

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

**TOWNSHIP COMMITTEE MEETING AGENDA
October 7, 2025 10:00 AM**

Call to Order the October 7, 2025 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 Glenn Swank, Barnegat Bay Assembly of God

Roll Call of Officials:

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

Recognizing National Friends of Libraries Week, October 19-25 per Proclamation

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:

Formal Action:

Resolution 2025-331

Resolution authorizing payment of Bill List in the amount of \$9,167,951.02

Motion to adopt resolution:

Second:

Roll Call:

Committeeman Marte:

Committeeman Papi:

Committeeman Townsend:

Deputy Mayor Bille:

Mayor Cirulli:

Resolution 2025-332

Resolution certifying that the CY2025 Best Practices Inventory Questionnaire has been completed and submitted to the DCA

Motion to adopt resolution:

Second:

Roll Call:

Committeeman Marte:

Committeeman Papi:

Committeeman Townsend:

Deputy Mayor Bille:

Mayor Cirulli:

New Business:

Approval of the Township Committee minutes from the September 2, 2025 Township Committee meeting

Motion to adopt minutes:

Second:

Roll Call:

Committeeman Marte:

Committeeman Papi:

Committeeman Townsend:

Deputy Mayor Bille:

Mayor Cirulli:

Ordinance 2025-19

(First Reading)

An Ordinance Amending and Supplementing various sections of Chapter 55 of the Township Code
Entitled "Land Use"

Motion to introduce ordinance:

Second:

Roll Call:

Committeeman Marte:

Committeeman Pipi:

Committeeman Townsend

Deputy Mayor Bille:

Mayor Cirulli:

Ordinance 2025-20**(First Reading)**

An Ordinance Amending and Supplementing Chapter 63B of the Township Code Entitled "Rentals" and Specifically Section 305 Entitled "Short Term Rentals"

Motion to introduce ordinance:

Second:

Roll Call:

Committeeman Marte:

Committeeman Pipi:

Committeeman Townsend

Deputy Mayor Bille:

Mayor Cirulli:

Ordinance 2025-21**(First Reading)**

An Ordinance authorizing vacation of a portion of Tarpon Road, Block 92.01, Lot 10.01 and Block 92.02, lot 1.01

Motion to introduce ordinance:

Second:

Roll Call:

Committeeman Marte:

Committeeman Pipi:

Committeeman Townsend

Deputy Mayor Bille:

Mayor Cirulli:

Consent Agenda:

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

Approval of Calendar Raffle to St Mary's Church for the year 2026

Approval of membership to Braden Pelusio to the Barnegat Fire Department

Approval of membership to Lillian Lane to the Barnegat First Aid Squad

Approval of membership to David Koch to the Barnegat First Aid Squad

Resolution 2025-333

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

Resolution 2025-334

Resolution authorizing the Tax Collector to cancel taxes and authorize a refund in the amount of \$384.70 due to totally disabled veteran for 2025 taxes paid with no future billing on Block 92.50 Lot 14; 6 Cape Cod Avenue

Resolution 2025-335

Resolution authorizing the Tax Collector to cancel taxes and authorize a refund in the amount of \$246.80 due to totally disabled veteran for 2025 taxes paid with no future billing on Block 95.18 Lot 18; 1 Forest Lake Court

Resolution 2025-336

Resolution authorizing the Tax Collector to cancel taxes and authorize a refund in the amount of \$461.24 due to totally disabled veteran for 2025 taxes paid with no future billing on Block 95.33 Lot 18; 4 Fishpond Terrace

Resolution 2025-337

Resolution authorizing the Tax Collector to cancel taxes and authorize a refund in the amount of \$340.83 due to totally disabled veteran for 2025 taxes paid with no future billing on Block 90.17 Lot 11; 10 Duxbury Lane

Resolution 2025-338

Authorizing the Tax Collector to Refund payment erroneously paid for Block 144.07, Lot 17, 257 Hawthorne Lane in the amount of \$1,183.85.

Resolution 2025-339

Resolution authorizing the Chief Financial Officer to move Premium monies that have been in the Premium account for over 5 years to the General Fund in the amount of \$900.00.

