

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

**TOWNSHIP COMMITTEE MEETING AGENDA
February 6, 2024, 10:00AM**

Call to Order the February 6, 2024 Township Committee Meeting:

Provisions of the Open Public Meetings Law:

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

Pledge of Allegiance:

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

Roll Call of Officials:

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

Nomination to fill Municipal Vacancy of Township Committee:

Second:

Resolution 2024-72

Resolution appointing Jake Townsend to Township Committee to fill Municipal vacancy of William Farmer's term of December 31, 2024.

Roll Call:

Committeeman Bille:

Committeeman Pipi:

Deputy Mayor Cirulli:

Mayor Marte:

Swearing in of Committee Member Townsend by Christopher Dasti, Esq., to fill the term of office vacated by William Farmer

Recognition of Georgia Shaffery on her Retirement of 43 Years

Committee Reports: Bille, Pipi, Townsend, Cirulli

Mayor's Report

Public Session Comment:

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

Motion to Open Public Session: **Second:**

Motion to Close Public Session: **Second:**

Old Business:

Ordinance 2024 –1 (Second Reading)
Amending various sections of Chapter 55 of the Township Code Entitled “Land Use”

Motion to open Public Comment: **Second:**

Motion to close Public Comment: **Second:**

Motion to adopt ordinance: **Second:**

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

Formal Action:

Resolution 2024-73
Resolution authorizing payment of Bill List in the amount of \$13,745,546.52

Motion to adopt resolution: **Second:**

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

New Business:

Approval of the Township Committee minutes from the January 1, 2024 Re-Org meeting

Motion to adopt minutes: **Second:**

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

Ordinance 2024-2

(First Reading)

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

Motion to introduce ordinance:

Second:

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

Ordinance 2024-3

(First Reading)

An Ordinance Amending and Supplementing Chapter 15 of the Township Code Entitled "Police Department" and Specifically Subsection 9 thereof Entitled "Rules and Regulations"

Motion to introduce ordinance:

Second:

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

Consent Agenda:

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

Approval of Easter Sunday Sunrise Service at the Municipal Dock on March 31, 2024 at 6:30 AM

Approval of a Social Affairs Permit on February 6 & February 9, 2024 to the Mirage Men's Club Foundation Inc.

Approval of an On Premise Merchandise Raffle on March 2, 2024 to Barnegat Sports Boosters, Inc.

Resolution 2024-74

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

Resolution 2024-75

Authorizing the Tax Collector to refund utility payment erroneously paid Block 113.06 Lot 21; 50 Butler Drive

Resolution 2024-76

Authorizing the Tax Collector to refund tax payment based on a successful Tax Court Appeal Block 115.01 Lot 2.01; 895 West Bay Avenue

Resolution 2024-77

Resolution authorizing the Tax Collector to cancel taxes and authorize a refund due to totally disabled veteran for 2023 taxes paid with no future billing on Block 95.19 Lot 3;
6 Fountain View Drive

Resolution 2024-78

Resolution authorizing the Tax Collector to cancel taxes and authorize a refund due to totally disabled veteran for 2023 taxes paid with no future billing on Block 114.19 Lot 2;
3 Nautilus Avenue

Resolution 2024-79

Resolution authorizing the Tax Collector to cancel certain balances of \$10.00 Over/Under

Resolution 2024-80

Resolution revising the amount of bid award from Earle Asphalt Company for the Spruce Circle South and Spruce Circle roadway improvements project approved on Resolution 2023-393 from \$240,100.00 to \$243,100.00 due to typographical error

Resolution 2024-81

Resolution authorizing the transfer from the Assessor's Office as Field Inspector to Assistant to the Technical Assistant to the Construction Official in the Building Department to Celeste Lopes, effective February 12, 2024

Resolution 2024-82

Resolution hiring Richard Barlet as Part-Time Plumbing Inspector for the Building Department

Resolution 2024-83

Resolution authorizing an unpaid medical extension to Donna Conto of the Building Department from February 1, 2024 to March 1, 2024

Resolution 2024-84

Resolution authorizing a paid medical leave to Georgia Shaffery of the Building Department from January 12, 2024 to January 26, 2024

Resolution 2024-85

Resolution authorizing a paid medical leave to Louis Fischer of the Building Department from January 9, 2024 to March 6, 2024

Resolution 2024-86

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

Resolution 2024-87

Resolution authorizing the Administrator to sign a contract for a 60 month lease with Canon Solutions America for a Imageprograf Large Format Printer, a Contex IQ Large Format Scanner for Town Hall and an Imageclass MF 1538C Copier for the office of the CFO for a monthly amount of \$500.00

Resolution 2024-88

Resolution rescinding the renewal of an Inactive Liquor License, 1533-33-013-003 for Barnegat Brew and Spirits Inc. for the 2023/2024 term

Resolution 2024-89

Resolution authorizing the Municipal Clerk to advertise for the receipt of bids for 2024 Water Meter Contract for the Water/Sewer Department

Resolution 2024-90

Resolution authorizing the Municipal Clerk to advertise for bids for the purchase of Bell Mine and/or Carmeuse Hydrated High Calcium Lime for the Water & Sewer Department.

Resolution 2024-91

Resolution authorizing the Municipal Clerk to advertise for the receipt of bids for Itron ERT meter reading apparatus for the Water/Sewer Department.

Resolution 2024-92

Resolution authorizing application to Ocean County Community Development Block Grant (CDBG) for the FY24 Grant Cycle

Resolution 2024-93

Resolution authorizing the refund of Escrow Deposits to Robert H. Taff, West Bay Plaza

Resolution 2024-94

Resolution authorizing the refund of Escrow Deposits to Cavtaff1 LLC, West Bay Plaza

Resolution 2024-95

Resolution authorizing the refund of Escrow Deposits to Pheasant Run II Homeowners Association Inc.

Resolution 2024-96

Resolution authorizing the Retention of Developers Escrow Interest per Land Use Code Book, 55-80.3

Resolution 2024-97

Resolution authorizing Final payment #4 including a Contract Change Order to Shore Connection Inc. for the 2022 Barnegat Sanitary Sewer Capital Improvement Project for \$10,371.92

Resolution 2024-98

Resolution accepting and authorizing execution of a New 4 year Collective Bargaining Agreement with the AFSME District Council 63 / Local 3304J / Department Head Employees

Resolution 2024-99

Resolution accepting and authorizing execution of a New 4 year Collective Bargaining Agreement with the Teamsters Number 35/ Public Works

Resolution 2024-100

Resolution accepting the retirement of Police Chief Keith Germain as of May 1, 2024

Resolution 2024-101

Resolution appointing Jason D. Carroll as Chief of Police effective May 1, 2024 and authorizing execution of an employment agreement

Resolution 2024-102

Resolution hiring John Dolan as a Certified Full Time Patrolman effective May 1, 2024

Resolution 2024-103

Resolution releasing Performance Guarantee and any remaining monetary funds for High Point at Barnegat posted by Developer Barnegat Glenn LLC

Resolution 2024-104

Resolution denying request for release of Site Performance Guarantee for Barnegat 67, Formerly Barnegat Crossing

Resolution 2024-105

Resolution denying request for release of Performance Guarantee for Sanitary Sewer System Improvements for Barnegat 67, formerly Barnegat Crossing

Resolution 2024-106

Resolution denying request for release of Performance Guarantee for Water System Improvements for Barnegat 67, formerly Barnegat Crossing

Resolution 2024-107

Resolution denying request for release of Performance Guarantee for On-Site Improvements for Barnegat 67, formerly Barnegat Crossing

Resolution 2024-108

Resolution authorizing acceptance of Change Orders #48-51 in the amount of \$11,325.17 to Frankoski Construction Co. for the New Municipal Building project

Resolution 2024-109

Resolution authorizing progress Payment #32 in amount of \$4,602.24 to Frankoski Construction Co. for the New Municipal Building, check payable to Travelers Casualty and Surety Company of America

Resolution 2024-110

Resolution hiring Mark Wilsea Jr. as a Field Inspector for the Assessor’s Office starting at \$41,000 yr. effective February 12, 2024

Motion to adopt Consent Agenda:

Second:

Roll Call:

Committeeman Bille:
Committeeman Townsend:
Deputy Mayor Cirulli:

Committeeman Pipi:
Mayor Marte:

Resolution 2024-111

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

Motion to adopt resolution:

Second:

Roll Call:

Committeeman Bille:

Committeeman Pipi:

Committeeman Townsend:

Deputy Mayor Cirulli:

Mayor Marte:

Motion to Adjourn:

Second:

Time_____

**Next scheduled meeting
March 5, 2024 at 6:30 PM**

RESOLUTION 2024-72

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE TOWNSHIP COMMITTEE TO APPOINT AN INDIVIDUAL TO THE TOWNSHIP COMMITTEE TO FILL A MUNICIPAL VACANCY PURSUANT TO N.J.S.A. 40A:16-11

WHEREAS, there is a vacant seat on the Township Committee for an unexpired term for the period ending December 31, 2024; and

THEREFORE, BE IT RESOLVED by the governing body that Jake Townsend be and is hereby appointed to the Township Committee for the Township of Barnegat.

BE IT FURTHER RESOLVED that pursuant to N.J.S.A. 40A: 16-11 this appointment shall take effect this 6th day of February, 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 meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 6th day of February, 2024.

Donna M. Manno, RMC
Municipal Clerk

Barnegat Republican County Committee

frank santolla <franksantolla@yahoo.com>

Wed 1/17/2024 12:16 PM

To: Donna Manno <donna@barnegat.net>

CAUTION: This message originated outside of our organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Barnegat Municipal Clerk
Donna Manno
900 West Bay Avenue
Barnegat, NJ 08005

Dear Mrs. Manno,
2024

January 17,

Upon receipt of a letter from your office dated 12/19/23 apprising the Republican County Committee of William Farmer's resignation from the Barnegat Township Committee we took the necessary steps to fill the vacancy. After proper notice from the Barnegat Republican Club President was sent out to the club membership advertising the vacancy and the required response time deadline, the Republican County Committee was in receipt of one letter of interest from club member Jake Townsend who resides at 5 Raccoon Lane, Barnegat. The Barnegat Republican County Committee held a meeting on 1/16/24 in regard to the vacancy.

Please be advised that the Barnegat Republican County Committee voted by a majority to accept Jake Townsend's letter of interest and is now instructing your office to send this letter along to the Barnegat Township Committee for their consideration and vote in order to fill the unexpired term of former Township Committeeman, William Farmer. It is my understanding that your office is also in receipt of Mr. Townsend's letter. Please do not hesitate to reach out if you need any further information.

Respectfully, Frank X Santolla,
Barnegat Republican Municipal Chairman

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.

DASTI & STAIGER
ATTORNEYS AT LAW

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

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 within 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 or other characters, images or logos shall not exceed twelve (12) inches.

[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, 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

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-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" Pipi, Mayor-via email
Joseph Marte, Deputy Mayor-via email
Martin Lisella, Township Administrator-via email
Kurt Otto, PE, Township Engineer-via email

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify by my hand and seal that the foregoing Ordinance namely **Ordinance 2024-1** Amending various sections of Chapter 55 of the Township Code Entitled, "Land Use", was introduced and passed at a meeting of the Township Committee on the **1st day of January, 2024** and finally adopted after Public Hearing at a meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the **6th day of February, 2024 at 10:00 AM.**

Donna M. Manno, RMC
Municipal Clerk

DASTI & STAIGER

ATTORNEYS AT LAW

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

2024-73

BILL LIST FOR FEBRUARY 2024

ORDINANCE 2024- 2

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

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

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

WHEREAS, the Barnegat Township Committee of the Township of Barnegat in the County of Ocean finds it advisable and necessary to increase its CY 2024 budget by up to 3.5% over the previous years final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Barnegat Township Committee hereby determines that a 3.5% increase in the budget for said year, amounting to \$268,324 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

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

NOW, THEREFORE BE IT ORDAINED by the Township Committee of the Township of Barnegat in the County of Ocean, New Jersey, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2024 budget year, the final appropriations of the Township of Barnegat shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased to 3.5% amounting to \$939,133 and that the CY 2024 municipal budget for the Township of Barnegat be approved and adopted in accordance with this ordinance; and

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

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

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

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced on first reading at a special meeting of the Barnegat Township Committee held on the **6th day of February, 2024**, and will be considered for second reading and final adoption at a regular meeting of said Committee to be held on the **5th day of March, 2024, at 6:30 PM** at 900 West Bay Avenue, Barnegat, New Jersey at which time and place any person wishing to be heard on the subject shall be given an opportunity to be so heard.

Donna Manno, RMC
Municipal Clerk

CERTIFICATION

I, Donna Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify by my hand and seal that the foregoing Ordinance namely, Ordinance 2024-2 , entitled An Ordinance to exceed the Municipal Budget Appropriation Limits and establish a Cap Bank in accordance with N.J.S.A. 40A:4-45.14 was introduced and passed on **the 6th day of February 2024**, and finally adopted after Public Hearing at a regular meeting held on the **5th day of March, 2024** in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ and will take effect 20 days after publication in the Township newspaper.

Donna Manno, RMC
Municipal Clerk

ORDINANCE NO. 2024-3

**AN ORDINANCE OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF NEW
JERSEY AMENDING AND SUPPLEMENTING
CHAPTER 15 OF THE TOWNSHIP CODE ENTITLED
“POLICE DEPARTMENT” AND SPECIFICALLY
SUBSECTION 9 THEREOF ENTITLED
“RULES AND REGULATIONS”**

NOW THEREFORE BE IT ORDAINED by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that Chapter 15 of the Township Code entitled “Police Department” and specifically Subsection 9 thereof entitled “Rules and Regulations” is hereby amended to reflect the organizational chart for the police department which is a part of Section 2:1 with the Police Department Rules and Regulations and is hereby amended with a new organizational chart for 2024.

SECTION 1. There is hereby adopted to the Rules and Regulations pertaining to personnel procedures an organizational chart of the Barnegat Township Police Department. The Rules and Regulations were last revised in January 2024. Said Rules and Regulations shall be kept on file in the office of the Township Clerk and shall be available for inspection by all members of the public during normal business hours.

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

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

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

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Barnegat on the day of **February 6, 2024**, and will be considered for second and final passage at a meeting of the Township Committee to be held on the 5th day of **March, 2024, at 6:30 PM.** at the Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.

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-2672

January 25, 2024

Via Email

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

**Re: Ordinance Amending and Supplementing Chapter 15 of the Township Code
Entitled "Police Department" and Specifically Subsection 9 Thereof Entitled
"Rules and Regulations"**

Dear Donna:

Enclosed please find proposed ordinance amending and supplementing Chapter 15 of the Township Code. It can be placed on the agenda for introduction at the next Committee meeting.

Thank you for your attention to this matter.

Very truly yours,

s/ Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD:ll

Enc.

cc: Joseph Marte, Mayor-via email
Martin Lisella, Township Administrator-via email
Keith A. Germain, Chief of Police-via email
Jason D. Carroll, Captain-via email

RESOLUTION 2024-74

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

WHEREAS, premiums were paid on Tax Sale Certificates; and

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

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

Block 92.21	Lot 1;	87 Fawcett Blvd
Block 92.83	Lot 30;	32 Avalon Ave
Block 159	Lot 6;	439 N. Main St
Block 249	Lot 1;	22 Cedar St
Block 116.18	Lot 7;	4 Bucks Dr
Block 114.36	Lot 33;	4 Jameshollow Dr
Block 142.06	Lot 4;	8 Melissa Dr
Block 116.23	Lot 13;	1 Spruce Court
Block 114.46	Lot 1;	115 Georgetown Blvd
Block 116.35	Lot 22;	62 Chestnut Way Circle

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat New Jersey on February 6, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-75

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

WHEREAS, a payment has been received by the Tax Office, for the parcel known as Block 113.06 Lot 21, address 50 Butler Dr in the amount of \$1,811.26

WHEREAS, we had already received a payment on said parcel for 4th Quarter 2023 which resulted in an overpayment and

WHEREAS, a request for a refund of the overpayment has been made,

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

Attorneys Land Title Agency
Po Box 4142
Middletown NJ 07748

BE IT FURTHER RESOLVED, by the Township Committee, County of Ocean, State of New Jersey that the Treasurer be directed to draft a check in the amount of \$1,811.26 to Attorneys Land Title Agency, and the Collector to adjust the tax records.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on February 6, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-76

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING A REFUND BASED ON A SUCCESSFUL TAX COURT APPEAL

WHEREAS, 855 Mountain Ave LLC is the property owner of 895 West Bay Avenue, Block 115.01 Lot 2.01. They have filed an appeal against his/her assessment, and was successful at the appeal process, which granted a reduction of assessment for 2023 and therefore there is a credit in the amount of \$48,846.09, and

WHEREAS, pursuant to State Statute N.J.S.A 54:4-69.2, the Property owner is entitled to a reduction in taxes due to an appeal, to be calculated based on the new assessment and the tax rate pertaining to the year appealed, which is then applied to his/her account, and

WHEREAS, the Property owner has requested a refund of overpayment based on the Tax Court of New Jersey Judgment, and

THEREFORE BE IT RESOLVED, by the Township Committee that the credit in the amount of \$48,846.09 for 2023 to be refunded to the following, and the Tax Collector to adjust her records:

The Law Firm of J.F. Janata
Crossroads Corporate Center
One International Blvd, Suite 400, PMB#14
Mahwah, NJ 07495

CERTIFICATION

I, Donna M Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on February 6, 2024

Donna M Manno, RMC
Municipal Clerk

RESOLUTION 2024-77

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

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

WHEREAS, pursuant to N.J.S.A. 54:4-3.32 the Township Committee has the authority to cancel charges for the Totally Disabled Veterans Tax Exemption for 2023 taxes, when a N.J.S.A. 54:4-3.30 Certification of Assessment Credit for Exemption has been granted, and

WHEREAS, in this case the Tax Collector deems that the Homeowner should receive a refund on his taxes paid for the year 2023 since they are Totally Exempt a will have no future billings

<u>Block/Lot</u>	<u>Homeowner</u>	<u>Date Exempt</u>	<u>2023 Taxes Canceled</u>	<u>Refund</u>
95.19/3	James Caravella 6 Fountain View Dr Barnegat, NJ 08005	8/28/23	\$1,929.03	\$1,929.03

THEREFORE BE IT RESOLVED by the Township Committee, County of Ocean, State of New Jersey, do hereby authorize a Veteran's property tax exemption discharge of debt for the 2023 taxes, and refund be issued to said homeowner for \$1,929.03 as referenced.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on February 6, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-78

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

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

WHEREAS, pursuant to N.J.S.A. 54:4-3.32 the Township Committee has the authority to cancel charges for the Totally Disabled Veterans Tax Exemption for 2023 taxes, when a N.J.S.A. 54:4-3.30 Certification of Assessment Credit for Exemption has been granted, and

WHEREAS, in this case the Tax Collector deems that the Homeowner should receive a refund on his taxes paid for the year 2023 since they are Totally Exempt a will have no future billings

<u>Block/Lot</u>	<u>Homeowner</u>	<u>Date Exempt</u>	<u>2023 Taxes Canceled</u>	<u>Refund</u>
114.19/2	William Larkin 3 Nautilus Ave Barnegat, NJ 08005	11/13/23	\$697.88	\$697.88

THEREFORE BE IT RESOLVED by the Township Committee, County of Ocean, State of New Jersey, do hereby authorize a Veteran's property tax exemption discharge of debt for the 2023 taxes, and refund be issued to said homeowner for \$697.88 as referenced.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on February 6, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-79

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE TAX COLLECTOR TO CANCEL
CERTAIN BALANCES OF \$10.00 OVER/UNDER**

WHEREAS, N.J.S.A. 40A: 5-17 allows for the cancellation of property tax refunds or delinquent amounts in the amounts of less than \$10.00; and

WHEREAS, the Governing Body may authorize the Tax Collector to process, without further action on their part, any cancellation of property tax refunds or delinquencies of less than \$10.00

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, hereby authorize the Tax Collector to cancel said tax amounts as deemed necessary for Tax Year 2024.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Tax Collector and the Township Auditor.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ, on February 6, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION NO. 2024-80

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
REVISING THE AMOUNT OF BID AWARD FROM EARLE
ASPHALT COMPANY FOR THE SPRUCE CIRCLE
SOUTH AND SPRUCE CIRCLE ROADWAY
IMPROVEMENT PROJECT ON RESOLUTION 2023-393
DUE TO A TYPOGRAPHICAL ERROR**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, (the "Township") had solicited bids for the Spruce Circle South and Spruce Circle Roadway Improvement Project (the "Project") and awarded such bid on Resolution 2023-393 per NJ Local Public Contracts Law NJSA 40A:11-1 et seq; and

WHEREAS, the Township awarded Earle Asphalt Company as lowest bidder and referenced the award amount of \$240,100.00; and

WHEREAS, the amount of \$240,100.00 was incorrect as Earle Asphalt Company's bid was actually \$243,100.00; and

WHEREAS, the Township finds it necessary to correct the bid amount to \$243,100.00 awarded to Earle Asphalt Company for the Spruce Circle South and Spruce Circle Roadway Improvement project by way of this Resolution; and

NOW THEREFORE BE IT RESOLVED on this 6th day of February, 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 corrects the award amount to \$243,100.00 due to typographical error for the bid for the Spruce Circle South Roadway and Spruce Circle Road Improvement Project to Earle Asphalt and said bid is awarded subject to the Township's budgetary constraints and subject to the receipt of the NJDOT approved 2023 Municipal Aid Grant in the amount of \$298,480.00.

2. The Mayor, Township Clerk and Township Administrator are hereby authorized to execute any and all documents 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) Joseph Marte, Mayor;
- (b) Martin J. Lisella, Township Administrator;
- (c) Thomas Lombarski, CFO;
- (d) Kurt Otto, PE, Township Engineer;
- (e) Brian M. Quinn, Morgan Engineering;
- (f) Christopher J. Dasti, Esq., Township Attorney; and
- (g) Earle Asphalt Company

CERTIFICATION

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on February 6, 2024, a quorum being present and voting in the majority.

Donna M. Manno, RMC
Municipal Clerk



January 23, 2024

VIA EMAIL AND REGULAR MAIL

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

Re: Recommendation of Award (**REVISED**)
NJDOT FY2023 Municipal Aid Grant Project: *IMPROVEMENTS TO SPRUCE CIRCLE SOUTH AND SPRUCE CIRCLE*
Morgan Municipal File No. M1501-001 & M1501-002
Township of Barnegat, Ocean County, NJ

Dear Mayor & Council:

On July 21, 2023, the Township received bids for the project entitled '*IMPROVEMENTS TO SPRUCE CIRCLE SOUTH AND SPRUCE CIRCLE*'. Three (3) bids were received, and the summary of the bids is as follows:

	Contractor:	Bid:
1	Earle Asphalt Co.	\$243,100.00
2	South State Inc.	\$247,000.00
3	Arawak Paving Co., Inc.	\$251,000.00

The low bidder, Earle Asphalt Co., has worked in the area and their work meets all standards.

We recommend award of this contract to the lowest bidder, Earle Asphalt Co., in the amount of \$243,100.00. Award shall be dependent on Township CFO confirmation of funds.

We note that the NJDOT has approved a 2023 Municipal Aid Grant in the amount of \$298,480.00. Township Award shall also be contingent upon NJDOT confirmation of award.

Attached to this letter is also a "Bid Summary" breakdown of each item along with the bid amount from each prospective bidder.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Mark Rohmeyer", is written over a horizontal line.

MARK ROHMEYER, P.E., P.P., C.M.E.
Morgan Municipal, LLC
Consulting Engineer for Township of Barnegat

MR
CC: Donna M. Manno, Township Clerk

Morgan Municipal, LLC
Engineers & Surveyors
 130 Central Ave., P.O. Box 5232, Island Heights, N.J., 08754
 Phone: (732) 270-9690 Fax: (732) 270-9691

PROJECT QUANTITY SUMMARY
 Township of BarNEGat
 November 7, 2023

JOB NO.: M1501-002
 LOCATION: BARNEGAT TOWNSHIP, OCEAN COUNTY, NJ

IMPROVEMENTS TO SPRUCE CIRCLE SOUTH AND SPRUCE CIRCLE

ITEM NO.	BID ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL	CONTRACT BIDDER		TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
						ENGINEERS ESTIMATE	EARLE ASPHALT COMPANY					
1	CLEARING SITE	LS	1	\$5,000.00	\$5,000.00	\$7,182.80	\$7,182.80	\$6,495.16	\$6,495.16	\$6,495.16	\$17,500.00	\$17,500.00
2	INLET FILTER, TYPE 1	UNIT	12	\$10.00	\$120.00	\$0.01	\$0.12	\$0.02	\$0.24	\$0.24	\$10.00	\$120.00
3	BREAKAWAY BARRICADE	UNIT	5	\$45.00	\$225.00	\$0.01	\$0.05	\$0.02	\$0.10	\$0.10	\$0.01	\$0.05
4	TRAFFIC DRUM	UNIT	10	\$15.00	\$150.00	\$0.01	\$0.10	\$0.02	\$0.20	\$0.20	\$0.01	\$0.10
5	TRAFFIC CONE	UNIT	25	\$10.00	\$250.00	\$0.01	\$0.25	\$0.02	\$0.50	\$0.50	\$0.01	\$0.25
6	CONSTRUCTION SIGNS	SF	200	\$15.00	\$3,000.00	\$0.01	\$2.00	\$0.02	\$4.00	\$4.00	\$0.01	\$0.25
7	POLICE TRAFFIC DIRECTORS (IF AND WHERE DIRECTED)	HR	150	\$101.59	\$15,238.50	\$135.00	\$20,250.00	\$135.00	\$20,250.00	\$135.00	\$20,250.00	\$20,250.00
8	ASPHALT PRICE ADJUSTMENT	DOLLAR	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
9	FUEL PRICE ADJUSTMENT	DOLLAR	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
10	EXCAVATION UNCLASSIFIED	CY	10	\$75.00	\$750.00	\$0.01	\$0.10	\$150.00	\$150.00	\$150.00	\$30.00	\$300.00
11	HMA MILLING, 3" OR LESS	SY	8,119	\$5.00	\$40,595.00	\$3.50	\$28,416.50	\$1.00	\$8,119.00	\$8,119.00	\$3.00	\$24,357.00
12	HMA MILLING, MORE THEN 3" TO 6"	SY	75	\$6.00	\$450.00	\$3.50	\$262.50	\$20.00	\$1,500.00	\$1,500.00	\$8.00	\$600.00
13	POLYMERIZED JOINT ADHESIVE	LF	3,650	\$2.00	\$7,300.00	\$0.01	\$36.50	\$6.25	\$22,812.50	\$22,812.50	\$1.00	\$3,650.00
14	TACK COAT	GALLON	1,230	\$5.00	\$6,150.00	\$0.01	\$12.30	\$0.02	\$24.60	\$24.60	\$0.01	\$12.30
15	HMA 9.5M64 Base Course - 2" THICK	TON	30	\$110.00	\$3,300.00	\$100.00	\$3,000.00	\$175.00	\$5,250.00	\$5,250.00	\$100.00	\$3,000.00
16	HMA 9.5M64 Surface Course - 2" THICK	TON	1,002	\$110.00	\$110,220.00	\$105.00	\$105,210.00	\$95.00	\$95,190.00	\$95,190.00	\$100.00	\$100,200.00
17	DGA BASE COURSE - 6" THICK (IF & WHERE DIRECTED)	SY	105	\$10.00	\$1,050.00	\$0.01	\$1.05	\$0.02	\$2.10	\$2.10	\$4.00	\$420.00
18	DETECTABLE WARNING SURFACES	SY	11	\$5.00	\$55.00	\$300.00	\$3,300.00	\$500.00	\$5,500.00	\$5,500.00	\$450.00	\$4,950.00
19	CONCRETE SIDEWALK - 4" THICK	LF	146	\$95.00	\$13,870.00	\$120.00	\$17,520.00	\$125.00	\$18,250.00	\$18,250.00	\$50.00	\$7,300.00
20	6"x18" CONCRETE VERTICAL CURB	LF	296	\$50.00	\$14,800.00	\$40.00	\$11,840.00	\$50.00	\$14,800.00	\$14,800.00	\$50.00	\$14,800.00
21	RESET INLET/MANHOLE CASTINGS (IF & WHERE DIRECTED)	EA	8	\$500.00	\$4,000.00	\$0.01	\$0.08	\$100.00	\$800.00	\$800.00	\$0.01	\$0.05
22	RESET WATER/GAS VALVE BOX (IF & WHERE DIRECTED)	EA	5	\$250.00	\$1,250.00	\$0.01	\$0.05	\$50.00	\$300.00	\$300.00	\$50.00	\$350.00
23	BICYCLE SAFE GRATE	UNIT	11	\$350.00	\$3,850.00	\$450.00	\$4,950.00	\$300.00	\$3,300.00	\$3,300.00	\$350.00	\$3,850.00
24	TYPE N ECO CURB PIECE	UNIT	11	\$350.00	\$3,850.00	\$500.00	\$5,500.00	\$350.00	\$3,850.00	\$3,850.00	\$350.00	\$3,850.00
25	TRAFFIC MARKINGS, THERMOPLASTIC, 24" Wide	SF	252	\$10.00	\$2,520.00	\$7.00	\$1,764.00	\$25.00	\$6,300.00	\$6,300.00	\$10.00	\$2,520.00
26	INSTALL BREAKAWAY SIGN POST (IF & WHERE DIRECTED)	UNIT	8	\$900.00	\$7,200.00	\$250.00	\$2,000.00	\$190.00	\$1,520.00	\$1,520.00	\$100.00	\$800.00
27	REGULATORY AND WARNING SIGNS (IF & WHERE DIRECTED)	UNIT	1	\$1,500.00	\$1,500.00	\$250.00	\$250.00	\$400.00	\$400.00	\$400.00	\$117.37	\$117.37
28	TOPSOIL, 4" THICK	SY	80	\$5.00	\$400.00	\$20.00	\$1,600.00	\$10.00	\$800.00	\$800.00	\$5.00	\$400.00
29	SEEDING AND FERTILIZING, TYPE G	SY	80	\$5.00	\$400.00	\$0.01	\$0.80	\$5.00	\$400.00	\$400.00	\$1.00	\$80.00
30	STRAW MULCHING	SY	80	\$5.00	\$400.00	\$0.01	\$0.80	\$0.02	\$1.60	\$1.60	\$0.01	\$0.80
31	ALLOWANCE FOR ADDITIONAL WORK NOT SPECIFIED	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
	TOTAL COST				\$277,893.50		\$243,100.00		\$247,000.00		\$251,000.00	
	WRITTEN BID ERROR					\$243,100.00	\$0.00		\$247,000.00	\$0.00		\$251,000.00



MATTHEW R. WILDER, P.E., C.M.E.
 NJ PROFESSIONAL ENGINEER LICENSE NO. 50952

DATE: 11/17/2023

BARNEGAT_ENGINEERS ESTIMATE__11072023

I, MATTHEW R. WILDER, P.E., C.M.E. CERTIFY THAT THIS TABULATION IS ACCURATE AND CORRECT.

