
144	Spray Foam Insulation Submittals	\$1,125.00	1,125.00			1,125.00	100.0%		\$22.50
145	Spray Foam Insulation Material	\$8,000.00	8,000.00			8,000.00	100.0%		\$160.00
146	Spray Foam Insulation Labor	\$20,000.00	20,000.00			20,000.00	100.0%		\$400.00
DIVISION 7F - INTUMESCENT FIREPROOFING									
147	Fireproofing Submittals	\$1,125.00	1,125.00			1,125.00	100.0%		\$22.50
148	Fireproofing Material	\$844.00	844.00			844.00	100.0%		\$16.88

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D + E + F)				
148	Fireproofing Material	\$780.00	0.00			0.00			\$780.00	\$0.00
149	Fireproofing Labor	\$4,850.00	0.00			0.00			\$4,850.00	\$0.00
DIVISION 8 - DOORS, WINDOWS, & GLASS										
150	Aluminum and Glass Submittals	\$10,000.00	10,000.00			10,000.00		100.0%	\$0.00	\$200.00
151	Aluminum and Glass Material	\$247,000.00	239,000.00			239,000.00		96.8%	\$8,000.00	\$4,780.00
152	Transcotton Windows	\$28,000.00	25,000.00			25,000.00		89.3%	\$3,000.00	\$500.00
153	Aluminum and Glass Labor	\$115,000.00	105,545.00			105,545.00		91.8%	\$9,455.00	\$2,110.90
DIVISION 8C - HOLLOW METAL WORK										
154	Door and Hardware Submittals	\$6,000.00	6,000.00			6,000.00		100.0%	\$0.00	\$120.00
155	HM Doors and Frames Material	\$60,500.00	60,500.00			60,500.00		100.0%	\$0.00	\$1,210.00
156	Door Frames Labor	\$16,000.00	16,000.00			16,000.00		100.0%	\$0.00	\$320.00
DIVISION 8D - WOOD DOORS										
157	Wood Doors Material	\$17,250.00	0.00			0.00			\$17,250.00	\$0.00
158	Doors Labor	\$48,000.00	47,040.00			47,040.00		98.0%	\$960.00	\$940.80
DIVISION 9A - DRYWALL										
159	Drywall Material	\$112,000.00	112,000.00			112,000.00		100.0%	\$0.00	\$2,240.00
160	Drywall Labor	\$252,000.00	250,000.00			250,000.00		99.2%	\$2,000.00	\$5,000.00
161	Insulation Material	\$19,000.00	19,000.00			19,000.00		100.0%	\$0.00	\$380.00
162	Insulation Labor	\$38,000.00	38,000.00			38,000.00		100.0%	\$0.00	\$760.00
163	Tape & Spackle	\$66,000.00	65,000.00			65,000.00		98.5%	\$1,000.00	\$1,300.00
DIVISION 9B - ACOUSTIC TREATMENT										
164	Ceiling Grid Material	\$24,500.00	24,500.00			24,500.00		100.0%	\$0.00	\$490.00
165	Ceiling Grid Labor	\$43,000.00	41,100.00			41,100.00		95.6%	\$1,900.00	\$822.00
166	Ceiling Tile Material	\$28,000.00	28,000.00			28,000.00		100.0%	\$0.00	\$560.00
167	Ceiling Tile Labor	\$15,000.00	14,700.00			14,700.00		98.0%	\$300.00	\$294.00
168	Acoustical Wall Panels Labor	\$2,000.00	0.00			0.00			\$2,000.00	\$0.00
169	Acoustical Wall Panels Material	\$2,000.00	0.00			0.00			\$2,000.00	\$0.00
DIVISION 9C - PAINTING & FINISHING										
170	Paint Submittals	\$1,125.00	1,125.00			1,125.00		100.0%	\$0.00	\$22.50
171	Painting Material	\$16,500.00	13,000.00			13,000.00		78.8%	\$3,500.00	\$260.00
172	Painting Labor	\$74,109.00	56,000.00			56,000.00		75.6%	\$18,109.00	\$1,120.00
173	GFRG Material	\$7,000.00	7,000.00			7,000.00		100.0%	\$0.00	\$140.00
174	GFRG Labor	\$7,000.00	4,000.00			4,000.00		57.1%	\$3,000.00	\$80.00
DIVISION 9D - CERAMIC TILE										
175	Tile Submittals	\$1,125.00	1,125.00			1,125.00		100.0%	\$0.00	\$22.50
176	Tile Material	\$19,500.00	19,500.00			19,500.00		100.0%	\$0.00	\$390.00
177	Tile Labor	\$38,375.00	35,875.00			35,875.00		93.5%	\$2,500.00	\$717.50
DIVISION 9E - CARPET & RESILIENT FLOORING										
178	Carpet Materials / Submittals	\$25,000.00	2,500.00			2,500.00		10.0%	\$22,500.00	\$50.00
179	Carpet Labor	\$10,000.00	0.00			0.00			\$10,000.00	\$0.00

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180	LVT Materials	\$10,000.00	0.00			0.00		\$0.00	
181	LVT Labor	\$3,000.00	0.00			0.00		\$0.00	
182	VCT Materials	\$7,500.00	7,500.00			7,500.00	100.00%	\$150.00	
183	VCT Labor	\$7,500.00	3,800.00			3,800.00	50.7%	\$3,700.00	
184	Interlocking Tiles Material	\$35,000.00	0.00			0.00		\$35,000.00	
185	Interlocking Tiles Labor	\$1,000.00	0.00			0.00		\$1,000.00	
186	Rubber Treads/Tile Material	\$7,500.00	0.00			0.00		\$7,500.00	
187	Rubber Treads/Tile Labor	\$7,000.00	0.00			0.00		\$7,000.00	
188	Misc. Flooring Material	\$10,000.00	10,000.00			10,000.00	100.00%	\$200.00	
189	Misc. Flooring Labor	\$3,500.00	1,000.00			3,500.00	100.00%	\$70.00	
DIVISION 9F - MONOLITHIC FLOORING									
190	Epoxy Flooring Submittals	\$1,125.00	1,000.00			1,000.00	88.9%	\$125.00	
191	Epoxy Flooring Material	\$6,542.00	0.00			0.00		\$6,542.00	
192	Epoxy Flooring Labor	\$6,543.00	0.00			0.00		\$6,543.00	
DIVISION 10 - SPECIALTIES									
193	Signage Submittals	\$1,125.00	850.00			850.00	75.6%	\$275.00	
194	Signage Material	\$12,750.00	938.00			938.00	7.4%	\$11,812.00	
195	Signage Labor	\$9,343.00	0.00			0.00		\$9,343.00	
DIVISION 10A - FINISHING HARDWARE									
196	Door Hardware Material	\$94,999.00	94,999.00			94,999.00	100.00%	\$1,899.98	
DIVISION 10B - TOILET ROOM ACCESSORIES									
197	Bathroom Accessories Material	\$10,420.00	10,420.00			10,420.00	100.00%	\$208.40	
198	Bathroom Accessories Labor	\$7,000.00	7,000.00			7,000.00	100.00%	\$140.00	
DIVISION 10C - PLASTIC TOILET PARTITIONS									
199	Bathroom Partitions Material	\$3,900.00	3,900.00			3,900.00	100.00%	\$78.00	
200	Bathroom Partitions Labor	\$2,000.00	0.00			0.00		\$0.00	
DIVISION 10D - METAL SPECIALTIES									
201	Lockers (Personal) Material/ Shop Drawings	\$69,440.00	64,019.00	5,421.00		69,440.00	100.00%	\$1,388.80	
202	Lockers (Personal) Labor	\$20,000.00	10,000.00	10,000.00		20,000.00	100.00%	\$400.00	
203	Evidence Lockers	\$18,942.00	18,942.00			18,942.00	100.00%	\$378.84	
204	Markerboards	\$12,490.00	7,190.00			7,190.00	57.6%	\$143.80	
205	Cornerguards	\$2,775.00	0.00			0.00		\$0.00	
206	Wire Security Partitions	\$4,877.00	4,877.00			4,877.00	100.00%	\$0.00	
207	Curved Exterior Seating Material	\$16,470.00	0.00			0.00		\$16,470.00	
208	Curved Exterior Seating Labor	\$4,000.00	0.00			0.00		\$4,000.00	
209	Fingerprint Station	\$300.00	0.00			0.00		\$300.00	
210	Intercom Mounting Pedestals w/Enclosure	\$200.00	0.00			0.00		\$200.00	
211	Key Cabinets	\$1,540.00	0.00			0.00		\$1,540.00	
212	Night Depository Unit	\$2,510.00	0.00			0.00		\$2,510.00	
213	Fire Extinguisher Cabinets	\$2,125.00	2,125.00			2,125.00	100.00%	\$42.50	

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 31
 APPLICATION DATE: 12.13.23
 PERIOD TO: Nov 30th 2023
 ARCHITECT'S PROJECT NO: B MPC

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D + E + F)	% (G-C)		
DIVISION 10E - INSULATED ROLLING DOORS									
214	Overhead Door Submittals	\$1,125.00	1,125.00			1,125.00	100.0%		\$22.50
215	Overhead Door Material	\$20,000.00	15,500.00			15,500.00	77.5%	\$4,500.00	\$310.00
216	Overhead Door Labor	\$10,849.00	6,000.00			6,000.00	55.3%	\$4,849.00	\$120.00
DIVISION 10F - ACCESS FLOOR SYSTEM									
217	Access Floor Submittals	\$1,125.00	0.00			0.00			\$0.00
218	Access Floors Material	\$6,188.00	1,125.00			1,125.00	100.0%	\$6,188.00	\$22.50
219	Access Floors Labor	\$6,187.00	0.00			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%		\$34.00
221	Detention/Police Equipment Doors and Frames	\$58,200.00	58,200.00			58,200.00	100.0%		\$1,164.00
222	Detention/Police Equipment Hardware	\$48,600.00	34,195.00			34,195.00	70.4%	\$14,405.00	\$683.90
223	Detention/Police Equipment Clearing Trap	\$1,900.00	1,900.00			1,900.00	100.0%		\$38.00
224	Detention/Police Equipment Pistol Lockers	\$3,400.00	2,400.00			2,400.00	70.6%	\$1,000.00	\$48.00
225	Detention/Police Equipment Benches	\$3,800.00	2,700.00			2,700.00	71.1%	\$1,100.00	\$54.00
DIVISION 14A - LULA Elevator									
226	Elevator Shops	\$3,500.00	3,500.00			3,500.00	100.0%		\$70.00
227	Elevator Material / Release to Production	\$30,000.00	30,000.00			30,000.00	100.0%		\$600.00
228	Elevator Labor	\$28,700.00	19,370.00			19,370.00	67.5%	\$9,330.00	\$387.40
DIVISION 15 - MECHANICAL									
229	Equipment Shops	\$2,000.00	2,000.00			2,000.00	100.0%		\$40.00
230	Sheet Metal Shops	\$10,000.00	8,000.00			8,000.00	80.0%	\$2,000.00	\$160.00
231	ATC Shops	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00
232	Mobilization	\$6,000.00	6,000.00			6,000.00	100.0%		\$120.00
233	RTUs Material	\$40,000.00	40,000.00			40,000.00	100.0%		\$800.00
234	RTUs Labor	\$2,000.00	2,000.00			2,000.00	100.0%		\$40.00
235	VRF Cassette / EUR Units Material	\$190,000.00	190,000.00			190,000.00	100.0%		\$3,800.00
236	VRF Cassette / EUR Units Labor	\$32,500.00	32,500.00			32,500.00	100.0%		\$650.00
237	Condensing Units	\$23,000.00	23,000.00			23,000.00	100.0%		\$460.00
238	Electric Heat	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00
239	Duct Heaters	\$4,000.00	4,000.00			4,000.00	100.0%		\$80.00
240	Exhaust Fans	\$4,000.00	4,000.00			4,000.00	100.0%		\$80.00
241	Fire Dampers	\$5,000.00	5,000.00			5,000.00	100.0%		\$80.00
242	ACR Piping Material	\$20,000.00	20,000.00			20,000.00	100.0%		\$400.00
243	ACRP Piping Labor	\$80,000.00	80,000.00			80,000.00	100.0%		\$1,600.00
244	Condensate Piping	\$12,000.00	12,000.00			12,000.00	100.0%		\$240.00
245	Sheet Metal Shop Material / Labor	\$130,000.00	130,000.00			130,000.00	100.0%		\$2,600.00
246	Sheet Metal Field Labor	\$422,000.00	418,000.00			418,000.00	99.1%	\$4,000.00	\$8,360.00
247	Insulation	\$50,000.00	50,000.00			50,000.00	100.0%		\$1,000.00
248	Crane/Lift	\$15,000.00	15,000.00			15,000.00	100.0%		\$300.00

CONTINUATION SHEET

AIA DOCUMENT G703

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containing Contractor's signed certification is attached.

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

APPLICATION NO: 31

APPLICATION DATE: 12.13.23

PERIOD TO: Nov 30th 2023

ARCHITECT'S PROJECT NO: BMFC

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		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)	THIS PERIOD					
249	ATC Rough	\$80,000.00	80,000.00			80,000.00	100.0%		\$1,600.00
250	ATC Finish	\$10,000.00	3,000.00			3,000.00	30.0%	\$7,000.00	\$60.00
251	ATC Programming and Graphics	\$5,000.00	2,500.00			2,500.00	50.0%	\$2,500.00	\$50.00
252	Air Devices	\$12,000.00	10,500.00			10,500.00	87.5%	\$1,500.00	\$210.00
253	CO Panel	\$2,500.00	2,000.00			2,000.00	80.0%	\$500.00	\$40.00
254	Startup/Warranty	\$14,000.00	0.00			0.00		\$14,000.00	\$0.00
255	Balancing	\$5,000.00	0.00			0.00		\$5,000.00	\$0.00
256	O&M and Closeout Documents	\$3,000.00	0.00			0.00		\$3,000.00	\$0.00
257	Panel List	\$3,000.00	0.00			0.00		\$3,000.00	\$0.00
DIVISION 15 - PLUMBING									
258	Submittals and Mobilization	\$6,000.00	6,000.00			6,000.00	100.0%		\$120.00
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
262	AG DWV Piping Labor	\$60,000.00	60,000.00			60,000.00	100.0%		\$1,200.00
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	42,000.00			42,000.00	100.0%		\$840.00
265	Natural Gas Piping Material	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00
266	Natural Gas Piping Labor	\$10,000.00	10,000.00			10,000.00	100.0%		\$200.00
267	Storm Drain Material	\$14,000.00	14,000.00			14,000.00	100.0%		\$280.00
268	Storm Drain Labor	\$20,000.00	20,000.00			20,000.00	100.0%		\$400.00
269	Fixtures and Specialties	\$95,000.00	95,000.00			95,000.00	100.0%		\$1,900.00
270	Fixture Labor	\$42,000.00	32,000.00			32,000.00	76.2%	\$10,000.00	\$640.00
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	2,000.00			2,000.00	100.0%		\$40.00
273	Design	\$20,000.00	20,000.00			20,000.00	100.0%		\$400.00
274	Valve Room Material	\$7,000.00	7,000.00			7,000.00	100.0%		\$140.00
275	Valve Room Labor	\$12,000.00	12,000.00			12,000.00	100.0%		\$240.00
276	Rough in Material	\$30,000.00	30,000.00			30,000.00	100.0%		\$600.00
277	Rough in Labor	\$81,000.00	81,000.00			81,000.00	100.0%		\$1,620.00
278	Plates	\$1,000.00	0.00			0.00		\$1,000.00	\$0.00
279	Testing	\$2,000.00	2,000.00			2,000.00	100.0%		\$40.00
280	Demobilization	\$1,000.00	0.00			0.00		\$1,000.00	\$0.00
281	Closeout	\$1,000.00	0.00			0.00		\$1,000.00	\$0.00
282	Panel List	\$1,500.00	0.00			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	5,000.00			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

CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: 31
 APPLICATION DATE: 12.13.23
 PERIOD TO: Nov 30th 2023
 ARCHITECT'S PROJECT NO: B MPC

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
286	Temp Electric power and lights for new building L/M	\$6,000.00	6,000.00			6,000.00	100.0%		\$120.00
287	Rough-in site electric serv high volt, telecom, cond Lab	\$33,000.00	33,000.00			33,000.00	100.0%		\$660.00
288	Rough-in site electric serv high volt, telecom, cond Mat	\$28,000.00	28,000.00			28,000.00	100.0%		\$560.00
289	Rough in all panels, transformer Labor	\$32,000.00	32,000.00			32,000.00	100.0%		\$640.00
290	Rough in all panels, transformer Material	\$20,000.00	20,000.00			20,000.00	100.0%		\$400.00
291	Finish all panels, transformers Labor	\$30,000.00	30,000.00			30,000.00	100.0%		\$600.00
292	Finish all panels, transformers Material	\$70,000.00	70,000.00			70,000.00	100.0%		\$1,400.00
293	Rough in Generator Labor	\$13,000.00	13,000.00			13,000.00	100.0%		\$260.00
294	Rough in Generator Material	\$9,000.00	9,000.00			9,000.00	100.0%		\$180.00
295	Finish work for generator Labor	\$18,000.00	18,000.00			18,000.00	100.0%		\$360.00
296	Finish work for generator Material	\$60,000.00	60,000.00			60,000.00	100.0%		\$1,200.00
297	Rough-in all power and lighting labor	\$180,000.00	180,000.00			180,000.00	100.0%		\$3,600.00
298	Rough-in all power and lighting materials	\$110,000.00	110,000.00			110,000.00	100.0%		\$2,200.00
299	Finish all power and lighting Labor	\$190,000.00	188,100.00			188,100.00	99.0%	\$1,900.00	\$3,762.00
300	Finish all power and lighting Material	\$264,000.00	261,360.00			261,360.00	99.0%	\$2,640.00	\$5,227.20
301	Rough in the installation of the FA System Labor	\$14,000.00	14,000.00			14,000.00	100.0%		\$280.00
302	Rough in the installation of the FA System Material	\$9,000.00	9,000.00			9,000.00	100.0%		\$180.00
303	Finish work FA Labor	\$13,000.00	13,000.00			13,000.00	100.0%		\$260.00
304	Finish work FA Material	\$13,000.00	13,000.00			13,000.00	100.0%		\$260.00
305	Rough in lighting protection system L&M	\$10,000.00	10,000.00			10,000.00	100.0%		\$200.00
306	Finish for Lighting protection system L&M	\$8,000.00	8,000.00			8,000.00	100.0%		\$160.00
307	Rough In Teledata Labor	\$14,000.00	14,000.00			14,000.00	100.0%		\$280.00
308	Rough In Teledata Material	\$9,000.00	9,000.00			9,000.00	100.0%		\$180.00
309	Finish for teledata Labor	\$38,000.00	30,700.00			30,700.00	80.8%	\$7,300.00	\$614.00
310	Finish for teledata Material	\$49,000.00	39,850.00			39,850.00	81.3%	\$9,150.00	\$797.00
311	General demo for all electric labor	\$10,000.00	0.00			0.00		\$10,000.00	\$0.00
312	Install cable trays labor and material	\$14,000.00	14,000.00			14,000.00	100.0%		\$280.00
313	Rough in AV system labor	\$10,000.00	10,000.00			10,000.00	100.0%		\$200.00
314	Rough in AV system material	\$8,000.00	8,000.00			8,000.00	100.0%		\$160.00
315	Finish work AV labor	\$40,000.00	18,000.00			18,000.00	45.0%	\$22,000.00	\$360.00
316	Finish work AV material	\$65,000.00	56,091.00			56,091.00	86.3%	\$8,909.00	\$1,121.82
317	Rough for CCTV, Access Control, Booster System Lab	\$18,500.00	18,500.00			18,500.00	100.0%		\$370.00
318	Rough for CCTV, Access Control, Booster System Mat	\$8,000.00	8,000.00			8,000.00	100.0%		\$160.00
319	Finish for CCTV, Access Controls, Booster System Lab	\$24,000.00	21,200.00			21,200.00	88.3%	\$2,800.00	\$224.00
320	Finish for CCTV, Access Controls, Booster System Mat	\$125,000.00	125,000.00			125,000.00	100.0%		\$2,500.00
321	Rough in parking lot poles and lights labor	\$14,000.00	9,100.00			9,100.00	65.0%	\$4,900.00	\$182.00
322	Rough in parking lot poles and lights material	\$7,000.00	4,550.00			4,550.00	65.0%	\$2,450.00	\$91.00
323	Finish work for the parking lot poles and lights labor	\$10,000.00	6,500.00			6,500.00	65.0%	\$3,500.00	\$130.00
324	Finish work for the parking lot poles and lights material	\$17,000.00	16,050.00			16,050.00	94.4%	\$950.00	\$521.00
325	As Builts	\$4,500.00	0.00			0.00		\$4,500.00	\$0.00

CONTINUATION SHEET

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APPLICATION NO: 31

APPLICATION DATE: 12.13.23

PERIOD TO: Nov 30th 2023

ARCHITECT'S PROJECT NO: BMFC

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)							
326	Closeout	\$10,000.00								\$0.00
327	Punch List	\$10,000.00								\$0.00
	Base Contract Subtotal	12,964,000.00		10,717,639.00	212,771.00	0.00	10,930,410.00	84.3%	\$2,033,590.00	\$0.00
CHANGE ORDERS										
328	BMFC CO #01 Credit for Submittal Exchange	(13,200.00)		(13,200.00)			(13,200.00)	100.0%		(\$264.00)
329	BMFC CO #02 Temporary Storm Water Control	12,579.80		12,579.80			12,579.80	100.0%		\$251.60
330	BMFC CO #03 Revised E-Drawings	2,532.00		2,532.00			2,532.00	100.0%		\$50.64
331	BMFC CO #04 Modify Stewwork	29,759.00		0.00			0.00		\$29,759.00	\$0.00
332	BMFC CO #05 Remove Underground CC Tank	4,246.67		4,246.67			4,246.67	100.0%		\$84.93
333	BMFC CO #06 4 Month of CM Allowance	(40,000.00)		(40,000.00)			(40,000.00)	100.0%		(\$800.00)
334	BMFC CO #07 Additional Temp Drain	4,511.00		4,511.00			4,511.00	100.0%		\$90.22
335	BMFC CO #08 Stone Over Footings	12,670.80		12,670.80			12,670.80	100.0%		\$253.42
336	BMFC CO #09 2" Stump Discharge Pipe	4,118.29		4,118.29			4,118.29	100.0%		\$82.37
337	BMFC CO #10 Remove U/G/UF Conc. Struct	13,281.00		13,281.00			13,281.00	100.0%		\$265.62
338	BMFC CO #11 Steel Framg at O/H Door	6,567.24		6,567.24			6,567.24	100.0%		\$131.34
339	BMFC CO #12 Steel Baseplate Change	515.77		515.77			515.77	100.0%		\$10.32
340	BMFC CO #13 Reconcile Contractor's Billing	(34.70)		(34.70)			(34.70)	100.0%		(\$0.69)
341	BMFC CO #14 Truss Relocation	17,719.88		17,719.88			17,719.88	100.0%		\$354.40
342	BMFC CO #15 Personnel Lockers	29,431.99		29,431.99			29,431.99	100.0%		\$588.64
343	BMFC CO #16 Extentor Electronic Sign	47,290.16		0.00			0.00		\$47,290.16	\$0.00
344	BMFC CO #17 Electrical Changes per Rev #8	3,588.87		3,588.87			3,588.87	100.0%		\$71.78
345	BMFC CO #18 Changes per Rev #10	330,523.23		278,094.12			278,094.12	84.1%	\$52,429.11	\$5,561.88
346	BMFC CO #19 Reconcile Contractor's Billing	(33.90)		(33.90)			(33.90)	100.0%		(\$0.68)
347	BMFC CO #20 Frame End Walls per CFM's Engineer	22,301.76		22,301.76			22,301.76	100.0%		\$446.04
348	BMFC CO #21 Detention Hdwr Changes per Rev #10	10,047.72		10,047.72			10,047.72	100.0%		\$200.95
349	BMFC CO #22 Detention Hdwr Changes not per Rev #10	22,749.42		22,749.42			22,749.42	100.0%		\$451.99
351	BMFC CO #23 Pew Body Profile Change	2,627.00		0.00			0.00		\$2,627.00	\$0.00
352	BMFC CO #24 Modify Gutter Drain System	22,882.31		22,882.31			22,882.31	99.7%	\$60.00	\$456.45
353	BMFC CO #25 Trenching Work per Rev #10	20,998.86		20,998.86			20,998.86	100.0%		\$419.98
354	BMFC CO #26 Frame N&S Walls per CFM's Engineer	15,859.98		15,859.98			15,859.98	100.0%		\$317.20
355	BMFC CO #27 Reconfigure Gas Service	3,694.54		3,694.54			3,694.54	100.0%		\$73.89
356	BMFC CO #28 Cancel Out Change Order #19	33.90		33.90			33.90	100.0%		\$0.68
357	BMFC CO #29 Add Police Logo to Signs	1,407.87		0.00			0.00		\$1,407.87	\$0.00
358	BMFC CO #30 Credit for S Wall Masonry	(15,000.00)		(15,000.00)			(15,000.00)	100.0%		(\$300.00)
359	BMFC CO #31 Server Room Relocation	6,018.92		6,018.92			6,018.92	100.0%		\$120.38
360	BMFC CO #32 Framing at steel Raftertails	6,595.66		6,595.66			6,595.66	100.0%		\$131.91
361	BMFC CO #33 Insulate 2nd floor deck flutes	1,998.25		1,998.25			1,998.25	100.0%		\$39.97
362	BMFC CO #34 PCO 33R4 for Maggio	48,068.51		43,124.01			43,124.01	89.7%	\$4,944.50	\$862.48

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: 31
 APPLICATION DATE: 12.13.23
 PERIOD TO: Nov 30th 2023
 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		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
363	BMPC CO #35 New Light Fixt. For Corridors	15,375.59	15,375.59				15,375.59	100.0%		\$307.51
364	BMPC CO #36 Extend Courtroom Soffit	5,609.26	5,609.26				5,609.26	100.0%		\$112.19
365	BMPC CO #37 Soffit at Beam	5,140.09	5,140.09				5,140.09	100.0%		\$102.80
366	BMPC CO #38 Detention Corridor Soffit	5,088.08	5,088.08				5,088.08	100.0%		\$101.76
367	BMPC CO #39 Add Key Fob	6,088.94					0.00		\$6,088.94	\$0.00
368	BMPC CO #40 Window Credit	(16,000.00)	(16,000.00)				(16,000.00)	100.0%		(\$320.00)
369	BMPC CO #41 Truss Infill	4,312.25	4,312.25				4,312.25	100.0%		\$86.25
370	BMPC CO #42 Azek at Clerestory	11,284.26	11,284.26				11,284.26	100.0%		\$225.69
371	BMPC CO #43 Credit for CO #24	(22,882.31)	(22,882.31)				(22,882.31)	100.0%		(\$457.65)
372	BMPC CO #44 PCO 51R2 Gutter Molds	46,091.34	34,600.00	P			34,600.00	75.1%	\$11,491.34	\$692.00
	<i>Change Order Subtotal</i>	696,459.30	540,361.38		0.00	0.00	540,361.38	77.6%	\$156,097.92	\$0.00
	GRAND TOTALS	13,660,459.30	11,258,000.38		212,771.00	0.00	11,470,771.38	84.0%	\$2,189,687.92	\$229,415.43

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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
\$ 208,515.58 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
11/30/2023 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)

12/13/2023
(Date Signed)

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


(Signature)

Notary

Subscribed and sworn to before me, this


13 Day of December 2023


(Notary Public Signature)

My Commission Expires 2-27-24

County of Essex

State of New Jersey


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

AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

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

STATE OF: New Jersey

COUNTY OF: Essex

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

EXCEPTIONS:

This applies to Payment Requisition No. 31 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:



Notary Public:

My Commission Expires:

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



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

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

STATE OF: New Jersey
COUNTY OF: Essex

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

EXCEPTIONS:

This applies to Payment Requisition No. 31 only.

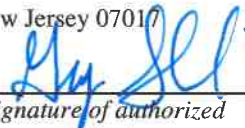
SUPPORTING DOCUMENTS ATTACHED HERETO:

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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:


Notary Public:
My Commission Expires:

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





LEGACY

CONSTRUCTION MANAGEMENT INC.

RECEIVED
DEC 11 2023
CLERK'S OFFICE

December 1, 2023

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

Ref: Construction Management Services for Barnegat Township –
November 2023

Dear Mr. Lisella,

Enclosed please find a Statement indicating an overdue amount of \$9,290.00 for Construction Management Services for the Barnegat Township New Town Hall project for November 2023.

Please include this invoice on the Bills List for the next Township Committee meeting.

Sincerely yours,

Brian J. Meade
President

Enclosure

Statement

Legacy
 5021 Industrial Road
 Wall, NJ 07727

Date
12/1/2023

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

		Amount Due	Amount Enc.		
		\$9,290.00			
Date	Transaction	Amount	Balance		
09/30/2022	INV #1993.	10,000.00	20,000.00		
10/17/2022	PMT #14863.	-10,000.00	10,000.00		
10/31/2022	INV #2007.	10,000.00	20,000.00		
11/30/2022	INV #2023.	10,000.00	30,000.00		
12/05/2022	PMT #14930.	-10,000.00	20,000.00		
12/15/2022	PMT #14940.	-10,000.00	10,000.00		
12/31/2022	INV #2044.	10,000.00	20,000.00		
01/31/2023	INV #2059.	10,000.00	30,000.00		
02/13/2023	PMT #1980.	-20,000.00	10,000.00		
02/28/2023	INV #2074.	5,000.00	15,000.00		
03/16/2023	PMT #1274.	-5,000.00	10,000.00		
03/23/2023	PMT #1292.	-5,000.00	5,000.00		
03/31/2023	INV #2091.	5,000.00	10,000.00		
04/30/2023	INV #2112.	5,000.00	15,000.00		
05/18/2023	PMT #1402.	-10,000.00	5,000.00		
05/31/2023	INV #2123.	5,000.00	10,000.00		
06/30/2023	INV #2141.	5,000.00	15,000.00		
07/25/2023	PMT #1484.	-10,000.00	5,000.00		
07/31/2023	INV #2150.	5,000.00	10,000.00		
08/31/2023	INV #2156.	5,000.00	15,000.00		
10/06/2023	PMT #2013.	-10,000.00	5,000.00		
11/01/2023	INV #2164.	4,290.00	9,290.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	4,290.00	0.00	0.00	5,000.00	\$9,290.00