Resolution 2025-340

Resolution authorizing Redemption monies unclaimed to Escheat to Municipality in the amount of \$3,651.87.

Resolution 2025-341

Resolution authorizing the Transfer of PB23-02 Escrow Deposits from original owner to the current owner for property located at 1490 West Bay Avenue, Block 54, Lot 9

Resolution 2025-342

Resolution authorizing the refund of Escrow Deposits PB 23-15 to John and Grace Petrowski, Block 173, Lots 7.01 & 8.01 in the amount of \$372.50.

Resolution 2025-343

Resolution amending the Job Description of Confidential Records Clerk for the Police Department

Resolution 2025-344

Resolution promoting William Tallman from Laborer to Driver in the Public Works Department effective September 15, 2025 at a new rate of pay of \$25.07 per hour

Resolution 2025-345

Resolution authorizing the Chief Financial Officer to issue a check for re-imbursement to Lillian Hammond of 47 Tara Lane for replacement of her vehicle's back window that was broken by a tree branch from Township employee working in adjacent Township property.

Resolution 2025-346

Resolution authorizing payment #4 in the amount of \$149,680.43 to Earle Asphalt Company for work completed on the FY2024 NJDOT Municipal Aid Improvements to Pennsylvania Avenue project.

Resolution 2025-347

Resolution authorizing Change Order and Final payment #4 in the amount of \$36,374.64 to Sub-Level Installations Inc. for work completed on the 4th Street Pump Station Improvements project and acceptance of Maintenance Bond and Release of Performance Bond.

Resolution 2025-348

Resolution authorizing progress Payment #49 in amount of \$194,799.50 to Frankoski Construction Co. for the New Municipal Building, check payable to Travelers Casualty and Surety Company of America

Resolution 2025-349

Resolution authorizing a "Special Charge" be placed on various properties for failure to comply with obnoxious growth violations.

Resolution 2025-350

Resolution authorizing Morgan Engineering and Survey to provide survey services related to future improvements at the Township Water Standpipe property located at Block 115.01, Lot 1

Resolution 2025-351

Resolution denying release of Road Opening Bond in the amount of \$2,500 to Nick Ferraro, 29 Eighth Street, Block 95.23, Lot 1.02

Resolution 2025-352

Resolution denying release of the Performance Guarantee for Right-of-Way Improvements to CVS Health Corporation, Block 92.111, Lots 24.12 and 24.13

Resolution 2025-353

Resolution authorizing release of the 4-Year Maintenance Bond for On-Site Stormwater Management Systems to CVS Health Corporation, Block 92.111, Lots 24.12 and 24.13

Resolution 2025-354

Resolution authorizing release of 10-Year Inspection Guarantee to CVS Health Corporation, Block 92.111, Lots 24.12 and 24.13

Resolution 2025-355

Resolution denying release of Maintenance guarantee for Site Improvements for Ocean Acres Phase 8

Resolution 2025-356

Resolution accepting Storm Water Easements for properties in Ocean Acres, Phase 12

Resolution 2025-357

Resolution granting preliminary Sanitary Sewer System Facilities approval to Waycross Investment Group for Block 114.64, Lots 30 and 31

Resolution 2025-358

Resolution granting preliminary Water System Facilities approval to Waycross Investment Group for Block 114.64, Lots 30 and 31

Resolution 2025-359

Resolution authorizing the Township Clerk to advertise for Request for Proposals (RFP) for 2026 Professional Services, (Times Beacon, October 16th, Asbury Park Press, October 17th.)

Resolution 2025-360

Resolution authorizing a Shared Service agreement for CFO between Barnegat Township and the Township of Little Egg with Tom Lombarski, Township Chief Financial Officer

Motion to adopt Consent Agenda:

Second:

Roll Call

Committeeman Marte:

Committeeman Pipi:

Committeeman Townsend:

Deputy Mayor Bille:

Mayor Cirulli:

Resolution 2025-361

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 Marte:

Committeeman Pipi:

Committeeman Townsend:

Deputy Mayor Bille:

Mayor Cirulli:

Motion to Adjourn:

Second:

Time_____

**Next scheduled meeting
November 6, 2025 6:30 PM
First Thursday due to the General Election**

ORDINANCE NO. 2025-19

**AN ORDINANCE OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN AND STATE OF
NEW JERSEY AMENDING AND SUPPLEMENTING
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, and State of New Jersey, that the following various sections of Chapter 55 of the Township Code entitled “Lane Use” is hereby amended and supplemented as follows:

SECTION 1.