RESOLUTION 2024-81

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE TRANSFER OF CELESE LOPES FROM FIELD INSPECTOR IN THE ASSESSORS OFFICE TO ASSISTANT TO THE TECHNICAL ASSISTANT TO THE CONSTRUCTION OFFICIAL (T.A.C.O.) IN THE BUILDING DEPARTMENT

WHEREAS, Celeste Lopes has been working as a Field Inspector in the Assessor's Office; and

WHEREAS, the Building Department is in need of an Assistant to the T.A.C.O due to the retirement of Georgia Shaffery; and

WHEREAS, Celeste Lopes has proven to be an exemplary employee with an outstanding work ethic and is an asset to the Township; and

NOW, THEREFORE, BE IT RESOLVED, that Celeste Lopes, shall be transferred as Assistant to the Technical Assistant to the Construction Official in the Building Department by the Barnegat Township Committee as of February 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 Barnegat Township Committee at their meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat New Jersey on February 6, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-82

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY HIRING RICHARD BARLET AS A PART TIME PLUMBING INSPECTOR FOR THE CONSTRUCTION OFFICE

THEREFORE BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that Richard Barlet is hereby hired as a Part-time Plumbing Inspector for the Construction Office; and

BE IT FURTHER RESOLVED that Richard Barlet is hired as of February 1, 2024 at a rate of pay of \$42.00 per hour.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Barnegat Township Committee at their regular meeting held on the 6th day of February, 2024, in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-83

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING AN UNPAID MEDICAL EXTENSION
TO DONNA CONTO**

BE IT RESOLVED by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean State of New Jersey that an unpaid medical extension is hereby granted to Donna Conto of the Construction Office, effective February 1, 2024 to March 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 meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on February 6, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-84

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING A 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 a paid medical leave is hereby granted to Georgia Shaffery of the Construction Office, effective January 9, 2024 to January 26, 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 meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on February 6, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-85

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

BE IT RESOLVED by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean State of New Jersey that a paid medical leave is hereby granted to Louis Fischer of the Construction Office, effective January 9, 2024 to March 6, 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 meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on February 6, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-86

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

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

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

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

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

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat, NJ 08005 on February 6, 2024.

Donna M. Manno, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT

PROSECUTOR'S PROGRAM

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 at **900 West Bay Ave. Barnegat, New Jersey 08005** , 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, resolution of the **Township of Barnegat**, dated _____ authorization was given to enter into an Shared Services Agreement with the County of Ocean Police services, **Prosecutor's Program** and

WHEREAS, the **Prosecutor's Program** is a traffic safety program (formerly known as the Fatal Accident Support Team, F.A.S.T.) By the Ocean County Prosecutor's Office (hereinafter referred to as "Prosecutor's Program") for the purpose of assisting in the investigation, prosecution of fatal accidents and in traffic enforcement and education; and

WHEREAS, the Prosecutor's Program receives funding from the County of Ocean; 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 Prosecutor's Program; and

WHEREAS, the shared Services Act, N.J.S.A. 40:8A-1 et seq., authorizes local units as defined in the Act to enter into joint agreements for the provision of governmental services; and

WHEREAS, the Municipality wishes to enter into an Agreement with the County for the purpose of setting forth the terms and conditions regarding the assignment of police officers employed by the Municipality to the Prosecutor's Program

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 PROSECUTOR'S PROGRAM.** Upon request by the County, the Municipality shall designate those officers to be assigned to the PROSECUTOR'S PROGRAM and shall provide the County with a list of those officers.

SHARED SERVICES AGREEMENT

PROSECUTOR'S PROGRAM

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 department in-service training to those officers assigned to the Prosecutor's Program.
 - (b) The Municipality will be responsible for conducting weapons qualifications for those officers assigned to the Prosecutor's Program.

3. **RESPONSIBILITIES OF COUNTY.** The County agrees that it shall have the following responsibilities during the term of this Agreement.
 - (a) The County will forward to the Municipality a schedule of any training attended by or instructed by the officers assigned to the Prosecutor's Program.
 - (b) The County shall provide the Municipal Police Department with information on current Prosecutor's Program activities within the Municipality during scheduled briefings.

4. **COMPENSATION.** The County shall pay the officers department at the rate of fifty- five (\$55.00) per hour for their performed hereunder, with a minimum of four hours per callout. Upon exceeding four hours officers will be compensated for each additional hour worked at the aforementioned rate. It is the responsibility of the individual officer's department to pay any income tax or other taxes required to be paid from their salary received pursuant to this agreement.

5. **TERM.** This Agreement shall be retroactive from January 1, 2024 and shall continue in full force and effect until December 31, 2024.

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

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

8. **VIOLATIONS OF RULES AND REGULATIONS OF THE MUNICIPAL POLICE DEPARTMENT.** During the time of their assignment to the Prosecutor's Office, the officers shall continue to be governed by the rules and regulations of the Municipal Police Department.

SHARED SERVICES AGREEMENT

PROSECUTOR'S PROGRAM

In the event of any violation of the said rules and regulations, the officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.

9. **VIOLATIONS OF RULES AND REGULATIONS OF PROSECUTOR'S OFFICE.** The Prosecutor's Office shall assume responsibility for the actions of the officers during the period of their service in the Prosecutor's Program 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, along with a report of the investigation, any conclusions reached and subsequent disciplinary action, if any.
10. **ASSIGNABILITY.** The Municipality shall not assign or transfer any of the work or services to be performed hereunder of any other interest in this Agreement without the prior written approval of the County.
11. **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.
12. **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.

SHARED SERVICES AGREEMENT

PROSECUTOR'S PROGRAM

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

ATTEST:

MUNICIPALITY

CLERK

By: _____
MAYOR

ATTEST:

PROSECUTOR'S OFFICE

MARJORIE GIBSON

Please return enclosed ORIGINAL documents with all **SIGNATURES** and **MUNICIPAL SEALS & LOCAL RESOLUTIONS**

D. BILLHIMER
PROSECUTOR

ATTEST:

MICHELLE I. GUNTHER
CLERK

By: _____
Barbara Jo Crea
DIRECTOR

RESOLUTION 2024-87

A RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE ADMINISTRATOR TO SIGN A CONTRACT FOR A 60 MONTH LEASE WITH CANON SOLUTIONS AMERICA FOR A IMAGEPROGRAF LARGE FORMAT PRINTER, CONTEX IQ LARGE FORMAT SCANNER FOR TOWN HALL AND IMAGECLASS MF 1538C COPIER FOR THE OFFICE OF THE CFO

BE IT RESOLVED that the Township Committee of the Township of Barnegat, County of Ocean and State of New Jersey that the Township Administrator is hereby authorized to sign a contract with Canon Solutions America, 8000 Midlantic Dr., Suite 110N, Mount Laurel, NJ 08504 for the lease of one (1) Canon Imageprograf TX-3100 Printer with stacker for Town Hall at \$265.00, (1) Contex IQ Quattro X4450 scanner for Town Hall at \$188.00 and a Color ImageClass MF1538C copier for the CFO office at \$47.00 for a period of 60 months totaling \$500.00 per month and a \$1.00 each buy out at the end of the lease. Lease includes 4 year + 9 month extended service carepak.

BE IT FURTHER RESOLVED that the Chief Financial Officer (“CFO”) does hereby Certify to the availability of funds with respect to awarding a lease contract to Canon Solutions America, 8000 Midlantic Drive, Suite 110N, Mount Laurel, NJ 08504 in an amount not to exceed \$500.00/month for 60 months;

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

Town Hall Line Item (s) 4-01-20-715-053

Town Hall Line Item(s) 4-01-22-725-053

CFO Line Item(s) 4-01-20-705-053

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 regular meeting held in the Municipal Complex, 900 W Bay Avenue, Barnegat NJ on the 6th day of February, 2024.

Donna M. Manno, RMC
Township Clerk

Proposal for:

Township of Barnegat

2.1.24



Presented By:

Joe Donato

Senior Account Executive

856.291.3914

jdonato@csa.canon.com

Canon Solutions America, Inc.
8000 Midlantic Drive, Suite 110N
Mt Laurel, NJ 08054

Canon

CANON SOLUTIONS AMERICA



New Equipment Proposal

Pricing: The following is a breakdown of all costs associated with the solution we are proposing. These prices will remain in effect February 26, 2024.

Equipment Includes:

Contex IQ Quattro X 4450 44" Large Format Scanner: Contex' highly recommended IQ-X large-format scanners offer you an outstanding collaborative workflow whether you work with in-house scanning activities or in project groups of global players. Using simple one-touch buttons you can scan directly over the network to your desk and continue working instantly. You get exceptional professional-grade quality with true 1200 dpi optical resolution and patented technologies that ensure accurate results the first time.

- Gigabit Ethernet with xDTR3 standard
- Scanner sharing across a network, and sending files to remote desktop
- Enhanced image quality with Contex patented CIS technology and new CIS modules
- Superior image quality with Contex patented color-fringe removal (CFR)
- ENERGY STAR compliant, using just 1W in standby
- 1200dpi optical resolution standard
- All-Wheel-Drive (AWD) for a perfect grip on your documents
- See what you scan with face-up scanning
- One-touch scanning

60 month \$1 out lease option - \$188.00/month

***Above includes floor stand for the scanner**

Proposal Notes:

-Delivery and Installation included





New Equipment Proposal

Pricing: The following is a breakdown of all costs associated with the solution we are proposing. These prices will remain in effect February 26, 2024.

Equipment Includes:

IMAGEPROGRAF TX-3100: Large Format Pigment Printer 36" - 1.07 inch wide Print Head. The 5-Color 36" imagePROGRAF TX-3100 is a highly versatile, Wi-Fi ready, 5-color large-format printer designed to meet the needs of work groups, remote access users, and high volume printing environments in the Architecture, Engineering and Construction (A/E/C) and GIS sectors.

Includes 5-Color 36" imagePROGRAF TX-3100 Printer, TX Stacker, Stand, 2"/3" Core, Media Spool (Adapters Included), Power Cord, Tools and Screws, Print Head, Maintenance Cartridge (Installed), 5 Ink Tanks (330 ml: MBK/BK/C/M/Y), Ethernet Card (built-in), USB 2.0 High-speed Interface, USB Connection Sheet, iWR Service Terms Leaflet, User Manual, Quick Setup Guide, User Software CD for Windows (Printer Driver Utilities), PosterArtist Lite CD, User Registration Card, Warranty Card for 90 day Warranty.

Below pricing includes 2 sets of inks and roll of paper to start. Media and ink purchased as needed after install.



Service:

IMAGEPROGRAF TX-3100 includes a 90 day warranty. Consumable items such as inks and media, as well as replaceable items such as print heads, ink tanks, cutter blade, maintenance cartridge, and roll holder are not covered under an eCarePAK Extended Service Plan.

Service after warranty included in the below.

60 month \$1 out lease option - \$265.00/month

Proposal Notes:

-Delivery and Installation included



New Equipment Proposal

Pricing: The following is a breakdown of all costs associated with the solution we are proposing. These prices will remain in effect February 26, 2024.

Equipment Includes:

COLOR IMAGECLASS MF 1538C

UP TO 40 PPM BW/COLOR MULTIFUNCTION LASER PRINTER. WIRELESS, DESKTOP CONFIGURATION. PRINT/COPY/SCAN/FAX. SINGLE PASS DADF AND PLATEN.

60 month \$1 out lease option - \$47.00/month per unit

Service includes:

All inclusive service includes on-site service, parts, labor, preventative maintenance and toner. (paper & staples excluded) for both units.

Overage cost per copy billed quarterly:

B/W \$0.0119

Color \$0.089

Proposal Notes:

-Delivery and Installation included





New Equipment Proposal Summary

- (1) **Contex IQ Quattro X 4450 44" Large Format Scanner**
- (1) **IMAGEPROGRAF TX-3100 Plotter**
- (1) **Color imageCLASS MF 1538C**

Monthly cost for above 3 units:

60 month \$1 out lease option - \$500.00/month per unit

This Quotation does not constitute a binding offer and is provided for informational purposes only. Pricing in this Quotation is subject to change or correction. Canon Solutions America, Inc. ("CSA") will be legally bound only if and at such time as CSA enters into a separate agreement with you for the products and services described in this Quotation.

Canon

CANON SOLUTIONS AMERICA



Services, Solutions, Satisfaction.

Canon Solutions America provides a full spectrum of services that surround our hardware and software portfolio. The result is a customized solution to meet your needs and drive satisfaction.

As a Canon U.S.A. Company, we represent the Canon brand of office equipment technology. That technology has consistently delivered high quality, reliability and productivity to the market, resulting in continual recognition as one of the top brand names in the world. However, it is our ability to surround that technology with a host of services that present our customers with the greatest value.

Our services are designed to give you better control of your entire document management process. From consulting to onsite facilities management, Canon Solutions America has an extensive array of human resources and business tools to help you reduce costs and realize greater operational efficiencies than ever before.

Our solutions help businesses of every size and complexity, from international corporations to small offices, and we provide specific industry solutions to such key vertical markets as healthcare, legal, printing and education. Regardless of your size or industry, Canon Solutions America has the technology, services and support capability to meet your needs.

Why Choose Canon Solutions America?

There are many reasons why Canon Solutions America is a premier choice for you to consider for your imaging systems/document management needs. Here are a few:

We are a single-source solutions provider. Our hardware, software and third-party enablers combine for one of the most diverse portfolios in the industry.

We are a Canon U.S.A Company. The relationship we have with our parent company is a strong and valued one. We are committed to providing outstanding quality and value that lives up to the Canon name.

Canon office equipment is an industry leader. Being a recognized market share leader is not reason enough to partner with any company. It does, however, provide assurance that the technology is widely accepted and utilized in the ever-changing world of business. Staying ahead of the technological curve requires a commitment to excellence that never ceases...from research and development to manufacturing and marketing.

Our ability to draw upon the support of Canon U.S.A. and the technology they represent, while retaining the flexibility to create local programs that meet the specific needs of the markets we support, is a one-two combination rarely found in business.

The addition of services and vertical market solutions represents the level of commitment we have to supporting our customers. **We will continue to develop ways in which to improve our capabilities** and ultimately provide you with outstanding customer service.

Our Commitment:

We will listen to understand your requirements.

We will provide the necessary solutions to meet those requirements.

From a financial perspective, we will provide benchmark value.

We will offer outstanding service and support to ensure your ongoing satisfaction.

Canon

CANON SOLUTIONS AMERICA

RESOLUTION 2024-88

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY, RESCINDING THE RENEWAL OF INACTIVE
LIQUOR LICENSE #1533-33-013-003 FOR THE 2023-2024 TERM**

WHEREAS, in accordance with N.J.S.A. 33:1.1 Liquor Licenses issued by a Municipality must be issued or renewed on or before July 1, and

WHEREAS, renewal of the 2023/2024 Liquor Licenses was approved on Resolution 2023-280 in which Inactive Liquor License #1533-33-013-003, owned by Barnegat Brew and Spirits Inc., was listed; and

WHEREAS, license #1533-33-013-003 had not submitted their State 12.39 renewal application or Tax Clearance certificate in accordance with State Statute, and their approval must be rescinded; and

WHEREAS, once said 12.39 renewal application is approved and Tax Clearance certificate is received by the State of NJ, license #1533-33-013-003 will be re-instated; and

THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, that this governing body hereby rescinds the renewal of pocket license #1533-33-013-003, held by Barnegat Brew and Spirits Inc., for the term 2023/2024 :

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 Barnegat Township Committee at their meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 6th day of February 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-89

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN , STATE OF NEW JERSEY, AUTHORIZING THE TOWNSHIP CLERK TO ADVERTISE FOR WATER METER CONTRACT 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 Municipal Clerk is hereby authorized to advertise for the receipt of bids for Water Meter Contract for the Water/Sewer Department.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey hereby certify that the foregoing Resolution was duly adopted by the Township Committee at a meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 6th day of February, 2024.

Donna M. Manno, RMC
Township Clerk

RESOLUTION 2024-90

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE TOWNSHIP CLERK TO ADVERTISE FOR THE RECEIPT OF BIDS FOR THE PURCHASE OF BELL MINE AND/OR CARMEUSE HYDRATED HIGH CALCIUM LIME

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Municipal Clerk is hereby authorized to advertise for the receipt of bids for the purchase of Bell Mine and/or Carmeuse Hydrated High Calcium Lime for the Water & Sewer Department.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their regular meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 6th day of February, 2024.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-91

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN ,
STATE OF NEW JERSEY, AUTHORIZING THE MUNICIPAL CLERK TO
ADVERTISE FOR METER READING APPARATUS CONTRACT 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 Municipal Clerk is hereby authorized to advertise for the receipt of bids for Itron ERT meter reading apparatus for the Water/Sewer Department.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey hereby certify that the foregoing Resolution was duly adopted by the Township Committee at a meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 6th day of February, 2024.

Donna M. Manno, RMC
Township Clerk

RESOLUTION 2024-92

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING APPLICATION TO OCEAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR THE FY24 GRANT CYCLE

WHEREAS, certain federal funds are available to the County of Ocean under Title I of the Housing Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program (CDBG); and

WHEREAS, previously the participating municipality has adopted ordinances and their appropriate municipal officials have executed Cooperation Agreements with an automatic renewal clause for the purpose of participating in the CDBG Program for future fiscal years; and

WHEREAS, the Uniform Shared Services and Consolidation Act pursuant to N.J.S.A. 40:65-1 et seq., as amended, provides a mechanism, which counties and municipalities may enter into agreements for the provision of shared services; and

WHEREAS, it has been determined that Barnegat Township desires to submit an application for a Community Development Block Grant (CDBG) through the County of Ocean; and

WHEREAS, Barnegat Township is proposing to apply for fiscal year 2024 funding in the amount of \$50,000.00 for ADA Access Improvements at the Barnegat Recreation Center, 900 W Bay Avenue; and

WHEREAS, two (2) public hearings must be held to discuss, prioritize, and approve the proposed project; and

NOW, THEREFORE, BE IT RESOLVED by the Barnegat Township Committee in the County of Ocean, State of New Jersey, that authorization is hereby given to the Administrator, Clerk; Chief Financial Officer; Mayo and the Municipal Engineer to execute and submit the fiscal year 2024 Community Development Block Grant (CDBG) Program application; and

BE IT FURTHER RESOLVED the Municipal Clerk is forwarding a certified copy of the Resolution to the following:

Ocean County Community Development Block Grant program c/o Ocean County Department of Planning.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on February 6, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-93

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

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

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

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

ROBERT H TAFF
WEST BAY PLAZA
PB 06-08
ACCOUNT # 7200037557
PLANNING BOARD REVIEW ESCROW \$ 439.05
SITE INSPECTION ESCROW \$ 407.00
ACCRUED BANK ACCT INTEREST \$ 17.73

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

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township at their regular meeting held on the 6th day of February, 2024 at The Municipal Complex, 900 West Bay Avenue, Barnegat, NJ.

Donna M. Manno, RMC
Municipal Clerk

Range: PB06-08CBD to PB06-08S

Transaction Date: 01/01/24 to 12/31/24

Project Status: Active

PO Transactions: Summarized

* Transaction is included in Previous and/or Begin Balance

** Transaction is not included in Balance

En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Vendor/Comment	Category	Trans Amount	Begin Balance
Date	Transaction Data/Reference				Project Balance	User
PB06-08INT	ROBERT TAFF DEV INTEREST	TAFF	ROBERT H TAFF	INT		17.73
PB06-08PBR	ROBERT H TAFF	TAFF	ROBERT H TAFF	PBREV		439.05
PB06-08S	ROBERT H TAFF	TAFF	ROBERT H TAFF	SITE		407.00

PB 06-08

Robert H. Taff
 Gunning River Mall LLC
 143 Route 70
 Toms River, NJ 08755

COMMERCE
 7200037557

Block 164 Lot 5.01
 830 West Bay Ave

PBR
 SITE
 WSR
 W/S INSP

\$439.05
 \$407.00
 N/A
 N/A

PLANNING BOARD REVIEW					
DATE	RECEIPTS	DISB.	BALANCE	INV./CHECK #	DESCRIPTION
03/31/06	5,350.00		5,350.00	CK#766	ESCROW POSTED
05/19/06		3,527.25	1,822.75	INV#138595	BIRDSALL ENGINEERING
05/19/06		272.00	1,550.75	INV#06-487	BIRDSALL ENGINEERING
06/12/06		170.10	1,380.65	INV#5650-211	HIERING, GANNON, MC KENNA
06/01/06		55.00	1,325.65	INV#06-586	TAYLOR DESIGN GROUP
06/17/06		4,378.00	(3,052.35)	INV#139177	BIRDSALL ENGINEERING
08/04/06	5,000.00		1,947.65	CK#1281	ESCROW POSTED
04/01/07		322.50	1,625.15	INV#07-194	TAYLOR DESIGN GROUP
05/25/07		30.50	1,594.65	INV#147137	BIRDSALL ENGINEERING
06/27/07		193.75	1,400.90	INV#07-377	TAYLOR DESIGN GROUP
07/26/07		795.00	605.90	INV#07-478	TAYLOR DESIGN GROUP
07/30/07		3,689.00	(3,083.10)	INV#148552	BIRDSALL ENGINEERING
08/28/07		78.75	(3,161.85)	INV # 07-585	TAYLOR DESIGN GROUP
09/01/07	1,500.00		(1,661.85)	CK# 1400	ESCROW POSTED
09/05/07		1,921.50	(3,583.35)	INV # 149453	BIRDSALL ENGINEERING
09/17/07	5,000.00		1,416.65	CK # 1405	ESCROW POSTED
09/17/07		212.63	1,204.02	INV # 5650-394	HIERING, GANNON, MC KENNA
09/26/07		320.00	884.02	INV # 07-678	TAYLOR DESIGN GROUP
10/02/07		1,125.50	(241.48)	INV # 149963	BIRDSALL ENGINEERING
10/10/07	1,500.00		1,258.52	CK # 1414	ESCROW POSTED
10/30/07		763.75	494.77	INV # 07-781	TAYLOR DESIGN GROUP
11/02/07		78.75	416.02	INV # 150877	BIRDSALL ENGINEERING
11/08/07		1,162.35	(746.33)	INV # 5650-424	HIERING, GANNON, MC KENNA
11/20/07		881.25	(1,627.58)	INV # 07-893	TAYLOR DESIGN GROUP
11/30/07		579.50	(2,207.08)	INV # 151593	BIRDSALL ENGINEERING
12/14/07	5,000.00		2,792.92	CK # 1435	ESCROW POSTED
12/19/07		1,120.00	1,672.92	INV # 07-992	TAYLOR DESIGN GROUP
12/26/07		801.90	871.02	INV # 5650-440	HIERING, GANNON, MC KENNA
01/09/08		4,633.00	(3,761.98)	INV # 152223	BIRDSALL ENGINEERING
01/25/08	5,000.00		1,238.02	CK # 1449	ESCROW POSTED
02/05/08		363.00	875.02	INV # 152907	BIRDSALL ENGINEERING
03/05/08		62.50	812.52	INV # 153478	BIRDSALL ENGINEERING
03/12/08		170.10	642.42	INV # 5650-472	HIERING, GANNON, MC KENNA
03/18/08		235.00	407.42	INV # 08-198	TAYLOR DESIGN GROUP
03/27/08		62.50	344.92	INV # 154052	BIRDSALL ENGINEERING
04/09/08		393.75	(48.83)	INV # 08-296	TAYLOR DESIGN GROUP
04/18/08		453.75	(502.58)	INV # 154508	BIRDSALL ENGINEERING
05/06/08	5,000.00		4,497.42	CK # 1490	ESCROW POSTED
05/13/08		176.40	4,321.02	INV # 5650-500	HIERING, GANNON, MC KENNA
05/13/08		1,488.75	2,832.27	INV # 08-406	TAYLOR DESIGN GROUP
06/04/08		2,377.50	454.77	INV # 155442	BIRDSALL ENGINEERING
06/13/08		308.70	146.07	INV # 5650-524	HIERING, GANNON, MC KENNA
06/18/08		1,030.00	(883.93)	INV # 08-521	TAYLOR DESIGN GROUP
07/03/08		1,055.00	(1,938.93)	INV # 156182	BIRDSALL ENGINEERING
07/09/08		308.70	(2,247.63)	INV # 5650-541	HIERING, GANNON, MC KENNA
07/10/08	1,000.00		(1,247.63)	CK # 1514	ESCROW POSTED
07/14/08		484.50	(1,732.13)	INV # 08-624	TAYLOR DESIGN GROUP
07/30/08		680.00	(2,412.13)	INV # 156855	BIRDSALL ENGINEERING
08/12/08		58.80	(2,470.93)	INV # 5650-555	HIERING, GANNON, MC KENNA
08/13/08	5,000.00		2,529.07	CK # 996	ESCROW POSTED
10/17/08		437.50	2,091.57	INV # 08-935	TAYLOR DESIGN GROUP
01/21/09		2,000.00	91.57	TRANSFER TO SITE PER WRITTEN REQUEST	
03/24/09		566.25	(474.68)	INV # 09-203	TAYLOR DESIGN GROUP
04/30/09	474.68		0.00	CK # 1119	ESCROW POSTED
06/08/09		70.00	(70.00)	INV # 7173	DASTI, MURPHY & MCGUCKIN, PC
06/10/09			(70.00)	NSF LETTER SENT REQUESTING \$70.00	
06/18/09	70.00		0.00	CK # 1137	ESCROW POSTED
07/14/09		316.25	(316.25)	INV # 09-582	TAYLOR DESIGN GROUP
07/31/09		140.00	(456.25)	INV # 7887	DASTI, MURPHY & MCGUCKIN, PC
08/10/09	1,000.00		543.75	CK # 1149	ESCROW POSTED
12/09/09		14.70	529.05	INV # 5650-754	HIERING, GANNON, MC KENNA
07/26/11		30.00	499.05	INV # 15693	DASTI, MURPHY & MCGUCKIN, PC

08/30/11		60.00	439.05	INV # 15899	DASTI, MURPHY & MCGUCKIN, PC
05/01/13		70.00	369.05	INV # 13-197	TAYLOR DESIGN GROUP
05/22/13	70.00		439.05	INV # 13-197	BILLED TO WRONG PROJECT S/B PB13-04 PER S. DANIELS

PBR TOTAL	40,964.68	40,525.63	439.05		
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PER 4-2-08 EST. SITE INSPECTION DEPOSIT \$19,904.00-REC'D 5/20/08