Statement

Legacy

5021 Industrial Road
Wall, NJ 07727

Date
12/1/2023

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

		Amount Due	Amount Enc.		
		\$9,290.00			
Date	Transaction	Amount	Balance		
05/01/2021	Balance forward		0.00		
	New Town Hall-				
05/28/2021	INV #1767.	10,000.00	10,000.00		
06/30/2021	INV #1783.	10,000.00	20,000.00		
07/29/2021	PMT #13345.	-20,000.00	0.00		
07/31/2021	INV #1795.	10,000.00	10,000.00		
08/31/2021	INV #1812.	10,000.00	20,000.00		
09/30/2021	INV #1824.	10,000.00	30,000.00		
10/18/2021	PMT #13657.	-10,000.00	20,000.00		
10/29/2021	INV #1842.	10,000.00	30,000.00		
11/09/2021	PMT #13875.	-20,000.00	10,000.00		
11/30/2021	INV #1853.	10,000.00	20,000.00		
12/13/2021	PMT #14004.	-10,000.00	10,000.00		
12/31/2021	INV #1868.	10,000.00	20,000.00		
01/27/2022	PMT #14168.	-10,000.00	10,000.00		
01/28/2022	INV #1877.	10,000.00	20,000.00		
02/28/2022	INV #1894.	10,000.00	30,000.00		
03/02/2022	PMT #14287.	-10,000.00	20,000.00		
03/17/2022	PMT #14327.	-10,000.00	10,000.00		
04/05/2022	INV #1908.	10,000.00	20,000.00		
04/29/2022	INV #1919.	10,000.00	30,000.00		
04/29/2022	INV #1920.	10,000.00	40,000.00		
04/29/2022	PMT #14431.	-10,000.00	30,000.00		
04/29/2022	PMT #14458.	-10,000.00	20,000.00		
05/17/2022	PMT #14534.	-10,000.00	10,000.00		
05/31/2022	INV #1932.	10,000.00	20,000.00		
06/30/2022	INV #1945.	10,000.00	30,000.00		
07/05/2022	PMT #14628.	-10,000.00	20,000.00		
07/20/2022	PMT #14653.	-10,000.00	10,000.00		
07/31/2022	INV #1964.	10,000.00	20,000.00		
08/24/2022	PMT #14725.	-10,000.00	10,000.00		
08/25/2022	INV #1979.	10,000.00	20,000.00		
09/29/2022	PMT #14805.	-10,000.00	10,000.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	4,290.00	0.00	0.00	5,000.00	\$9,290.00

RESOLUTION 2024-63

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN AND
STATE OF NEW JERSEY AUTHORIZING REDUCTION OF
PERFORMANCE GUARANTEE FOR SITE IMPROVEMENTS
FOR OCEAN ACRES PHASE 13**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (the "Township") has received a request from the Developer Walters Development Company for reduction of the Performance Guarantee Bond #PB00459500129 for Site Improvements for Ocean Acres Phase 13; and

WHEREAS, the Township's consulting engineers CME Associates has performed a site inspection of the site improvements and has issued a review memorandum dated December 5, 2023, a copy of which is attached hereto and made a part hereof, recommending reduction of the Performance Bond #PB00459500129 in accordance with the provisions of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. in the amounts set forth below:

	<u>Original Amounts</u>	<u>New Amounts by this Reduction</u>
Performance Guarantee:	\$ 2,410,610.00	\$ 723,180.00
Surety Bond or Letter of Credit:	\$ 2,169,540.00	\$ 650,862.00
Cash Guarantee:	\$ 241,060.00	\$ 72,318.00

WHEREAS, the Township accepts the recommendation of its professional staff;
and

NOW THEREFORE BE IT RESOLVED on this 1st day of January 2024 by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, and State of New Jersey as follows:

1. The Township hereby accepts the recommendation of its professional staff and authorizes the reduction of the Performance Guarantee Bond #PB00459500129 for site improvements for Ocean Acres Phase 13.

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

- (a) Mayor Joseph Marte
- (b) Thomas Lombarski, CFO
- (c) Christine Roessner, Finance Department
- (d) Roger Budd, Water and Sewer Utility Manager
- (e) Christopher J. Dasti, Esq., Township Attorney
- (f) Walters Development Company

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

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



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
KEITH CHIARAVALLA, PE, CME

December 5, 2023

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

**Re: Request for Reduction of Performance Guarantee (#PB00459500129)
Site Improvements
Ocean Acres Development – Phase 13
Our File: VBGE0092.01**

Dear Mrs. Manno:

In accordance with your request, our office has performed a site inspection of the above-referenced project relative to the developer's request for a reduction of the performance guarantee for the required site improvements. Please be advised that there has been substantial completion of the required site improvements at this site as shown on the attached spreadsheet. Therefore, our office has no objection to the performance guarantee being reduced to thirty percent (30%) of the original amounts as set forth below.

	<u>Original Amounts</u>	<u>New Amounts by this Reduction</u>
Performance Guarantee:	\$ 2,410,600.00	\$ 723,180.00
Surety Bond or Letter of Credit:	\$ 2,169,540.00	\$ 650,862.00
Cash Guarantee:	\$ 241,060.00	\$ 72,318.00

As permitted by the Municipal Land Use Law, our office will not recommend any further reductions to the performance guarantee amounts for this project until all of the required work has been completed and accepted by the Township.

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


Zachary Jordan, PE, CME
Office of Township Consulting Engineer

ZMJ/rd/cc
Enclosure
cc:

Martin J. Lisella, Administrator
Thomas Lombarski, CFO
Kurt Otto, PE, Township Engineer
Christine Roessner, Township Finance Office
Christopher Dasti, Esq., Township Attorney
Walters Development, Co., Applicant

S:\Barnegat\Site Inspections\VBGE0092.01 - Ocean Acres Phase 13\Bond Reduction\23-12-05 - Site Perf Bond Reduction.doc

PERFORMANCE GUARANTEE AND ENGINEERING & INSPECTION ESCROW ESTIMATE

PROJECT: Site Improvements
Ocean Acres Development - Phase 13
Barnegat Township, Ocean County, New Jersey

APPLICANT: Walters Development Co., LLC
500 Barnegat Boulevard North, Building 100
Barnegat, NJ 08005



CONSULTING AND MUNICIPAL ENGINEERS
849 W. Bay Avenue, Suite 16, Barnegat NJ 08005
Phone: (732) 410-2650 Fax: (609) 698-1680

Plans used to prepare this estimate are comprised of thirty eight (38) sheets entitled "Site Improvement Plan Ocean Acres - Phase 13" prepared by John W. Kornick, PE with K2 Consulting Engineers, Inc. of Haddonfield, NJ and bearing a latest revision date of August 15, 2023.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY INSTALLED	\$ AMOUNT INSTALLED	APPROX. % COMPLETE	TOTAL INCOMPLETE QUANTITY	\$ AMOUNT INCOMPLETE
1	Clearing & Grubbing (ROW Imp. & Storm Drainage Areas)	9	Acre	\$5,000.00	\$45,000.00	9	100.00%	0.00	\$0.00
2	Clearing & Grubbing (Remainder of Lots)	5	Acre	\$5,000.00	\$25,000.00	5	100.00%	0.00	\$0.00
3	Belgian Block Curb	4,725	LF	\$25.00	\$118,125.00	3,969	84.00%	756.00	\$18,900.00
4	1.5" FABC Surface Course	750	Tons	\$90.00	\$67,500.00	0	0.00%	750.00	\$67,500.00
5	4.5" Stabilized Base Course	2,250	Tons	\$90.00	\$202,500.00	2,250	100.00%	0.00	\$0.00
6	6" Gravel Base Course	35,370	CY	\$25.00	\$884,250.00	35,370	100.00%	0.00	\$0.00
7	Street Light, 25 ft Height, 400W	15	EA	\$3,700.00	\$55,500.00	0	0.00%	15.00	\$55,500.00
8	Street/Stop/No Outlet Signs	10	EA	\$300.00	\$3,000.00	0	0.00%	10.00	\$3,000.00
9	Yard Inlet (0'-8' Depth)	6	EA	\$2,000.00	\$12,000.00	3	50.00%	3.00	\$6,000.00
10	Type B Inlet (0'-8' Depth)	17	EA	\$2,300.00	\$39,100.00	17	100.00%	0.00	\$0.00
11	Type B Inlet (0'-8' Depth) w/ baffle wall	10	EA	\$2,600.00	\$26,000.00	10	100.00%	0.00	\$0.00
12	Type B Inlet (8'-10' Depth)	1	EA	\$2,500.00	\$2,500.00	1	100.00%	0.00	\$0.00
13	Type B Inlet (8'-10' Depth) w/ baffle wall	2	EA	\$2,800.00	\$5,600.00	2	100.00%	0.00	\$0.00
14	Type B Inlet (10'-12' Depth)	1	EA	\$2,800.00	\$2,800.00	1	100.00%	0.00	\$0.00
15	Type B Inlet (12'-14' Depth)	2	EA	\$3,000.00	\$6,000.00	2	100.00%	0.00	\$0.00
16	Storm Manhole (0'-8' Depth)	3	EA	\$2,800.00	\$8,400.00	3	100.00%	0.00	\$0.00
17	15" HDPE Pipe (0'-8' depth)	484	LF	\$44.00	\$21,296.00	484	100.00%	0.00	\$0.00
18	15" RCP Pipe (0'-8' depth)	469	LF	\$55.00	\$25,795.00	469	100.00%	0.00	\$0.00
19	24" Perf HDPE (w/ filter fabric & stone) (0'-8' depth)	570	LF	\$64.00	\$36,480.00	570	100.00%	0.00	\$0.00
20	24" RCP (0'-8' Depth)	270	LF	\$73.00	\$19,710.00	270	100.00%	0.00	\$0.00
21	30" RCP (0'-8' Depth)	240	LF	\$96.00	\$23,040.00	240	100.00%	0.00	\$0.00
22	Dual 30" Perforated HDPE (w/ filter fabric & stone) (8'-10' depth)	75	LF	\$350.00	\$26,250.00	75	100.00%	0.00	\$0.00
23	Dual 60" Perforated HDPE (w/ filter fabric & stone) (8'-10' depth)	200	LF	\$450.00	\$90,000.00	200	100.00%	0.00	\$0.00
24	Dual 60" Perforated HDPE (w/ filter fabric & stone) (10'-12' depth)	240	LF	\$470.00	\$112,800.00	240	100.00%	0.00	\$0.00
25	Dual 60" Perforated HDPE (w/ filter fabric & stone) (12'-14' depth)	120	LF	\$490.00	\$58,800.00	120	100.00%	0.00	\$0.00
26	Concrete Headwalls	3	EA	\$3,500.00	\$10,500.00	3	100.00%	0.00	\$0.00
27	Scour Holes (18"W x 16'L x 2'D)	3	EA	\$10,000.00	\$30,000.00	3	100.00%	0.00	\$0.00
28	Retaining Wall	135	SF	\$100.00	\$13,500.00	0	0.00%	135.00	\$13,500.00
29	Decorative Crosswalks	225	LF	\$20.00	\$4,500.00	0	0.00%	225.00	\$4,500.00
30	Decorative Fence	130	LF	\$150.00	\$19,500.00	0	0.00%	130.00	\$19,500.00
31	Topsoil, Fertilize and Sod (within ROW)	1,575	SY	\$8.50	\$13,387.50	0	0.00%	1,575.00	\$13,387.50
32	As-Built Plans (GIS Format)	1	LS	\$4,017.67	\$4,017.67	0	0.00%	1.00	\$4,017.67
Estimated Water System Construction Cost					\$2,008,833.50			Total	\$205,805.17
20% Contingency					\$401,767.00			Reduced Amounts	
Total Performance Guarantee Estimate					\$2,410,600.00			\$723,180.00	Percent of Work Remaining 10.25%

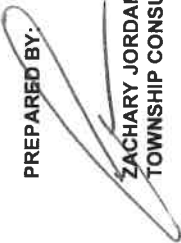
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY INSTALLED	\$ AMOUNT INSTALLED	APPROX. % COMPLETE	TOTAL INCOMPLETE QUANTITY	\$ AMOUNT INCOMPLETE
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	Cash Guarantee (10% of Total Performance Guarantee Amount)			\$241,060.00		\$72,318.00			
	Surety Bond or Letter of Credit (90% of Total Performance Guarantee Amount)			\$2,169,540.00		\$650,862.00			
	Inspection Escrow 5% of the Estimated Construction Cost (.05 x \$277,749.00)			\$100,442.00					

NOTES:

- Unit prices used to prepare this estimate are considered valid for the six (6) month period from the date of preparation only. Later posting of required fees after JUNE 2024, will mandate re-examination and possible update of this estimate.
- The Township Engineer's office MUST be notified (732-410-2650) at least 48 hours in advance of installation of all the above improvements in order to schedule inspections.
- The entire proceeds of the bond posted may be used to guarantee any one line item in this bond estimate. The Township is not bound to the line item estimates herein in case the reasonable cost of installation of any line item exceeds the estimated cost.

PREPARED BY:


ZACHARY JORDAN, PE, CME
TOWNSHIP CONSULTING ENGINEER

RESOLUTION 2024-64

A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN AND STATE OF NEW JERSEY AUTHORIZING REDUCTION OF PERFORMANCE GUARANTEE FOR SANITARY SEWER IMPROVEMENTS FOR OCEAN ACRES PHASE 13

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (the "Township") has received a request from the Developer Walters Development Company for reduction of the Performance Guarantee Bond #PB00459500114 for sanitary sewer improvements for Ocean Acres Phase 13; and

WHEREAS, the Township's consulting engineers CME Associates has performed a site inspection of the sewer system improvements and has issued a review memorandum dated December 5, 2023, a copy of which is attached hereto and made a part hereof, recommending reduction of the Performance Bond #PB00459500114 in accordance with the provisions of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. in the amounts set forth below:

	<u>Original Amounts</u>	<u>New Amounts by this Reduction</u>
Performance Guarantee:	\$ 272,995.00	\$ 81,898.50
Surety Bond or Letter of Credit:	\$ 245,696.00	\$ 73,708.80
Cash Guarantee:	\$ 27,300.00	\$ 8,190.00

WHEREAS, the Township accepts the recommendation of its professional staff; and

NOW THEREFORE BE IT RESOLVED on this 1st day of January 2024 by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, and State of New Jersey as follows:

1. The Township hereby accepts the recommendation of its professional staff and authorizes the reduction of the Performance Guarantee Bond #PB00459500114 for sewer system improvements for Ocean Acres Phase 13.

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

- (a) Mayor Joseph Marte
- (b) Thomas Lombarski, CFO
- (c) Christine Roessner, Finance Department
- (d) Roger Budd, Water and Sewer Utility Manager
- (e) Christopher J. Dasti, Esq., Township Attorney
- (f) Walters Development Company

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

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



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
KEITH CHIARAVALLA, PE, CME

December 5, 2023

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

**Re: Request for Reduction of Performance Guarantee (#PB00459500114)
Sewer Improvements
Ocean Acres Development – Phase 13
Our File: VBGU0092.01**

Dear Mrs. Manno:

In accordance with your request, our office has performed a site inspection of the above-referenced project relative to the developer's request for a reduction of the performance guarantee for the required sewer improvements. Please be advised that there has been substantial completion of the required sewer improvements at this site as shown on the attached spreadsheet. Therefore, our office has no objection to the performance guarantee being reduced to thirty percent (30%) of the original amounts as set forth below.

	<u>Original Amounts</u>	<u>New Amounts by this Reduction</u>
Performance Guarantee:	\$ 272,995.00	\$ 81,898.50
Surety Bond or Letter of Credit:	\$ 245,696.00	\$ 73,708.80
Cash Guarantee:	\$ 27,300.00	\$ 8,190.00

As permitted by the Municipal Land Use Law, our office will not recommend any further reductions to the performance guarantee amounts for this project until all of the required work has been completed and accepted by the Township.