SITE INSPECTION					
DATE	RECEIPTS	DISB.	BALANCE	INV./CHECK #	DESCRIPTION
05/20/08	4,773.50		4,773.50	CK # 1167	DEPOSIT- (25%) ESCROW DEPOSIT
08/26/08		131.25	4,642.25	INV # 08-738	TAYLOR DESIGN GROUP, INC
09/08/08		2,080.00	2,562.25	INV # 157634	BIRDSALL ENGINEERING
10/06/08		555.00	2,007.25	INV # 158317	BIRDSALL ENGINEERING
11/03/08		2,761.25	(754.00)	INV # 159028	BIRDSALL ENGINEERING
11/18/08	5,000.00		4,246.00	CK # 1039	ESCROW POSTED
11/20/08		1,541.25	2,704.75	INV # 08-1057	TAYLOR DESIGN GROUP, INC
12/01/08		1,390.00	1,314.75	INV # 159707	BIRDSALL ENGINEERING
01/09/09		1,702.50	(387.75)	INV # 160362	BIRDSALL ENGINEERING
01/21/09	2,000.00		1,612.25		TRANSFER FROM PBR PER WRITTEN REQUEST
01/23/09		896.25	716.00	INV # 09-21	TAYLOR DESIGN GROUP, INC
01/29/09		1,261.25	(545.25)	INV # 160879	BIRDSALL ENGINEERING
02/26/09		158.75	(704.00)	INV # 09-112	TAYLOR DESIGN GROUP, INC
03/05/09		2,296.25	(3,000.25)	INV # 161454	BIRDSALL ENGINEERING
04/01/09		408.75	(3,409.00)	INV # 161896	BIRDSALL ENGINEERING
05/14/09		172.50	(3,581.50)	INV # 09-387	TAYLOR DESIGN GROUP, INC
06/05/09		1,588.75	(5,170.25)	INV # 163013	BIRDSALL ENGINEERING
06/16/09		1,065.00	(6,235.25)	INV # 09-494	TAYLOR DESIGN GROUP, INC
06/19/09	6,500.00		264.75	CK # 1139	ESCROW POSTED
06/25/09		341.25	(76.50)	INV # 163513	BIRDSALL ENGINEERING
07/28/09		138.75	(215.25)	INV # 163973	BIRDSALL ENGINEERING
08/10/09	1,500.00		1,284.75	CK # 1150	ESCROW POSTED
08/18/09		763.75	521.00	INV # 09-679	TAYLOR DESIGN GROUP, INC
08/21/09		466.25	54.75	INV # 164636	BIRDSALL ENGINEERING
06/13/11	1,500.00		1,554.75	CK # 1264	ESCROW POSTED
07/29/11		590.00	964.75	INV # 180091	BIRDSALL ENGINEERING
08/18/11		557.75	407.00	INV # 11-352	TAYLOR DESIGN GROUP, INC
11/18/14		210.00	197.00	INV # 52526	ADAMS, REHMANN & HEGGAN
12/09/14	210.00			INV # 52526	S/B PB07-14

S TOTAL	21,483.50	21,076.50	407.00		
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PER 4-2-08 EST. SITE CASH BOND \$45,825.00 -FULFILLED 5/20/08

CASH BOND					
DATE	RECEIPTS	DISB.	BALANCE	INV. / CHECK#	DESCRIPTION
05/20/08	45,825.00		45,825.00	CK # 1168	10% SITE IMPROVEMENTS
01/21/09		32,078.00	13,747.00	RES 2009-91 CK # 981 PO: 09-00233	70% REDUCTION
08/10/09	529.36		14,276.36		POST ACCRUED BANK INTEREST
08/17/09		14,276.36	0.00	CK # 1041	RELEASE AS PER RESOLUTION 2009-506

TOTAL	46,354.36	46,354.36	0.00		
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ASSESSMENT FEE - NON REFUNDABLE - DEPOSIT IN TRUST II					
DATE	RECEIPTS	DISB.	BALANCE	INV./CHECK#	DESCRIPTION
06/10/08	800.00		800.00	CK# 1827	TAX MAP - TAFF - PB06-08 TOTAL BUILDING SERVICES - B 163 L5 BL164 L5.02 (PER PLANNING BOARD BLK163 LT 5 N/A BLK163 LT 5.01)
06/11/08	600.00		1,400.00	CK# 1828	TAX MAP - TAFF - PB06-08 TOTAL BUILDING SERVICES - B 163 L5 BL164 L5.02 (PER PLANNING BOARD S/B BLK164 LT 5.01)
02/18/09		600.00	800.00	INV # 1501P279-1	RVE - TAFF - PB06-08 B164 L5.01 PL 39

TOTAL	1,400.00	600.00			
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RESOLUTION 2024-94

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

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

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

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

CAVTAFF1,LLC
WEST BAY PLAZA
PB 13-04
ACCOUNT # 7761250963
PLANNING BOARD REVIEW ESCROW \$ 679.95

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

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township at their regular meeting held on the 6th day of February, 2024 at The Municipal Complex, 900 West Bay Avenue, Barnegat, NJ.

Donna M. Manno, RMC
Municipal Clerk

PB# 13-04

DOLCE PIZZA BAGEL
143 RT 70
TOMS RIVER, NJ 08755

ACCOUNT NUMBER
7761250963

CAVTAFF1, LLC

BLOCK 163 LOT 5.01
SUBJECT

PBR \$679.95
SITE \$0.00
WSR \$0.00
W/S INSP \$0.00
CBD \$0.00

PLANNING BOARD REVIEW					
DATE	RECEIPTS	DISB.	BALANCE	INV./CHECK #	DESCRIPTION
03/07/13	2,375.00		2,375.00	CK# 1388	DEPOSIT- ESCROW DEPOSIT
04/09/13		1,163.75	1,211.25	INV# 200515	BIRDSALL ENGINEERING
04/19/13		117.60	1,093.65	INV#5650-1087	HIERING, GANNON & MCKENNA
05/07/13		220.50	873.15	INV # 5650-1092	HIERING, GANNON & MCKENNA
06/05/13		70.00	803.15	INV # 13-197	TAYLOR DESIGN GROUP, INC
06/10/13		35.00	768.15	INV # 0146963	CME ASSOCIATES
06/10/13		29.40	738.75	INV # 5650-1098	HIERING, GANNON & MCKENNA
07/10/13		58.80	679.95	INV # 5650-1108	HIERING, GANNON & MCKENNA
PBR TOTAL	2,375.00	1,695.05	679.95		
SITE TOTAL	0.00	0.00	0.00		
WSR TOTAL	0.00	0.00	0.00		
W TOTAL	0.00	0.00	0.00		
CBD TOTAL	0.00	0.00	0.00		
ASSMT TOT.	0.00	0.00	0.00		

Township of Barnegat
COUNTY OF OCEAN

900 WEST BAY AVENUE
BARNEGAT, NJ 08005



MUNICIPAL OFFICES (609) 698-0080
FAX (609) 698-3806

February 21, 2018

Re: Dolce Pizza Bagel
Block 13 Lot 5.01
PB 13-04

To Whom It May Concern:

The Applicant has requested that Barnegat Township close the Escrow Account for the above project. At this time, I ask that you please review your records for any unpaid invoices or unbilled activity. Please provide us with a list of any such billing.

You are required to return this Certification and any final billing within 15 days of receipt of this notice. Once this signed certification and final bills are received, they will be posted to the applicant's escrow account and paid. Failure to return this form will presume you forfeit any further payment for this project. The account will then be closed and no further billing will be accepted.

Thank you,

Christine Roessner
Barnegat Township Finance/Escrow Department

Certification

I, Scott D. Taylor hereby certify that all billing for the above stated project has
(please clearly print or type name)
been submitted to the Township of Barnegat for payment.

Signature

Date

2.21.18

Township of Barnegat
COUNTY OF OCEAN

900 WEST BAY AVENUE
BARNEGAT, NJ 08005



MUNICIPAL OFFICES (609) 698-0080
FAX (609) 698-3806

February 21, 2018

Re: Dolce Pizza Bagel
Block 163 Lot 5.01
PB 13-04

To Whom It May Concern:

The Applicant has requested that Barnegat Township close the Escrow Account for the above project. At this time, I ask that you please review your records for any unpaid invoices or unbilled activity. Please provide us with a list of any such billing.

You are required to return this Certification and any final billing within 15 days of receipt of this notice. Once this signed certification and final bills are received, they will be posted to the applicant's escrow account and paid. Failure to return this form will presume you forfeit any further payment for this project. The account will then be closed and no further billing will be accepted.

Thank you,

Christine Roessner
Barnegat Township Finance/Escrow Department

Certification

I, Donna Carr / CME assignments hereby certify that all billing for the above stated project has
(please clearly print or type name)
been submitted to the Township of Barnegat for payment.



Signature

3/8/18

Date

1/17/2024

Dear Mrs. Roessner

I am requesting the release of the bond
and escrow for Cartaff, LLC - Dolce Pizza Bagel
docket # PB13-04

Thank you.

Nava Taff

RESOLUTION 2024-95

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

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

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

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

PHEASANT RUN II HOMEOWNERS ASSOCIATION INC
PB 21-11
ACCOUNT # 7765591275
PLANNING BOARD REVIEW ESCROW \$ 190.78

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

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township at their regular meeting held on the 6th day of February 2024 at The Municipal Complex, 900 West Bay Avenue, Barnegat, NJ.

Donna M. Manno, RMC
Municipal Clerk

PB# 21-11

PHEASANT RUN II HOMEOWNERS ASSOC
C/O PRIME MANAGEMENT INC
697 MILL CREEK RD STE 7
MANAHAWKIN, NJ 08050

776 559 1275
ACCOUNT NUMBER

BLOCK LOTS

PBR \$190.78
SITE \$0.00
WSR \$0.00
W/S INSP \$0.00
CBD \$0.00

PLANNING BOARD REVIEW						
DATE	RECEIPTS	DISB.	BALANCE	INV./CHECK #	DESCRIPTION	
01/03/22	500.00		500.00	CK # 200232	DEPOSIT- ESCROW DEPOSIT	
02/15/22		309.22	190.78	INV # 5650-1891	HIERING, GANNON & MCKENNA, ESQS	
PBR TOTAL	500.00	309.22	190.78			
SITE TOTAL	0.00	0.00	0.00			
WSR TOTAL	0.00	0.00	0.00			
W TOTAL	0.00	0.00	0.00			
CBD TOTAL	0.00	0.00	0.00			
ASSMT TOT.	0.00	0.00	0.00			

Township of Barnegat
COUNTY OF OCEAN

MUNICIPAL OFFICES
900 WEST BAY AVENUE
BARNEGAT, NJ 08005



PHONE (609) 698-0080
FAX (609) 698-3806
WEB WWW.BARNEGAT.NET

November 30, 2023

Re: Pheasant Run II Homeowner's Assoc
PB21-11

To Whom It May Concern:

The Applicant has requested that Barnegat Township close the Escrow Account for the above project. At this time, I ask that you please review your records for any unpaid invoices or unbilled activity. Please provide us with a list of any such billing.

You are required to return this Certification and any final billing within 15 days of receipt of this notice. Once this signed certification and final bills are received, they will be posted to the applicant's escrow account and paid. Failure to return this form will presume you forfeit any further payment for this project. The account will then be closed and no further billing will be accepted.

Thank you,

Christine Roessner
Barnegat Township Finance/Escrow Department

Certification

I, M. McKenna hereby certify that all billing for the above stated project has
(please clearly print or type name)
been submitted to the Township of Barnegat for payment.

Signature

Date

12/1/2023

PB# 21-11

PHEASANT RUN II HOMEOWNERS ASSOC
C/O PRIME MANAGEMENT INC
697 MILL CREEK RD STE 7
MANAHAWKIN, NJ 08050

776 659 1275
ACCOUNT NUMBER

BLOCK LOTS

PBR \$190.78
SITE \$0.00
WSR \$0.00
W/S INSP \$0.00
CBD \$0.00

PLANNING BOARD REVIEW					
DATE	RECEIPTS	DISB.	BALANCE	INV./CHECK #	DESCRIPTION
01/03/22	500.00		500.00	CK # 200232	DEPOSIT- ESCROW DEPOSIT
02/15/22		309.22	190.78	INV # 5650-1891	HIERING, GANNON & MCKENNA, ESQS ✓
PBR TOTAL	500.00	309.22	190.78		
SITE TOTAL	0.00	0.00	0.00		
WSR TOTAL	0.00	0.00	0.00		
W.TOTAL	0.00	0.00	0.00		
CBD TOTAL	0.00	0.00	0.00		
ASSMT TOT	0.00	0.00	0.00		

PHEASANT  **RUN AT BARNEGAT**

Homeowners Association Inc.

November 28, 2023

SENT VIA EMAIL (scole@barnegat.net)

Stacey M. Cole
Planning/Zoning
Barnegat Township
900 West Bay Avenue
Barnegat, NJ 08050

RE: Escrow Deposit

Dear Ms. Cole:

In early December 2021, the Pheasant Run at Barnegat Homeowners Association provided Barnegat Township with a check (#200232) in the amount of \$500.00 as an escrow deposit for concrete work to be done at its bocce courts.

This work has been completed and it is understood that there is a balance of \$190.78 remaining in the escrow account set up for this purpose. I am asking, on behalf of the Board of Trustees, that this escrow account be closed and the balance be forwarded to the association at the address listed below.

Should you need anything further, please feel free to contact me by email or phone (ext. 404). Thank you for your assistance in this matter.

Sincerely,



Barbara Drummond, CMCA, PCAM
Community Manager

Copy: Pheasant Run at Barnegat HOA Board of Trustees

RESOLUTION 2024-96

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

WHEREAS, The Barnegat Township Land Use Code Book states,

55-80.3. Deposit of Escrow with Banking Institutions

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

THEREFORE BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Chief Finance Officer is hereby authorized to retain the **2023** accrued interest to the following accounts:

WS16-04INT	7765591051	TWP OF BARNEGAT URA HOLDING ACCOUNT - BARNEGAT TERR	\$ 55.89
URA17-05PI	7765591217	TWP OF BARNEGAT URA HOLDING ACCOUNT - COMPASS	\$ 0.32
URA17-05SI	7765591225	TWP OF BARNEGAT URA HOLDING ACCOUNT - COMPASS	\$ 1.57
URA17-05WI	7765591233	TWP OF BARNEGAT URA HOLDING ACCOUNT - COMPASS	\$ 0.59
PB23-02INT	7766380362	1490 WEST BAY REALTY, LLC	\$ 29.71
PB23-04INT	7766380370	WALTERS MINOR SUBDIVISION - OUTSAIL	\$ 13.95
PB23-05INT	7766380388	WALTERS MINOR SUBDIVISION - FOREMAST	\$ 22.20
		TOTAL:	\$ 124.23

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Barnegat Township Committee at their regular meeting held on the 6th day of February, 2024, in the Municipal Court Room, 900 West Bay Avenue, Barnegat, New Jersey.

Donna M. Manno, RMC
Municipal Clerk

Range: WS16-04INT to WS16-04INT Adds: N Changes: N Deposits: N Adjustments: N
 Range of Dates: 01/01/23 to 12/31/23 Dev. Interest: Y Mun. Interest: N Expenditures: N Check Pymts: N

Project Id	Description	Developer Name	Amount	User	Reference #/ Item #
Date	Type	Transaction Data/Comment			
WS16-04INT	WATER HOLDING-BARNEGAT TER INT TOWNSHIP OF BARNEGAT				
01/31/23	Developer Interest	JANUARY 2023 INTEREST	37.79	CMT	E 1335 47
02/28/23	Developer Interest	FEBRUARY 2023 INTEREST	17.63	CMT	E 1337 48
03/31/23	Developer Interest	MARCH 2023 INTEREST	0.21	CMT	E 1339 48
04/30/23	Developer Interest	APRIL 2023 INTEREST	0.26	CMT	E 1341 3
Total Dev. Interest:		4	55.89		

ACCT # 7765591051

Report Totals			
Transaction Type	Projects	Transactions	Amount
Total Dev. Interest:	1	4	55.89

Range: URA17-05PI to URA17-05PI Adds: N Changes: N Deposits: N Adjustments: N
Range of Dates: 01/01/23 to 12/31/23 Dev. Interest: Y Mun. Interest: N Expenditures: N Check Pymts: N

Project Id	Description	Developer Name	Amount	User	Reference #/ Item #
Date	Type	Transaction Data/Comment			
URA17-05PI	PRESSURE URA HOLDING PB17-05 I TOWNSHIP OF BARNEGAT				
01/31/23	Developer Interest	JANUARY 2023 INTEREST	0.32	CMT	E 1335 3
Total Dev. Interest:		1	0.32		

ACCT# 77165591217

Report Totals	Projects	Transactions	Amount
Transaction Type			
Total Dev. Interest:	1	1	0.32

Range: URA17-05SI to URA17-05SI Adds: N Changes: N Deposits: N Adjustments: N
Range of Dates: 01/01/23 to 12/31/23 Dev. Interest: Y Mun. Interest: N Expenditures: N Check Pymts: N

Project Id	Description	Developer Name	Reference #/
Date	Type	Transaction Data/Comment	Item #
URA17-05SI	SEWER URA HOLDING PB17-05	INT TOWNSHIP OF BARNEGAT	
01/31/23	Developer Interest	JANUARY 2023 INTEREST	
			1.57 CMT E 1335 4
Total Dev. Interest:		1	1.57

ACCT# 7765591225

Report Totals			
Transaction Type	Projects	Transactions	Amount
Total Dev. Interest:	1	1	1.57

Range: URA17-05WI to URA17-05WI Adds: N Changes: N Deposits: N Adjustments: N
Range of Dates: 01/01/23 to 12/31/23 Dev. Interest: Y Mun. Interest: N Expenditures: N Check Pymts: N

Project Id	Description	Developer Name	Amount	User	Reference #/ Item #
URA17-05WI	WATER HOLDING ACCT PB17-05 INT TOWNSHIP OF BARNEGAT				
01/31/23	Developer Interest	JANUARY 2023 INTEREST	0.59	CMT	E 1335 5

Total Dev. Interest: 1 0.59

ACCT # 7765591233

Report Totals	Projects	Transactions	Amount
Total Dev. Interest:	1	1	0.59

Range: PB23-02INT to PB23-02INT Adds: N Changes: N Deposits: N Adjustments: N
 Range of Dates: 01/01/23 to 12/31/23 Dev. Interest: Y Mun. Interest: N Expenditures: N Check Pymts: N

Project Id	Description	Developer Name	Amount	User	Reference #/ Item #
Date	Type	Transaction Data/Comment			
PB23-02INT	1490 WEST BAY AVE REALTY LLC I	1490 WEST BAY AVE REALTY, LLC			
11/30/23	Developer Interest	NOVEMBER 2023 INTEREST	14.25	CMT	E 1361 51
12/31/23	Developer Interest	DECEMBER 2023 INTEREST	15.46	CMT	E 1363 51

Total Dev. Interest: 2 29.71

ACCT #: 7766380362

Report Totals			
Transaction Type	Projects	Transactions	Amount
Total Dev. Interest:	1	2	29.71

Range: PB23-04INT to PB23-04INT Adds: N Changes: N Deposits: N Adjustments: N
Range of Dates: 01/01/23 to 12/31/23 Dev. Interest: Y Mun. Interest: N Expenditures: N Check Pymts: N

Project Id	Description	Developer Name	Amount	User	Reference #/ Item #
PB23-04INT	WALTERS MINOR SUB- OUTSAIL INT	WALTERS DEVELOPMENT CO., LLC			
11/30/23	Developer Interest	NOVEMBER 2023 INTEREST	7.12	CMT	E 1361 52
12/31/23	Developer Interest	DECEMBER 2023 INTEREST	6.83	CMT	E 1363 52

Total Dev. Interest: 2 13.95

ACCT# 7766380370

Report Totals	Projects	Transactions	Amount
Total Dev. Interest:	1	2	13.95

Range: PB23-05INT to PB23-05INT Adds: N Changes: N Deposits: N Adjustments: N
 Range of Dates: 01/01/23 to 12/31/23 Dev. Interest: Y Mun. Interest: N Expenditures: N Check Pymts: N

Project Id	Description	Developer Name	Amount	User	Reference #/ Item #
Date	Type	Transaction Data/Comment			
PB23-05INT	WALTERS MINOR SUB-FOREMAST INT	WALTERS DEVELOPMENT CO., LLC			
11/30/23	Developer Interest	NOVEMBER 2023 INTEREST	11.31	CMT	E 1361 53
12/31/23	Developer Interest	DECEMBER 2023 INTEREST	10.89	CMT	E 1363 53

Total Dev. Interest: 2 22.20

ACCT# 7766380388

Report Totals			
Transaction Type	Projects	Transactions	Amount
Total Dev. Interest:	1	2	22.20

RESOLUTION 2024-97

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING FINAL PAYMENT #4 WHICH INCLUDES A CONTRACT CHANGE ORDER TO SHORE CONNECTION INC. FOR THE 2022 BARNEGAT SANITARY SEWER CAPITAL IMPROVEMENT PROJECT ALONG WITH ACCEPTING A 2 YEAR MAINTENANCE BOND

WHEREAS, Shore Connection Inc., 304 Forge Road, Unit 10, West Creek, NJ 08092, has previously been awarded a contract for the 2022 Sanitary Sewer Capital Improvement Project for the total contract amount of \$478,813.50; and

WHEREAS, Shore Connection, Inc., has submitted Final Payment #4 in the amount of \$10,371.92 for work performed along with a Contract Change Order in the amount of \$39,782.50, making the final contract amount \$518,596.00; and

WHEREAS, the increased contract amount has been reviewed by documents submitted by the contractor and approved by the Project Engineer of Alaimo Group as detailed in attached letter dated January 24, 2024; and

WHEREAS, the Contractor, Shore Connection Inc. has also supplied a 2-year Maintenance bond in the amount of \$518,596.00 and will be kept on file in the office of the Municipal Clerk; and

WHEREAS, the Project Engineer of Alaimo Group has 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 accepts the Contract Change Order of \$39,782.50 and Final Payment #4, in the amount of \$10,371.92 and is hereby approved and the Chief Financial Officer is hereby authorized to issue a check to: Shore Connection Inc., 304 Forge Road, Unit 10, West Creek NJ 08092 in the amount of \$10,371.92 representing Contract Change Order and Final Payment #4, for work completed on the 2022 Barnegat Sanitary Capital Improvement Program.

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

W-08-55-600-576

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 meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ on the 6th day of February, 2024.

Donna M. Manno, RMC
Municipal Clerk



Alaimo Group

200 High Street, Mount Holly, New Jersey 08060 ♦ Tel: 609-267-8310 ♦ Fax: 609-845-0302

201 Willowbrook Boulevard, Wayne, New Jersey 07470 ♦ Tel: 973-523-6200 ♦ Fax: 973-523-1765

January 24, 2024

Mr. Kurt Otto, P.E., C.M.E., C.F.M., Engineer
Barnegat Township
900 West Bay Avenue
Barnegat, NJ 08005

RE: Barnegat Township
2022 Barnegat Sanitary Capital
Improvement Program
Current Final Estimate No. 4
Final Contract Change Order
Contract No. 2023-1
Our File No. A-0370-0013-001

Dear Mr. Otto:

Please find enclosed Voucher, Contract Change Order in the amount of \$39,782.50 and Current Estimate No. 4 in the amount of \$10,371.92 payable to Shore Connection, Inc. for work performed on the above captioned project. Also included is the contractor's 2-year maintenance bond. We recommend Final Change Order and Final Payment No. 4 approval as indicated to be approved at the next Township Committee meeting. Certified Payroll Report and Monthly Project Workforce Report week must be submitted prior to release of payment and retainage.

Currently all contract work is completed. The final contract price is \$518,596.00 which is 8.3% above the awarded contract price of \$478,813.50. The increase in price was a result of the following items:

1. Item 8 Test Pits required additional units to locate watermain on Barnegat Blvd. and avoid conflicts with 12" main and laterals.
2. Item 11 Interior Coating of Various Manholes required additional square footage because of increased MH diameters and depth as well as field decisions to increase the number of manholes repaired.
3. Item 21 Contingency Allowance was increased because of officer time at the site and final amount of time documented by Jobs4Blue invoicing.

- Consulting Engineers -

Civil • Structural • Mechanical • Electrical • Environmental • Planners

Also note that the following items resulted in net decreases in the original contract amounts:

#2 - Removal & Disposal of 12" AC Sewer Main, Avg. Depth 12', (375) LF @\$7.50=	(\$2,812.50)
#4 - Var. San. Sewer Lateral Repls. of new 12" Main, (3) UN @ \$2,500.00 =	(\$7,500.00)
#9 - Var. San. Sewer Lateral Repls. of Existing 8" Main, (0.2) UN @ \$15,000.00 =	(\$3,000.00)
#12 - Manhole Reconstruction (3) UN @ \$2,000.00 =	(\$6,000.00)
#13 - Bench Repairs, (1) UN @ \$2,000.00 =	(\$2,000.00)
#14 - Channel Repairs, (3) UN @ \$2,000.00 =	(\$6,000.00)
#15 - Replacement Castings, (1) UN @ \$750.00 =	(\$750.00)
#16 - Chemical Grouting, (50) LF @ \$50.00 =	(\$2,500.00)
#17 - Pavement Restoration County, (20) SY @ \$55.00 =	(\$1,100.00)
#18 - Topsoil and Seeding, (300) SY @ \$5.00 =	(\$1,500.00)
#19 - Curb Restoration, (50) LF @ \$35.00 =	(\$1,750.00)
#20 - Sidewalk Restorations, (250) SF @ \$20.00 =	(\$5,000.00)

Should there be any questions, please do not hesitate to call me.

Very truly yours,

ALAIMO GROUP



Richard E. Drewes, P.E.,
Associate

RED/dal
Enclosure

Cc: Shore Connection, Inc.
Martin J. Lisella, Jr., Administrator, Barnegat Township
Donna M. Manno, RMC, Municipal Clerk, Barnegat Township
Jennifer McCorry, Assistant to Treasurer, Barnegat Township
Thomas Lombarski, Chief Financial Officer, Barnegat Township
Roger Budd, Jr., Water and Sewer Director, Barnegat Township
Carter Smith, EIT, Senior Project Manager, Alaimo Group

COLONIAL SURETY COMPANY
- Inc. 1930 -

123 Tice Boulevard
Woodcliff Lake, NJ 07677
201-573-8788

BOND NUMBER: CSC-229418M

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Shore Connection Inc., West Creek, NJ
as Principal, and COLONIAL SURETY COMPANY, as Surety, are held and firmly bound unto
Township of Barnegat, Barnegat, NJ 08005
as Oblige, in the full and just sum in the amount of
Five Hundred Eighteen Thousand Five Hundred Ninety Six Dollars And No Cents Dollars (\$518,596.00),
lawful money of the United States, to the payment of which sum, well and truly to be made, the
Principal and Surety bind themselves, their and each of their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract dated June 14th, 2023
with the Oblige for
2023 Township of Barnegat Sanitary Sewer Capital Improvement Program Contract No. 2023-1

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for
the period of 2 Years after approval of the final estimate on said job, by the owner, against all defects
in workmanship and materials which may become apparent during said period.

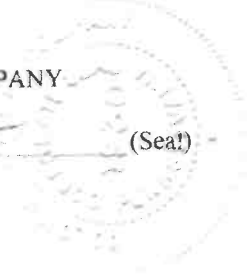
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal
shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective
materials or workmanship which become apparent during the aforesaid period, then this obligation
shall be void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of January, 2024.

Caroline Kelly (Witness)

Shore Connection Inc.
By [Signature] (Principal) (Seal)

COLONIAL SURETY COMPANY
By [Signature] (Seal)
Attorney-in-Fact
Wayne Nunziata



COLONIAL SURETY COMPANY

Duncannon, Pennsylvania
Administrative Office: 123 Tice Blvd., Suite 250, Woodcliff Lake, New Jersey 07677

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Woodcliff Lake, Bergen County, NJ does by these presents make, constitute and appoint

Wayne Nunziata or Michael Bonfante of Woodcliff Lake and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 30th day of March, A.D., 2023.

State of New Jersey }
County of Bergen } SS.



COLONIAL SURETY COMPANY

By *Wayne Nunziata*
Wayne Nunziata, President

On this 30th day of March, in the year 2023, before me Theresa La Monica, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



THERESA LA MONICA
A Notary Public of New Jersey
My Commission Expires September 9, 2025

Theresa La Monica

Theresa La Monica Notary Public

I, the undersigned President of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand and the seal of said Company, at Woodcliff Lake, New Jersey this 19 day of January, 2024

Original printed with Blue and/or Black Ink.
For verification of the authenticity of this Power of Attorney you may call (201) 573-8786 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

Wayne Nunziata

Wayne Nunziata, President

State of New Jersey

County of Bergen

On this 19th day of January, 2024 before me, Conor Cronin, a Notary Public, personally came Michael Bonfante, known to me to be the Attorney-in-Fact of Colonial Surety Company, the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Colonial Surety Company in accordance with authority duly conferred upon him by said Company.