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


Zachary Jordan, PE, CME
Office of Township Consulting Engineer

ZMJ/rd/cc
Enclosure

cc: Martin J. Lisella, Administrator
Thomas Lombarski, CFO
Kurt Otto, PE, Township Engineer
Christine Roessner, Township Finance Office
Christopher Dasti, Esq., Township Attorney
Walters Development, Co., Applicant

UPDATED PERFORMANCE GUARANTEE AND ENGINEERING & INSPECTION ESCROW REDUCTION ESTIMATE

PROJECT: Sanitary Sewerage Facilities
Ocean Acres Development - Phase 13
Barnegat Township, Ocean County, New Jersey



CONSULTING AND MUNICIPAL ENGINEERS

APPLICANT: Walters Development Co., LLC
500 Barnegat Boulevard North, Building 100
Barnegat, NJ 08005

849 West Bay Avenue, Suite 16, Barnegat, NJ 08005
(732) 410-2650 FAX: (609) 698--1680

Plans used to prepare this estimate are comprised of thirty eight (38) sheets entitled "Site Improvement Plan Ocean Acres - Phase 13", prepared by John W. Kornick, PE with K2 Consulting Engineers, Inc. of Haddonfield, NJ and bearing a latest revision date of August 15, 2023.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY INSTALLED	\$ AMOUNT INSTALLED	APPROX. % COMPLETE	TOTAL INCOMPLETE QUANTITY	\$ AMOUNT INCOMPLETE
1	8" PVC SDR 35 (0-8' Deep)	73	\$35.00	\$2,555.00	73	\$2,555.00	100.00%	0	\$0.00
2	8" PVC SDR 35 (8'-10' Deep)	542	\$38.00	\$20,596.00	542	\$20,596.00	100.00%	0	\$0.00
3	8" PVC SDR 35 (10'-12' Deep)	765	\$42.50	\$32,512.50	765	\$32,512.50	100.00%	0	\$0.00
4	8" PVC SDR 35 (12'-14' Deep)	439	\$48.00	\$21,072.00	439	\$21,072.00	100.00%	0	\$0.00
5	8" PVC SDR 35 (14'-16' Deep)	201	\$58.00	\$11,658.00	201	\$11,658.00	100.00%	0	\$0.00
6	8" PVC SDR 35 (16'-18' Deep)	291	\$67.00	\$19,497.00	291	\$19,497.00	100.00%	0	\$0.00
7	8" PVC SDR 35 (18'-20' Deep)	89	\$80.00	\$7,120.00	89	\$7,120.00	100.00%	0	\$0.00
8	8" DIP (18'-20' Deep)	15	\$83.00	\$1,245.00	15	\$1,245.00	100.00%	0	\$0.00
9	8" DIP (20'-22' Deep)	120	\$95.00	\$11,400.00	120	\$11,400.00	100.00%	0	\$0.00
10	Manhole (0-8' Deep)	3	\$2,500.00	\$7,500.00	3	\$7,500.00	100.00%	0	\$0.00
11	Manhole (8'-10' Deep)	5	\$2,800.00	\$14,000.00	5	\$14,000.00	100.00%	0	\$0.00
12	Manhole (10'-12' Deep)	2	\$3,100.00	\$6,200.00	2	\$6,200.00	100.00%	0	\$0.00
13	Manhole (12'-14' Deep)	1	\$3,400.00	\$3,400.00	1	\$3,400.00	100.00%	0	\$0.00
14	Manhole (14'-16' Deep)	1	\$3,700.00	\$3,700.00	1	\$3,700.00	100.00%	0	\$0.00
15	Manhole (18'-20' Deep)	1	\$4,300.00	\$4,300.00	1	\$4,300.00	100.00%	0	\$0.00
16	Standard House Connection	4	\$550.00	\$2,200.00	4	\$2,200.00	100.00%	0	\$0.00
17	Deep House connection (Up to 12' Deep)	29	\$800.00	\$23,200.00	29	\$23,200.00	100.00%	0	\$0.00
18	Deep House Connection (12'-16' Deep)	11	\$1,200.00	\$13,200.00	11	\$13,200.00	100.00%	0	\$0.00
19	Deep House Connection (Over 16' Deep)	8	\$1,500.00	\$12,000.00	8	\$12,000.00	100.00%	0	\$0.00
20	Gravity Sewer Testing	2,535	\$2.00	\$5,070.00	2,535	\$5,070.00	100.00%	0	\$0.00
21	TV Inspection with Video and Report	2,535	\$2.00	\$5,070.00	2,535	\$5,070.00	100.00%	0	\$0.00
22	As-Built Plans (GIS Format)	1	\$4,549.91	\$4,549.91	0	\$0.00	0.00%	1	\$4,549.91
Estimated Sanitary Sewer Construction Cost				\$227,495.50	Total	\$227,495.50			\$4,549.91
20% Contingency				\$45,499.00		Reduced Amount			
Total Performance Guarantee Estimate				\$272,995.00		\$81,898.50	Percent of Work Remaining		2.00%
Cash Guarantee (10% of Total Performance Guarantee Amount)				\$27,300.00		\$8,190.00			
Surety Bond or Letter of Credit (90% of Total Performance Guarantee Amount)				\$245,696.00		\$73,708.80			
Inspection Escrow 5% of the Estimated Construction Cost (.05 x \$235,602.00)				\$11,375.00					

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY INSTALLED	\$ AMOUNT INSTALLED	APPROX. % COMPLETE	QUANTITY INCOMPLETE	\$ AMOUNT INCOMPLETE
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1. **NOTES:**
 Unit prices used to prepare this estimate are considered valid for the six (6) month period from the date of preparation only. Later posting of required fees after JUNE 2024, will mandate re-examination and possible update of this estimate.
2. The Township Engineer's office MUST be notified (732-410-2650) at least 48 hours in advance of installation of all the above improvements in order to schedule inspections.
3. The entire proceeds of the bond posted may be used to guarantee any one line item in this bond estimate. The Township is not bound to the line item estimates herein in case the reasonable cost of installation of any line item exceeds the estimated cost.

PREPARED BY:

ZACHARY JORDAN, PE, CME
TOWNSHIP CONSULTING ENGINEER

RESOLUTION 2024-65

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN AND
STATE OF NEW JERSEY AUTHORIZING REDUCTION OF
PERFORMANCE GUARANTEE FOR WATER IMPROVEMENTS
FOR OCEAN ACRES PHASE 13**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (the "Township") has received a request from the Developer Walters Development Company for reduction of the Performance Guarantee Bond #PB00459500113 for water improvements for Ocean Acres Phase 13; and

WHEREAS, the Township's consulting engineers CME Associates has performed a site inspection of the water improvements and has issued a review memorandum dated December 5, 2023, a copy of which is attached hereto and made a part hereof, recommending reduction of the Performance Bond #PB00459500113 in accordance with the provisions of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. in the amounts set forth below:

	<u>Original Amounts</u>	<u>New Amounts by this Reduction</u>
Performance Guarantee:	\$ 191,820.00	\$ 57,546.00
Surety Bond or Letter of Credit:	\$ 172,638.00	\$ 51,791.40
Cash Guarantee:	\$ 19,182.00	\$ 5,754.60

WHEREAS, the Township accepts the recommendation of its professional staff;
and

NOW THEREFORE BE IT RESOLVED on this 1st day of January 2024 by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, and State of New Jersey as follows:

1. The Township hereby accepts the recommendation of its professional staff and authorizes the reduction of the Performance Guarantee Bond #PB00459500113 for water improvements for Ocean Acres Phase 13.

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

- (a) Mayor Joseph Marte
- (b) Thomas Lombarski, CFO
- (c) Christine Roessner, Finance Department
- (d) Roger Budd, Water and Sewer Utility Manager
- (e) Christopher J. Dasti, Esq., Township Attorney
- (f) Walters Development Company

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat on January 1, 2024.

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



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
KEITH CHIARAVALLO, PE, CME

December 5, 2023

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

**Re: Request for Reduction of Performance Guarantee (#PB00459500113)
Water Improvements
Ocean Acres Development – Phase 13
Our File: VBGU0092.01 (63001)**

Dear Mrs. Manno:

In accordance with your request, our office has performed a site inspection of the above-referenced project relative to the developer's request for a reduction of the performance guarantee for the required water improvements. Please be advised that there has been substantial completion of the required water improvements at this site as shown on the attached spreadsheet. Therefore, our office has no objection to the performance guarantee being reduced to thirty percent (30%) of the original amounts as set forth below.

	<u>Original Amounts</u>	<u>New Amounts by this Reduction</u>
Performance Guarantee:	\$ 191,820.00	\$ 57,546.00
Surety Bond or Letter of Credit:	\$ 172,638.00	\$ 51,791.40
Cash Guarantee:	\$ 19,182.00	\$ 5,754.60

As permitted by the Municipal Land Use Law, our office will not recommend any further reductions to the performance guarantee amounts for this project until all of the required work has been completed and accepted by the Township.

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

Zachary Jordan, PE, CME
Office of Township Consulting Engineer

ZMJ/rd/cc
Enclosure

cc: Martin J. Lisella, Administrator
Thomas Lombarski, CFO
Kurt Otto, PE, Township Engineer
Christine Roessner, Township Finance Office
Christopher Dasti, Esq., Township Attorney
Walters Development, Co., Applicant

PERFORMANCE GUARANTEE AND ENGINEERING & INSPECTION ESCROW ESTIMATE

PROJECT: Water System Facilities
Ocean Acres Development - Phase 13
Barnegat Township, Ocean County, New Jersey

APPLICANT: Walters Development Co., LLC
500 Barnegat Boulevard North, Building 100
Barnegat, NJ 08005



CONSULTING AND MUNICIPAL ENGINEERS
849 W. Bay Avenue, Suite 16, Barnegat NJ 08005
Phone: (732) 410-2650 Fax: (609) 698-1680

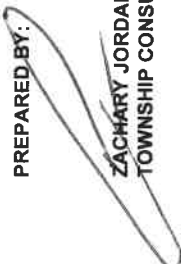
Plans used to prepare this estimate are comprised of thirty eight (38) sheets entitled "Site Improvement Plan Ocean Acres - Phase 13" prepared by John W. Kornick, PE with K2 Consulting Engineers, Inc. of Haddonfield, NJ and bearing a latest revision

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY INSTALLED	\$ AMOUNT INSTALLED	APPROX. % COMPLETE	TOTAL INCOMPLETE QUANTITY	\$ AMOUNT INCOMPLETE
1	8" C900 Water Main	2,500	LF	\$90,000.00	2,500	\$90,000.00	100.00%	0	\$0.00
2	8" Gate Valve with Box	9	EA	\$7,650.00	9	\$7,650.00	100.00%	0	\$0.00
3	Fire Hydrant Assembly (Including Piping and Valve)	7	EA	\$24,500.00	7	\$24,500.00	100.00%	0	\$0.00
4	Remove Existing Fire Hydrant Assembly	1	EA	\$500.00	0	\$0.00	0.00%	1	\$500.00
5	Water Service Connections	52	EA	\$31,200.00	1	\$600.00	1.92%	51	\$30,600.00
6	Connect to Existing Water System	2	EA	\$1,000.00	1	\$500.00	50.00%	1	\$500.00
7	Disinfection & Testing	2,500	LF	\$5,000.00	2,500	\$5,000.00	100.00%	0	\$0.00
8	As-Built Plans (GIS Format)	1	LS	\$3,197.00	0	\$0.00	0.00%	1	\$3,197.00
				\$159,850.00		\$128,250.00		Total	\$34,797.00
Estimated Water System Construction Cost									
20% Contingency				\$31,970.00		Reduced Amounts			
Total Performance Guarantee Estimate				\$191,820.00		\$57,546.00	Percent of Work Remaining		21.77%
Cash Guarantee									
(10% of Total Performance Guarantee Amount)				\$19,182.00		\$5,754.60			
Surety Bond or Letter of Credit									
(90% of Total Performance Guarantee Amount)				\$172,638.00		\$51,791.40			
Inspection Escrow									
5% of the Estimated Construction Cost				\$7,993.00					
(.05 x \$277,749.00)									

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY INSTALLED	\$ AMOUNT INSTALLED	APPROX. % COMPLETE	TOTAL INCOMPLETE QUANTITY	\$ AMOUNT INCOMPLETE
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1. **NOTES:**
 Unit prices used to prepare this estimate are considered valid for the six (6) month period from the date of preparation only. Later posting of required fees after JUNE 2024, will mandate re-examination and possible update of this estimate.
2. The Township Engineer's office MUST be notified (732-410-2650) at least 48 hours in advance of installation of all the above improvements in order to schedule inspections.
3. The entire proceeds of the bond posted may be used to guarantee any one line item in this bond estimate. The Township is not bound to the line item estimates herein in case the reasonable cost of installation of any line item exceeds the estimated cost.

PREPARED BY:



ZACHARY JORDAN, PE, CME
 TOWNSHIP CONSULTING ENGINEER

RESOLUTION 2024-66

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY, AWARDING A CONTRACT TO DEL VEL
CHEMICAL FOR GREASE TRAPS TOTAL SYSTEM SOLUTION (PEAT) FOR
THE WATER & SEWER DEPARTMENT**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Township Administrator is hereby authorized to endorse a contract agreement with Del Vel Chemical Corp., P.O. Box 67, 250 Old Marlton Place, Medford, NJ 08055, for Total System Solution (PEAT) for the Barnegat Township Water & Sewer Department in the amount of \$14,520.00

BE IT FURTHER RESOLVED that the funds, in an amount not to exceed \$14,520.00, are hereby appropriated in the following line item appropriation(s), and is hereby certified by the Certified Municipal Finance Officer as of the adoption of this resolution.

Line Item: 4-09-55-500-031


Thomas Lombarski, CFO

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024

Donna M. Manno, RMC
Municipal Clerk

Township of Barnegat

COUNTY OF OCEAN



WATER & SEWER UTILITIES
900 WEST BAY AVENUE
BARNEGAT, NEW JERSEY 08005-1298

OFFICES: (609) 698-6185
FAX #: (609) 698-6223
Visit Our Website: www.barnegatwatersewer.com

MEMORANDUM

To: Tom Lombarski
Fr: Roger Budd
Date: 11-22-23
Ref: Service Contract for Total System Solution (PEAT)
Cc: Donna Manno ✓

Attached please find price quotes for the yearly contract for Total System Solution (PEAT).

Please put this on the December agenda awarding the contract to Del Vel Chemical in the amount of \$ 14,520.00.

If you have any questions please call me.

Regards,
Roger

TOWNSHIP OF BARNEGAT
SOLICITATION OF QUOTATION RECORD FORM for 2024

DEPARTMENT	WATER/SEWER UTILITIES	2024	REQUISITION #
ITEM	TOTAL SYSTEM SOLUTION (PEAT)		
OR			
SERVICE			

VENDOR NAME	DEL VEL CHEMICAL COMPANY	SOLICITATION	609-714-3030
		(METHOD)	EMAILED
CONTACT INFO	LAUREN DELMASTRO	RESPONSE	11/22/2023
	609-714-2424 mdelmastro@delvel.com	(METHOD)	EMAILED

PRICE	150 PAILS @96.80/5 GAL PAIL = \$14520.00	DELIVERY CHARGE	INCLUDED
SPECIAL TERMS			

VENDOR NAME	JSH INTERNATIONAL	SOLICITATION	856-234-4921
		(METHOD)	EMAILED
CONTACT INFO	Jim Taylor	RESPONSE	
	99 Birchfield Dr. Mt. Laurel NJ jimt@jshinternational.net	(METHOD)	

PRICE	150 pails @	DELIVERY CHARGE	
SPECIAL TERMS	DID NOT RESPOND TO EMAILED REQUEST FOR PRICING		

VENDOR NAME		SOLICITATION	
		(METHOD)	
CONTACT INFO		RESPONSE	
		(METHOD)	

PRICE		DELIVERY CHARGE	
SPECIAL TERMS			

<input type="checkbox"/> QUOTES NOT SOUGHT	<input type="checkbox"/> NOT AWARDED TO LOWEST QUOTE
--	--

AWARDED TO: _____	COST: _____
-------------------	-------------

SPECIAL COMMENTS/	
EXPLANATION:	

SOLICITATION PERFORMED BY OR UNDER SUPERVISION OF:


 NAME AND SIGNATURE OF CONTRACTING AGENT

11/27/23

 DATE

****SEND TO FINANCE OFFICE WITH ATTACHMENTS****

BARNEGAT TOWNSHIP QUOTE REQUEST

Barnegat Township requests a quote for the following:

ITEM:	5-GALLON PAILS – TOTAL SYSTEM SOLUTION (PEAT)
AVG. DELIVERY QTY:	35 PAILS EVERY 3 MONTHS
REQUIREMENTS:	ONE DELIVERY LOCATION
EST. ANNUAL QTY:	150 PAILS PER YEAR:

COMPANY NAME: Delvel Chem
CONTACT NAME: Michael DeMastro PHONE # 609-714-2424
EMAIL ADDRESS: mdeMastro@delvel.com

UNIT PRICE IN FIGURES PER 5 GALLON PAIL \$96.80

TOTAL PRICE FOR 2024: \$14,520

DELIVERY CHARGE: \$0

PERIOD – JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

If you have any questions regarding the above specifications, please feel free to contact me at 609-698-6185.

ALL QUOTES SHOULD BE FAX TO: 6090-698-6223 OR EMAILED TO janetw@barnegat.net



PRICE QUOTE

Phone 609-714-2424
Fax 609-714-3030

Quoted
BARNEGAT TWP
900 WEST BAY AVE
BARNEGAT NJ 08005
Tel:609-548-3324 Fax:609-698-6223

Ship To
BARNEGAT TWP WATER & SEWER
979 WEST BAY AVE
BARNEGAT NJ 08005

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q013569	11/22/2023	01/06/2024	0007429		Our Truck	MD
Job ID	Customer Terms			Salesman		
	Net 30 Days			HOUSE		
Product	Description	UM	Quant	Unit Price	Extension	
TSS 5	TOTAL SYSTEM SOLUTION FOR GREASE TRAPS 5 GALLON PAIL	PL	150	96.80	14520.00	
X: _____ (Accepted by)				Sub Total	\$14,520.00	T o t a l
				Freight	\$0.00	
				Misc Charges	\$0.00	
				Tax Amount	\$0.00	
						\$14,520.00

MESSAGE	TERMS

RESOLUTION 2024- 67

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY, AWARDING A CONTRACT TO MIRACLE
CHEMICAL FOR SODIUM HYPOCHLORITE SOLUTION FOR
THE WATER & SEWER DEPARTMENT**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Township Administrator is hereby authorized to endorse a contract agreement with Miracle Chemical, 1151B Highway 33, Farmingdale, NJ 07727, for Sodium Hypochlorite for the Barnegat Township Water & Sewer Department in the amount of \$27,576.00 for the year of 2024.

BE IT FURTHER RESOLVED that the funds, in an amount not to exceed \$27,576.00, are hereby appropriated in the following line item appropriation(s), and is hereby certified by the Certified Municipal Finance Officer as of the adoption of this resolution.

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

Line Item: 4-09-55-500-031

: 
Thomas Lombarski, CFO

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024

Donna M. Manno, RMC
Municipal Clerk

Township of Barnegat

COUNTY OF OCEAN



WATER & SEWER UTILITIES
900 WEST BAY AVENUE
BARNEGAT, NEW JERSEY 08005-1298

OFFICES: (609) 698-6185
FAX #: (609) 698-6223
Visit Our Website: www.barnegatwatersewer.com

MEMORANDUM

To: Tom Lombarski

Fr: Roger Budd 

Date: 11-16-23

Ref: Service Contract for Sodium Hypochlorite Solution

Cc: Donna Manno 

Attached please find price quotes for the yearly contract for Sodium Hypochlorite Solution.

Please put this on the December 5, 2023 agenda awarding the contract to Miracle Chemical in the amount of \$ 27576.00.

If you have any questions please call me.

Regards,

Roger

TOWNSHIP OF BARNEGAT
SOLICITATION OF QUOTATION RECORD FORM - CHLORINE

DEPARTMENT	BARNEGAT UTILITIES	REQUISITION #
ITEM OR SERVICE	SODIUM HYPOCHLORITE SOLUTION	
VENDOR NAME	MIRACLE CHEMICAL	SOLICITATION (METHOD) 732-938-9110 EMAILED 11/9/2023
CONTACT INFO	BOB ALOTTA - 732-938-9110 sales@miraclechemical.com	RESPONSE (METHOD) E-MAILED 11/14/2023
PRICE	4800 GALS @ 5.745/GAL DELIVERED	
SPECIAL TERMS	\$27576.00 FOR 2024 DELIVERY CHARGE INCLUDED	
VENDOR NAME	BUCKMAN'S INC.	SOLICITATION (METHOD) 610-495-7229 EMAILED 11/9/2023
CONTACT INFO	KARL LEVINS 610-495-7495 karl@buckmansinc.com	RESPONSE (METHOD) EMAILED 11/16/2023
PRICE	4800 GALLONS @ \$6.13/GAL	
SPECIAL TERMS	\$29,424.00 FOR 2024 DELIVERY CHARGE: \$25 fuel and \$4 RCS totaling \$29 per stop.	
VENDOR NAME		SOLICITATION (METHOD)
CONTACT INFO		RESPONSE (METHOD)
PRICE		DELIVERY CHARGE
SPECIAL TERMS		
<input type="checkbox"/>	QUOTES NOT SOUGHT	<input type="checkbox"/> NOT AWARDED TO LOWEST QUOTE
AWARDED TO:	MIRACLE CHEMICAL	COST: \$5.745/GAL DELIVERED TOTAL PRICE: 27,576.00
SPECIAL COMMENTS/ EXPLANATION:		

SOLICITATION PERFORMED BY OR UNDER SUPERVISION OF:



 NAME AND SIGNATURE OF CONTRACTING AGENT

 DATE

****SEND TO FINANCE OFFICE WITH ATTACHMENTS****

RESOLUTION 2024-68

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY, AWARDING A CONTRACT TO KROFF CHEMICAL
CO. FOR ODOR CONTROL FOR THE 4TH ST PUMP STATION FOR
THE WATER & SEWER DEPARTMENT**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Township Administrator is hereby authorized to endorse a contract agreement with Kroff Chemical Co., One North Shore Center-Suite 450, Pittsburgh PA 15212, for Odor Control for the 4th Street Pump Station for the Barnegat Township Water & Sewer Department in the amount not to exceed \$6,435.00

BE IT FURTHER RESOLVED that the funds, in an amount not to exceed \$6,435.00, are hereby appropriated in the following line item appropriation(s), and is hereby certified by the Certified Municipal Finance Officer as of the adoption of this resolution.

Line Item: _____

Line Item: 4-09-55-500-031


Thomas Lombarski, CFO

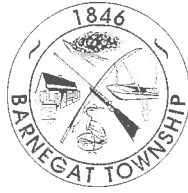
CERTIFICATION

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024

Donna M. Manno, RMC
Municipal Clerk

Township of Barnegat

COUNTY OF OCEAN



WATER & SEWER UTILITIES
900 WEST BAY AVENUE
BARNEGAT, NEW JERSEY 08005-1298

OFFICES: (609) 698-6185
FAX #: (609) 698-6223
Visit Our Website: www.barnegatwatersewer.com

MEMORANDUM

To: Tom Lombarski

Fr: Roger Budd 

Date: DECEMBER 17, 2023

Ref: Service Contract for Odor Control for 4th Street Pump Station

Cc: Donna Manno 

Attached please find price quotes for the yearly contract for Odor Control for 4th Street Pump Station.

Please put this on the agenda awarding the contract to Kroff Chemical Company in the amount of \$536.25 per 5 gal pail, not to exceed \$6435.00, plus an annual freight charge of up to \$300.00,

If you have any questions please call me.

Regards,
Roger

**TOWNSHIP OF BARNEGAT - SOLICIATION OF QUATATION RECORD FORM
2024 - ODOR NEUTRALIZER**

DEPARTMENT	BARNEGAT UTILITIES	2024	REQUISITION #
ITEM OR SERVICE	EVANSCENT CLEAR NEUTRALIZER		
VENDOR NAME	KROFF CHEMICAL COMPANY	SOLICITATION (METHOD)	emailed 11/9/2023
CONTACT INFO	BILL WENDEL 610-716-1820 bwendel@kroff.com	RESPONSE (METHOD)	emailed 11/13/2023
PRICE	\$536.25/per 5 gal pail x 12 pails = \$6435.00/yr		
SPECIAL TERMS	Delivery \$25 per 5 gal pail or \$300/yr		
VENDOR NAME	BIOTRIAD	SOLICITATION (METHOD)	570-300-2323 EMAILED 11/9/2023
CONTACT INFO	MARTA PLANKER marta@biotradusa.com	RESPONSE (METHOD)	
PRICE:	NO RESPONSE TO EMAIL REQUEST FOR PRICING	DELIVERY CHARGE	
VENDOR NAME		SOLICITATION (METHOD)	
CONTACT INFO		RESPONSE (METHOD)	
PRICE		DELIVERY CHARGE	
SPECIAL TERMS			
<input type="checkbox"/> QUOTES NOT SOUGHT		<input type="checkbox"/> NOT AWARDED TO LOWEST QUOTE	
AWARDED TO:		COST:	
SPECIAL COMMENTS/ EXPLANATION:			

SOLICITATION PERFORMED BY OR UNDER SUPERVISION OF:



 NAME AND SIGNATURE OF CONTRACTING AGENT

 DATE

****SEND TO FINANCE OFFICE WITH ATTACHMENTS****

Township of Barnegat

COUNTY OF OCEAN



WATER & SEWER UTILITIES
900 WEST BAY AVENUE
BARNEGAT, NEW JERSEY 08005-1298

OFFICES: (609) 698-6185
FAX #: (609) 698-6223

Visit Our Website: www.barnegatwatersewer.com

BARNEGAT TOWNSHIP QUOTE REQUEST

Barnegat Township requests a quote for the following:

ITEM:	5-GALLONS OF PUMP STATION ODOR NEUTRALIZER
AVG. DELIVERY QTY:	5-GALLONS PER MONTH
REQUIREMENTS:	ONE DELIVERY LOCATION
EST. ANNUAL QTY:	60 GALLONS PER YEAR

COMPANY NAME: KROFF CHEMICAL COMPANY

CONTACT NAME: Bill Wendel PHONE # 610 716 1820

EMAIL ADDRESS: bwendel@KROFF.COM

UNIT PRICE IN FIGURES PER 5 GALLON PAIL \$ 536.25 per 5 Gallon Pail

TOTAL PRICE FOR 2024: (12 pails per year) \$ 6435.00

DELIVERY CHARGE: \$ 25 per 5 Gallon Pail or \$ 300 per year

PERIOD – JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

If you have any questions regarding the above specifications, please feel free to contact me at 609-698-6185.

ALL QUOTES SHOULD BE FAX TO: 6090-698-6223 OR EMAILED TO janetw@barnegat.net

RESOLUTION 2024-69

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING AND AUTHORIZING EXECUTION OF A NEW COLLECTIVE BARGAINING AGREEMENT WITH OPEIU LOCAL 32 / WHITE COLLAR EMPLOYEES

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has been involved in negotiations with representatives of OPEIU Local 32/White Collar Employees (hereinafter referred to as the "Union"); and

WHEREAS, the negotiations between representatives of the Township and the Union have resulted in a satisfactory four (4) year agreement; and

WHEREAS, the proposed agreement is in accordance with the Township's budgetary constraints.

NOW, THEREFORE, BE IT RESOLVED, this 1st day of January, 2024, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. The Township accepts and authorizes execution of the Collective Bargaining Agreement, true copies of which are on file at the office of the Township Clerk and can be reviewed during normal business hours.

2. The Township authorizes and directs the Mayor, Township Clerk, and Township administrator to execute any and all necessary documents in order to implement the intent of this resolution.

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

- (a) Barnegat Township Mayor; Joseph Marte
- (b) Township Attorney; Christopher Dasti, Esq.
- (c) Bill Hennings, Union Representative; and
- (d) Thomas Lombarski, CFO, Township of 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 Township Committee of said Township at their reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024.

Donna M. Manno, RMC
Municipal Clerk

CONTRACT BETWEEN
TOWNSHIP OF BARNEGAT
OCEAN COUNTY, NEW JERSEY
AND
THE OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 32
REPRESENTING
WHITE COLLAR EMPLOYEES

January 1, 2024 until December 31, 2027

AGREEMENT

A. THIS AGREEMENT made this ____ day of _____, 2024 between the Township of Barnegat, a Municipal Corporation organized and existing under the laws of the State of New Jersey, a Public Township with its main office at 900 West Bay Avenue, Barnegat, New Jersey 08005, hereinafter referred to as the TOWNSHIP, and the Office and Professional Employees International Union, Local 32, AFL-CIO-CLC, representing White Collar Employees hereinafter referred to as the UNION or OPEIU.

B. Whereas it shall be recognized that just and equitable incentives and conditions shall be established and maintained in order to promote efficiency and economy in the operation of the government; and positions with similar duties and responsibilities shall be classified and compensated on a uniform basis. Therefore, every effort shall be made to stimulate high morale by fair administration of the policy and collective agreement and by consideration of the rights and interests of employees, consistent with the best interests of the public and the Township.

ARTICLE 1: PURPOSE

The purpose of this Agreement is to set forth herein all negotiable terms and conditions of employment.

ARTICLE 2: RECOGNITION CLAUSE

The Township recognized O.P.E.I.U., Local 32, AFL-CIO-CLC, as the exclusive representative of all white collar employees and employed by the Township of Barnegat, including regular part-time employees and excluding all other employees, managerial executives, confidential employees, PBA and SOA members, craft employees, professional employees, blue collar employees, and supervisors within the meaning of the Act and specifically excluding, without limitation, the following titles:

DEPUTY CLERK

ARTICLE 3: CHECKOFF OF DUES

A. The Township agrees to deduct Union member dues from the earnings of each employee when said employee has properly authorized such deduction in writing. The Union will indemnify, defend, and save harmless the Township against any

and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township. The Township will forward all dues deduction monies collected on a monthly basis to the Secretary/Treasurer of the Office and Professional Employees International Union. A list of names and deductions will be forwarded monthly.

- B. The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the OPEIU shall pay an agency shop fee equal to 85% of the dues, initiation fees, and special assessments on the bargaining agent. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the Township harmless from any and all actions it takes under this Article.

NOTE: The United States Supreme Court decision in the case of *Janus v. AFSCME, Council 31* outlawed the collection of agency fees in the public sector. As such, the Township will not collect agency fees described above while this remains the law.

ARTICLE 4: MANAGEMENT RIGHTS

The Township hereby retains and reserved unto itself, without limitation, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, or other appropriate law, including, but without limiting the generality of the foregoing, the following rights:

- A. The Management and Administrative control of the Township Government and its properties and facilities.
- B. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township, and in that regard establish reasonable work rules.
- C. To suspend, demote, discharge or take any other appropriate disciplinary actions against an employee in accordance with this Agreement and appropriate law.

- D. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

The exercise of the foregoing powers, right, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the United States.

Nothing contained in this Article shall be construed to deny or restrict the Township of its rights, responsibilities or authority under R.S. 40 and 40a, or any other national, state, county or local laws or ordinances.

ARTICLE 5: OPEIU RIGHTS

- A. Whenever any representative of the UNION or a member participates in negotiations, grievance proceedings, conferences or meetings, he/shall suffer no loss of pay or interference.
- B. In order to provide for the orderly handling of union matters, upon 48 hours notice, unless otherwise impracticable, to his/her department head, the Shop Steward or his/her designee shall be released from his/her Township duties for reasonable periods of time for the purpose of handling grievances, attending labor seminars, meeting with the labor attorney and other union matters.
- C. With prior approval from the Township Administrator or his/her designees, which shall not be unreasonable withheld, the UNION shall have the right to use TOWNSHIP equipment and offices at reasonable times when such equipment and facilities are otherwise not in use.
- D. The Township recognizes the UNION as the exclusive representative of the employees as defined under Article 2, Recognition, and agrees that it shall not negotiate concerning said employees with any other organization or individual/employee for the duration of this Agreement.
- E. Township buildings, equipment or offices shall be made available for UNION use or activity at reasonable times when

not in use or needed for Township business. Permission for such activity must be obtained from the Administrator or his/her designee.