Conor Cronin
Notary Public of New Jersey
My Commission Expires March 7th, 2028



Conor Cronin, Notary Public



RESOLUTION 2024-98

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING AND AUTHORIZING EXECUTION OF A NEW COLLECTIVE BARGAINING AGREEMENT WITH AFSCME DISTRICT COUNCIL 63 / LOCAL 3304J / DEPARTMENT HEAD 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 AFSCME District Council 63/Local 3304J/Department Head 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 6th day of February 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;
- (b) Township Labor Attorney;
- (c) Union Representative, Steve Tully; and
- (d) Roger Budd, Chairperson
- (e) Thomas Lombarski, CFO, Township of Barnegat.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat in the County of Ocean and the State of New Jersey, do hereby certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on February 6, 2024, a quorum being present and voting in the majority.

Donna M. Manno, RMC
Municipal Clerk

**CONTRACT BETWEEN
TOWNSHIP OF BARNEGAT**

AND

AFSCME DISTRICT COUNCIL 63/LOCAL 3304J

JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

AGREEMENT

ARTICLE 1: PURPOSE

The purpose of this agreement entered into by the Township Committee, Township of Barnegat, County of Ocean, State of New Jersey and the succeeding body elected by the people of the Township of Barnegat, hereinafter referred to as the "employer," and the American Federation of State, County and Municipal Employees, Council 63, herein referred to as the "union" has as its purpose the fair and equal treatment between the employer and the union, the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2: RECOGNITION

- A. The employer recognized AFSCME NJ, Council 63 as the exclusive bargaining agent for all of the full-time "Management and Supervisory" employees included in this Agreement, and for such additional titles as the parties may later agree to include, this recognition shall continue in full force so long as the union continues to represent the employee covered.
- B. The word "employee" as used in this Agreement shall mean all permanent full-time Management or Supervisory Personnel employed by the Township and provisional and appointed employees after ninety (90) days of employment.
- C. Included: All supervisory personnel of the Township meaning, Township Engineer, Director of Information Technology, Tax Collector, Tax Assessor, Community Development Director, Court Administrator, Recreation Director, Public Works Coordinator, Water/Sewer Utilities Manager, Construction Code Official and Planning/Zoning Administrator employed by the Township of Barnegat, Excluded: All other employees, Police employees, Chief of Police, all Deputy Municipal Clerks, Municipal Clerk, Administrator, Senior Clerk Stenographers, Confidential employees and non-supervisory employees with the meaning of the ACT employed by the Township of Barnegat.

ARTICLE 3: DUES CHECK OFF AND REPRESENTATION

- A. Dues deducted by the Township of Barnegat shall be transmitted to the designated Union official of the American Federation of State, County, and Municipal Employees, New Jersey Council 63, AFL-CIO. The Township of Barnegat to provide to the Union monthly, a complete up-to-date electronic listing of all employees covered by this Contract. Such listing shall be in the excel format and include the employee's department, job classification, work location, home address, personal phone and/or cell phone number, personal email, employment status, membership status and the

amount of the dues deducted as it appears on the records of the Township of Barnegat. The Union shall provide a secure e-mail address for the receipt of the electronic listing and disclose such information only to its officials and representatives whose duties require access.

AFSCME NJ Council 63 reserves the right to add, modify or withdraw proposals with or without notice to the employer prior to such time as an agreement has been reached on all negotiable issues. There is no binding agreement on any single issue until an agreement has been reached in all issues and has been ratified by the union membership and the employer.

- B. The township production of information requested shall be handled by payroll department in form/format that is conducive to the system the township is using at the time

ARTICLE 4: STEWARD

- A. The Township recognized the right of the union to designate one (1) Steward and one (1) alternate for the enforcement of the Agreement. The union shall furnish in writing to the Township the name of the Steward/Alternate and notify the Township of any change.
- B. The authority of the Steward/Alternate so designated by the union shall be limited to, and shall not exceed the following duties and activities:
 - 1. The investigation and presentation of grievances in accordance with the provision of this Agreement, as long as it does not interfere with the employee's normal working duties.
 - 2. The transmission of such messages and information which shall originate with and authorized by the union, so long as it does not interfere with the employee's working duties.
 - 3. The Steward/Alternate will be present for the purpose of contract negotiations.

ARTICLE 5: SAFETY AND HEALTH

- A. The employer shall continue to make reasonable provisions for the safety and health of its employees during the work hours.
- B. Employee complaints of unsafe and unhealthy conditions shall be reported to the Administrator or designee and shall be promptly investigated. Corrective action shall be initiated as soon as possible to remedy the conditions within safety guidelines. If not, then redress may be sought through the established grievance procedure.
- C. All Safety and Health issues shall be in compliance with PEOSHA Standards.
- D. The bargaining unit shall have the right to elect a representative to the Township's Safety Committee.

ARTICLE 6: DISCRIMINATION AND EQUAL TREATMENT

- A. The employer and the union agree that there shall be no discrimination towards any employee for reasons of sex, age, nationality, race, religion, marital status, physical handicaps, political affiliation, union membership or non-membership or union activity.
- B. The parties further agree not to interfere with the rights of the employees to become members or not to become members of the union. The union recognizes its responsibility as the exclusive representative for all employees of the Management and Supervisory Personnel agreement without discrimination.
- C. The employer also agrees that no employee shall be subjected to harassment or any sort of abusive language, and that every employee shall be treated within the accepted standards of common decency, courtesy and respect.
- D. When the words "he" or "his" are used in this Agreement, it shall refer to both sexes.

ARTICLE 7: NO STRIKE/NO LOCKOUT

- A. In addition to any other restriction under the law, the union will not cause a strike, work slowdown, 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.

NOTE: 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 8: PERSONNEL FILES

- A. The Township agrees that upon forty-eight (48) hour advance request 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 files maintained by the employee's supervisor.
- B. 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 9: JURY DUTY

- A. The employee shall be granted leave without loss of pay any time they are required or summoned to report for Jury Duty as prescribed by applicable law. In no event is the employee to be excused from work for more days than those of such duty performed. The employee shall notify the employer immediately of the requirement for this leave and subsequently furnish evidence that they performed the duty for which the leave was required.
- B. Jury Duty will be a full rate of salary, and any compensation for duties performed will be signed over to the Township.

ARTICLE 10: SENIORITY

- A. Seniority shall be considered for purpose of the scheduling of vacations and personal leave and shall be a consideration if a job opening with the Township 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.
- C. Employees shall be recalled for work from layoff in order of the seniority, provided that they, in the sole discretion of the Township, have the requisite qualifications to perform the work available.

ARTICLE 11: GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of the employee having the grievance to discuss the matter informally with any appropriate member of the Township.
- C. In regard to the Township and the employees covered by the Agreement, term "Grievance," as used herein, means complaint or controversy arising over the interpretation or applications of the terms and conditions of this Agreement.
- D. The following constitutes the sole and exclusive methods of resolving grievances between the parties arising out of this Agreement and shall be followed in its entirety, unless any step is waived by mutual consent:

STEP 1

The aggrieved or the union may institute information action under the provisions hereof any time after the event giving rise to the grievance as occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and the Township Administrator or designee for the purpose of resolving the matter informally. The aggrieved or the union must institute formal action under the provisions hereof within ten (10) calendar days after event giving rise to the grievance has occurred. Failure to file within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance and waiver of any right herein. The Township Administrator or designee shall answer the grievance, in writing, within seven (7) calendar days of the receipt of the grievance in writing.

STEP 2

If the union wishes to appeal the decision of the Township Administrator or designee, such appeal shall be presented to the Township Committee or designee within seven (7) calendar days after the Township Administrator or designee's decision or the date by which the decision should have been rendered. The presentation shall include copies of all previous correspondence relating to the matter in dispute. The Committee or designee shall schedule a meeting with the employee and the Union within fourteen (14) calendar days after the receipt of the written submission. The Committee or designee will respond in writing within fourteen (14) calendar days of said meeting.

STEP 3

If the union wishes to appeal the decision of the Township Committee or designee, such appeal shall be resented within fourteen (14) calendar days to the Public Employee's Relations Commission (PERC) by instituting a request for binding arbitration and assignment of panel of arbitrators. The rules and regulations of PERC shall govern the hearing and the decision of the arbitrator shall be binding, subject to further appeal to a court of competent jurisdiction.

- a. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated with the time limits set forth, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure with the time limits prescribed herein, then the disposition of the grievance at the last step shall be deemed to be conclusive. If a decision is not rendered within the time limits specified for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing, in writing and signed by the representative of both parties, to expand or contract the time limits for processing the grievance at any step on the procedure.

ARTICLE 12: DISCIPLINE

- A. Discipline may, but is not limited to including the following disciplinary actions:
 - 1. Oral reprimand
 - 2. Written reprimand
 - 3. Suspension (minor) five (5) days or less
 - 4. Suspension (major) six (6) days or more
 - 5. Demotion/Salary reduction
 - 6. Discharge
- B. No employee shall be disciplined without just cause.
- C. An employee shall be entitled to union representation at each stage of a disciplinary hearing.
- D. When the Township imposes discipline, written notice of such discipline shall be given to the employee and a copy shall be transmitted to the Steward and Union President.

ARTICLE 13: EDUCATION

- A. The Township will pay, in full, the tuition for successfully completed courses that are approved in advance by the Township. The course must be directly related to the employee's position and have prior approval by the Township. The employee's hours will be adjusted to accommodate work schedule. Successful completion means that the employee received a passing grade by the institution. If the employee fails to achieve a passing grade in a completed course, or fails due to absence, the employee shall reimburse the Township for all tuition advanced to the institution.
 - 1. The Township shall pay to each employee who is sent by the Township and/or receives prior approval from the Township Administrator to receive a certification, degree, and/or renewal of a certification a stipend of \$1,000, so long as the certification and/or degree received is related to the employee's job responsibilities and duties and will enhance the employee's job performance and his/her ability to perform the duties and responsibilities of the job, unless the certification is required by the job description or qualifications. This stipend is contingent on the completion of the certification, degree, and/or renewal of a certification resulting in the issuance of a certification, degree or recertification. The \$1,000 stipend is not contemplated per class, but rather, per certification, degree or recertification. The Township shall have complete and absolute discretion to determine whether or not an employee should be sent to receive a certification and/or degree, and whether or not to permit an employee to receive the certification and/or degree, with said determination and/or permission being made on a case by case basis.

2. For all employees who hold or obtain a degree from an accredited college or university, the Township shall pay to said employee a stipend annually as follows:
 - a. Associates Degree \$2,500.00
 - b. Bachelor's Degree \$3,500.00
 - c. Master's Degree \$5,000.00
3. Payment of the above mentioned stipends shall be in a lump sum on the first payday of the month of June in the calendar year following notice of eligibility to the Township.
4. The Township agrees to pay for all costs associated with the Department Head obtaining a higher education degree from an accredited college or university in a discipline or area of study that is closely related to job function or management of a local governmental entity. Prior approval by the Township Administrator is required.

ARTICLE 14: LONGEVITY

All permanent full-time employees within this unit shall receive in addition to their regular current salary longevity payments as follows:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAYS</u>
Start of 5 th year	3%
Start of 8 th year	5%
Start of 11 th year	6%
Start of 14 th year	7%
Start of 17 th year	9%
Start of 20 th year	11%

NOTE: FOR ALL EMPLOYEES HIRED JANUARY 1, 2017 OR THEREAFTER, THERE WILL BE NO LONGEVITY.

ARTICLE 15: PERSONAL LEAVE

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 Administrator when possible, and approval of same by the Administrator.

ARTICLE 16: 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 States Internal Revenue Service per mile or fraction thereof. Such entitlement must be authorized in advance by the Township Administrator.

ARTICLE 17: BEREAVEMENT LEAVE

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, grandparents and grandchildren of the employee or spouse, or any other dependent relative living within the employee's household.

For any family 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 provided 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.

ARTICLE 18: 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/are available at the time throughout 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. All employees are required to pay 20% of all out of network costs on a maximum of \$3,000.00 (\$600.00 + \$100.00 deductible for single and \$600.00 + \$200.00 deductible for a family). No employee shall be required to pay more than \$600.00 per year in out of network costs. Any out of network costs in excess of \$600.00 will be paid by the Township.
4. The Township shall cover the cost of fertility medications. The Township shall also reimburse 50% of fertility related treatments and procedures up to a maximum of \$15,000 per year for fertility.
5. A complete copy of the benefit coverage shall be provided to the employees upon request.
6. The Township shall reimburse all employees who voluntarily do not take the health care benefits 50% the value of what the health care would cost the employer.

7. The health care contribution mandated by state law shall be based upon the value of the prescription and medical coverage.

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. 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.

ARTICLE 19: 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 or as negotiated:

<u>MAXIMUM ACCUMULATION PER YEAR</u>		
YEARS OF SERVICE	DAYS	35 HOUR/40 HOUR
Date of hire to 3	15	105/120
Start of 4-8	18	126/144
Start of 9-13	21	147/168
Start of 14-18	26	182/208
Start of 19-26	28	196/224
Start of 27 and over	30	217/248

B. From the outset of an employee's eligibility for vacation leave days, eligibility for vacations shall be computed as of the first day of the month in which the employee was hired. Beginning with the next immediate January following an employee's attaining his/her first anniversary date, said employee's full yearly vacation leave days allotment shall be granted in each January, in anticipation of continued employment, which shall be prorated if the employee separates prior

to the end of the year. Between the employee's first anniversary and the next January, the employee shall receive a prorate share of his/her vacation time.

(For example: an employee hired on July 1, 2003, will receive upon his first anniversary, July 1, 2004, a prorated share of his/her vacation from July 1, 2004 through December 31, 2004. On January 1, 2005, said employee shall receive a full yearly allotment of vacation time for his/her second year of employment, and every January Is' thereafter shall receive his/her full yearly allotment of vacation time)

- 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, and there shall be no accumulation or sell back of any vacation days except as set forth in subsection 1 of the article.
- 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 Township Administrator.
- E. All vacations are subject to the final approval of the Township Administrator or designee.
- 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 years after have 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. No less than four (4) hours may be used for vacation. Leave beyond the four hours may be charged in one (1) hour units.
- I. Employees shall be entitled to carry over one (1) year of vacation time to the following year. If an employee cannot utilize the carried over vacation time within that year, then the employee may petition the Township Administrator or designee to sell back or carry over vacation time into the succeeding year. It is understood that carried over vacation time is used first in any given year.

ARTICLE 20: HOLIDAYS

- A. Each employee covered by this Agreement shall be allowed the following holidays with pay:

New Year's Day	Martin Luther	Labor Day			
King Day	President's Day	Good	Columbus Day	Veteran's Day*	Thanksgiving Day
Friday		Thanksgiving	Friday	Christmas Eve (1/2day)	Christmas
Memorial Day	Independence Day	Day			
		Juneteenth			

As of January 1, 2007, Veteran's Day shall be observed on November 1.

- B. The Township Administrator shall, on 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. Each employee covered by this Agreement shall be allowed one (1) floating holiday in addition to the above holiday schedule. The use of this holiday shall require forty-eight (48) hours' notice to the employee's immediate supervisor and his/her approval.

ARTICLE 21: SICK LEAVE

- A. All permanent full-time employees covered by this Agreement shall be granted sick leave pay at the follow rates:

- 1. During the first year of an employee's employment with the Township, an through the January next following the employee's first anniversary date, sick leave shall be earned at the rate of one and one quarter (1 1/4) days for each month worked.

Beginning on January of the January next immediately following an employee's first anniversary date, said employee shall be granted fifteen (15) sick leave days on January 1' of each year of employment in anticipation of continued employment. Thus, if an employee retires or otherwise separates his/her employment prior to December 31', the Township has the right to and will prorate the employee's sick leave days for the year of separation.

(For example: An employee hired on July 1, 2003, will earn sick leave at the rate of one an one quarter (1 1/4) days per month through December 31, 2004. On January 1, 2005, said employee shall receive a full yearly allotment of sick leave days (15 days total) in anticipation of his/her continued employment for the year 2005. Said sick leave days allotment will then be given every January 1" thereafter.)

The amount of such leave not taken shall accumulate from year to year only on the basis set forth and provided in Paragraph D of this article.

- B. The term "sick leave with pay" is hereby defined to mean the necessity of 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.
 - C. Employees absent on sick leave for a period of five (5) consecutive days may be required to submit substantiating medical documentation to the Township Administrator or designee.

- D. Throughout his/her period of employment with the Township, an employee shall be entitled to accumulate sick time with no cap. Accumulation of sick days shall be credited to and accumulated on the employee at the end of each calendar year and employees shall receive a record of his/her sick leave accumulation by the number of hours by January 31st of the following year. Upon retirement, employees shall be entitled to a pay out of unused sick leave up to a maximum of fifteen thousand dollars (\$15,000.00).
- E. Each year, employees shall be entitled to sell back the equivalent of up to ten (10) days of accumulated sick leave at the rate of pay for that year. Payment of this buy-back shall be made by March 15th of the following year. Eligible employees must select buy-back by February 15th and give notice to the Finance Department no later than February 15th.

NOTE: ANY EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2017, WILL NO LONGER BE ELIGIBLE TO BUY BACK SICK TIME.

ARTICLE 22: ON THE JOB INJURY/WORKMEN'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 of which he/she is sent home.
- B. The Township shall provide workmen's compensation for the on-the-job injury in the amount of 100% for a period of six (6) months; after the 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 workmen's compensation for an additional six (6) months, the Township will continue 100% coverage of wages; after a period of one year, the employee must take an unpaid leave of absence.

ARTICLE 23: HOURS OF WORK/OVERTIME

- A. It is expected that each bargaining unit member will devote the time necessary to meet the professional and statutory obligations of his/her position, as determined by the Township Committee and the Township Administrator.
- B. The regular work week shall consist of regular business hours; Monday through Friday, starting and closing time as determined by the Township Committee and Administrator.

- C. The Parties recognize that the fulfillment of professional responsibilities may necessitate service to the Township in excess of the regular work week. An employee who is required by the Township to perform significant extended services beyond his/her regular work week schedule shall, with prior notification and authorization of the Township Administrator have:
1. His/her work schedule adjusted accordingly; and/or
 2. Shall be granted compensatory time off for work in excess of his/her normal work week ours in accordance with the following schedule:
 - a. For all employees who normally have a 35 hour work week, compensatory time shall be earned at the rate of one (1) hour for each hour worked between hours 35 and 40, and at the rate of time and one-half (1 1/2) for all hours worked in excess of 40 hours in any one week; and/or
 - b. For all employees who work a 40-hour week, compensatory time shall be earned at a rate of time and one-half (1 1/2) for all hours worked in excess of 40 hours in any one week; and
 3. Unless use would otherwise interfere with the operations of the Township, such compensatory time shall be used within six (6) months of the year in which it was earned. In the event that an employee is unable to use the compensatory time within six (6) months of the year in which it was earned, the Township shall pay the employee for any unused compensatory time in March of the following year.
- D. The Municipal Court Administrator, when called out after hours to process criminal complaints, shall be paid a minimum of three (3) hours compensatory time. Said compensatory time shall be utilized within six (6) months of the year in which it was earned as set forth in subsection C3 of this Article. The Municipal Court Administrator shall be compensated a minimum of three (3) hours compensatory time when responding to a fax from the Police Department.
- E. In the event the employees holding the position of Public Works Coordinator, Water/Sewer Utilities Manager and/or Director of Information Technology are called into work (minimum 3-hour call in time) other than their normal working hours, they shall be compensated at rate of time and one half (1 1/2) for that period. In the event they are called into work other than their normal working hours on a Sunday or a Township designated Holiday, they shall be paid at a rate of double time for all time worked during that call in period.
- F. Any employee who is called into work based upon an emergency situation which cannot be handled by another Township employee of less supervisory status shall be compensated with a minimum of (3) hours call in time for said emergency.

- G. The Construction Code Official shall be compensated at a time and one half (1 1/2) rate of pay when called out after normal hours (minimum 3 hours call in time) by either the Police Department or qualified Township official for fire, natural disasters and the like, or for any other emergencies where the normal sub-code official cannot respond in a timely fashion.
- H. Planning/zoning administrator shall be provided a 3 hour comp time minimum for attending Planning Board/Zoning Board of Adjustment/Subcommittee meetings.
- I. In the event of a major emergency, i.e., major storm event, if department staff is called in for overtime, the overtime can be paid out instead of earning comp time with administrator approval.

ARTICLE 24: UNION LEAVE

- A. The employer agrees to provide during the duration of the Agreement leaves of absence with pay, a total of three (3) days per year for union officers and shop stewards for the purpose of association business. Approval for such leave will be made fourteen (14) days in advance of such leave.
- B. If negotiation sessions are scheduled during normal working hours, delegates will be excused without loss of pay or time. A maximum of one steward and one alternate steward will attend negotiation sessions without loss of pay, plus counsel.

ARTICLE 25: PROMOTIONS AND TRANSFERS

- A. For the purposes 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 bulletin boards. Employees desiring an opportunity to fill such openings may file written requests. Such notices shall be posted for forty-eight (48) hours. In making promotions within the bargaining unit, both seniority and qualifications may be considered by the Township.

ARTICLE 26: WAGES

- A. There shall be a minimum of twelve percent (12%) differential between a department head and their immediate subordinate with the exception of the Construction Code Official beginning January 1, 2008.
- B. There shall be a three (3%) percent across the board or a \$3,000 increase “whichever is greater” on the adjusted base salaries for each year beginning on January 1st of 2024, 2025, 2026, and 2027.
3% increase on January 1, 2024

3% increase on January 1, 2025

3% increase on January 1, 2026

3% increase on January 1, 2027

- C. The following stipend positions are adopted at a starting rate of \$6500: Recycling Coordinator, Pesticide/Herbicide Coordinator, Flood Plain Manager, GIS Coordinator, Municipal Housing Liaison, COAH Fee Assessor, Safety Coordinator, Storm water Coordinator, Tax Search Officer, ADA Project Coordinator, Director of Special Needs Recreation Program, On-Call/Court Room Security. There shall be a \$1,000 for Quality Production Assistant. All stipends shall be assigned to the appropriate Department Head and shall be paid in the base salaries as an additional amount as long as those duties are performed by the Department Head. See Schedule A.
- D. From time to time, there are extraordinary projects required by the Township that fall outside of the day to day duties of a Department Head. Such projects shall be known as merit projects under the direction of the Township Administrator. Merit pay shall be paid to the employee at a rate not less than five percent (5%) of their yearly base salary and shall be payable at the end of the calendar year upon completion of the project, whichever comes first.
- E. For the stipend of QPA, will be \$1,000 in base salary.
- F. In the event of a Shared Service Agreement and at the discretion of the Township Administrator, a stipend of up to \$15,000 shall be paid to the Department Head based upon work performed. This shall be paid in the base salary as an additional amount as long as those duties are performed by the Department Head.

ARTICLE 27: MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the 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 to establish reasonable work rules.
- C. To suspend, demote, discharge or take any other appropriate disciplinary action against an employee in accordance with this agreement and appropriate law.
- D. To lay off employees in the event of lack of work or funds or under conditions where continuation of such works would be inefficient and non-productive.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms of this Agreement 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 RS40 and 40A, or any other national, state, county or local laws or ordinances.

ARTICLE 28: MISCELLANEOUS

Work clothes for the Public Works Coordinator and Water/Sewer Utilities Manager shall be the same as those for the public works employees.

ARTICLE 29: DURATION

This Agreement shall be in effect as of, and applied retroactively to, the first day of January, 2024 unless otherwise noted herein, and shall be applied through, to and including the last day of December 2027. In the event that a new written Contract has not been entered into between the Employer and the American Federation of State, County and Municipal Employees, NJ Council 63 on or before the last day of December 2019, then all of the terms and conditions of this Contract shall be in full force and effect until a new Contract has been negotiated.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their hands and seals this _____ day of _____, 2024

FOR THE TOWNSHIP OF BARNEGAT

MAYOR JOSEPH MARTE

TOWNSHIP ADMINISTRATOR MARTIN LISELLA

FOR AFSCME NJ, COUNCIL 63

STEVE TULLY/EXECUTIVE DIRECTOR

ROGER B. BUDD, JR. CHAPTER CHAIR 3304J

RESOLUTION 2024-99

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING AND AUTHORIZING EXECUTION OF A NEW COLLECTIVE BARGAINING AGREEMENT WITH TEAMSTERS LOCAL NUMBER 35/PUBLIC WORKS

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 Teamsters Local Number 35/Public Works (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 6th day February 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;
- (b) Township Attorney;
- (c) 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 at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on February 6, 2024

Donna M. Manno, RMC
Municipal Clerk

CONTRACT BETWEEN

TOWNSHIP OF BARNEGAT, NEW JERSEY
DEPARTMENT OF PUBLIC WORKS

and

TEAMSTERS LOCAL NO. 35

Effective: January 1, 2024
Expiration: December 31, 2027

AGREEMENT

A. **THIS AGREEMENT** made this ____TH 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 **TEAMSTERS LOCAL NUMBER 35**, affiliated with the International Brotherhood of Teamsters, having its office located at 620 U.S. Route 130 Trenton, New Jersey, comprised of Barnegat Township Blue Collar Department of Public Works employees, such organizations having been certified by the Public Employment Regulations Commission as an appropriate bargaining agent for this unit, after the Agency held an appropriate election, hereinafter referred to as the UNION, TEAMSTERS, or BLUE COLLAR EMPLOYEES/SUPERVISOR EMPLOYEES.

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

This agreement entered into between the Township and the Teamsters has as its purpose the promotion of harmonious relations between the Township and the Teamsters, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other terms and conditions of employment with the Township.

ARTICLE 2: RECOGNITION CLAUSE

The Township recognizes Teamsters Local Number 35 affiliated with the International Brotherhood of Teamsters as the exclusive representative for all permanent full-time and permanent regular part-time Blue Collar Workers in the Public Works Department, Building and Grounds Department, Working Foreman, Equipment Operators, Mechanic(s), and Senior Mechanic(s) within the meaning of the Act and specifically excluding, without limitation, the following:

SUPERVISOR, PUBLIC WORKS.

ARTICLE 3: CHECKOFF OF DUES

- A. The Township agrees to deduct from the earnings of each employee regular Union dues, initiation fee and assessments when said employee has properly authorized such deductions 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 deductions authorization cards submitted by the Union to the Township. The Township will forward all dues deductions monies collected on a monthly basis to the Secretary-Treasurer of the Union on or before the 15th of each month. A list of names of deductions will be forwarded monthly.
- B. Any full time employee or part time employee working in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter and any new employee who does not join within thirty (30) days of the date of hire may pay a representation fee to the Union by automatic payroll deduction. This representation fee shall be in an amount equal to eighty-five (85) percent of the regular Union membership dues, initiation fee and assessments as certified by the Union to the Township (Employer). The Union agrees to save the Employer harmless from any and all action it takes under this article.

ARTICLE 4: JOB STEWARDS

The Township recognized/recognizes the right(s) of the Union to designate Job Stewards and Alternates. The authority of the Job

Steward and Alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.

2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information: (a) have been reduced to writing; or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages and/or work slowdowns, and/or work refusals.

The Township recognizes these limitations upon the authority of Job Stewards and their duly appointed alternates and shall not hold the Union liable for any unauthorized acts. The Township in so recognizing such limitations shall have the authority to impose the appropriate discipline, including discharge, in the event the Job Steward has taken strike action, slowdown, or work stoppage in violation of this Agreement or appropriate law. The Job Steward or their duly appointed Alternates, shall be permitted reasonable time to investigate, present and process grievances on company property, without loss of time and/or pay during the regular working hours, and where mutually agreeable to/by the Union and the Township. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

The Union shall not designate more than one (1) Job Steward or more than two (2) Alternates.

ARTICLE 5: EMPLOYEE RIGHTS

The parties agree to comply with all Equal Employment Opportunity guidelines, directives or statutes.

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 prescribed grievance procedures herein set forth.

ARTICLE 6: GRIEVANCE PROCEDURES

PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution to problems which may arise affecting the terms and conditions of the Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Any and all grievances by any employee shall be presented through the appropriate chain of command - specifically to the employee's immediate supervisor.

DEFINITIONS

The term "grievance" as used herein means any controversy arising from or 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.

STEPS OF THE GRIEVANCE PROCESS

The Township and the Union have the right to mutually agree to expand any of the timeframes set forth in any of the steps of this Grievance process.

STEP ONE:

An aggrieved employee shall discuss their grievance with the Job Steward (or their Alternate) and the Department Head within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle and resolve the differences between the aggrieved employee(s), the Job Steward and the Department Head. Failure to act within the established five (5) working days shall be deemed to constitute an abandonment of the grievance on behalf of the employee(s).