ARTICLE 6: EMPLOYEE RIGHTS

- A. The parties agree to comply with all Equal Employment Opportunity guidelines and statutes.
- B. No employee shall be disciplined or reprimanded without just cause. Any such actions asserted by the Township, or any agent or representative thereof, shall be subjected to the grievance procedure set forth herein.

ARTICLE 7: NEGOTIATION PROCEDURES

- A. The parties agree to enter into Collective Negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-2 et seq.; as amended, in good faith to reach agreement on all matters concerning the terms and conditions of employment.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- C. The Township agrees not to negotiate with any said employees as defined in Article 2 or recognize any other organization or individual as majority representative other than OPEIU for the duration of this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. The Union shall provide this Agreement so that every employee may be provided with a copy and so there may be sufficient copies in reserve for any employee hired during the term of this Agreement. The printing and distribution shall be accomplished within thirty (30) days of the signing of this Agreement.

ARTICLE 8: NO STRIKE - NO LOCKOUT

- A. In addition to any other restrictions under the law, the Union will not cause a strike, work slow down, work stoppage, or job action of any kind, nor will any employee take part in

a strike, interference with or stoppage of the Township's work. The Township shall not cause any lockout.

- B. If the Union violates this section, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in Court in addition to any other legal remedies which may be available.

ARTICLE 9: DEFINITIONS

A. The TOWNSHIP and the UNION agree the following definitions shall be incorporated into this Agreement:

1. Full Time Employee - any employee scheduled to work 30 hours or more per week.
2. Part Time Employee - any employee scheduled to work 29 hours per week or less.
3. Temporary Employee - an employee hired for a position of specified limited duration not to exceed six (6) months.

ARTICLE 10: GRIEVANCE PROCEDURE

A. PURPOSE: The purpose of this procedure is to secure, at the lowest level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff.

B. DEFINITION: The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

C. STEPS OF GRIEVANCE PROCEDURE:

STEP ONE: An aggrieved employee shall discuss his grievance with the Union Steward and the Department Head within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Union Steward and the

Department Head. Failure to act within said five (5) working days should be deemed to constitute an abandonment of the grievance on behalf of the individual.

The Department Head shall attempt to settle the grievance or render a decision within five (5) working days after grievance has been raised.

STEP TWO: In the event a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one (1) copy furnished to the Administrator (or in the absence of the Administrator, the Township Clerk) and one (1) copy to the Department Head within five (5) working days following the determination by the Department Head.

The Department Head, or his representative, and the Administrator shall meet and attempt to resolve the grievance within ten (10) working days from the time it was presented. The Administrator shall, within ten (10) working days of such meeting, issue a written determination on the grievance.

STEP THREE: If the grievance has not been resolved through STEP TWO, the same shall be presented in writing for the employee by the employee's Union representative to the Township Committee within ten (10) working days of the written response from STEP TWO. The Township Committee, or a Sub-Committee of the Township Committee designated by the Township Committee, shall hold a hearing within fifteen (15) working days of the presentation of the grievance, and render a determination within ten (10) working days of the date of such hearing. Failure of the Township Committee to render a decision within said ten- (10) day period should constitute a denial of the grievance.

STEP FOUR: If the aggrieved person is not satisfied with the disposition of the grievance through STEP THREE, he may, within ten (10) working days after a decision has been rendered, submit his grievance to arbitration. The request for arbitration shall be through the Public Employment Relations Commission pursuant to N.J.A.C. 19:12-5.1.

The decision of the Arbitrator shall be binding. The Arbitrator will have no authority to add to, subtract from, or otherwise change the contract agreed between the parties. The Arbitrator shall be without power to make any decision,

which requires the commission of an act, prohibited by law or which violates the terms of this Agreement. The decision of the Arbitrator shall be in writing with reasons therefore, except by mutual consent of the parties. The cost of Arbitration shall be equally shared by the UNION and the TOWNSHIP.

ARTICLE 11: SENIORITY

- A. Seniority shall be considered for the purposes of scheduling vacations and personal leave and shall be a consideration if a job opening should occur but shall not be the sole determining criteria.
- B. When the Township decides to reduce the number of employees in any particular job title, the Township will do so on the basis of employee seniority within each job title.
 - 1. The Township shall allow during layoff or reduction of staff, a more senior employee to displace any Temporary Full Time Employee, thereafter displace based on the requisite skills, knowledge and abilities one who is less senior.
- C. Employees shall be recalled for work from layoff in the order of their seniority, provided that they, in the discretion of the Township, have the requisite qualifications and ability to perform the work available.
- D. When an employee is on an approved leave of absence, seniority shall continue to accumulate for a period of six (6) months for the purpose of longevity and vacation.

ARTICLE 12: LONGEVITY

- A. Longevity pay will be set forth below for all full-time employees based upon the date of appointment/hire. Longevity shall be calculated on the base rate of each employee. Longevity shall not apply to employees hired after July 1, 2015.

<u>Years of Service</u>	<u>Longevity Pays</u>
Start of 5 th year	4%
Start of 9 th year	5%
Start of 13 th year	6%
Start of 17 th year	7%

Start of 21 st year	8%
Start of 25 th year	9%
Start of 29 th year	10%
Start of 33 rd year	11%
Start of 37 th year	12%
(and thereafter)	

ARTICLE 13: OVERTIME

- A. All work performed by employees covered by this Agreement, in excess of thirty-five (35) hours per week shall receive compensation at time and one-half the regular hourly rate of said employee.
- B. Employees who are called into work while off-duty shall be compensated with a minimum of three (3) hours pay at the rate of one and one-half times the regular rate.
- C. Call-in Compensation for holidays and Sundays will be at double-time rate. Three-hour minimum to remain unchanged.

ARTICLE 14: SICK LEAVE

- A. All permanent full-time employees covered by this Agreement shall earn sick leave pay at a rate of one and one-quarter (1-1/4) working days for each month of service. The amount of such leave not taken shall accumulate from year to year as provided under "**Paragraph F**" of this Article.
- B. All full-time employees with two (2) or more years of service shall be credited with fifteen (15) days on the employee's anniversary date, in anticipation of continued employment.
- C. All days specified in this Article shall be converted into hours. Said conversion shall be calculated by multiplying the number of days set forth by (7) hours. In the case of Civilian Police Employees, the calculations shall be multiplying of the number of days by (8) hours.
- D. The term "sick leave with pay" is hereby defined to mean the necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.
- E. Employees absent on sick leave for a period of five (5) consecutive days shall submit on an interim basis as directed

by the Township medical evidence acceptable to the Township substantiating the illness to the Township Clerk or Administrator. In addition, such employee may be required by the Township to submit to an examination by the Township physician or other physician designated by the Township.

- F. Throughout his/her period of employment with the Township, an employee shall be entitled to accumulate sick time with a cap of \$15,000. Accumulation of sick days shall be credited to each annual allotment and recorded by the Anniversary date of said employee.
- G. No employee while on sick leave from the Township shall be employed elsewhere or engaged in any outside work for employment whatsoever.
- H. Notwithstanding any provision of the Agreement to the contrary, where the Township Committee has approved an unpaid leave of absence for any employee covered by this Agreement, the Township Committee shall have the exclusive discretion to determine whether such employee shall receive medical or other benefits while on such leave.
- I. If the employee has not used more than five (5) sick days throughout the calendar year, he/she shall be entitled to sell back an equivalent of five (5) days (35 hours) of accumulated sick leave at a rate of pay for that year. However, in the event an employee has thirty (30) "banked" sick days, he/she may sell back up to ten (10) days.

Payment of this buy-back shall be made in the first pay period of March of the following year. Eligible employees must select buy-back by February 15th.

- J. A Fifteen Thousand Dollar (\$15,000) limit for sick leave payout upon separation from employment.
- K. [DELETED]
- L. Employees with a part-time status shall accumulate one (1) hour of sick leave for every thirty (30) hours worked, with a yearly maximum of sick leave that shall not exceed forty (40) hours.
- M. Employees are permitted to utilize sick leave for medical/medically based appointments.

ARTICLE 15: PERSONAL LEAVE

- A. Each employee shall be entitled to five (5) non-accumulative paid personal leave days for the conduct of personal business. The use of such personal days shall require forty-eight (48) hours notice to the employee's immediate supervisor **when possible**, and approval of same by the supervisor.
- B. Leave of absences:
1. An employee who is on a leave of absence without pay shall not receive the accrual of paid time off (including sick and personal leave). This provision shall not apply to absences due to job-related illness or injury.

ARTICLE 16: BEREAVEMENT

All regular full time employees covered by this agreement shall receive five (5) working days off with pay in the event of a death in the employee's immediate family. The term immediate family shall include parents, brothers, sisters, spouse's parents, brothers and sisters and grandparents of the employee or spouse, or any other dependent relative living within the employee's household.

For any death other than that of the immediate family the employee shall be granted up to two (2) consecutive days to attend wake and funeral services providing the services fall on an employee's work day, otherwise they shall be granted one (1) day. Eight (8) working days shall be granted in the event of a death of an employee's spouse or children.

For all part-time employees, they shall receive one-half of the applicable timeframe offered to full-time employees as applicable based upon the type of immediate family/non-immediate family loss.

ARTICLE 17: VACATION

- A. All full-time permanent employees shall be granted the following annual leave for vacation purposes with pay in and for each calendar year as follows:

		<u>7 Hour</u> <u>Employees</u>	<u>8 Hour</u> <u>Employees</u>
Start of 6 th month	5 days	35 hours	40 hours
Start of 2 nd year	12 days	84 hours	96 hours
Start of 4 th year	15 days	105 hours	120 hours
Start of 9 th year	18 days	126 hours	144 hours
Start of 14 th year	21 days	147 hours	168 hours
Start of 19 th year	25 days	175 hours	200 hours
Start of 25 th year	28 days	196 hours	224 hours
Start of 29 th year	30 days	210 hours	240 hours

and thereafter

- B. Eligibility for vacations shall be computed as of the first day of the month in which the employee was hired.
- C. Vacations shall be scheduled so as not to interfere with the operations of the department to which the employee is assigned. Vacations shall be taken within the year of entitlement.
- D. All requests for vacations shall be submitted at least two (2) weeks prior to the requested vacation time. **Requests will be submitted to the Department Head and approved on a seniority basis.**
- E. All vacations are submitted for final approval by the Township Administrator or Township Clerk.
- F. An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance prorated on the basis of the number of months worked in a calendar year in which the separation becomes effective.
- G. If an employee leaves the employ of the Township for any reason before the end of the calendar year after having taken a vacation allowance for the year, he/she will be charged with the unearned part of his/her vacation which will be deducted from his/her final paycheck.
- H. Vacation may be taken in one-hour increments.
- I. Should the operation of the Township prohibit an employee from utilizing his/her vacation time, said employee may buy back or accumulate more time with the approval of the Township Business Administrator.

J. An employee may sell back vacation leave up to 35 hours per year. Employees shall notify the Township in writing before February 15th of the subsequent year if they intend to sell back vacation leave time, along with the exact number of days that will be sold back. Payout shall be at the previous year's hourly rate of pay. Payment must be made no later than March 15th in the new fiscal year.

ARTICLE 18: HOLIDAYS

A. Effective January 1, 2024 each employee covered by this Agreement shall be allowed the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Birthday	Veterans' Day*
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Juneteenth (3rd Friday)	Christmas Eve (one-half day)
Independence Day	Christmas Day

*Veterans' Day shall be established in the schedule of holidays and designated during the week in which it is actually observed.

B. The Township Administrator shall, by December 15th of the preceding year, publish to all employees a schedule of actual calendar days of the upcoming year for the above list of holidays.

C. Whenever Christmas Day falls on a Thursday, the Friday immediately following shall be a holiday with pay.

ARTICLE 19: UNION LEAVE

The bargaining unit may use up to a total of fifteen (15) aggregate days for Union business leave each year. Employees must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any Township department when it is taken.

ARTICLE 20: HEALTH BENEFITS

A. MEDICAL CARE

1. The Township shall provide to each full time employee and the employee's immediate family (spouse and children), access to the medical policy(ies) that is available at the time through the Township.
2. Nothing in this Article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.
3. Should there be a change in the law during the term of this contract that has effect of reducing employee contributions below the contributions required by P.L. 2001 c.78 (Tier 3), such law shall be incorporated within the terms of this contract immediately upon its effective date. January 1st, 2015, the employees covered under the collective bargaining agreement started Tier 1.
4. Should there be a favorable change in rates for any other unionized group within the Township of Barnegat, such favorable change(s) shall be incorporated within the terms of this contract.

B. VISION CARE

1. The Township shall provide for the cost of vision care for the employee up to a maximum of \$650.00 per calendar year. No increase(s) to the maximum amount will be contemplated unless or until there is a change that is codified in the Barnegat Township Personnel Manual. The employee may use this benefit for any member of his/her immediate family. Family means a member of the employee's family residing with his/her home and includes students up to the age of 26 years old.

C. DENTAL CARE

1. The Township shall provide to all full-time employees and the employee's family access to group dental coverage that is available at the time through the Township.

2. Nothing in this Article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.

D. PRESCRIPTION DRUGS

1. The Township shall provide a Prescription Plan through a carrier that provides a prescription card service.
2. Nothing in this Article shall prevent the Township from changing the current prescription drug insurance carrier so long as the benefits are no less than those currently in effect.

ARTICLE 21: ON THE JOB INJURY/WORKER'S COMP

- A. All accidents shall be reported immediately to the employee's supervisor. If an employee is injured, treatment may be sought through the Township physician, or local hospital. If an employee is sent home by the Township physician or other physician designated by the Township, the employee shall be entitled to be paid for the remainder of the day on which he/she is sent home.
- B. The Township shall provide worker's compensation for on the job injury in the amount of 100% for a period of six (6) months, after a six (6) month period, the Township has the right to have the employee evaluated by a doctor of their choosing, at the Township's expense, if the doctor extends the worker's compensation for an additional six (6) months, the Township will continue 100% coverage of wages. After a period of one (1) year, the employee must take an unpaid leave of absence.

ARTICLE 22: EDUCATION

- A. The Township pays, in full, the tuition for successfully completed courses that are approved in advance by the Township. The course must directly relate to the employee's position and have prior approval by the Business Administrator of the Township. Successful completion means that the employee received a certification of completion.
- B. Employees shall be compensated at their regular rate of pay for any education mandated by the Township outside of their normal working hours.

- C. The Township shall pay each full-time employee a \$3,000.00 increase to the employee's base salary for each fully completed program. The \$3,000.00 increase is not contemplated per class certification, but rather, per Final State License and/or Certification and must be approved by the Business Administrator.

- D. For all employees who hold or obtain a degree from an accredited college or university, the Township shall pay to said employee, annually beginning the first week of June:
 - a. Associates Degree \$2,500.00
 - b. Bachelor's Degree \$3,500.00
 - c. Master's Degree \$5,000.00

- E. Payment of the sums as designated in the aforementioned Section C shall be applied as an increase to the employee's base salary.

ARTICLE 23: PROMOTIONS AND TRANSFERS

- A. For the purpose of this Article, a promotion will be defined as a permanent appointment from one job to another job in a higher wage rate.

- B. When an opportunity for promotion arises within the bargaining unit, the Township shall post job openings on the Union bulletin boards. Employees desiring an opportunity to fill such openings may file written requests. Such notices shall be posted for five (5) working days in making any promotion within the bargaining unit; both seniority and qualifications will be considered by the Township.

- C. When a permanent promotion is awarded to an employee the Township shall increase the base salary of that employee by 5% or \$3,000, whichever is greater. The increase shall be in the next payroll following the Township resolution.

- D. Temporary appointments may only be filled for a maximum of 90 days at which time the Township shall make the promotion permanent.

- E. All stipends shall be in the base salary and a maximum of two per full-time employee. Employees receiving stipend(s) shall have their job descriptions altered to incorporate the duties that serve as a basis for said stipend(s).

ARTICLE 24: PERSONNEL FILES

The Township agrees that upon request with reasonable notice, an employee shall have the opportunity to examine and review pertinent documents, including those related to performance evaluation and conduct in their personnel history file or in any permanent supplementary file maintained by the employee's supervisor.

The Township shall honor the request of the employee for copies of documents in the file. The employee may file a written response of reasonable length to any memoranda or documents, which are derogatory or adverse to them. Such response will be included in the relevant permanent personnel file or supplementary personnel file and will be attached to and retained with the documents in question.

ARTICLE 25: BULLETIN BOARDS

- A. The Union will have access to a bulletin board in each work area.
- B. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the office of the Township Administrator.

ARTICLE 26: MILEAGE

Each employee shall be entitled to reimbursement for use of his/her vehicle while on Township business at the rate as established by the United State Internal Revenue Service per mile. Such entitlement must be authorized in advance by the Department Head or Township Administrator.

ARTICLE 27: OUT OF TITLE PAY

Any bargaining unit employee who is assigned a substantive share of the duties of any job title with a higher rate of pay shall be compensated with their base pay increased to the higher base pay of the job title and retain their current rate of longevity. Any employee performing out of title duties that are assigned by the Township Administrator or department head for 5 days will receive out of title compensation. Out of title duties shall be interpreted to mean a substantive share of the duties of the out

of title assignment. The assumption of some of the duties out of title will not qualify for higher rate payment.

ARTICLE 28: CLOTHING/BOOT ALLOWANCE/MAINTENANCE

Effective 1/1/24 all inspectors will receive \$160.00 per year for the purchase of clothing/boots.

ARTICLE 29: PAST PRACTICE CLAUSE

All benefits and conditions of employment presently in existence for the bargaining unit, unless otherwise modified by this Agreement, whether in writing or in practice, shall be continued without change by the Township during the life of this agreement. Should any of the benefits and/or conditions of employment presently in existence become illegal pursuant to a change in either federal or state law, then those such benefits and/or conditions of employment shall be immediately discontinued.

ARTICLE 30: WAGES (SALARY SCHEDULES ATTACHED)

- A. All covered employees shall be paid in accordance with the Township Salary Schedule as negotiated with O.P.E.I.U Employees will be paid in accordance with their salary grid level.
- B. The Township has sole discretion to place any new hire and/or promoted/transferred employee in any level based upon the new employee's experience, training and/or qualifications not to exceed any existing employee on the same salary grid.
- C. The Township also has the discretion to move any employee to another level on the employee's existing salary grid based upon performance of the employee.
- D. The Township has the sole discretion to hire an employee based upon the new employee's experience, training and/or qualifications. Minimum Starting Salaries:

- 1. LEVEL A - \$34,500
- 2. LEVEL B - \$39,000
- 3. LEVEL C - \$46,000

NOTE: These minimum starting salaries shall increase by 3% annually for each year of the current contractual period beginning January 1, 2024.

- E. Salary Grid: Effective to January 1, 2027 and effective January 1, 2024, January 1, 2025, January 1, 2026, and January 1, 2027, all bargaining unit members shall have their base salary increase by 3.0%.

This minimum salary grid shall not apply to employees classified as "seasonal or summer workers" and base salary for this purpose includes stipends.

**Retroactive salary shall be used to calculate each employee's required medical insurance contributions pursuant to chapter 78, and any increase in required contributions shall be deducted from the employee's paid retroactive salary prior to tax calculation.*

- F. [DELETED]

- G. The position of Deputy Zone/Code Enforcement shall receive a base pay increase of \$2,500.00.

ARTICLE 31: EMPLOYEE INDEMNIFICATION

The Township shall provide and pay reasonable attorney's fees for the defense of any lawsuit, including both civil and criminal charges, brought against any employee as a result of his/her employment, provided the employee is found by the court system to have acted reasonably and properly or a finding of not guilty to criminal charges. However, this provision shall not apply to any disciplinary actions brought by the Township against the employee.

ARTICLE 32: SEVERABILITY CLAUSE

If any part, clause, portion or Article of this Agreement is subsequently deemed by a Court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the effected clause.

ARTICLE 33: TERMINATION AND EXTENSION OF AGREEMENT

This Agreement shall be effective from the first day of January 2024, and shall remain in full force and effect until the 31st day of December, 2027. It shall automatically be renewed from year to year unless either party shall notify the other in writing, sixty (60) calendar days prior to the expiration date that it desires to modify the Agreement. In the event such

notice is given, negotiations shall begin no later than thirty (30) calendar days prior to the expiration date if a new contract has not been entered into between the Township and the Union on or before the 1st day of January 2024, then the terms and conditions of this contract except for those conditions as specified in Article 30 (Wages) shall be in force and effect until such contract is signed.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands and seals the _____ day of _____, 2024.

FOR THE TOWNSHIP

FOR O.P.E.I.U LOCAL 32

Joseph Marte, Mayor

, Business Manager

Martin Lisella, Admin.

, Steward

, Steward

SALARY GRIDS

LEVEL A

Assessing Clerk
Clerk/Typist
Court Clerk
Principal Assessing Clerk
Tax Clerk
Violations Clerk
Confidential Records Clerk
Camp Director
Rec Instructor

LEVEL B

Escrow Coordinator
Bookkeeper
Code Enforcement Off.
Administrative Asst.
Field Assessor
Senior Tax Clerk
Program/Sp. Event Coord.

LEVEL C

Asst. Assessor
Asst. Dir of Recreation
Deputy Court Clerk
Deputy Tax Collector
Deputy Code Enforcer
Payroll/Benefits Coord.
Asst. Construction TACO
PB/ZB Board Secretary
Dep Zone/Code Enf. Off.
Inspectors
Deputy CFO/Treasurer
Confidential Secretary
Conf. Aide to Chief
Senior Tax Clerk II

- NOTE: Part time employees shall receive a pro rata portion of the minimum salary as determined by the Barnegat Township Business Administrator.

RESOLUTION NO. 2024 -70

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING EMERGENCY BID AWARD FOR
EMERGENCY REPAIRS AT THE DEPARTMENT OF
PUBLIC WORKS BUILDING**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (the "Township") is in need of emergency repairs of insulation and additional improvements at the Department of Public Works building; and

WHEREAS, the Township's Superintendent of the Department of Public Works and other Township Professionals have recommended an emergency be declared pursuant to N.J.S.A. 40A:11-6 et seq. as a result of the existing damage to the insulation and the ceiling at the Department of Public Works building which poses a risk to the public health, safety, and welfare of the Township of Barnegat and its employees; and

WHEREAS, pursuant to N.J.S.A. 40A:11-6, a public entity can award an emergency contract if an official in charge notifies the Township that as a result of the risk to public health, safety, and welfare, the declaration of an emergency is necessary and appropriate to undertake the repair work necessary; and

WHEREAS, the Township has received a solicitation from Eastern Contractor Services to perform the spray foam ceiling repair for a total cost of \$84,550.00; and

WHEREAS, the Township has received a solicitation from Epic Mechanical Inc. for the installation of an additional ventilation system for a total cost of \$31,500.00; and

WHEREAS, the Township finds it necessary and appropriate to immediately issue purchase orders authorizing Eastern Contractor Services and Epic Mechanical Inc. to complete the work; and

WHEREAS, the Township shall provide a copy of this resolution to the Department of Community Affairs pursuant to N.J.S.A. 40A:11-6; and

BE IT FURTHER RESOLVED that the funds, in an amount not to exceed \$116,050.00, are hereby appropriated in the following line item appropriation(s), and is hereby certified by the Certified Municipal Finance Officer as of the adoption of this resolution.

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

Line Item: 3-01-44-860-155


Thomas Lombarski, CFO

WHEREAS, the Township shall provide a copy of this resolution to the Department of Community Affairs pursuant to N.J.S.A. 40A:11-6; and

NOW, THEREFORE, BE IT RESOLVED on this 1st day of January, 2024 by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township hereby declares an emergency pursuant to N.J.S.A. 40A:11-6 and awards a contract to Eastern Contractor Services for emergency repair of the spray foam insulation in the ceiling of the Department of Public Works building in the amount of \$84,550.00.

2. The Township hereby awards a contract to Epic Mechanical Inc. for emergency installation of a ventilation system at the Department of Public Works building in the amount of \$34,450.00.

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

- (a) Mayor Joseph Marte
- (b) Martin Lisella, Township Administrator
- (c) Tom Lombarski, CFO
- (d) Michael Ball, Director of Department of Public Works;
- (e) Kurt Otto, P.E., Township Engineer
- (f) Christopher J. Dasti, Esq., Township Attorney
- (g) Eastern Contractor Services
- (h) Epic Mechanical, Inc.

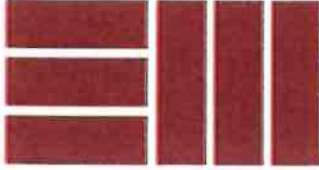
CERTIFICATION

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024

Donna M. Manno, RMC
Municipal Clerk

DASTI STAIGER
ATTORNEYS AT LAW

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



EPIC MECHANICAL, INC.
MECHANICAL CONTRACTORS

3320 RT. 66, NEPTUNE NJ 07753 | TEL 732.922.1307 | Fax 732.922.8158

December 28, 2023

Dasti & Staiger, P.C.
310 Lacey Road
P.O. Box 779
Forked River, NJ 08731

**RE: BARNEGAT TOWNSHIP PUBLIC WORKS BUILDING
ESTIMATE NO. 3030**

Dear Mr. Chris,

We herein propose to furnish and install a complete HVAC scope of work in accordance with the Mechanical drawing MH-1 dated on 09/01/2022 and prepared by Omdex, Inc.

Note: Fan will Operate 24/7 when the temperature is below 50F. There is no interlock between the fan & heaters.

Total net as described.....	\$31,500.00
Add Alternate for Bond	\$1,000.00
Add Alternate for Testing and Balancing	\$1,200.00
Add Alternate for Permit Fees	\$750.00

Our exclusions are as follows:

- Painting
- Access doors for finished construction
- Taxes
- Permits or Fees
- Temporary partitions or dust barriers
- Fire or smoke dampers not shown on plans
- Smoke detectors and wiring (mount only)

Very truly yours,


Wayne Friedland
President
WF/de



Proposal

121 Bartley Flanders Road
Flanders, NJ 07836
Phone: (866) 446-7858 Fax: (973) 361-0206
www.EasternInsulation.com
License # 13VH06447600

Client ID: BARN09
Barnegat Township Public Works C/O Eli Goldstein
515 Valley Street
Suite 110
Maplewood, NJ 07040

Contact: Eli Goldstein
973-280-1395
Contact: Chris Dasti
609-549-8990

Job # 6420233
5 Lippencott Ave
BARNEGAT, NJ 08005

Prepared 12/20/2023 by James Saunders

**** Phase: FS Spray Foam ****

Workarea

If The Ceiling Under The Insulation Is Not Ready For Foam That Preparation Is Not Included In Our Price And Would Need To Be Done By Others. Ceiling Must Be Dry For Us To Be Able To Spray Foam And Should Not Be Done During The Heating Season. We Do Not Pull The Permits For The Job. Please Note that the sequencing requirement is not realistic and we expect it will take at least 14 days to foam and apply the thermal barrier. The Removal Of Old Insulation Is Not Included In Those 14 Days. That May Take Up To 5 Days Apply insulation min. 6" thick to underside of Garage roof deck and around each purlin. Provide a continuous layer of roof insulation that passes over each main structural frame without a break. Please Note That This Is For The Garage Areas Only, Not The Attic Above The Offices. Cover Foam

Material

Miscellaneous Labor

Demilec HFO 6" Closed Cell Spray Foam R-45.00 Nominal

No-Burn Plus Thermal Barrier (Sq Ft per Gallon)

Phase Total : \$75,750.00



The bitterness of poor quality remains long after the sweetness of low prices are forgotten.

A 50% DEPOSIT IS DUE BEFORE WE START WORK, BALANCE WILL BE DUE BASED ON TERMS GIVEN.



Proposal

121 Bartley Flanders Road
Flanders, NJ 07836
Phone: (866) 446-7858 Fax: (973) 361-0206
www.EasternInsulation.com
License # 13VH06447600

Client ID: BARN09
Barnegat Township Public Works C/O Eli Goldstein
515 Valley Street
Suite 110
Maplewood, NJ 07040

Job # 6420233
5 Lippencott Ave
BARNEGAT, NJ 08005

Contact: Eli Goldstein
973-280-1395
Contact: Chris Dasti
609-549-8990

Prepared 12/20/2023 by James Saunders

TERMS AND CONDITIONS:

Eastern Contractor Services does business under the names Eastern Waterproofing, Eastern Insulation, Four Seasons Insulation, Eastern Spray Foam, Eastern Aluminum and Eastern Garage Doors. For the purposes of this agreement we will be referred to as Subcontractor. (1) All agreements are conditional upon strikes, accidents, proper working conditions supplied us, acts of government, acts of God, or other delays or conditions beyond our control. Subcontractor will not be responsible for delays due to weather conditions. It is understood that weather can prohibit the application and, therefore, temporary heat will be provided at no expense to Subcontractor, or the contractor must be willing to wait for warmer weather. (2) Providing RESCHECK energy codes and any necessary permits are the sole responsibility of the builder or homeowner. If the RESCHECK report or permits are not supplied to Subcontractor we will not be responsible for failure to comply with code. (3) Scope is limited to that which is defined in proposal. (4) Hoisting charges, if any are excluded unless specifically detailed in proposal. Subcontractor will provide labor to unload and distribute its material but will not be responsible for skip, crane, hoist, or boom charges, or operator thereof for material or personnel. (5) Fire Blocking, Firestopping and Fire Rated Caulking are not included in scope of work unless specifically listed in the scope of work. Draftstopping, if included in our scope of work, includes packing vertical penetrations through top and bottom plates with mineral wool or e136 caulk only. (6) Subcontractor will not be responsible for any sprinkler lines or plumbing lines, especially frozen pipes, as it is our recommendation that these pipes are installed within heated spaces of the building (defined as spaces to be maintained at 50 degrees Fahrenheit). It is further recommended that the water and plumbing pipes not be installed in walls, ceilings, or floors adjacent to unheated spaces. In any event, an insulation contractor cannot warrant or guarantee that the water and plumbing pipes will not freeze, burst, or cause loss of life, damages to property, or loss of the use of property or any other damages from any other cause. (7) PLEASE NOTE: For spray foam proposals, all material thicknesses specified are nominal thicknesses. To achieve the specified R-Value and Thickness, an average of the entire assembly will be used. (8) Eastern is not responsible for areas that cannot be properly sealed or insulated due to design flaws or work being done out of proper sequence. (9) When spraying the roofline with spray polyurethane foam, Subcontractor is not responsible for researching the roofing manufacturer's recommendations regarding ventilation and will not be liable for any roofing materials warranty. (10) Both parties agree that upon discovery of a waterproofing product failure or deficiency, homeowner or contractor will submit same to the products warranty program, prior to instituting and legal action against Subcontractor. Failure to do so shall forfeit purchaser's rights to pursue legal action against Subcontractor. (11) Trash removal charges, if any, are excluded. Subcontractor will provide labor to clean up and centrally locate its trash and debris, but will not be responsible for dumpster, skip, receptacle, trash chute, or other related expenses. (12) Subcontractor will guarantee workmanship for one year. This contract, however, does not accept responsibility for any of our work that has been altered, or removed and not replaced correctly by others.