The Department Head shall attempt to settle and resolve the Grievance or render a decision within five (5) working days after the grievance has been raised.

STEP TWO:

In the event a satisfactory settlement or resolution has not been reached, the grievance shall be reduced to writing by the aggrieved employee(s) and one (1) copy be furnished to the

Township Administrator and one (1) copy to the Department Head, within five (5) working days following the determination by the Department Head.

The Department Head (or designated representative thereof) and the Township Administrator shall meet and attempt to resolve the grievance within ten (10) working days from the time the written grievance was presented. The Township Administrator shall within ten (1) working days of such meeting, issue a written determination regarding the grievance.

STEP THREE:

If the Union is not satisfied with the disposition of the grievance at step one or step two, the Union may within ten (10) working days after the decision has been rendered by the Township Administrator, submit the 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 cost of the arbitration shall be equally borne by the Union and the Township.

The decision of the Arbitrator shall be final and 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 or an act prohibited by law or which violates the terms and conditions of the Agreement. The decision of the Arbitrator shall be in writing with reasons thereof except by mutual consent of the parties.

ARTICLE 7: SENIORITY

Seniority shall be considered for purpose of scheduling vacations, personal leave and Comp Time leave. Furthermore, it shall be a consideration if a job opening within the Township should occur but shall not be the sole determining factor. Seniority will also be considered for job assignments within an employee's job title/position, but shall not be the sole determining criteria or factor utilized to assign work with any particular job title/position.

Should the Township decide to reduce the workforce in any particular job title/position, the Township will reduce the number of employees in that particular job title/position on the basis of seniority within that particular job title/position.

Employees shall be recalled for work from laid off status in the order of seniority, provided that the employee possesses the requisite skill, qualifications and ability to perform the available work. The necessary qualification determination or assessment shall be at the sole discretion of the Township and cannot be grieved by the Union.

ARTICLE 8: 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 (1.25) working days for each month of service or a total of fifteen (15) days per year. The amount of such leave not taken shall accumulate from year to year as provided under "**Paragraph H**" 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. Any and all sick leave allotments are given in anticipation of continued employment. Therefore, the Township has the right to prorate any employee's sick time upon retirement or separation of service, and the employee will be entitled to utilize a prorated amount of their sick leave in the year of their retirement or separation of service.
- 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 eight (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 ten (10) days or more during any given year or for five (5) consecutive days, shall submit to the Township on a periodic basis medical evidence acceptable to the Township substantiating the illness to the office of the Township Administrator. In addition, such employee may be required by the Township to submit to a medical examination by the Township physician or other physician designated by the Township.

- F. No employee while on sick leave from the Township shall be employed elsewhere or engaged in any outside work for employment whatsoever.
- G. 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.
- H. If the employee has not used more than five (5) sick days throughout the calendar year, he/she shall be entitled to purchase an equivalent of five (5) days (hours) of accumulated sick leave at a rate of pay for that year. However, in the event an employee has "banked" sick days, he/she may purchase up to ten (10) days.

Payment of this buy-back shall be made March 15th of the following year. Eligible employees must select buy-back by February 15th.

Employees hired after December 31, 2019 will not be eligible for sick leave buy-back.

- I. All employees regardless of date of hire are entitled to a maximum payout of fifteen thousand dollars (\$15,000) upon retirement for any unused accumulated sick leave.

ARTICLE 9: PERSONAL LEAVE

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. In the case of any unforeseen circumstance(s) and/or emergency(ies), this notification requirement may be waived, suspended or altered upon approval of the Supervisor.

ARTICLE 10: BEREAVEMENT LEAVE

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, grandparents and grandchildren of the employee or spouse, or any other dependent relative living within the employee's household.

For any family 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 provided 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.

ARTICLE 11: 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 12: PROBATION PERIOD

All new employees shall be considered to be on probation for a period of ninety (90) days effective on their start date and may be discharged without cause during the ninety (90) day probationary period. Management has the right to extend the probationary period for an additional ninety (90) days if warranted.

Employees in the probation period shall be entitled to receive pay on all designated Township holidays as designated in Article 24. Any employee on probation who works on a Township holiday shall be entitled to compensation in accordance with this agreement.

ARTICLE 13: NO STRIKE NO LOCKOUT

In addition to any other restrictions under the law, the Union will not cause a strike, work slowdown, 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.

If the Union violates this section, then such parties or person(s) 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 14: OVERTIME

All work performed in excess of forty (40) hours in any one (1) week, or eight (8) hours in one (1) work day, shall receive compensation at time and one half.

Snow Plowing

Time periods for snow plowing or other emergency related work shall be determined by the Mayor and/or Township Administrator. The decision by the Mayor and/or Administrator shall be final.

For snow plowing/ice control purposes, premium payment of time and one half (1.5) shall be paid when the entire work force is assigned to the function during normal working hours. Any subsequent snow plowing or ice control work shall be considered as part of the normal work day and shall be compensated at straight time. Snow plowing or ice control work performed on a Township designated holiday or on a Sunday shall be compensated at double time.

During times of snow plowing or other emergency related work, management has the right to assign work, including overtime, based on need and management shall have the discretion to assign any and all work based on their judgment. Work assignments during times of snow plowing or during other emergency work can only be grieved after completion of assignment or at the conclusion of the emergency.

Meal Allowance Rates

\$30.00 every six (6) hours.

The Township has the option to provide meals to employees engaged in snow plowing or other emergency related work.

Overtime Rotation

Overtime shall be assigned based on seniority within the division that requires the overtime. If additional personnel are needed outside of the division, then overtime shall be assigned based upon ability to perform the work. All determinations as to ability and qualifications to perform required work shall be at the discretion of management.

No employee shall be permitted to accept an overtime assignment if the employee does not possess the necessary skill and ability to properly and safely perform the work.

Management will make every reasonable attempt and effort to assign overtime in a fair and equitable manner.

Sunday Overtime

An employee assigned to work overtime on Sunday shall be paid at a rate of double-time for all hours worked.

Holiday Overtime

An employee assigned to work on a Township designated holiday shall be paid at the rate of double-time for all hours worked.

Duplication/Pyramiding of Pay

There shall be no duplicating or pyramiding of any premium pay provided for under these provisions of this agreement for the same hours worked.

If practical and the needs are known in advance, the Township shall request overtime from any employee at a minimum of forty-eight (48) hours in advance of when required overtime is necessary. This requirement applies to known scheduled events.

Overtime Offer

The offer of overtime shall mean that the Township will call by telephone or communicate directly with the employee. If the offer of overtime is by telephone, then one (1) attempt and only one (1) attempt by telephone shall be made. If the employee is not home or does not respond, then it shall be deemed a "no contact." However, should the employee respond prior to the assignment being filled, the employee will be allowed to fill the overtime assignment.

When an employee is scheduled to perform mosquito spraying, that employee shall be entitled to a minimum of three (3) hours pay. If an employee is called in on a holiday to perform mosquito spraying, that employee shall be entitled to a minimum of four (4) hours pay.

Call-In

In the event an employee is called in to work other than their normal working hours, the employee shall be paid at a rate of time and one-half (1.5) for all time worked during that call-in period.

In the event an employee is called into work other than their normal working hours and such call-in is on a Sunday or a Township designated holiday, the employee shall be paid at a rate of double time for all time worked during that call-in period.

In no such case shall an employee be paid for less than three (3) hours for call-in work, except in the case when call-in to duty is less than three (3) hours prior to the start of the normal work shift. In such an event, the employee shall only be paid for actual hours worked. When a call-out occurs after midnight, the employee will be paid for no less than four (4) hours, except in the case when the call-in to duty is less than four (4) hours prior to the start of the normal work shift. In such an event, the employee shall only be paid for actual hours worked.

ARTICLE 15: SAFETY REPORT

Whenever an employee is assigned to drive or operate a Township vehicle or equipment, and said employee feels such vehicle or equipment requires such repairs that it is unsafe, hazardous or defective to safely operate, the employee shall immediately notify their immediate supervisor or other appropriate managerial employee of said safety hazards or defects. The Supervisor shall request the employee to complete (in writing) a Safety Report as agreed upon by the parties to this Agreement.

ARTICLE 16: BULLETIN BOARD

The Union shall have access to a suitable size bulletin board in each designated work area. The Union may post notices of Union activities and information pertinent to its collective bargaining

relationship on these bulletin boards. Copies of all posted information shall be forward to the office of the Township Administrator.

ARTICLE 17: MILITARY OR NATIONAL GUARD

The Township agrees to provide all employees with military leave in accordance with existing Federal and State laws and regulations.

ARTICLE 18: US FORESTRY SERVICE

Any employee who had been permitted to attend up to four (4) weeks of United States Forestry Service prior to this agreement, shall be entitled to continue with the practice. Any such employee shall not, however, receive any salary while attending such service unless employees leave time is utilized.

ARTICLE 19: LONGEVITY

A. Longevity pay will be set forth below for all full-time employees based upon the date of appointment. Longevity shall be calculated on the base rate of each employee. Longevity shall not apply to employees hired after December 31, 2015.

For all employees hired prior to January 1, 2012:

<u>Years of Service</u>	<u>Longevity Pays</u>
Start of 5 th year	2%
Start of 9 th year	3%
Start of 13 th year	4%
Start of 17 th year	5%
Start of 21 st year	6%
Start of 25 th year	7%
Start of 29 th year	9%
Start of 33 rd year	11%

For all employees hired after January 1, 2012:

<u>Years of Service</u>	<u>Longevity Pays</u>
Start of 5 th year	1%
Start of 9 th year	2%
Start of 13 th year	3%
Start of 17 th year	4%
Start of 21 st year	5%
Start of 25 th year	6%
Start of 29 th year	7%
Start of 33 rd year	9%

ARTICLE 20: ON THE JOB INJURY

All accidents shall be reported immediately to the employee's supervisor. If an employee is injured, treatment shall be sought through the Township Physician or a local hospital. If an employee is sent home by the Township Physician, the local hospital or any other medical professional designated by the Township, the employee shall be entitled to be paid for the remainder of the work day on which the employee is sent home.

ARTICLE 21: PROMOTIONS AND TRANSFERS

For the purpose of the Article, a promotion will be defined as a permanent appointment from one job to another job in a higher wage rate.

When an opportunity for promotion arises within the bargaining unit, the Township shall post job openings on the bulletin boards. Employees desiring an opportunity to fill such openings may file written requests. Such notices shall be posted for forty-eight (48) hours. In making any promotion within the bargaining unit, both seniority and qualifications will be considered by the Township.

Promotions will be determined based on favorable employee performance evaluations as conducted by the employee's immediate supervisor.

Any disputes involving promotions will be resolved by the Township Administrator and that the decision of the Township Administrator shall be final.

The minimum time between promotions shall be eighteen (18) months unless mutually agreed otherwise.

An employee promoted to a higher rated job shall be allowed a ninety (90) day probationary period to demonstrate the ability to perform the job. If the employee is unable to qualify, he/she shall be returned to the former job. If any employee should be absent for three (3) or more days during the ninety (90) day probationary period, then that probationary period shall be extended, at the Township's option, for the number of days of the employee's absence.

ARTICLE 22: 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/are available at the time throughout 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. All employees are required to pay 20% of all out of network costs on a maximum of \$3,000.00 (\$600.00 + \$100.00 deductible for single and \$600.00 + \$200.00 deductible for a family). No employee shall be required to pay more than \$600.00 per year in out of network costs. Any out of network costs in excess of \$600.00 will be paid by the Township.

4. The Township shall cover the cost of fertility medications. The Township shall also reimburse 50% of fertility related treatments and procedures up to a maximum of \$15,000 per year for fertility.

5. A complete copy of the benefit coverage shall be provided to the employees upon request.

6. The Township shall reimburse all employees who voluntarily do not take the health care benefits 50% the value of what the health care would cost the employer.

7. The health care contribution mandated by state law shall be based upon the value of the prescription and medical coverage.

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. 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 23 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.

ARTICLE 23: 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:

Start of 6 th month	5 days	40 hours
Start of 2 nd year	12 days	96 hours
Start of 4 th year	15 days	120 hours
Start of 9 th year	18 days	144 hours
Start of 14 th year	21 days	168 hours
Start of 19 th year	25 days	200 hours

Start of 25 th year	28 days	224 hours
Start of 29 nd year and thereafter	30 days	240 hours

Vacations shall be scheduled so as not to interfere with the efficient and effective operation of the division and/or department to which the employee is assigned. Vacations shall be taken in the year of entitlement.

All requests for vacation leave shall be handled in accordance with the following policy:

- 1) Vacation leave request three (3) days or greater in length must be submitted as soon as reasonably possible, but no less than ten (10) working days prior to the requested vacation leave.
- 2) Vacation leave request two (2) days or less must be submitted as soon as reasonably possible, but not less than forty eight (48) hours prior to the requested vacation leave.

Once a vacation request has been approved, it cannot be modified unless mutually agreed. All vacation requests are subject to final approval of the Township Administrator.

Any employee who has resigned or who has otherwise separated from employment from the Township, shall be entitled to the vacation allowance established in this article prorated on the basis of the number of months worked in the year of resignation or separation.

If an employee leaves the employment of the Township for any reason before the end of the year after having taken a vacation allowance for the year, the employee may be charged with the unearned portion of their vacation allowance, which may be deducted from their final pay from the Township. Vacation leave may be taken in hourly increments, provided that no less than four (4) hours is being utilized.

An employee may buy back vacation leave up to five (5) days per year. Employees shall notify the Township in writing by January 15th of the following 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 the hourly rate of pay on December 31 of the previous year. Payment must be made by March 31.

ARTICLE 24: 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
President's Birthday	Veteran's Day*
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Juneteenth Day	Christmas Eve (one-half day)
Independence Day	Christmas Day

*Veteran's 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 25: WORK CLOTHES

The Township will continue to furnish employees with uniforms and work clothing in accordance with established policy.

Work Boot Allowance Schedule - January 1, 2024 through December 31, 2027 . . . \$200.00.

All work boots purchased by utilizing the Township work boot allowance shall have a steel tip toe.

Carharts as needed at no more than \$200.00 per year per employee.

Township reserves the right to change uniforms or clothing during this contract at the expense of the Township.

The Township will replace clothing damaged in the line of duty, including work and snow boots.

In lieu of uniforms and work clothing previously provided, the employee will have the choice of either polyester pants or jeans, and the Township will supply each employee with eleven (11) pair.

All employees shall have the right to select the retailer/manufacturer/location of the purchase of their work boots.

The Township shall furnish employees with snow boots with a peosha approved safety toe once per winter season.

ARTICLE 26: JURY AND COURT SERVICE

An employee shall be excused from work on a workday during which time the employee serves on a jury of any federal, state, county or other court provided the employee notifies the Township within forty eight (48) hours of receipt of jury notice. Employees shall be fully paid for such time lost from their regular and normal work shift.

If the employee is excused from jury duty four (4) hours prior to the end of their regular and normal work shift, the employee shall be required to report to work for the balance of their regular or normal shift.

It is understood that no employee will receive pay for more than eight (8) hours in any one (1) day or forty (40) hours in one (1) week when serving as a juror.

An employee shall be excused from work on a work day during which the employee attends any court or legal proceeding as a result of a subpoena served on behalf of the Township and shall be fully paid from any time lost from their regular and normal shift.

If the employee is excused from Court Duty four (4) hours prior to the end of their regular and normal work shift, the employee shall be required to report to work for the balance of their regular or normal shift.

ARTICLE 27: PAST PRACTICES 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.

Past practice(s), benefits and conditions of employment presently in existence can be modified if mutually agreed to by the Township and the Union.

ARTICLE 28: SEVERABILITY

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 affected clause or article.

ARTICLE 29: WORK HOURS AND REST PERIODS

Normal Work Day

The normal work day is eight (8) hours in duration, including a one-half hour lunch period.

Time of Work Hours

The normal work day shall start at 6:30 am and end at 2:30 pm.

New Work Hours or New Work Days

New work hours and/or new work days shall be mutually changed with agreement by the Union and the Township.

Breaks

All employees shall be entitled to one (1) fifteen (15) minute coffee break in the morning and one (1) ten (10) minute wash/clean up period each day without deduction in pay.

Normal Work Week

The normal work week shall be defined as Monday through Friday, inclusive, unless modified by mutual agreement between the Township and the Union.

ARTICLE 30: MANAGEMENT RIGHTS

The Township hereby retains and reserves 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 regard to establish reasonable work rules and regulations.

(C) To suspend, demote, discharge or take any other appropriate disciplinary action against an employee in accordance with this Agreement and appropriate law.

(D) To layoff employees in the event of the lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, directives, and practices, and the furtherance thereof, and the use of judgment and discretion of this Agreement, and then only to the extent such terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and law of the state of New Jersey and of the United States of America.

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 locals or ordinances.

ARTICLE 31: WAGES

Wages - Refer to Attached Salary Schedule

General Increase - 3% per each year of the agreement.

The minimum salary scale shall not apply to employees classified as "seasonal or summer workers."

Out of Title Pay/Upgrade Pay

Out of title pay will be the difference between employees existing salary and the salary of the out of title position. Out of title pay will be permitted in whole day increments. Only base pay will be used in the calculation of out of title pay. Longevity, stipends and any other type of compensation will not be part of the out of title calculation.

CDL

All new employees hired for job positions that require a CDL license must obtain said CDL within twelve (12) months of the date of hiring. Employees must provide suitable documentation to the Township. Failure to satisfy this requirement could be cause for termination. CDL pay shall be applied after ninety (90) days from the issuance of the CDL license.

Stipends

Stipends will only be offered upon completion of a training or course, and only upon the obtainment of documentary evidence demonstrating the completion of a training or course. Stipends shall be provided upon completion of a training or a course, not upon completion of a class taken in furtherance of obtaining the completion of a training or course.

Safety Stipends

1. Flagger Training
2. Defensive Driving Course
3. Confined Space Training
4. Lock Out/Tag Out Training
5. Snow Plow Safety Training
6. Personal Protection Equipment Training

Certified Stipends

1. Mosquito Spraying
2. Pesticide/Herbicide Application
3. Playground Safety Inspector
4. Certified Arborist/CAA

Seniority Stipends

Available to employees after fifteen (15) years of service, at the discretion of the department head. Employee must demonstrate good work ethics, including positive performance records, no disciplinary actions, and no abuse of vacation or sick leave.

Stipend Compensation

1. The payment for Safety Stipends will be \$750.00 per annum, except for Flagger and Confined Space Safety personnel, whose stipend shall be \$1,500.00 per annum.

2. The payment for Confined Spaces Stipends will be \$1,500.00 per annum.

3. The payment for Certified Stipends will be \$1,750.00 per annum.

4. The payment for Signage Stipends will be \$1,000.00 per annum.

5. The payment for Seniority Stipends will be \$1,000.00 per annum. Should an employee who is awarded a Seniority Stipend demonstrate in subsequent year(s) poor performance or receive a disciplinary action or demonstrate abuse of vacation or sick time, such stipend may be suspended or revoked at the discretion of the department head or business administrator.

6. All stipend checks will be paid out in the month of December of each year.

Other than as modified herein above, all employees are permitted to earn a maximum of four (4) certified stipends unless otherwise

mutually agreed to and approved by the Township Administrator. Stipends earned during the year will be prorated.

Mechanics "ASE" Certifications

Mechanics will need a minimum of two (2) ASE Certifications as a requirement of their position. The Senior Mechanic position requires a minimum of three (3) ASE Certifications.

Each ASE Certification will be treated as a stipend which will be eligible for a stipend payment of \$1,250.00 per year. Mechanics may earn up to four (4) additional ASE Certifications, totaling six (6) for Mechanics and seven (7) for Senior Mechanic(s). Stipends earned during the year will be prorated.

The Township will provide up-front payment for any and all tests for stipends and renewal fees. If however, the employee does not pass the test he/she will reimburse the Township for those expenses. All new test must first be approved by the Township Administrator, in writing.

ARTICLE 32: VACANCIES

The Township shall be required to "fill" any and all existing positions which become vacant for any reason (death, retirement, termination, voluntary removal, etc.) within sixty (60) days of the date of such vacancy. The Township may satisfy this requirement by either: (a) promoting an existing employee in a different position within the department who is qualified to satisfy the requirement of the vacant position; or (b) by advertising and hiring an individual not presently working within the department.

ARTICLE 33: MISCELLANEOUS

Employees who are required to drive a Township vehicle are required to report all moving violations within forty eight (48) working hours to the Township.

Township has a right, at its sole discretion, to send any employee to a defensive driving course(s) or class(es) after any accident, regardless of whether such accident occurs(ed) on or off the job. The Township shall pay for all costs for the course or class, and all reasonable efforts shall be made to send the employee during their working hours. However, should it be

impractical for the Township to have the employee attend the defensive driving course(es) or class(es) during normal working hours, said employee shall attend while off duty and shall be compensated in accordance with this agreement.

The Township shall pay the renewal fee difference between CDL and regular driver's license provided it is completed on the employee's own time.

The Township will cover the reimbursement for any mosquito applicator, pesticide applicator, irrigation and ASE renewal fees.

In any and all cases involving discipline, any employee being subject to any form or type of discipline, has the right to request that union representation be present.

Employee evaluations and its relationship to promotional opportunities include the development of a suitable employee evaluation form along with the adoption of an evaluation procedure. The form and the procedure will be mutually agreed upon by the Township and the Union.

Employee evaluations will be performed by the employee's immediate supervisor and Department Head.

Sunday trash pickup shall be instituted at the dock and bay beach locations from Memorial Day through/to Labor day. Dockmaster will address this trash pickup. If there is no dockmaster, the Department Head of Public Works will bring in the Saturday PW employee to address.

ARTICLE 34: TERMINATION/EXTENSION OF CONTRACT

This agreement shall be effective on the ___ day of _____, 2024. It 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, which it desires to modify the agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days prior to the expiration of the agreement.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their hands and seals this 6 day of February, 2024.

ATTEST:

Donna Manno, RMC
Municipal Clerk

TOWNSHIP OF BARNEGAT
Joseph Marte
Joseph Marte, Mayor

ATTEST:

TEAMSTERS LOCAL NO. 35
Roger F. Grover, Jr.

**TOWNSHIP OF BARNEGAT, NJ
TEAMSTERS LOCAL 35**

Salary and Wage Schedule as of January
1, 2024 through December 31, 2027

PUBLIC WORKS 2024-2027 SALARY SCHEDULE

<u>Year</u>	<u>Annual</u>	<u>Hourly</u>	<u>With Holder of CDL License</u>
Level A - Laborer, Custodian			
2024	45,803.14	22.02	23.02
2025	47,177.23	22.68	23.68
2026	48,592.55	23.36	24.36
2027	50,050.33	24.06	25.06
Level B - Truck Driver, Maintenance Worker			
2024	50,619.85	24.34	
2025	52,138.45	25.07	
2026	53,702.60	25.82	
2027	55,313.68	26.59	
Level C - Senior Truck Driver, Senior Maintenance Worker			
2024	55,790.46	26.82	
2025	57,464.17	27.63	
2026	59,188.10	28.46	
2027	60,963.74	29.31	
Level D - Equipment Operator, Mechanic, Carpenters			
2024	64,339.10	30.93	
2025	66,269.27	31.86	
2026	68,257.35	32.82	
2027	70,305.07	33.80	
Level E - Foreman, Chief Mechanic			
<u>Year</u>	<u>Annual</u>	<u>Hourly</u>	
2024	84,196.53	40.48	
2025	86,722.43	41.69	
2026	89,324.10	42.94	
2027	92,003.82	44.23	

Based on an annual working hours of 2,080 (40 hours per week)

Beginning January 1, 2024 and continuing on the first day of January each year thereafter during the term of this agreement, the starting salary shall be increased 3 percent per annum.

The general rate of increase for existing employees shall be 3 percent per annum.

RESOLUTION NO. 2024 –100

**RESOLUTION OF THE TOWNSHIP
COMMITTEE OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, ACCEPTING THE RETIREMENT
OF POLICE CHIEF KEITH A. GERMAIN**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey, (“the Township”) has received notification that Chief of Police Keith A. Germain will be retiring effective May 1, 2024; and

WHEREAS, Chief Germain has had a storied career as a member of the Barnegat Township family; and

WHEREAS, Chief Germain was appointed as a police dispatcher in July of 1994, and thereafter attended the Ocean County Police Academy and was appointed as a Class II Police Officer in December of 1995; and

WHEREAS, in January 1998, Chief Germain was appointed as a full time patrol officer; and

WHEREAS, in July 2000, Chief Germain was promoted to the rank of Sergeant; and

WHEREAS, in January 2005, Chief Germain was promoted to the rank of the Lieutenant; and

WHEREAS, in February 2018, Chief Germain was promoted to Chief of Police of the Barnegat Township Police Department; and

WHEREAS, during his career Chief Germain has worked as a detective, narcotics investigator, SWAT operator, accreditation manager, deputy emergency management coordinator, police recruit instructor, vice president of NJSACOP, immediate past president of the Ocean County Police Chiefs Association; and

WHEREAS, Chief Germain's career highlights include: graduating the Federal Bureau of Investigation National Academy in 2019, he was the accreditation manager leading the Police Department to become accredited and re-accredited through NJSACOP and CALEA, he created the Barnegat Township Police Department Crime Reduction Unit, he created the neighborhood policing model, further developed the Department's professionalism in hiring and promotional practices, he created the Department's awards program, he developed the risk manager program, implemented the body worn camera usage, he developed the Taser policy program, founded the drone and marine units, he developed the Department's partnership with Volunteers of America, he created the Department's website and social media presence, developed the new patch for the police department and new uniforms, assisted in the design of the Department's section of the new Town Hall Building, and led the Department through the Covid 19 pandemic; and

WHEREAS, Chief Germain has been a part of the Barnegat Township community throughout his entire life and as member of the Police Department for 30 years; and

WHEREAS, the Township Committee and the Township residents will miss Chief Germain and wish him well in his retirement; and

NOW, THEREFORE, BE IT RESOLVED on this 6th day of February 2024 by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. With regret, the Township accepts the retirement of Police Chief Keith A. Germain effective May 1, 2024, and the Township Committee thanks Chief Germain for his years of service to the residents of Barnegat Township.

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

- (a) Joseph Marte, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Tom Lombarski, CFO
- (d) Jason D. Carroll, Captain
- (e) Keith A. Germain, Chief of Police
- (f) Christopher J. Dasti, Esq., Township Attorney

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on February 6, 2024, a quorum being present and voting in the majority.

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-2673

January 25, 2024

Via Email

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

**Re: Resolution Accepting the Retirement of Chief of Police effective May 1, 2024
Resolution Appointing Chief of Police Effective May 1, 2024
Resolution Hiring Certified Full-Time Patrolman Effective May 1, 2024**

Dear Donna:

Enclosed please find proposed resolutions with regard to the above-referenced matters. They can be placed on the agenda for the next 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: Joseph Marte, Mayor-via email
Martin Lisella, Township Administrator-via email
Keith A. Germain, Chief of Police-via email
Jason D. Carroll, Captain-via email

RESOLUTION NO. 2024 –101

**RESOLUTION OF THE TOWNSHIP
COMMITTEE OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, APPOINTING JASON D.
CARROLL CHIEF OF POLICE EFFECTIVE
MAY 1, 2024 AND AUTHORIZING EXECUTION
OF AN EMPLOYMENT AGREEMENT**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey, (“the Township”) is in need of a new Chief of Police effective May 1, 2024; and

WHEREAS, Captain Jason D. Carroll has had an exemplary career with the Township of Barnegat; and

WHEREAS, the Township of Barnegat finds it necessary and appropriate to appoint Captain Jason D. Carroll as Chief of Police effective May 1, 2024 and authorizing the execution of an Employment Agreement with Chief Carroll effective May 1, 2024; and

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

NOW, THEREFORE, BE IT RESOLVED on this 6th day of February 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 appoints Jason D. Carroll Chief of Police for the Barnegat Township Police Department effective May 1, 2024 and authorize the execution of an Employment Agreement with Chief Carroll, a copy of which is on file in the office of the Township Clerk and can be viewed during normal business hours.

2. The Mayor, Township Administrator, Township Clerk, and any other appropriate Township Official can execute any and all 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) Joseph Marte, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Tom Lombarski, CFO
- (d) Jason D. Carroll, Captain
- (e) Keith A. Germain, Chief of Police
- (f) Christopher J. Dasti, Esq., Township Attorney

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on February 6, 2024, a quorum being present and voting in the majority.