In existing homes, when installing blown in insulation or laying in fiberglass batt insulation, due to deteriorated building materials, uncertain framing, and inconsistent wiring in existing homes, Eastern shall not be responsible for any damages done as a consequence of our work. These damages include but are not limited to: cracked or broken shingles, bent or broken siding, cracked drywall or plaster, and cut or damaged electrical wires

(PAYMENT TERMS)

If the course of this contract extends beyond 6 months, actual material price or labor escalation may, upon written notice, be added thereto without jeopardy of contract to seller. No back charges or pro-rata expense charges are to be made against seller unless specifically agreed upon to incurring such expense. We have a minimum trip charge of \$350.00. If crews are sent to a job and no work can be done due to circumstances out of our control this minimum charge will apply. If material is delivered upon confirmation from client and the job is postponed requiring material to be picked up and restocked, this minimum charge will apply. Any stolen or damaged material will be the sole responsibility of the client. In the event any bill is not paid within 30 days from completion of job, Subcontractor has the right to add a finance charge of 1 1/2% per month to the bill. If this account is placed in the hands of an attorney or bonded collection agency purchaser agrees to pay collection fees of 30% on the unpaid balance, plus costs and disbursements of said action. This Agreement will be construed under the substantive law of the State of New Jersey, without regard to conflicts of law rules. The parties agree on behalf of themselves and any person claiming by or through them that the sole and exclusive jurisdiction and venue for any litigation arising from or relating to this Agreement shall be the United States District Court for the District of New Jersey located in Newark, or the courts of the State of New Jersey located in Morris County; and each party thereby irrevocably submits to such jurisdiction and venue, and agrees not to assert any defense of inconvenient forum or otherwise contest such jurisdiction or venue. All materials remain the property of Subcontractor until paid in full. Subcontractor reserves the right to retake possession of materials at any time and any place.

Subcontractor has the right to add a Returned Payment Fee if a payment on clients account is returned for any reason. The Returned Payment Fee is \$25 for the first occurrence and \$35 for any additional occurrence(s) during the next six Billing Cycles; provided, however, that the Returned Payment Fee will not exceed the total payment due immediately prior to assessment of the fee, and will not exceed the amount of the payment being returned.

PERSONAL GUARANTEE:

In consideration for the credit extended to the above listed applicant, the undersigned hereby guarantees and agrees to be personally liable for all indebtedness incurred by the applicant through any of its authorized agents. If this guarantee is signed by more than one person, the word "undersigned" as used herein shall be deemed to refer to each of them individually. This guarantee and obligation includes the guarantor(s) Heirs, assigns, successors, executors, and administrators. I / We the undersigned guarantor(s) authorize you to obtain consumer credit reports for the purpose of evaluating personal credit history.



Proposal

121 Bartley Flanders Road
Flanders, NJ 07836
Phone: (866) 446-7858 Fax: (973) 361-0206
www.EasternInsulation.com
License # 13VH06447600

Client ID: BARN09
Barnegat Township Public Works C/O Eli Goldstein
515 Valley Street
Suite 110
Maplewood, NJ 07040

Contact: Eli Goldstein
973-280-1395
Contact: Chris Dasti
609-549-8990

Job # 6420233
5 Lippencott Ave
BARNEGAT, NJ 08005

Prepared 12/20/2023 by James Saunders

PLEASE NOTE:

A SIGNED COPY OF THIS PROPOSAL MUST BE RECEIVED AND WE MUST HAVE A CURRENT CREDIT APPLICATION ON FILE IN THIS OFFICE BEFORE ANY WORK MAY BE STARTED. PLEASE PRINT NAME UNDER SIGNATURE TO VERIFY IDENTITY. YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER : 1) SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR 2) PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO : 121 BARTLEY FLANDERS ROAD, FLANDERS, NJ 07836.

This proposal is based on material cost as of date of proposal. Any change in material costs prior to execution of this agreement may result in changes to the proposal price.

This proposal is good for 15 days from prepared date above.

Your terms are Due Upon Receipt; Customer agrees to pay all costs of collection, including reasonable attorney fees.

Purchaser Acceptance: _____ **DATE:** _____
Authorized Signature

Please print name

Seller Approval: _____ **DATE:** 12/20/2023
James Saunders

PLEASE RETURN ALL PAGES OF THIS PROPOSAL

I understand that submitting this form constitutes electronic communications. I consent to send and receive electronic communications and agree that all agreements, notices, disclosures, and other communications that are provided or received electronically via email and on the website satisfy any legal requirement that such communications be in writing. I understand that the email address and IP address for this transaction will be recorded and if the signer is not linked to the email address and IP address the sender will be committing an act of fraud.

****** Spray Foam ******

We strive to provide exceptional workmanship and customer service. We ask that the application area be clear of debris and storage. It will be impossible to complete our work if debris or storage is in our work area. Air handlers may have to be turned off during our installation to prevent any airborne contaminants from entering the heating/cooling system. For health and safety reasons it is very important that no other trades are on the job/inside the house or building during our application. Product manufacturers recommend waiting for 24 hours after application before re-entering the home. This includes pets.

Code flame and smoke development ratings related to open and closed cell spray foam is a topic that can cause confusion. The conditions under which a thermal or ignition barrier is required are clearly specified in the International Building Code and outlines on the ICC ES Report for the type of foam to be installed. **When in doubt consult your local code official.**

Standard Contract Terms for the application of Spray Foam Insulation

- a. **DESIGN RESPONSIBILITY.** Purchaser accepts design responsibility. Insulation contractor is not responsible for design flaws.
- b. **COMPLIANCE.** Compliance with applicable federal, state, country, and local laws, building codes, rules, regulations, ratings, and permitting costs, fees, and taxes are the responsibility of the purchaser.
- c. **JOB READY.** Purchaser will be responsible for actual expenses incurred by insulation contractor as a result of Buyer's failure to have the contracted job ready for work when ordered for a specific date.
- d. **OVERSPRAY.** It is expressly understood that as a normal part of the installation there may be some overspray and splattering of material on surfaces in the areas including but not limited to wiring, plumbing, mechanical equipment or ductwork. These areas are not subject to cleanup by the contractor.
- e. **JOB SITE & ATTIC CONDITIONS.** Attics/work area must be accessible, clean, and free of loose equipment, materials or other debris.
- f. **WIRES.** All wires must be fastened into place per code, as expansion of the foam and trimming may damage incorrectly fastened wires. Contractor is not responsible for repairs due to this condition.
- g. **INACCESSIBLE WORK.** Contractor is not responsible for incomplete coverage due to work areas which are inaccessible, blocked, or obstructed prior to our installation.

PLEASE NOTE: Due to ongoing material supply issues, the product installed may differ from the product proposed, however, the installed R-Values will meet the R-Values as specified.

Purchaser has read and understands contract terms.

Initials of Purchaser _____

Spray Foam RELEASE

I have been informed of the dangers and health hazards present during the application of spray foam insulation. I fully understand that I should not be in the building during the spraying process and for 24 hours after the application is complete. Contractors agree to communicate this information to their staff, all other contractors & subcontractors, and all homeowners as well as any person who may enter the area where foam is or has been applied.

THIS FORM MUST BE SIGNED AND RECEIVED BY OUR OFFICE BEFORE WORK CAN BEGIN.

Client Name

Client Signature Date

Job Address

Job Name

Thank you for the opportunity to work together!
Please call with any questions or concerns.

RESOLUTION NO. 2024 – 71

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING SETTLEMENT AGREEMENT
BETWEEN THE TOWNSHIP, R. WILKINSON &
SONS CONSTRUCTION, INC. AND THE
GOLDSTEIN PARTNERSHIP/OMDEX, INC.**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (the “Township”) has had ongoing issues at the Department of Public Works building and finalizing the punch list items at the project; and

WHEREAS, the Township has negotiated a Settlement Agreement between the Architect, The Goldstein Partnership and Eliot Goldstein and his sub contracts Omdex, Inc., and the General Contractor, R. Wilkinson & Sons Construction, Inc.; and

WHEREAS, the Township has found it necessary and appropriate to authorize settlement without the need for costly litigation; and

WHEREAS, the Settlement Agreement is on file in the office of the Township Clerk and can be viewed during normal business hours; and

NOW, THEREFORE, BE IT RESOLVED on this 1st day of January 2024 by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township hereby authorizes execution of the Settlement Agreement with regard to this matter. A copy of same will be on file in the office of the Township Clerk and can be viewed during normal business hours.

2. The Mayor, Township Administrator, Township Clerk, Township Attorney, and any other appropriate individual are authorized to execute any documents necessary to implement the intent of this resolution.

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

- (a) Mayor Joseph Marte
- (b) Martin Lisella, Township Administrator
- (c) Tom Lombarski, CFO
- (d) Kurt Otto, PE, Township Engineer
- (e) Christopher J. Dasti, Esq., Township Attorney

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 Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2024

Donna M. Manno, RMC
Municipal Clerk

DASTI & STAIGER
ATTORNEYS AT LAW

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

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (the “**Agreement**”) is made and entered on the Effective Date (defined below) by and between the following Parties for consideration (defined below) and with respect to the design and construction of the Township of Barnegat new public works building located at 5 Lippincott Avenue, Barnegat Township, New Jersey (the “Township”):

Township of Barnegat (“Township”);
R. Wilkinson & Sons Construction, Inc. (“Wilkinson”); and
The Goldstein Partnership (“GP”), and Eliot W. Goldstein (“EG”)
(collectively, the “**Parties**”).

RECITALS

WHEREAS, on or about October 4, 2018, the Township received bids for general contracting services for the construction of the Township’s new public works building located at 5 Lippincott Avenue, Barnegat Township, New Jersey (“the Project”);

WHEREAS, on or about November 13, 2018, the Township awarded Wilkinson, the General Contractor bid for construction of the Project at a contract price of \$2,440,000.00;

WHEREAS, on or about November 13, 2018, the Township and Wilkinson entered into a contract for construction of the Project (the “Construction Contract”), which included several contract documents such as Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and Addenda;

WHEREAS, U.S. Specialty Insurance Company issued Performance Bond No. 100416078 (the “Bond”) with Wilkinson as principal and the Township as obligee;

WHEREAS, on or about April 5, 2018, GP and EG submitted a proposal to provide architectural “basic services”;

WHEREAS, on or about May 24, 2018, the Township adopted Resolution 2018-195 formally approving the contract with GP for architectural services (“the Architect Contract”);

WHEREAS, although the Certification of Occupancy was issued for the Project on February 24, 2020, allegations pertaining to leaking and condensation in the garage and administration building have been asserted; the Project building continues to experience condensation issues in both the garage and Administration sections of the Project building;

WHEREAS, as a result the Township continues to hold \$103,605.56 unpaid contract balance and retainage under the Construction Contract;

WHEREAS, without admitting liability and with all liability denied, and to avoid the uncertainty, inconvenience, and expense of further litigation of this matter, the Parties desire to compromise and settle in full any and all claims, disputes, demands, matters, and issues giving rise to the Parties’ dispute and the Project between or among them;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing Recitals are hereby incorporated and made part of this Agreement as true and correct recitals of fact.

2. Effective Date. This Settlement Agreement shall be effective upon execution of this Agreement by all parties to the Agreement (“**Effective Date**”).

3. Settlement Consideration. Both parties agree and acknowledge that they have received consideration under this agreement, including by reason of the resolution of this matter. The Parties have agreed to split among each Party in one-third shares the total cost in the amount of \$_____ (dollars) for installation of new spray foam insulation and a new fan system in the areas of the Project building identified by the Township.

4. Retention of a contractor to complete the work and vetting of the contractor shall be conducted by the Township. Neither GP, EG nor Wilkinson shall be liable for any costs associated with the fan and insulation work beyond the agreed upon settlement amount specified in this section. Neither GP, EG nor Wilkinson guarantees or warrants the cost of the fan and insulation work to be performed, nor the appropriateness of the work to be performed. The Township bears full and complete responsibility for vetting the remediation contractor, the remediation costs and for assessing the scope of work to be performed, having engaged an outside consulting engineering firm to perform such responsibilities prior to finalizing the contract between the Borough and the remediation contractor.

5. The balance due to Wilkinson of \$_____ shall be paid to the “Hedinger & Lawless L.L.C. Attorney Trust Account” within 21 days of the approval of this Agreement by the Township.

6. Release of Claims. The Parties individually do hereby fully and forever surrender, release, and discharge each other from any and all claims, cross-claims, and counterclaims, which were asserted or could have been asserted, in law or in equity, whether presently known or unknown, in connection with the fan, heating/cooling, water leakage, condensation issues, and the Bond at the Project building identified by the Township and for the Project. The Township, GP and EG further release any and all claims, rights, and/or causes of action whether presently known or unknown against the Bond currently and in perpetuity.

7. Any existing warranty obligations of RWS that are not released by Paragraph 6 will remain in effect as provided by the construction contract between Wilkinson and the Township and the applicable law.

8. Attorneys’ Fees and Costs. The Parties shall each bear their own attorneys’ fees and costs arising out of this matter and all claims to any fees and costs incurred before the Effective Date are expressly released and waived pursuant to this Agreement.

9. No Admission of Liability. The Parties understand and agree that this Agreement is made as a negotiated compromise and settlement of disputed claims. This Agreement shall not be construed as an admission (or evidence of) liability, responsibility, or wrongdoing by any Party. The Parties each expressly deny any and all liability herein and further deny that any other Party hereto has been damaged in any way. This Agreement shall not be taken or used, or be deemed admissible evidence, in any action or proceeding except to enforce the terms of this Agreement.

10. Entire Agreement. This Agreement is an integrated document and constitutes the final and complete Agreement between the Parties. The terms of the Agreement are contractual and not a mere recital. The Agreement may not be changed, modified, amended, or supplemented, and no provision may be waived, except by a writing signed by the Parties hereto.

11. Authority. Each Party represents and warrants that it has the full right, power, and authority to execute and deliver this Agreement and perform its obligations hereunder.

12. Notices. Any notices required to be provided by this Agreement shall be provided to the attorneys representing each of the Parties to this Agreement.

13. Governing Law. This Agreement shall be interpreted, enforced, and governed by and under the laws of the State of New Jersey.

14. Captions -- The captions set forth in this Agreement are intended solely for the Parties' convenience and ease of reference and are not intended to modify, limit, describe or affect in any way the scope, content or intent of this Agreement.

15. Signatures -- This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The Parties agree that signature by facsimile, PDF, or other electronic signature shall constitute an original signature.

16. Confidentiality -- The Parties agree to treat the contents of this Agreement as being strictly confidential. They represent that, to date, they have not disclosed and agree hereafter that they shall not disclose the contents of this Agreement to any third party other than their attorneys, auditors, tax advisers, tax professionals, accountants, insurance representatives, auditors or immediate family members, or pursuant to a court order or other valid legal process or as necessary to enforce the terms hereof, or unless otherwise required by federal or state law. In the event a formal request is made to any party hereto to compel the dissemination of information regarding the terms and conditions set forth in the Agreement, that Party shall use its best efforts to notify, within five business (5) days, in writing, all other Parties of such request so as to afford the other Parties the ability (but not the obligation) to object and oppose the dissemination of such information.

17. Non-Disparagement -- The Parties and their affiliates, officers, directors, shareholders, members, principals, partners, predecessors, assigns or successors agree that they will not directly or indirectly say, write, communicate, or do anything that would disparage, reflect negatively upon, or call into question the character, reputation, business operations, services, products, or business relationships of any other Party in connection with the facts and circumstances relating to the Project.

IN WITNESS WHEREOF, each of the undersigned Parties has read the foregoing Agreement and accept and agree to the provisions contained herein and hereby execute this Agreement voluntarily and with the advice of counsel and full understanding of its consequences.
SIGNATURES:

Dated: _____, 2023

DASTI & STAIGER, P.C.

By: _____
Christopher J. Dasti, Esq.
Attorney for Township of Barnegat

Dated: _____, 2023

R. WILKINSON & SONS CONSTRUCTION,
INC.

By: _____
Corporate Officer,

Dated: _____, 2023

THE GOLDSTEIN PARTNERSHIP

By: _____
Eliot W. Goldsten, Chief Executive Officer

Dated: _____, 2023

ELIOT W. GOLDSTEIN

By: _____
Eliot W. Goldstein, Individually