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-2673

January 25, 2024

Via Email

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

**Re: Resolution Accepting the Retirement of Chief of Police effective May 1, 2024
Resolution Appointing Chief of Police Effective May 1, 2024
Resolution Hiring Certified Full-Time Patrolman Effective May 1, 2024**

Dear Donna:

Enclosed please find proposed resolutions with regard to the above-referenced matters. They can be placed on the agenda for the next 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: Joseph Marte, Mayor-via email
Martin Lisella, Township Administrator-via email
Keith A. Germain, Chief of Police-via email
Jason D. Carroll, Captain-via email

RESOLUTION NO. 2024 –102

**RESOLUTION OF THE TOWNSHIP COMMITTEE
OF THE TOWNSHIP OF BARNEGAT, COUNTY OF
OCEAN, STATE OF NEW JERSEY, HIRING JOHN
DOLAN AS A CERTIFIED FULL-TIME PATROLMAN
EFFECTIVE MAY 1, 2024**

WHEREAS, the Township of Barnegat Police Department is in need of a full-time patrolman; and

WHEREAS, John Dolan is a certified full-time law enforcement officer; and

WHEREAS, the Township finds it necessary and appropriate to authorize the hiring of John Dolan as a full-time patrolman effective May 1, 2024; and

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

1. John Dolan is hereby hired as a certified full-time patrolman effective May 1, 2024.

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

- (a) Joseph Marte, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Tom Lombarski, CFO
- (d) Jason D. Carroll, Captain
- (e) Keith A. Germain, Chief of Police
- (f) John Dolan
- (g) Christopher J. Dasti, Esq., Township Attorney

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on _____, 2024, a quorum being present and voting in the majority.

Donna M. Manno, Township Clerk

Prepared by:
DASTI & STAIGER

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-2673

January 25, 2024

Via Email

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

**Re: Resolution Accepting the Retirement of Chief of Police effective May 1, 2024
Resolution Appointing Chief of Police Effective May 1, 2024
Resolution Hiring Certified Full-Time Patrolman Effective May 1, 2024**

Dear Donna:

Enclosed please find proposed resolutions with regard to the above-referenced matters. They can be placed on the agenda for the next 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: Joseph Marte, Mayor-via email
Martin Lisella, Township Administrator-via email
Keith A. Germain, Chief of Police-via email
Jason D. Carroll, Captain-via email

RESOLUTION NO. 2024-103

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN AND
STATE OF NEW JERSEY RELEASING PERFORMANCE
GUARANTEE AND ANY REMAINING MONETARY FUNDS FOR
HIGH POINT AT BARNEGAT**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (the "Township") is holding a Performance Guarantee Bond No. PB005022257 for a development known as High Point at Barnegat posted by the Developer Barnegat Glenn LLC.; and

WHEREAS, the Township has received a request from Asset Management Consultants (an agent authorized to take any and all actions on behalf of Barnegat Glenn LLC) to release Performance Guarantee Bond as well as the remaining monetary fund's for High Point at Barnegat development; and

WHEREAS, the Township has received a review memorandum from the Township's consulting engineers CME Associates dated November 7, 2023, a copy of which is attached hereto and made a part hereof, recommending release of the performance guarantee and that the requirement for a two year maintenance guarantee be waived because the performance guarantee has been posted since 2012; and

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

NOW THEREFORE BE IT RESOLVED on this 6th day of February, 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 authorizes the release of the Performance Guarantee Bond No. PB005022257 and will not require the posting of a two year maintenance guarantee pursuant to the November 7, 2023 correspondence of the Township Consulting Engineer, CME Associates, attached hereto and made a part hereof.

2. The Township hereby authorizes the release of the remaining monetary funds including cash guarantees associated with the development High Point at Barnegat to AMC in care of Barnegat Glenn LLC.

3. 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) Kurt Otto, PE, Township Engineer
- (e) Zachary M. Jordan, PE, CME Associates
- (f) Christopher J. Dasti, Esq., Township Attorney
- (g) AMC, 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 meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on February 6, 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

November 7, 2023

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

**Re: Request for Release of Site Performance Guarantee, Bond #PB005022257
High Pointe at Barnegat
Applicant: AMC, Inc.
Our File No. VBGP0142.02**

Dear Mrs. Manno:

According to our records, Resolution 2012-96 was adopted on February 6, 2012 authorizing the release of the performance guarantee subject to a two year maintenance bond be posted. It is our understanding that this maintenance bond was never posted. Due to the duration of time that has passed and lack of resident complaints received, it is our recommendation that the performance guarantee be released and the requirement for a two year maintenance guarantee be waived.

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 M. Jordan, PE, CME
For the Firm

ZMJ

cc: Martin Lisella, Administrator
Thomas Lombarski, CFO
Christine Roessner, Township Finance Officer
Christopher Dasti, Esq., Township Attorney
Kurt Otto, PE Township Engineer
AMC, Inc., Applicant

DASTI & STAIGER

Christopher J. Dasti
Lauren R. Staiger

ATTORNEYS AT LAW

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Forked River, NJ 08731

☎ 609-549-8990
☎ 609-549-5043

DastiLaw.com

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

*Also admitted in NY

File No.: GL-2617

November 10, 2023

Via Email

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

Re: Resolutions Releasing Performance Guarantee for High Pointe at Barnegat

Dear Donna:

Enclosed please find a resolution authorizing release of the Performance Guarantee for High Pointe at **Barnegat**. It can be placed on the agenda at 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: Martin Lisella, Township Administrator-via email
Tom Lombarski, CFO-via email
Christine Roessner, Finance Department-via email
Kurt Otto, PE, Township Engineer-via email
Zachary Jordan, PE, CME-via email

RESOLUTION NO. 2024 –104

**RESOLUTION OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, DENYING REQUEST FOR
RELEASE OF PERFORMANCE GUARANTEE FOR
RIGHT OF WAY IMPROVEMENTS FOR
BARNEGAT 67 (FORMERLY BARNEGAT
CROSSING)**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (the “Township”) is holding performance guarantee (Bond #1001049304) for right of way improvements posted for a development known as Barnegat 67, (formerly known as Barnegat Crossing); and

WHEREAS, the applicant Franklin Barnegat Developers LLC has submitted a request that the performance bond be released; and

WHEREAS, the Township’s Consulting Engineer CME Associates has performed a site inspection of the improvements and has issued a review memorandum dated December 6, 2023, a copy of which is attached hereto and made a part hereof, indicating that no further bond reduction or release can be approved at this time as the Engineer for Ocean County must review and accept the right of way improvements; and

WHEREAS, the Township accepts the recommendations of its professional staff.

NOW, THEREFORE, BE IT RESOLVED on this 6th day of February 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 accepts the recommendation of its professional staff and hereby denies the developer’s request for release of the performance

guarantee (Bond #1001049304) pursuant to the December 6, 2023 review memorandum of CME Associates. Once the applicant has received the letter of acceptance from the Ocean County Engineer, the applicant shall resubmit a request for release and/or reduction of the bond. The release of the bond will be subject to the posting of a maintenance guarantee to be posted at that time.

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

- (a) Joseph Marte, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Thomas Lombarski, CFO
- (d) Christine Roessner, Finance Office
- (e) Kurt J. Otto, PE, Township Engineer
- (f) Roger Budd, Water and Sewer Utility Manager
- (g) Christopher J. Dasti, Township Attorney
- (h) Zachary M. Jordan, PE, CME Associates
- (i) Franklin Barnegat Developers LLC, Applicant

CERTIFICATION

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

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

December 6, 2023

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

**Re: Request for Full Release of Performance Guarantee (Bond #1001049304)
ROW Improvements
Exit 67 (Formerly Barnegat Crossing)
Applicant: Extell Development Company
Our File No. VBG0092.06**

Dear Mrs. Manno:

In accordance with your request, our office has performed a site inspection relative to the developer's request that the site improvements performance bond be fully released. Our inspection has revealed that all items have been installed in a satisfactory manner. However, we cannot recommend the release of the performance guarantee at this time as the developer is required to obtain a letter of final acceptance from the Ocean County Engineer for the road improvements along Lighthouse Drive as specified on General Note #17 on the cover sheet of the construction plans.

We note that the maximum reduction to 30% of the original performance guarantee amount has already been approved. As per Municipal Land Use Law, reductions are not permitted until all improvements have been completed and accepted.

Based on the above, our office has determined that no further bond reduction, or release can be approved at this time. Once the County Engineer's letter of acceptance has been obtained and accepted by the Township, the performance guarantee may be released subject to the Applicant posting a 2-year maintenance guarantee in the amount of \$20,719.65 which is 15% of the original estimated construction cost of \$138,131.00.

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
For the Firm

ZMJ/rd

Enclosures

cc: Martin Lisella, Township Administrator
Thomas Lombarski, CFO
Kurt Otto, PE, Township Engineer
Christine Roessner, Township Finance
Christopher Dasti, Esq., Township Attorney
Extell Development Company, Applicant

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 CHIARAVALLLO, PE, CME

December 6, 2023

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

**Re: Request for Release of Performance Guarantee (Bond #1001049305)
Sanitary Sewer System Improvements
Exit 67 (Formerly Barnegat Crossing)
Applicant: Extell Development Company
Our File: VBGU0092.03**

Dear Mrs. Manno:

In accordance with your request, our office has performed a sanitary sewer system inspection of the above-referenced project relative to the developer's request for a release of the performance guarantee for the required sanitary sewer improvements.

Be advised that there has been substantial completion of the required sanitary sewer improvements at this site. However, we cannot recommend release of the performance guarantee at this time as the sanitary sewer improvements have not been completed in a satisfactory matter. The following punch list items must be corrected prior to the release of the performance bond:

- Sanitary Manhole #1:
 - Parge block course
- Sanitary Manhole #16:
 - Cleanout cement build-up
- Sanitary Manhole #12:
 - Change lid "STORM" to "BTS"
 - Cannot open lid
 - Ensure manhole lid can be opened and inside of manhole is satisfactory
- Sanitary Manhole #14:
 - Lid cannot be opened
 - Ensure lid can be opened and inside of the manhole is satisfactory.
- The as-built on file does not match current conditions. Revise and resubmit as-built in GIS, PDF, and hard copy and comply with section 55-123.F.(1) of the Township Code.

We note that the maximum reduction to 30% of the original performance guarantee amount has already been approved. As per Municipal Land Use Law, reductions are not permitted until all improvements have been completed and accepted. In addition, prior to the performance guarantee being released, the Applicant must address the following items as set forth in the Sanitary Sewer System Rules and Regulations:

- The Applicant must make application to the Township of Barnegat for a "Certificate of Completion" (Exhibit "D").
- The Applicant must submit all legal documents as are necessary to convey their interest in the facilities to the Township (Exhibit "E").
- The Applicant must submit an affidavit that all contractors, subcontractors and materialmen have been paid (Exhibit "F").

S:\Barnegat\Water & Sewer Inspections\VBGU0092.03 Barnegat Crossing (Lighthouse Barnegat)\Bond Release-Reduction Letters\23-12-06 Barnegat 67 Sewer Bond Release Denial.docx

CONSULTING AND MUNICIPAL ENGINEERS

NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000

849 W. BAY AVENUE, SUITE 16 • BARNEGAT, NEW JERSEY 08005 • (732) 410-2650 • FAX: (609) 698-1680



Donna Manno, Municipal Clerk
Township of Barnegat
Re: Exit 67
Bond Release Request

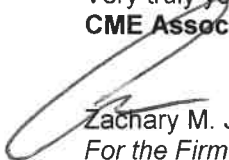
December 6, 2023
Our File No. VBGU0092.03
Page 2

Based on the above, our office has determined that no further bond reduction, or release, can be approved at this time.

Once the as-built plans have been submitted and approved and the outstanding punch list items have been completed and accepted by the Township, the performance guarantee may be released subject to the Applicant posting a 2-year maintenance guarantee in the about of \$25,050.75 which is 15% of the original estimated construction cost of \$167,005.00.

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 M. Jordan, PE, CME
For the Firm

ZMJ/rd/cc
Enclosure

cc: Martin J. Lisella, Administrator
Thomas Lombarski, CFO
Kurt Otto, PE, Township Engineer
Roger Budd, Water and Sewer Utility Manager
Christine Roessner, Township Finance Office
Christopher Dasti, Esq., Township Attorney
Extell Development company, Applicant

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-1431

January 5, 2024

Via Email

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

**RE: Resolution Denying Request for Release of Site Performance Guarantee for On-Site Improvements for Exit 67 (Formerly Barnegat Crossing)
Resolution Denying Request for Release of Performance Guarantee for Right of Way Improvements for Exit 67 (Formerly Barnegat Crossing)
Resolution Denying Request for Release of Site Performance Guarantee for Sanitary Sewer Improvements for Exit 67 (Formerly Barnegat Crossing)
Resolution Denying Request for Release of Site Performance Guarantee for Water System Improvements for Exit 67 (Formerly Barnegat Crossing)**

Dear Donna:

Enclosed please find resolutions with regard to Exit 67 (formerly Barnegat Crossing). The resolutions can be placed on the agenda for the next Township Committee meeting.

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: Martin Lisella, Township Administrator-via email
Thomas Lombarski, CFO-via email
Christine Roessner, Finance-via email
Kurt Otto, PE, Township Engineer-via email

RESOLUTION NO. 2024 – 105

**RESOLUTION OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, DENYING REQUEST FOR
RELEASE OF PERFORMANCE GUARANTEE FOR
SANITARY SEWER SYSTEM IMPROVEMENTS
FOR BARNEGAT 67
(FORMERLY BARNEGAT CROSSING)**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (the “Township”) is holding performance guarantee (Bond #1001049305) for sanitary sewer system improvements posted for a development known as Barnegat 67, (formerly known as Barnegat Crossing); and

WHEREAS, the applicant Franklin Barnegat Developers LLC has submitted a request that the performance bond be released; and

WHEREAS, the Township’s Consulting Engineer CME Associates has performed a site inspection of the improvements and has issued a review memorandum dated December 6, 2023, a copy of which is attached hereto and made a part hereof, indicating the performance guarantee cannot be released at this time because there are numerous items remaining to be completed as set forth in the review memorandum; and; and

WHEREAS, the Township accepts the recommendations of its professional staff.

NOW, THEREFORE, BE IT RESOLVED on this 6th day of February, 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 accepts the recommendation of its professional staff and hereby denies the developer’s request for release of the performance

guarantee (Bond #1001049305) pursuant to the December 6, 2023 review memorandum of CME Associates. Once the as-built plans have been submitted and approved and the outstanding punch list items have been completed and approved by the Township, the performance guarantee can be released subject to the posting of a two year maintenance guarantee.

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

- (a) Joseph Marte, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Thomas Lombarski, CFO
- (d) Christine Roessner, Finance Office
- (e) Kurt J. Otto, PE, Township Engineer
- (f) Roger Budd, Water and Sewer Utility Manager
- (g) Christopher J. Dasti, Township Attorney
- (h) Zachary M. Jordan, PE, CME Associates
- (i) Franklin Barnegat Developers LLC, Applicant

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat New Jersey on February 6, 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 6, 2023

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

**Re: Request for Release of Performance Guarantee (Bond #1001049305)
Sanitary Sewer System Improvements
Exit 67 (Formerly Barnegat Crossing)
Applicant: Extell Development Company
Our File: VBGU0092.03**

Dear Mrs. Manno:

In accordance with your request, our office has performed a sanitary sewer system inspection of the above-referenced project relative to the developer's request for a release of the performance guarantee for the required sanitary sewer improvements.

Be advised that there has been substantial completion of the required sanitary sewer improvements at this site. However, we cannot recommend release of the performance guarantee at this time as the sanitary sewer improvements have not been completed in a satisfactory matter. The following punch list items must be corrected prior to the release of the performance bond:

- Sanitary Manhole #1:
 - Parge block course
- Sanitary Manhole #16:
 - Cleanout cement build-up
- Sanitary Manhole #12:
 - Change lid "STORM" to "BTS"
 - Cannot open lid
 - Ensure manhole lid can be opened and inside of manhole is satisfactory
- Sanitary Manhole #14:
 - Lid cannot be opened
 - Ensure lid can be opened and inside of the manhole is satisfactory.
- The as-built on file does not match current conditions. Revise and resubmit as-built in GIS, PDF, and hard copy and comply with section 55-123.F.(1) of the Township Code.

We note that the maximum reduction to 30% of the original performance guarantee amount has already been approved. As per Municipal Land Use Law, reductions are not permitted until all improvements have been completed and accepted. In addition, prior to the performance guarantee being released, the Applicant must address the following items as set forth in the Sanitary Sewer System Rules and Regulations:

- The Applicant must make application to the Township of Barnegat for a "Certificate of Completion" (Exhibit "D").
- The Applicant must submit all legal documents as are necessary to convey their interest in the facilities to the Township (Exhibit "E").
- The Applicant must submit an affidavit that all contractors, subcontractors and materialmen have been paid (Exhibit "F").

S:\Barnegat\Water & Sewer Inspections\VBGU0092 03 Barnegat Crossing (Lighthouse Barnegat)\Bond Release-Reduction Letters\23-12-06 Barnegat 67 Sewer Bond Release Denial.docx

CONSULTING AND MUNICIPAL ENGINEERS

NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000

849 W. BAY AVENUE, SUITE 16 • BARNEGAT, NEW JERSEY 08005 • (732) 410-2650 • FAX: (609) 698-1680



Donna Manno, Municipal Clerk
Township of Barnegat
Re: Exit 67
Bond Release Request

December 6, 2023
Our File No. VBGU0092.03
Page 2

Based on the above, our office has determined that no further bond reduction, or release, can be approved at this time.

Once the as-built plans have been submitted and approved and the outstanding punch list items have been completed and accepted by the Township, the performance guarantee may be released subject to the Applicant posting a 2-year maintenance guarantee in the about of \$25,050.75 which is 15% of the original estimated construction cost of \$167,005.00.

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 M. Jordan, PE, CME
For the Firm

ZMJ/rd/cc
Enclosure

cc: Martin J. Lisella, Administrator
Thomas Lombarski, CFO
Kurt Otto, PE, Township Engineer
Roger Budd, Water and Sewer Utility Manager
Christine Roessner, Township Finance Office
Christopher Dasti, Esq., Township Attorney
Extell Development company, Applicant

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-1431

January 5, 2024

Via Email

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

**RE: Resolution Denying Request for Release of Site Performance Guarantee for On-Site Improvements for Exit 67 (Formerly Barnegat Crossing)
Resolution Denying Request for Release of Performance Guarantee for Right of Way Improvements for Exit 67 (Formerly Barnegat Crossing)
Resolution Denying Request for Release of Site Performance Guarantee for Sanitary Sewer Improvements for Exit 67 (Formerly Barnegat Crossing)
Resolution Denying Request for Release of Site Performance Guarantee for Water System Improvements for Exit 67 (Formerly Barnegat Crossing)**

Dear Donna:

Enclosed please find resolutions with regard to Exit 67 (formerly Barnegat Crossing). The resolutions can be placed on the agenda for the next Township Committee meeting.

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: Martin Lisella, Township Administrator-via email
Thomas Lombarski, CFO-via email
Christine Roessner, Finance-via email
Kurt Otto, PE, Township Engineer-via email

RESOLUTION NO. 2024 –106

**RESOLUTION OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, DENYING REQUEST FOR
RELEASE OF PERFORMANCE GUARANTEE FOR
WATER SYSTEM IMPROVEMENTS FOR
BARNEGAT 67 (FORMERLY BARNEGAT
CROSSING)**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (the “Township”) is holding performance guarantee (Bond #1001049306) for water system improvements posted for a development known as Barnegat 67, (formerly known as Barnegat Crossing); and

WHEREAS, the applicant Franklin Barnegat Developers LLC has submitted a request that the performance bond be released; and

WHEREAS, the Township’s Consulting Engineer CME Associates has performed a site inspection of the improvements and has issued a review memorandum dated December 6, 2023, a copy of which is attached hereto and made a part hereof, indicating the performance guarantee cannot be released at this time because there are numerous items remaining to be completed as set forth in the review memorandum; and; and

WHEREAS, the Township accepts the recommendations of its professional staff.

NOW, THEREFORE, BE IT RESOLVED on this 6th day of February, 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 accepts the recommendation of its professional staff and hereby denies the developer’s request for release of the performance

guarantee (Bond #1001049306) pursuant to the December 6, 2023 review memorandum of CME Associates. Once the as-built plans have been submitted and approved and the outstanding punch list items have been completed and approved by the Township, the performance guarantee can be released subject to the posting of a two year maintenance guarantee.

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

- (a) Joseph Marte, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Thomas Lombarski, CFO
- (d) Christine Roessner, Finance Office
- (e) Kurt J. Otto, PE, Township Engineer
- (f) Roger Budd, Water and Sewer Utility Manager
- (g) Christopher J. Dasti, Township Attorney
- (h) Zachary M. Jordan, PE, CME Associates
- (i) Franklin Barnegat Developers LLC, Applicant

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat New Jersey on February 6, 2024.

Donna M. Manno, RMC
Municipal Clerk

JOHN H. ALLGAIER, 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 CHIARAVALLLO, PE, CME

December 6, 2023

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

**Re: Request for Release of Performance Guarantee (Bond #1001049306)
Water System Improvements
Exit 67 (Formerly Barnegat Crossing)
Applicant: Extell Development Company
Our File: VBGU0092.03**

Dear Mrs. Manno:

In accordance with your request, our office has performed a water supply system inspection of the above-referenced project relative to the developer's request for a release of the performance guarantee for the required water supply improvements.

Be advised that there has been substantial completion of the required water supply improvements at this site. However, we cannot recommend release of the performance guarantee at this time as the water supply improvements have not been completed in a satisfactory matter. The following punch list items must be corrected prior to the release of the performance bond:

- Ensure proper operations of northern water meter pit
- Utility Authority to confirm proper operation of system
- One of the water meter pits has a broken handle; remove and replace
- Fill in topsoil to grade around recently repaired fire hydrant in northwest corner of lot
- Remove crane hooks on both water meter pits
- The as-built on file does not match current conditions. Revise and resubmit as-built in GIS, PDF, and hard copy and comply with section 55-123.F.(1) of the Township Code.

We note that the maximum reduction to 30% of the original performance guarantee amount has already been approved. As per Municipal Land Use Law, reductions are not permitted until all improvements have been completed and accepted. In addition, prior to the performance guarantee being released, the Applicant must address the following items as set forth in the Water System Rules and Regulations:

- The Applicant must make application to the Township of Barnegat for a "Certificate of Completion" (Exhibit "D").
- The Applicant must submit all legal documents as are necessary to convey their interest in the facilities to the Township (Exhibit "E").
- The Applicant must submit an affidavit that all contractors, subcontractors and materialmen have been paid (Exhibit "F").

Based on the above, our office has determined that no further bond reduction, or release, can be approved at this time.

Once the as-built plans have been submitted and approved and the outstanding punch list items have been completed and accepted by the Township, the performance guarantee may be released subject to the

S:\Barnegat\Water & Sewer Inspections\VBGU0092.03 Barnegat Crossing (Lighthouse Barnegat)\Bond Release-Reduction Letters\23-12-06 Barnegat 67 Water Bond Release Denial.docx

CONSULTING AND MUNICIPAL ENGINEERS

NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000

849 W. BAY AVENUE, SUITE 16 • BARNEGAT, NEW JERSEY 08005 • (732) 410-2650 • FAX: (609) 698-1680



Donna Manno, Municipal Clerk
Township of Barnegat
Re: Exit 67
Bond Release Request

December 6, 2023
Our File No. VBGU0092.03
Page 2

Applicant posting a 2-year maintenance guarantee in the about of \$29,370.00 which is 15% of the original estimated construction cost of \$195,800.00.

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 M. Jordan, PE, CME
For the Firm

ZMJ/rd/cc
Enclosure

cc: Martin J. Lisella, Administrator
Thomas Lombarski, CFO
Kurt Otto, PE, Township Engineer
Roger Budd, Water and Sewer Utility Manager
Christine Roessner, Township Finance Office
Christopher Dasti, Esq., Township Attorney
Extell Development Company, Applicant



- Community Planning
- Landscape Architecture
- Municipal Consulting
- Streetscape Design
- Economic Development
- Parks and Recreation

Michelle M. Taylor, AICP, PP
 Scott D. Taylor, AICP, PP, LLA, LEED AP

Steven F. Lennon, LLA, PP
 Holly M. Pasqua, Business Manager

Karen Ingram, LLA
 Elaine A. Mills, LLA, ISA Cert. Arborist

December 1, 2023

Kurt J. Otto, PE, CME, CFM
 Township Engineer
 Barnegat Township
 900 West Bay Avenue
 Barnegat, NJ 08005

**Re: Docket No. PB 08-22
 Landscape Inspection #8
 Exit 67 (formerly Barnegat Crossing) + Jersey Mike's, Taco Bell, & Dunkin
 Amended Preliminary & Final Major Site Plan
 Block 92.111, Lots 24.10, 24.11 & 24.12
 Lighthouse Drive
 Our File: 2001-118.100P**

Dear Mr. Otto,

At the request of the developer's contractor, our office has performed an updated site inspection of the above referenced site. Please note that this report addresses Exit 67, Jersey Mike's, Taco Bell, and Dunkin Donuts. This report does not address Pad D.

We offer the following comments:

1. All dead, missing, or severely declining plant material should be replaced. (See attached markup for locations).
 - a. 27 lg (Remove, but don't replace inkberry in parking lot islands).
 - b. 16 Js
2. Numerous trees exhibit stress and should be monitored. Any tree that should perish prior to the release of bonds should be replaced by the developer.
3. Several of the plant beds adjacent to Pad D are entirely weed covered. These areas should be treated.
4. Numerous plant beds and/or mulch rings exhibit little to no mulch. These areas should be re-mulched and bed edges defined.
5. Several of the parking islands throughout the site exhibit major wheel rut damage. These areas should be filled in and re-mulched. See markup for locations.
6. Due to the time of year, we are not able to fully confirm the health or condition of the deciduous trees on site. A follow-up inspection will be conducted after the trees begin to leaf out.



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

T. 856.810.3443

W. TDGplanning.com



7. There is a leaning sign that should be straightened at the exit drive to the right of Jersey Mikes. We defer final comment to the Township Engineer.

Once these items are addressed, the developer should contact our office for a re-inspection.

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

Respectfully submitted,
Taylor Design Group, Inc.

Scott D. Taylor, LLA, AICP, PP, LEED AP
Vice-President

Ec: Martin Lisella, Administrator (mlisella@barnegat.net)
Thomas Lombarski, CFO (tomL@barnegat.net)
Christine Roessner, (christinet@barnegat.net)
Donna Manno, (donnam@barnegat.net)
Stacey Cole, Planning Board Secretary (scole@barnegat.net)
Zachary Jordan, (zjordan@cmeusa1.com)
Christopher Dasti, Esq., (cdasti@dastilaw.com)
Moshe Botnick, Developer (MBotnick@extell.com)
Jeff Theibault (jjtinc@optonline.net)
Ryan Nicola, (ryan.nicola@graslawn.com)
Tyler Walengewicz, (tyler.w@graslawn.com)



DASTI & STAIGER

Christopher J. Dasti
Lauren R. Staiger

ATTORNEYS AT LAW

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Forked River, NJ 08731

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DastiLaw.com

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

*Also admitted in NY

File No.: GL-1431

January 5, 2024

Via Email

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

**RE: Resolution Denying Request for Release of Site Performance Guarantee for On-Site Improvements for Exit 67 (Formerly Barnegat Crossing)
Resolution Denying Request for Release of Performance Guarantee for Right of Way Improvements for Exit 67 (Formerly Barnegat Crossing)
Resolution Denying Request for Release of Site Performance Guarantee for Sanitary Sewer Improvements for Exit 67 (Formerly Barnegat Crossing)
Resolution Denying Request for Release of Site Performance Guarantee for Water System Improvements for Exit 67 (Formerly Barnegat Crossing)**

Dear Donna:

Enclosed please find resolutions with regard to Exit 67 (formerly Barnegat Crossing). The resolutions can be placed on the agenda for the next Township Committee meeting.

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: Martin Lisella, Township Administrator-via email
Thomas Lombarski, CFO-via email
Christine Roessner, Finance-via email
Kurt Otto, PE, Township Engineer-via email

RESOLUTION NO. 2024 – 107

**RESOLUTION OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, DENYING REQUEST FOR
RELEASE OF SITE PERFORMANCE GUARANTEE
FOR ON-SITE IMPROVEMENTS FOR
BARNEGAT 67 (FORMERLY BARNEGAT
CROSSING)**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (the “Township”) is holding Bond #1001083393 for site performance guarantee for on-site improvements for a development known as Barnegat 67, formerly known as Barnegat Crossing; and

WHEREAS, the developer Franklin Barnegat Developers LLC has requested a release of the performance guarantee; and

WHEREAS, the Township’s Consulting Engineer CME Associates has performed a site inspection of the improvements and has issued a review memorandum dated December 6, 2023, a copy of which is attached hereto and made a part hereof, recommending the performance guarantee cannot be released at this time because there are numerous items remaining to be completed as set forth in the review memorandum; and

WHEREAS, the Township accepts the recommendations of its professional staff.

NOW, THEREFORE, BE IT RESOLVED on this 6th day of February, 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 accepts the recommendation of its professional staff and hereby denies the developer’s request for release of the performance

guarantee (Bond #1001083393) pursuant to the December 6, 2023 review memorandum of CME Associates. The applicant must finish the punch list items noted in the review memorandum. Upon completion of the items, the applicant can submit another request for inspection and release of the performance guarantee.

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

- (a) Joseph Marte, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Thomas Lombarski, CFO
- (d) Christine Roessner, Finance Office
- (e) Kurt J. Otto, PE, Township Engineer
- (f) Roger Budd, Water and Sewer Utility Manager
- (g) Christopher J. Dasti, Township Attorney
- (h) Zachary M. Jordan, PE, CME Associates
- (i) Franklin Barnegat Developers LLC, Applicant

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat New Jersey on February 6, 2024.

Donna M. Manno, RMC
Municipal Clerk



December 6, 2023

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

**Re: Request for Release of Site Performance Guarantee (Bond #1001083393)
On-Site Improvements
Exit 67 (Formerly Barnegat Crossing)
Applicant: Extell Development Company
Our File No. VBGP0092.06**

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 release of the performance guarantee for the required site improvements. We note that the maximum reduction to 30% of the original performance guarantee amount has already been approved. As per Municipal Land Use Law, reductions are not permitted until all improvements have been completed and accepted.

Be advised that there has been substantial completion of the required site improvements at this site. However, we cannot recommend release of the performance guarantee at this time for there are items that remain to be completed. The following punch list items must be corrected prior to the release of the performance bond:

- Storm Sewer
 - Remove debris from Basin #1 including but not limited to discarded bicycle, siding, cabinet etc.
 - The following are covered by filter fabric or silt bags that need to be removed for inspection:
 - #1-1, 1-10, #2-1A, #2-1B, #2-1, #2-0A, #2-0B, #2-3, #2-4, #2-5B, #2-5A, #2-6A, #2-6B, #2-6C, #2-7, #2-9, #2-11, #2-12, #2-13.
 - Inlet #1-0
 - Remove damaged filter fabric; inlet in satisfactory condition.
 - Inlet #1-2
 - Remove and replace broken casting frame and remove debris
 - Inlet #1-3
 - Parge brick course
 - Inlet #1-4
 - Remove damaged filter fabric, parge brick course
 - Inlet #1-9
 - Remove damage filter fabric; inlet in satisfactory condition
 - Inlet #2-2A
 - Clean out debris
 - Inlet #2-2
 - Remove damaged filter fabric, relocate steps for accessibility, parge block and brick course
 - Inlet #2-8



Donna Manno, Municipal Clerk
Exit 67 – On-Site Improvements
Re: Bond Release Request

December 6, 2023
Our File No. VBG0092.06
Page 2

- Remove damaged filter fabric, add 2 steps at top of ladder, align lower steps, remove debris
 - MH 2B
 - Clean out debris
 - MH 2D
 - Clean out debris
 - MH 2C
 - Clean out debris
 - The following inlets currently in construction site for Pad 'D' development and after construction is complete will need silt bags/filter fabric for inspections
 - #2-10, #2-14, #2-15, #2-16
 - The as-built on file does not include stormwater pipes and associated information. Revise and resubmit as-built, GIS, PDF, and hard copy and comply with section 55-123.F.(1) of the Township Code.
 -
- Concrete Curb & Sidewalk
 - Remove and replace 2 sidewalk blocks behind SETS Barnegat
 - Remove concrete debris by rear southern residence entrance of building A and at rear of Euphoria
 - Remove cinder block at rear of Ocean Women's Healthcare Group (Suite 130-!)
 - Replace cracked pavers at south of and east of Pan Asia
 - Replace cracked pavers in amphitheater by northwest planting pot and nearby where repair failed
 - Remove and replace 1 block of sidewalk behind EMD Tax and Financial
 - Remove and replace 1 sidewalk blocks in front of Planet Fitness
 - Remove and replace 1 block between Planet Fitness and BSR Physical Therapy
 - Replace cracked sidewalk by ADA Ramp at southern crosswalk in front of Ocean Women's Healthcare Group
 - Remove and replace 2 cracked sidewalk blocks by southern Handicapped parking spots
 - Remove and replace 3 cracked sidewalk blocks at front of property, across from Community Medical Center Laboratory and Women's Imaging
 - 1 cracked sidewalk block by southwest light at northern entrance
 - 1 cracked sidewalk block across from Dunkin', 3 parking spots east of Handicap parking
 - 3 cracked sidewalk blocks across from dollar tree, one is three parking spots east of Handicapped parking, one is 5 parking spots east, one is seven parking spots east
 - 1 cracked sidewalk block across from RWJ Barnabas sign, 9 parking spots east from Handicapped parking
 - Pavement, Striping, Signage
 - On Dunkin' Pad; install missing Exit Sign at end of drive thru and missing Enter sign on right side of drive thru entrance
 - Vehicle Clearance Bar is installed at Dunkin' drive thru



Donna Manno, Municipal Clerk
Exit 67 – On-Site Improvements
Re: Bond Release Request

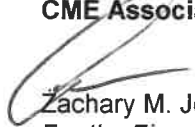
December 6, 2023
Our File No. VBGP0092.06
Page 3

- Install Missing 'Fire Lane – No Parking' striping throughout site
- Install missing R3-5(R) at east CVS entrance
- Install missing stop bars at Dunkin' parking lot and CVS entrance intersection
- Install missing Handicap sign at western handicap parking spot
- Install missing (2) handicap signs at handicap parking spots at southern end of parking lot, across from SETS Barnegat
- Install missing Resident Parking signs at rear of property
- Install missing arrows in rear of property
- Reset R3-8 sign located on the southern side of the access road between Jersey Mike's and Taco Bell
- Lighting & Landscaping
 - Address Taylor Design Group's Landscape Inspection #8 letter dated December 1, 2023. Letter is attached.

Based on the above, our office has determined that no further bond reduction, or release, can be approved at this time. Once the as-built plans have been submitted and approved and the outstanding punch list items have been completed and accepted by the Township, the performance guarantee may be released subject to the Applicant posting a 2-year maintenance guarantee in the amount of \$42,988.50 which is 15% of the original estimated construction cost of \$286,590.00.

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 M. Jordan, PE, CME
For the Firm

ZMJ/rd/cc
cc:

Martin J. Lisella, Administrator
Thomas Lombarski, CFO
Kurt Otto, PE, Township Engineer
Roger Budd, Water and Sewer Utility Manager
Christine Roessner, Township Finance Office
Christopher Dasti, Esq., Township Attorney
Extell Development Company, Applicant

DASTI & STAIGER

Christopher J. Dasti
Lauren R. Staiger

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DastiLaw.com

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

*Also admitted in NY

File No.: GL-1431

January 5, 2024

Via Email

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

**RE: Resolution Denying Request for Release of Site Performance Guarantee for On-Site Improvements for Exit 67 (Formerly Barnegat Crossing)
Resolution Denying Request for Release of Performance Guarantee for Right of Way Improvements for Exit 67 (Formerly Barnegat Crossing)
Resolution Denying Request for Release of Site Performance Guarantee for Sanitary Sewer Improvements for Exit 67 (Formerly Barnegat Crossing)
Resolution Denying Request for Release of Site Performance Guarantee for Water System Improvements for Exit 67 (Formerly Barnegat Crossing)**

Dear Donna:

Enclosed please find resolutions with regard to Exit 67 (formerly Barnegat Crossing). The resolutions can be placed on the agenda for the next Township Committee meeting.

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: Martin Lisella, Township Administrator-via email
Thomas Lombarski, CFO-via email
Christine Roessner, Finance-via email
Kurt Otto, PE, Township Engineer-via email

RESOLUTION 2024-108

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
ACCEPTING CHANGE ORDERS #48, 49, 50 & 51 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 #48, 49 & 50 & 51, totaling \$11,325.17 from Frankoski Construction Company as per explanation below;

Original Contract Amount:	\$ 12,964,000.00
Previously approved Change Orders: as of January 2024	<u>\$ 676,969.46</u>
Contract amount as of January 2024:	<u>\$ 13,640,969.46</u>

CHANGE ORDER #48: <i>Additional framing for drain pipe per for DWG SK-56</i>	\$ 2,323.92
--	-------------

CHANGE ORDER #49: <i>Relocate Server Room Door per DWG SK-52</i>	\$ 3,151.92
--	-------------

CHANGE ORDER #50: <i>Additional Transom window on 2nd Floor</i>	\$ 12,604.33
--	--------------

CHANGE ORDER #51 <i>Credit for Intumescent Paint for fire rating</i>	\$ -6,755.00
--	--------------

TOTAL AMOUNT OF CHANGE ORDER #48-51	<u>\$ 11,325.17</u>
--	---------------------

New Contract Amount:	\$ 13,652,294.63
-----------------------------	------------------

WHEREAS, the Chief Financial Officer (“CFO”) does hereby certify the availability of funds with respect to approving change orders #48-51 to Frankoski Construction Company, 314 Dodd Street, East Orange, NJ in the amount of 11,325.17; and

Net Increase Percentage over original contract amount:	<u>5.31%</u>
--	--------------

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 #48-51 in the amount of \$11,325.17 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 6th day of February, 2024

Donna M. Manno, RMC
Municipal Clerk

CHANGE ORDER

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

Change Order # General 48
Initiation Date: 01/02/24
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:

PROVIDE ADDITIONAL FRAMING IN ACCORDANCE WITH DWG. SK-56:


Pricing is in accordance with PCO #64, of 12/20/23 to enclose interior portion of storm water drain pipes.

Add \$ 2,323.92

The original Contract Sum.....	\$	12,964,000.00
Net change by previously authorized Change Orders.....	\$	676,969.46
The Contract Sum prior to this Change Order was.....	\$	13,640,969.46
The Contract Sum will be changed by this Change Order.....	\$	2,323.92
The new Contract Sum including this Change Order will be.....	\$	13,643,293.38
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
 Joseph Marte, Mayor
 BARNEGAT TOWNSHIP
 900 West Bay Avenue
 Barnegat, NJ 08005

By:  Date: 01/04/24

By:  Date: 1/8/24

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

By:  Date: 1.8.2024

CHANGE ORDER

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

Change Order # General 49
Initiation Date: 01/02/24
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:
RELOCATE SERVER ROOM DOOR IN ACCORDANCE WITH DWG. SK-52:

Pricing is in accordance with PCO #60, dated 12/05/23.

Add \$ 3,151.92

The original Contract Sum.....	\$	12,964,000.00
Net change by previously authorized Change Orders.....	\$	679,293.38
The Contract Sum prior to this Change Order was.....	\$	13,643,293.38
The Contract Sum will be changed by this Change Order.....	\$	3,151.92
The new Contract Sum including this Change Order will be.....	\$	13,646,445.30
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
 Elliot Goldstein, AIA, Partner
 THE GOLDSTEIN PARTNERSHIP
 515 Valley Street, Suite 110
 Maplewood, NJ 07040

Authorized by: OWNER

Joseph Marte, Mayor
 BARNEGAT TOWNSHIP
 900 West Bay Avenue
 Barnegat, NJ 08005

By:  Date: 01/02/24

By:  Date: 1/8/24

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

By: _____ Date: 1.8.24

Greg Frankoski

CHANGE ORDER

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

Change Order # General 50
Initiation Date: 01/02/24
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:
PROVIDE ADDITIONAL TRANSACTION WINDOW AT SECOND FLOOR:

Pricing is in accordance with PCO #54R1, dated 12/18/23.

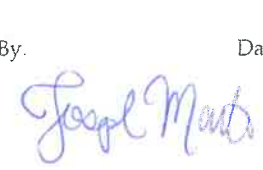
Add \$ 12,604.33

The original Contract Sum.....	\$	12,964,000.00
Net change by previously authorized Change Orders.....	\$	682,445.30
The Contract Sum prior to this Change Order was.....	\$	13,646,445.30
The Contract Sum will be changed by this Change Order.....	\$	12,604.33
The new Contract Sum including this Change Order will be.....	\$	13,659,049.63
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
Joseph Marte, Mayor
BARNEGAT TOWNSHIP
900 West Bay Avenue
Barnegat, NJ 08005

By:  Date: 01/02/24

By:  Date: 1/8/24

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

By:  Date: 1.8.24

CHANGE ORDER

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

Change Order # General 51 **Copies:**
Initiation Date: 1/03/24
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:
 PROVIDE CREDIT FOR INTUMESCENT PAINT FOR FIRE RATING ACHIEVED OTHERWISE:

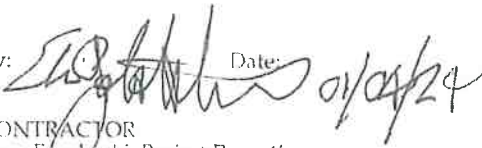
Pricing in accordance with PCO #65 dated 12/21/23

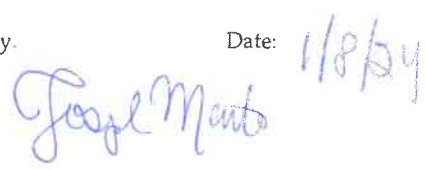
Deduct \$ -6,755.00

The original Contract Sum.....	\$	12,964,000.00
Net change by previously authorized Change Orders.....	\$	695,049.63
The Contract Sum prior to this Change Order was.....	\$	13,659,049.63
The Contract Sum will be changed by this Change Order.....	\$	-6,755.00
The new Contract Sum including this Change Order will be.....	\$	13,652,294.63
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
 Joseph Marte, Mayor
 BARNEGAT TOWNSHIP
 900 West Bay Avenue
 Barnegat, NJ 08005

By:  Date: 01/03/24

By:  Date: 1/8/24

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

By:  Date: 1.8.24

RESOLUTION 2024-109

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING PROGRESS PAYMENT #32 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 #32 in the amount of \$4,602.24; 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 #32 in the amount of \$4,602.24 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 \$4,602.24 and the check to be made payable to Travelers Casualty and Surety Company of America representing Payment #32 for work completed on the New Municipal Building

Original Contract Sum:	\$ 12,964,000.00
<i>Net Change by Change Orders</i>	\$ 688,294.63
Contract Sum to date:	\$ 13,652,294.63
Total completed & stored to date:	\$ 11,475,467.54
Less Retainage of 2%:	\$ 229,509.35
Total earned less retainage:	\$ 11,245,958.19
Less previous payments:	\$ 11,241,355.95
Total Payment #32 Due:(Payable to Travelers)	\$ <u>4,602.24</u>
Balance to Finish including Retainage:	\$ 2,413,091.54

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 6th day of February, 2024

Donna M. Manno, RMC
Municipal Clerk

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

Project **BMPC**

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

Date: **1/30/24**

Copies: Greg Frankoski

Trans: **44**

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 App #32 cert. for \$4,602.24	1/30/24

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

Comments:

Notes:

By: 

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA 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:	32	Distribution to:	OWNER: <input checked="" type="checkbox"/>
FROM	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:	Dec 30th 2023	ARCHITECT: <input checked="" type="checkbox"/>	CONTRACTOR: <input checked="" type="checkbox"/>
CONTRACTOR:				CONTRACT DATE:	October 6, 2020	FIELD: <input checked="" type="checkbox"/>	OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$12,964,000.00

2. NET CHANGE BY CHANGE ORDERS \$695,049.73

3. CONTRACT SUM TO DATE (Line 1 + 2) \$13,659,049.73

4. TOTAL COMPLETED AND STORED TO DATE (Column C on G7)

5. RETAINAGE:

a. 2 % of Completed Work \$229,509.35
(Column D + E on G703)

b. 2 % of Stored Material \$0.00
(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$229,509.35

6. TOTAL EARNED LESS RETAINAGE \$11,245,958.19
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$11,241,355.95
(Line 6 from prior Certificates)

1. CURRENT PAYMENT DUE \$4,602.24

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$2,413,091.54
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$803,609.41	(\$107,150.11)
Total approved this month	\$18,674.17	(\$20,083.74)
TOTAL	\$822,283.58	(\$127,233.85)
NET CHANGES by Change Order		\$695,049.73

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.

By: [Signature] Date: 01/29/2024

State of New Jersey
County of Essex

Subscribed and sworn to before me this 29 day of January 2024

Notary Public Judith A. Luscher My Commission Expires 2/27/2024

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: \$4,602.24
(Attach explanation if amount certified differs from the amount applied. Insert all figures on this Application and on the Continuation Sheet that are changed to confirm with the amount certified.)

By: [Signature] Date: 1/30/24

ARCHITECT: [Signature]

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

AIA DOCUMENT G703

AIA 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 retainage for line item may apply.

APPLICATION NO: 32
APPLICATION DATE: 1/17/24
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 1 - GENERAL CONDITIONS									
1	GC Management	\$440,100.00	375,100.00			375,100.00	85.2%	\$65,000.00	\$7,502.00
2	Insurance	\$86,525.00	76,500.00			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	160,000.00			160,000.00	91.1%	\$15,600.00	\$3,200.00
7	General Labor and Cleanup	\$99,952.00	89,650.00			89,650.00	89.7%	\$10,312.00	\$1,793.50
8	Temp Fence, Dump, Rentals, Trailers, Portaloan	\$81,780.00	73,550.00			73,550.00	89.9%	\$8,230.00	\$1,471.00
9	Water Protection	\$10,000.00	9,000.00			9,000.00	90.0%	\$1,000.00	\$180.00
10	Excavate	\$9,000.00	8,200.00			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	188,250.00			188,250.00	87.8%	\$26,100.00	\$3,765.00
13	Advance Payment / Plan	\$37,590.00	3,750.00			3,750.00	10.0%	\$33,840.00	\$75.00
14	Stipendiary IFR 1200 CY Allowance	\$84,000.00	59,002.00			59,002.00	70.2%	\$24,997.00	\$1,180.00
15	CM Allowance	\$220,000.00	220,000.00			220,000.00	100.0%	\$0.00	\$4,400.00
DIVISION 2 - SITEWORK									
16	Sewer General Conditions	\$19,100.00	14,325.00			14,325.00	75.0%	\$4,775.00	\$285.50
17	Sewer Mobilization	\$24,000.00	3,200.00			3,200.00	13.3%	\$20,800.00	\$64.00
18	Sewer Layout	\$21,000.00	13,800.00			13,800.00	65.7%	\$7,200.00	\$275.00
19	Soil Erosion and Sediment Controls	\$17,700.00	11,500.00			11,500.00	65.0%	\$6,200.00	\$229.00
20	Clear Site/Obstruction	\$101,000.00	33,330.00			33,330.00	33.0%	\$67,670.00	\$666.60
21	Excavation and Grading	\$188,250.00	160,125.00			160,125.00	85.1%	\$28,125.00	\$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	\$295,000.00	234,450.00			234,450.00	80.0%	\$60,550.00	\$4,689.00
24	Water Services	\$27,500.00	27,500.00			27,500.00	100.0%	\$0.00	\$350.00
25	Concrete Curbs	\$171,000.00	42,750.00			42,750.00	25.0%	\$128,250.00	\$835.00
26	Walks	\$67,000.00	26,800.00			26,800.00	40.0%	\$40,200.00	\$536.00
27	Pavers	\$49,000.00	0.00			0.00		\$49,000.00	\$0.00
28	Site Lighting Condition (Excavation Only)	\$20,000.00	9,000.00			9,000.00	45.0%	\$11,000.00	\$180.00
29	Site Lighting Foundations	\$27,000.00	0.00			0.00		\$27,000.00	\$0.00
30	Basement Excavation and Backfill	\$103,000.00	103,000.00			103,000.00	100.0%	\$0.00	\$2,060.00
31	Irrigation System	\$32,000.00	0.00			0.00		\$32,000.00	\$0.00
32	DC/ABC Subbase	\$177,000.00	38,100.00			38,100.00	21.5%	\$138,900.00	\$762.00
33	Bituminous Base Course	\$207,000.00	62,100.00			62,100.00	30.0%	\$144,900.00	\$1,242.00
34	Permanent Fencing	\$51,000.00	0.00			0.00		\$51,000.00	\$0.00
35	Topsoiling	\$14,000.00	2,800.00			2,800.00	20.0%	\$11,200.00	\$56.00
36	Fert & Seed	\$3,700.00	0.00			0.00		\$3,700.00	\$0.00
37	Landscape Plans	\$32,000.00	0.00			0.00		\$32,000.00	\$0.00
38	Traffic Control	\$6,800.00	3,400.00			3,400.00	50.0%	\$3,400.00	\$68.00
39	Demolition of Building	\$80,000.00	0.00			0.00		\$80,000.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document, 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 J on Contracts where variable retainer for line item may apply.

APPLICATION NO: 32
APPLICATION DATE: 1/17/24
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					
40	Minimum Surface Course	\$160,000.00	0.00			0.00	\$160,000.00	\$0.00	
41	Ready-Mix Jacking String	\$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	Street Closures	\$2,000.00	0.00			0.00	\$2,000.00	\$0.00	
48	Survey & Layout	\$11,100.00	7,500.00			7,500.00	\$3,600.00	\$150.00	
DIVISION 3 - CONCRETE									
49	Concrete Reinforcing	\$7,500.00	7,500.00			7,500.00	\$0.00	\$150.00	
50	Substructure	\$12,500.00	12,500.00			12,500.00	\$0.00	\$250.00	
51	Excavation for Footings	\$25,415.00	25,415.00			25,415.00	\$0.00	\$508.20	
52	Backfill	\$14,120.00	14,120.00			14,120.00	\$0.00	\$282.40	
53	Footings-Strip and Spread-Basement Ret	\$69,212.00	69,212.00			69,212.00	\$0.00	\$1,384.24	
54	Foundation Walls-Basement	\$66,957.00	66,957.00			66,957.00	\$0.00	\$1,339.14	
55	Footings-Strip and Spread-North Side	\$51,503.00	51,503.00			51,503.00	\$0.00	\$1,030.10	
56	Foundation Walls-South Side	\$26,980.00	26,980.00			26,980.00	\$0.00	\$539.60	
57	Footings-Strip and Spread-South Side	\$48,402.00	48,402.00			48,402.00	\$0.00	\$968.04	
58	Foundation Walls-South Side	\$25,633.00	25,633.00			25,633.00	\$0.00	\$512.66	
59	Footings-Strip-Basement Sign	\$30,289.00	0.00			0.00	\$30,289.00	\$0.00	
60	Foundation Walls-Basement 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	\$0.00	\$84.52	
62	Pre-Basement CL D	\$18,889.00	18,889.00			18,889.00	\$0.00	\$377.78	
63	Pre-Basement-North Wall	\$16,059.00	16,059.00			16,059.00	\$0.00	\$321.18	
64	Pre-Sheet Side CL E	\$15,270.00	15,270.00			15,270.00	\$0.00	\$305.40	
65	Pre-North Side Column R-2 through R-5	\$14,831.00	14,831.00			14,831.00	\$0.00	\$296.62	
66	Pre-North Side CL A	\$15,753.00	15,753.00			15,753.00	\$0.00	\$315.06	
67	Pre-North Side -CL B	\$15,753.00	15,753.00			15,753.00	\$0.00	\$315.06	
68	Slab on Grade-Basement	\$61,242.00	61,242.00			61,242.00	\$0.00	\$1,224.84	
69	Concrete Ceiling at Cell Blocks	\$6,740.00	6,740.00			6,740.00	\$0.00	\$134.80	
70	Concrete Walls at Cell Blocks	\$22,300.00	22,300.00			22,300.00	\$0.00	\$446.00	
71	1st floor slab on grade and deck	\$128,258.00	128,258.00			128,258.00	\$0.00	\$2,565.16	
72	2nd floor slab on grade and deck	\$98,026.00	98,026.00			98,026.00	\$0.00	\$1,960.52	
73	See base plates	\$4,435.00	4,435.00			4,435.00	\$0.00	\$88.70	
74	Metal Strip/Pan Fill	\$2,473.00	2,473.00			2,473.00	\$0.00	\$49.46	
75	Demolition	\$12,500.00	10,625.00			10,625.00	\$1,875.00	\$37.50	
76	Paint List	\$17,400.00	0.00			0.00	\$17,400.00	\$0.00	
77	Clasura	\$8,700.00	0.00			0.00	\$8,700.00	\$0.00	
78	Summitshops	\$3,500.00	3,500.00			3,500.00	\$0.00	\$70.00	

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 32
APPLICATION DATE: 1/17/24
PERIOD TO: Nov 30th 2023
ARCHITECT'S PROJECT NO: BMPC

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				
79	Mobliezation	\$3,500.00	2,500.00			2,500.00	100.0%	\$50.00
80	8 inch and 8 inch exterior back-up block material	\$7,000.00	7,000.00			7,000.00	100.0%	\$140.00
81	8 inch and 1 inch exterior back-up block labor	\$35,000.00	35,000.00			35,000.00	100.0%	\$700.00
82	8 inch masonry block partition material	\$13,000.00	13,000.00			13,000.00	100.0%	\$260.00
83	8 inch masonry block partition labor	\$65,000.00	65,000.00			65,000.00	100.0%	\$1,300.00
84	Masonry - other material	\$63,000.00	63,000.00			63,000.00	100.0%	\$1,260.00
85	Masonry material / water 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	\$50,000.00	29,250.00			29,250.00	97.5%	\$585.00
89	2 inch rigid insulation material and labor	\$18,000.00	18,000.00			18,000.00	100.0%	\$360.00
90	Scarfing labor and material	\$16,000.00	16,000.00			16,000.00	100.0%	\$320.00
91	Flashing weeps 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%	\$156.00
94	Washdown of new masonry	\$22,000.00	20,000.00			20,000.00	90.9%	\$400.00
95	Damper enclosure split free labor and material	\$2,500.00	2,500.00			2,500.00	100.0%	\$50.00
96	Damper enclosure split free labor and material	\$8,000.00	4,000.00			4,000.00	50.0%	\$80.00
97	Grout and rebar at damper enclosure labor and material	\$2,000.00	1,000.00			1,000.00	50.0%	\$20.00
DIVISION 5 - STRUCTURAL & MISC. METALS								
98	Shop Drawings/Engineering	\$30,000.00	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	\$603,340.00	460,340.00			460,340.00	100.0%	\$9,268.80
101	Metal Floor Deck Material	\$40,000.00	40,000.00			40,000.00	100.0%	\$800.00
102	Metal floor 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 Store	\$69,035.00	69,035.00			69,035.00	100.0%	\$1,380.70
105	Steel Reinforce	\$23,000.00	21,000.00			21,000.00	91.3%	\$423.00
106	Avianu Railings and Infill Panels	\$49,650.00	37,650.00			37,650.00	75.8%	\$753.00
107	Misc Steel and Accessories	\$15,000.00	13,975.00			13,975.00	93.2%	\$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								
114	Submittals	\$3,000.00	3,000.00			3,000.00	100.0%	\$60.00
115	Exterior Sheathing Material	\$10,000.00	10,000.00			10,000.00	100.0%	\$200.00
116	Exterior Sheathing Labor	\$30,000.00	30,000.00			30,000.00	100.0%	\$600.00

CONTINUATION SHEET

A/A DOCUMENT G703

A/A Document, G703* - 1992, Application and Certification for Payment, or G723* - 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: 32
 APPLICATION DATE: 1 17 24
 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					
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	Millwork Shop Drawings	\$12,000.00	12,000.00			12,000.00	100.0%		\$240.00
121	Millwork Lino Desk Material	\$23,000.00	23,000.00			23,000.00	100.0%		\$460.00
122	Millwork Wall Panel Material	\$35,000.00	35,000.00			35,000.00	100.0%		\$700.00
123	Millwork Judges Bench Material	\$42,000.00	42,000.00			42,000.00	100.0%		\$840.00
124	Millwork Vanities Material	\$15,000.00	15,000.00			15,000.00	100.0%		\$300.00
125	Millwork Counters Material	\$23,000.00	23,000.00			23,000.00	100.0%		\$460.00
126	Millwork Casework Material	\$11,000.00	11,000.00			11,000.00	100.0%		\$220.00
127	Millwork Labor	\$62,000.00	18,600.00			18,600.00	30.0%	\$43,400.00	\$372.00
DIVISION 6B - COURT ROOM FURNITURE									
128	Fence Submittals	\$1,125.00	1,125.00			1,125.00	100.0%		\$22.50
129	Fence Material	\$15,000.00	0.00			0.00		\$15,000.00	\$0.00
130	Fence Labor	\$6,154.00	0.00			0.00		\$6,154.00	\$9.00
DIVISION 7A - WATERPROOFING									
131	Waterproofing Submittals	\$2,500.00	2,500.00			2,500.00	100.0%		\$50.00
132	Waterproofing Material	\$38,375.00	38,375.00			38,375.00	100.0%		\$767.50
133	Waterproofing Labor	\$66,125.00	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	\$3,000.00	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 - INSTUMENT FIREPROOFING									
147	Fireproofing Submittals	\$1,125.00	281.00			281.00	100.0%		\$22.50
148	Fireproofing Material	\$780.00	0.00			0.00		\$780.00	\$15.60
149	Fireproofing Labor	\$4,850.00	0.00			0.00		\$4,850.00	\$97.00
DIVISION 8 - DOORS, WINDOWS, & GLASS									
150	Aluminum and Glass Submittals	\$10,000.00	10,000.00			10,000.00	100.0%		\$200.00

CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: 32
 APPLICATION DATE: 1/17/24
 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					
151	Aluminum and Glass Material	\$247,890.00	239,000.00			239,000.00	96.8%	\$8,000.00	\$4,780.00
152	Transom 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	\$2,110.99
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 Frame Labor	\$16,800.00	16,000.00			16,000.00	100.0%	\$800.00	\$220.00
DIVISION 8D - WOOD DOORS									
157	Wood Door Material	\$17,250.00	0.00			0.00		\$17,250.00	\$0.00
158	Door Labor	\$8,000.00	47,040.00			47,040.00	98.0%	\$960.00	\$940.00
DIVISION 9A - DRYWALL									
159	Drywall Material	\$113,000.00	112,000.00			112,000.00	100.0%	\$0.00	\$2,240.00
160	Drywall Labor	\$22,000.00	250,000.00			250,000.00	99.2%	\$3,000.00	\$5,000.00
161	Insulation Material	\$19,000.00	19,000.00			19,000.00	100.0%	\$380.00	\$380.00
162	Insulation Labor	\$38,000.00	38,000.00			38,000.00	100.0%	\$760.00	\$760.00
163	Tape & Scribe	\$66,000.00	65,000.00			65,000.00	98.5%	\$1,000.00	\$1,200.00
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%	\$560.00	\$560.00
167	Ceiling Tile Labor	\$14,000.00	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	\$74,100.00	56,000.00			56,000.00	75.6%	\$18,100.00	\$1,120.00
173	GRG Material	\$7,000.00	7,000.00			7,000.00	100.0%	\$140.00	\$140.00
174	GRG 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	\$8,375.00	35,875.00		1,500.00	37,375.00	97.4%	\$1,000.00	\$747.50
DIVISION 9E - CARPET & RESILIENT FLOORING									
178	Carpet Materials / Submittals	\$25,000.00	2,500.00			2,500.00	10.0%	\$22,500.00	\$60.00
179	Carpet Labor	\$10,000.00	0.00			0.00		\$10,000.00	\$0.00
180	VCT Materials	\$10,000.00	0.00			0.00		\$10,000.00	\$0.00
181	VCT Labor	\$5,000.00	0.00			0.00		\$5,000.00	\$0.00
182	VCT Submittals	\$7,500.00	7,500.00			7,500.00	100.0%	\$0.00	\$150.00
183	VCT Labor	\$7,500.00	3,800.00			3,800.00	50.7%	\$3,700.00	\$76.00
184	Interlocking Tiles Material	\$35,000.00	0.00			0.00		\$35,000.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

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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					
185	Interlocking Tiles Labor	\$1,000.00	0.00			0.00	100.0%	\$0.00	\$0.00
186	Rubber Tracks/Tire Material	\$7,500.00	0.00			0.00	100.0%	\$0.00	\$0.00
187	Rubber Tracks/Tire Labor	\$7,000.00	0.00			0.00	100.0%	\$0.00	\$0.00
188	Misc. Flooring Material	\$10,000.00	10,000.00			10,000.00	100.0%	\$200.00	\$200.00
189	Misc. Flooring Labor	\$3,500.00	3,500.00			3,500.00	100.0%	\$70.00	\$70.00
DIVISION 9F - MONOLITHIC FLOORING									
190	Epoxy Flooring Submittals	\$1,125.00	1,000.00			1,000.00	88.9%	\$125.00	\$20.00
191	Epoxy Flooring Material	\$6,542.00	0.00			0.00		\$6,542.00	\$0.00
192	Epoxy Flooring Labor	\$6,543.00	0.00			0.00		\$6,543.00	\$0.00
DIVISION 10 - SPECIALTIES									
193	Storage Submittals	\$1,125.00	850.00			850.00	75.6%	\$275.00	\$17.00
194	Storage Material	\$12,750.00	938.00			938.00	7.4%	\$11,812.00	\$18.76
195	Storage Labor	\$9,343.00	0.00			0.00		\$9,343.00	\$0.00
DIVISION 10A - FINISHING HARDWARE									
196	Door Hardware Material	\$94,999.00	94,999.00			94,999.00	100.0%	\$0.00	\$1,899.98
DIVISION 10B - TOILET ROOM ACCESSORIES									
197	Bathroom Accessories Material	\$10,420.00	10,420.00			10,420.00	100.0%	\$208.40	\$208.40
198	Bathroom Accessories Labor	\$7,000.00	7,000.00			7,000.00	100.0%	\$140.00	\$140.00
DIVISION 10C - PLASTIC TOILET PARTITIONS									
199	Bathroom Partitions Material	\$3,900.00	3,900.00			3,900.00	100.0%	\$78.00	\$78.00
200	Bathroom Partitions Labor	\$2,080.00	0.00			0.00		\$2,080.00	\$0.00
DIVISION 10D - METAL SPECIALTIES									
201	Lockers (Personal) Material / Shop Drawings	\$69,440.00	69,440.00			69,440.00	100.0%	\$1,388.80	\$1,388.80
202	Lockers (Personal) Labor	\$20,000.00	20,000.00			20,000.00	100.0%	\$400.00	\$400.00
203	Lockers Labor	\$18,942.00	18,942.00			18,942.00	100.0%	\$378.84	\$378.84
204	Markboards	\$12,490.00	7,190.00		5,300.00	12,490.00	100.0%	\$249.80	\$249.80
205	Consultants	\$2,775.00	0.00			0.00		\$2,775.00	\$0.00
206	Wire Security Partitions	\$4,877.00	4,877.00			4,877.00	100.0%	\$97.54	\$97.54
207	Curved Exterior Seating Material	\$16,476.00	0.00			0.00		\$16,476.00	\$0.00
208	Curved Exterior Seating Labor	\$4,000.00	0.00			0.00		\$4,000.00	\$0.00
209	Fingerprint Station	\$300.00	0.00			0.00		\$300.00	\$0.00
210	Intercom Mounting Pedestals w/Enclosure	\$200.00	0.00			0.00		\$200.00	\$0.00
211	K-9 C Cabins	\$1,540.00	0.00			0.00		\$1,540.00	\$0.00
212	Night Depository Unit	\$2,510.00	0.00			0.00		\$2,510.00	\$0.00
213	Fire Extinguisher Cabinets	\$2,125.00	2,125.00			2,125.00	100.0%	\$42.50	\$42.50
DIVISION 10E - INSULATED ROLLING DOORS									
214	Overhead Door Submittals	\$1,125.00	1,125.00			1,125.00	100.0%	\$22.50	\$22.50
215	Overhead Door Material	\$20,000.00	15,500.00			15,500.00	77.5%	\$4,500.00	\$210.00
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	1,125.00			1,125.00	100.0%	\$22.50	\$22.50

APPLICATION NO:	32
APPLICATION DATE:	1/17/24
PERIOD TO:	Nov 30th 2023
ARCHITECT'S PROJECT NO:	BMPC

CONTINUATION SHEET

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APPLICATION NO: 32
APPLICATION DATE: 1/17/24
PERIOD TO: Nov 30th 2023
ARCHITECT'S PROJECT NO: BMPC

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				
218	Access Floors Material	\$6,188.00	0.00			0.00	\$6,188.00	\$9.00
219	Access Floors Labor	\$6,187.00	0.00			0.00	\$6,187.00	\$0.00
DIVISION 11A - DETENTION EQUIPMENT								
220	Detention/Police Equipment Substrate	\$1,700.00	1,700.00			1,700.00		\$34.00
221	Detention/Police Equipment Doors and Frames	\$58,200.00	58,200.00			58,200.00		\$1,164.00
222	Detention/Police Equipment Hardware	\$48,000.00	34,195.00	5,701.00		39,896.00	\$8,704.00	\$797.92
223	Detention/Police Equipment Cleaning Tray	\$1,900.00	1,900.00			1,900.00		\$38.00
224	Detention/Police Equipment Period Lockers	\$3,400.00	2,400.00	1,000.00		3,400.00		\$68.00
225	Detention/Police Equipment Benches	\$3,800.00	2,700.00			2,700.00		\$54.00
DIVISION 14A - LIFT/ELEVATOR								
226	Elevator Shafts	\$3,500.00	3,500.00			3,500.00		\$70.00
227	Elevator Material / Release to Production	\$30,000.00	30,000.00			30,000.00		\$600.00
228	Elevator Labor	\$28,700.00	19,370.00			19,370.00	\$9,330.00	\$387.40
DIVISION 15 - MECHANICAL								
229	Equipment Shafts	\$2,000.00	2,000.00			2,000.00		\$40.00
230	Sheet Metal Shafts	\$16,000.00	8,000.00	2,000.00		10,000.00		\$200.00
231	A/C Shafts	\$5,000.00	5,000.00			5,000.00		\$100.00
232	Mechanical	\$8,000.00	6,000.00			6,000.00		\$120.00
233	R/T/S Material	\$40,000.00	40,000.00			40,000.00		\$800.00
234	R/T/S Labor	\$2,000.00	2,000.00			2,000.00		\$40.00
235	VRF Coils / EURL Units Material	\$190,000.00	190,000.00			190,000.00		\$3,800.00
236	VRF Coils / EURL Units Labor	\$32,500.00	32,500.00			32,500.00		\$650.00
237	Condensing Units	\$23,000.00	23,000.00			23,000.00		\$460.00
238	Elevator Hoist	\$5,000.00	5,000.00			5,000.00		\$100.00
239	Direct Flueless	\$4,000.00	4,000.00			4,000.00		\$80.00
240	Exhaust Fans	\$4,000.00	4,000.00			4,000.00		\$80.00
241	Fire Dampers	\$8,000.00	5,000.00			5,000.00		\$80.00
242	A/C Piping Material	\$20,000.00	20,000.00			20,000.00		\$100.00
243	A/C Piping Labor	\$80,000.00	80,000.00			80,000.00		\$1,600.00
244	Condensate Piping	\$12,000.00	12,000.00			12,000.00		\$240.00
245	Sheet Metal Shop Material Hanger	\$130,000.00	130,000.00			130,000.00		\$2,600.00
246	Sheet Metal Field Labor	\$422,000.00	418,000.00	4,000.00		422,000.00		\$8,440.00
247	Insulation	\$50,000.00	50,000.00			50,000.00		\$800.00
248	Game Lift	\$15,000.00	15,000.00			15,000.00		\$300.00
249	A/C Rough	\$80,000.00	80,000.00			80,000.00		\$1,600.00
250	A/C Finish	\$10,000.00	3,000.00	4,000.00		7,000.00		\$140.00
251	A/C Programming and Graphics	\$5,000.00	2,500.00			2,500.00		\$50.00
252	A/C Panel	\$12,000.00	10,500.00	1,500.00		12,000.00		\$240.00
253	Storage Frames	\$2,000.00	2,000.00			2,000.00		\$40.00
254	Storage Frames	\$14,000.00	0.00			0.00	\$14,000.00	\$0.00
255	Maintenance	\$5,000.00	0.00			0.00	\$5,000.00	\$0.00

CONTINUATION SHEET

A/A DOCUMENT G703

A/A Document, G702* - 1992, Application and Certification for Payment, or G732* - 2009, Project Application and Project Certificate for Payment, Construction Manager as Advisor 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: 32
APPLICATION DATE: 1-17-24
PERIOD TO: Nov 30th 2023
ARCHITECT'S PROJECT NO: BMPC

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				
236	QCM and Classon Demos	\$3,000.00	0.00			0.00	\$3,000.00	\$0.00
237	Panel L&M	\$2,000.00	0.00			0.00	\$2,000.00	\$0.00
DIVISION 15 - PLUMBING								
238	Stationstand Mobilization	\$6,000.00	6,000.00			6,000.00	0.00	\$120.00
239	1-G DWV Piping Material Basement	\$32,000.00	32,000.00			32,000.00	0.00	\$640.00
240	1-G DWV Piping Labor Basement	\$14,000.00	14,000.00			14,000.00	0.00	\$280.00
241	AG DWV Piping Material	\$18,000.00	18,000.00			18,000.00	0.00	\$360.00
242	AG DWV Piping Labor	\$60,000.00	60,000.00			60,000.00	0.00	\$1,200.00
243	AG Dem Water piping Material	\$16,000.00	16,000.00			16,000.00	0.00	\$320.00
244	AG Dem Water piping Labor	\$42,000.00	42,000.00			42,000.00	0.00	\$840.00
245	Natural Gas Piping Material	\$5,000.00	5,000.00			5,000.00	0.00	\$100.00
246	Natural Gas Piping Labor	\$10,000.00	10,000.00			10,000.00	0.00	\$200.00
247	Storm Drain Material	\$14,000.00	14,000.00			14,000.00	0.00	\$280.00
248	Storm Drain Labor	\$20,000.00	20,000.00			20,000.00	0.00	\$400.00
249	Fixtures and Specialties	\$95,000.00	95,000.00			95,000.00	0.00	\$1,900.00
250	Plumber Labor	\$42,000.00	32,000.00			32,000.00	\$10,000.00	\$640.00
DIVISION 15 - SPRINKLER SYSTEM (15526)								
271	Mobilization	\$1,000.00	1,000.00			1,000.00	0.00	\$20.00
272	Engineer Stamp	\$2,000.00	2,000.00			2,000.00	0.00	\$40.00
273	Design	\$20,000.00	20,000.00			20,000.00	0.00	\$400.00
274	Valve Room Material	\$7,000.00	7,000.00			7,000.00	0.00	\$140.00
275	Valve Room Labor	\$12,000.00	12,000.00			12,000.00	0.00	\$240.00
276	Rough in Material	\$30,000.00	30,000.00			30,000.00	0.00	\$600.00
277	Rough in Labor	\$81,000.00	81,000.00			81,000.00	0.00	\$1,620.00
278	Placer	\$1,000.00	0.00			0.00	\$1,000.00	\$0.00
279	Testing	\$3,000.00	2,000.00			2,000.00	\$1,000.00	\$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 L&M	\$1,500.00	0.00			0.00	\$1,500.00	\$0.00
DIVISION 16/17 - ELECTRICAL/TECH. SYSTEMS								
283	Mobilization	\$33,000.00	25,000.00			25,000.00	\$8,000.00	\$360.00
284	Submittals	\$3,600.00	5,000.00			5,000.00	0.00	\$100.00
285	Temp Electric for Office Trailer L&M	\$3,600.00	5,000.00			5,000.00	0.00	\$100.00
286	Temp Electric power and lights for new building L&M	\$9,000.00	6,000.00			6,000.00	\$3,000.00	\$120.00
287	Rough-in site electric serv high volt, telecom, cond Lab	\$33,000.00	33,000.00			33,000.00	0.00	\$660.00
288	Rough-in site electric serv high volt, telecom, cond Lab	\$28,000.00	28,000.00			28,000.00	0.00	\$560.00
289	Rough in all panels, transformer Labor	\$13,000.00	32,000.00			32,000.00	0.00	\$640.00
290	Rough in all panels, transformer Material	\$30,000.00	20,000.00			20,000.00	\$10,000.00	\$400.00
291	Finish all panels, transformers Labor	\$30,000.00	30,000.00			30,000.00	0.00	\$600.00
292	Finish all panels, transformers Material	\$70,000.00	70,000.00			70,000.00	0.00	\$1,400.00
293	Rough in Generator Labor	\$13,000.00	13,000.00			13,000.00	0.00	\$260.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703™ - 1992, Application and Certification for Payment, or G723™ - 2006, Project Application and Project Certification 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 rate/fee for time item may apply.

APPLICATION NO: 32
 APPLICATION DATE: 1-17-24
 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+D)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
294	Rough in Generator Material	\$0.000.00	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	\$180,000.00	188,100.00			188,100.00	99.0%	\$1,900.00	\$3,762.00
300	Finish all power and lighting Material	\$204,000.00	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 protective system L&M	\$10,000.00	10,000.00			10,000.00	100.0%		\$200.00
306	Finish for lighting protective 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	\$10,000.00	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	0.0%	\$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 A-V system labor	\$10,000.00	10,000.00			10,000.00	100.0%		\$200.00
314	Rough in A-V system material	\$8,000.00	8,000.00			8,000.00	100.0%		\$160.00
315	Finish work A-V labor	\$30,000.00	18,000.00			18,000.00	43.0%	\$12,000.00	\$360.00
316	Finish work A-V 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	\$18,000.00	18,000.00			18,000.00	100.0%		\$370.00
318	Finish 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 Control, Booster System Lab	\$21,000.00	21,000.00			21,000.00	88.3%	\$2,800.00	\$424.00
320	Finish for CCTV, Access Control, 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	\$17,000.00	16,050.00			16,050.00	94.4%	\$950.00	\$321.00
324	Finish work for the parking lot poles and lights material	\$4,500.00	0.00			0.00	0.0%	\$4,500.00	\$0.00
325	AV Barriers	\$10,000.00	0.00			0.00	0.0%	\$10,000.00	\$0.00
326	C-Barrier	\$10,000.00	0.00			0.00	0.0%	\$10,000.00	\$0.00
327	Panel Lab	\$10,000.00	0.00			0.00	0.0%	\$10,000.00	\$0.00
Base Contract Subtotal		12,954,690.00	10,950,410.00			31,475.00	0.00	10,961,885.00	\$1,600.00
CHANGE ORDERS									
328	BMPC CO #01 Credit for Submittal Exchange	(13,200.00)	(13,200.00)			(13,200.00)	100.0%		(\$264.00)
329	BMPC CO #02 Temperature Station Water Control	12,579.80	12,579.80			12,579.80	100.0%		\$251.60
330	BMPC CO #03 Revised E-Drawings	2,532.00	2,532.00			2,532.00	100.0%		\$50.64

CONTINUATION SHEET

AIA DOCUMENT G703

AIA 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 retainable for line item may apply

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)	H % (G+C)	I BALANCE TO FINISH (C + G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
331	BMPRC CO #104 Modify Network	28,759.00	0.00				0.00	100.0%	\$38,759.00	\$0.00
332	BMPRC CO #105 Remove 1 Subsegment CC Tank	4,246.67	4,246.67				4,246.67	100.0%	\$0.00	\$84.93
333	BMPRC CO #106 4 Month w/CTA Allowance	(40,000.00)	(40,000.00)				(40,000.00)	100.0%	\$0.00	(\$80.00)
338	BMPRC CO #167 Additional Temp Drain	4,511.00	4,511.00				4,511.00	100.0%	\$0.00	\$90.22
335	BMPRC CO #108 Stone Over Footings	12,670.80	12,670.80				12,670.80	100.0%	\$23.42	\$23.42
336	BMPRC CO #109 2" Sump Discharge Pipe	4,118.29	4,118.29				4,118.29	100.0%	\$82.37	\$82.37
337	BMPRC CO #110 Remove L.I.C.E.F. Core Street	13,281.00	13,281.00				13,281.00	100.0%	\$26.62	\$26.62
338	BMPRC CO #111 Steel Piling at O/H Door	6,567.24	6,567.24				6,567.24	100.0%	\$131.34	\$131.34
339	BMPRC CO #112 Steel Inexpensive Change	515.77	515.77				515.77	100.0%	\$19.32	\$19.32
340	BMPRC CO #113 Reconcile Contractor's Billing	(34.70)	(34.70)				(34.70)	100.0%	(\$0.69)	(\$0.69)
341	BMPRC CO #114 Truss Relocation	17,719.88	17,719.88				17,719.88	100.0%	\$354.40	\$354.40
342	BMPRC CO #115 Personal Lockers	29,431.99	29,431.99				29,431.99	100.0%	\$588.64	\$588.64
343	BMPRC CO #116 Exterior Electric Sign	47,290.16	0.00				0.00	100.0%	\$47,290.16	\$0.00
344	BMPRC CO #117 Electrical Panjags per Rev #8	3,588.87	3,588.87				3,588.87	84.1%	\$71.78	\$71.78
345	BMPRC CO #118 Changes per Rev #10	330,523.23	278,094.12				278,094.12	84.1%	\$53,429.11	\$5,561.88
346	BMPRC CO #119 Reconcile Contractor's Billing	(33.98)	(33.98)				(33.98)	100.0%	(\$0.68)	(\$0.68)
347	BMPRC CO #120 Frame End Walls per CPM's Engineer	22,301.76	22,301.76				22,301.76	100.0%	\$446.64	\$446.64
348	BMPRC CO #121 Detention Filter Changes per Rev #10	10,047.72	10,047.72				10,047.72	100.0%	\$200.95	\$200.95
349	BMPRC CO #122 Detention Filter Changes not per Rev #10	22,749.42	22,749.42				22,749.42	100.0%	\$454.99	\$454.99
351	BMPRC CO #123 Pew Body Profile Change	2,627.00	0.00		69.60		0.00	100.0%	\$2,627.00	\$0.00
352	BMPRC CO #124 Modify Chiller Drain System	22,882.31	22,882.31				22,882.31	100.0%	\$457.65	\$457.65
353	BMPRC CO #125 Finishing Work per Rev #10	20,998.86	20,998.86				20,998.86	100.0%	\$419.98	\$419.98
354	BMPRC CO #126 Frame NMS Walls per CPM's Engineer	15,839.98	15,839.98				15,839.98	100.0%	\$317.79	\$317.79
355	BMPRC CO #127 Reconfigure Gas Service	3,694.54	3,694.54				3,694.54	100.0%	\$73.89	\$73.89
356	BMPRC CO #128 Cancel Out Change Order #19	33.90	33.90				33.90	100.0%	\$0.68	\$0.68
357	BMPRC CO #129 Add Polite Layer to Signs	1,407.87	0.00				0.00	100.0%	\$1,407.87	\$0.00
358	BMPRC CO #130 Credit for S. Wall Masonry	(15,000.00)	(15,000.00)				(15,000.00)	100.0%	(\$300.00)	(\$300.00)
359	BMPRC CO #131 Server Room Renovation	6,018.92	6,018.92				6,018.92	100.0%	\$120.38	\$120.38
360	BMPRC CO #132 Framing at street Rafterable	6,595.66	6,595.66				6,595.66	100.0%	\$131.91	\$131.91
361	BMPRC CO #133 Insulate 2nd floor deck flues	1,998.25	1,998.25				1,998.25	100.0%	\$39.97	\$39.97
362	BMPRC CO #134 P.O. 33RD for Manager	48,068.51	43,124.01				43,124.01	89.7%	\$5,944.50	\$5,944.50
363	BMPRC CO #135 New Light Fixt For Corridors	15,375.59	15,375.59				15,375.59	100.0%	\$307.51	\$307.51
364	BMPRC CO #136 Extend Confession Soffit	5,609.26	5,609.26				5,609.26	100.0%	\$112.19	\$112.19
365	BMPRC CO #137 Soffit at Entrance	5,140.09	5,140.09				5,140.09	100.0%	\$102.80	\$102.80
366	BMPRC CO #138 Detention Corridor Soffit	5,088.08	5,088.08				5,088.08	100.0%	\$101.76	\$101.76
367	BMPRC CO #139 Add Key Pad	6,088.94	0.00				0.00	100.0%	\$6,088.94	\$0.00
368	BMPRC CO #140 Window Credits	(16,000.00)	(16,000.00)				(16,000.00)	100.0%	(\$320.00)	(\$320.00)
369	BMPRC CO #141 Truss Infill	4,312.25	4,312.25				4,312.25	100.0%	\$86.25	\$86.25
370	BMPRC CO #142 Arch at Clerestory	11,284.26	11,284.26				11,284.26	100.0%	\$225.69	\$225.69
371	BMPRC CO #143 Credit for CO #24	(22,882.31)	(22,882.31)				(22,882.31)	100.0%	(\$457.65)	(\$457.65)
372	BMPRC CO #144 P.O. 51RD Exterior Works	46,091.34	34,600.00				34,600.00	75.1%	\$11,491.34	\$692.00

APPLICATION NO: **32**
 APPLICATION DATE: **1/17/24**
 PERIOD TO: **Nov 30th 2023**
 ARCHITECT'S PROJECT NO: **BMPC**

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document, G703 [®] - 1992, Application and Certification for Payment, or G732 [®] - 2009		APPLICATION NO:	32
Project, Application and Project Certificate for Payment, Construction Manager as Adviser Edition,		APPLICATION DATE:	1 17 24
containing Contractor's signed certification is attached		PERIOD TO:	Nov 30th 2023
In tabulations below, amounts are in US dollars.		ARCHITECTS' PROJECT NO:	BMPC
Use Column I on Contracts where variable retainage for line item may apply			

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				
373	BMPC CO #45 PCO 56 Monthly Comm Retainers	594.09				0.00	594.00	\$0.00
374	BMPC CO #46 Legacy District	(10,000.00)		(10,000.00)		(10,000.00)		(\$200.00)
375	BMPC CO #47 Utilities District	(10,083.84)		(10,083.84)		(10,083.84)		(\$201.68)
376	BMPC CO #48 PCO #64 Int. Stern Energy/Grp	2,323.92				0.00	\$2,323.92	\$0.00
377	BMPC CO #49 PCO 60 Server rm floor rtd	3,151.92				0.00	\$3,151.92	\$0.00
378	BMPC CO #50 PCO 54R1 2nd Fl T Window	12,604.33				0.00	\$12,604.33	\$0.00
379	BMPC CO #51 PCO 65 Indemnment Credit	(6,755.00)		(6,755.00)		(6,755.00)		(\$135.10)
380						0.00		\$0.00
	<i>Change Order Subtotal</i>	688,294.63	340,361.38	(26,778.84)	0.00	513,582.54	174,712.09	\$0.00
	GRAND TOTALS	13,652,294.63	11,470,771.38	4,656.16	0.00	11,475,467.54	\$2,176,827.09	\$229,509.35

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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 \$ 4,602.24 payable to **Frankoski Construction Co., Inc.** and when the check has been properly 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 at 900 West Bay Avenue, Barnegat, NJ 08005 to the following extent: This release covers a progress payment for labor, services, equipment or material furnished to BMPC New Municipal Building through 12/30/2023 and does not cover any retention retained before, or after, the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written Change Order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by any previous progress payments.

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

1/29/2024
(Date Signed)

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

[Signature]
(Signature)

Notary

Subscribed and sworn to before me, this

29 Day of January 2024

[Signature]
(Notary Public Signature)

My Commission Expires 2-27-24

County of Essex

State of New Jersey

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

 **AIA** Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> BMPC New Municipal Building 900 West Bay Ave, Barnegat, NJ	ARCHITECT'S PROJECT NUMBER: BMPC	OWNER: <input checked="" type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Township of Barnegat 900 West Bay Ave, Barnegat, NJ	CONTRACT FOR: New Municipal Building	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. 32 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. 32 only.


SUPPORTING DOCUMENTS ATTACHED HERETO:

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

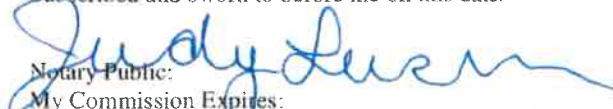
CONTRACTOR: *(Name and address)*

Frankoski Construction Co., Inc.
314 Dodd Street
East Orange, New Jersey 07017

BY:


(Signature of authorized representative)
Greg Frankoski, Project Executive
(Printed name and title)

Subscribed and sworn to before me on this date:


Notary Public:
My Commission Expires:

JUDITH A. LUSCHER
NOTARY PUBLIC OF NEW JERSEY
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RESOLUTION 2024-110

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, HIRING MARK WILSEA JR. AS A FIELD INSPECTOR IN THE ASSESSOR'S OFFICE AS OF FEBRUARY 20, 2024

WHEREAS, the Assessor's Office is in need of a Field Inspector because of the transfer of Celeste Lopes to the Building Department; and

WHEREAS, the position for Field Inspector was advertised and an interview process has taken place; and

WHEREAS, the Township Committee has chosen to hire Mark Wilsea Jr. to fill the position of Field Inspector for the Assessor's Office; and

NOW, THEREFORE, BE IT RESOLVED, that Mark Wilsea Jr. be hired as Field Inspector to the Assessor's Office by the Barnegat Township Committee, effective February 20, 2024, starting at a salary of \$41,000 yr.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat New Jersey on February 6, 2024

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2024-111

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

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

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

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

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

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify the foregoing resolution adopted by the Township Committee on February 6, 2024.

Donna M. Manno, RMC
Municipal Clerk