§55-9. PW-Preserved Waterfront Zone.

A. Permitted Uses.

Unchanged.

B. Accessory and Temporary Uses.

(1) Unchanged.

(2) Unchanged.

(3) Unchanged.

(4) Unchanged.

(5) Unchanged.

(6) Storage sheds, provided that they do not exceed two hundred (200) square feet.

(7) Unchanged.

C. Conditional Uses.

Unchanged.

D. Nonbuildable Areas.

Unchanged.

SECTION 2:

§55-42. PF- Preserved Forest Pinelands.

A. Permitted Uses.

Unchanged.

B. Accessory and Temporary Uses.

(1) Buildings and other structures customarily accessory to permitted residential and agricultural uses, including detached private garages, barns, sheds, and the like. Storage sheds, provided that they do not exceed a total area of two hundred (200) square feet.

(2) Unchanged.

(3) Unchanged.

(4) Unchanged.

(5) Unchanged.

(6) Unchanged.

(7) Unchanged.

C. Conditional Uses.

Unchanged.

D. Lot and Building Requirements.

Unchanged.

E. Clustered Development.

Unchanged.

SECTION 3:

§55-53. M-H – Mobile Home Residential Zone.

The following regulations apply in the M-H Zone:

A. Permitted Uses.

Unchanged.

B. Accessory and Temporary Uses.

- (1) Same as those permitted in the PF Zone, except agricultural commercial establishments, and as provided that a storage shed on a residential lot shall not exceed two hundred (200) square feet and does not conflict with provisions in Chapter 56, Code of the Township of Barnegat.

C. Conditional Uses.

Unchanged.

D. Land and Building Requirements.

Unchanged.

SECTION 4:

§55-305. Definitions and Word Usage.

The following definition is amended as follows:

YARD, SIDE

An open, unobstructed space on the same lot with a building, between the building and the side line of the lot and extending through from the front yard to the rear yard, into which space there is no extension of building parts, other than eaves, leaders and gutters, chimneys, fireplaces, bay windows, overhangs, air conditioners, generators, and other such fixtures with a maximum depth of two (2) feet and open porches, provided that said extensions shall have a minimum side yard setback of three (3) feet.

SECTION 5:

Attachment 2 to Chapter 55 of the Township Code entitled “Schedule of Area, Yard and Building Requirements for East of the Parkway (Section 55-31)” shall revise Footnote 9 and add Footnote 10 to read as follows:

9. For Zone R6, both aboveground and in-ground pools shall have a minimum side yard setback of five (5) feet, and a minimum rear yard setback of ten (10) feet, including the proposed areas surrounding the pool, including but not limited to any surrounding patio or deck or pool equipment. For all other zones, aboveground and in-ground pools shall have a side and rear yard setback of ten (10) feet, including the proposed areas surrounding the pool, including but not limited to any surrounding patio or deck or pool equipment.

10. For all zones, sheds shall have a minimum side yard setback of three (3) feet and a minimum rear yard setback of five (5) feet.

SECTION 6:

Attachment 3 to Chapter 55 of the Township Code entitled "Schedule of Area, Yard and Building Requirements for Properties West of the Parkway is amended and supplemented to add Footnote 6 which shall read as follows:

6. For all zones, sheds shall have a minimum side yard setback of three (3) feet and a minimum rear yard setback of five (5) feet.

SECTION 7. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 8. 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 9. 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 **7th day of October, 2025**, and will be considered for second and final passage at a meeting of the Township Committee to be held on the **6th day of November, 2025, 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.

DASTI & STAIGER

Christopher J. Dasti
Lauren R. Staiger

ATTORNEYS AT LAW

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

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William J. Oxley
Damian B. Majewski
Brandon E. DeJesus
Kenneth E. Bozarth

*Also admitted in NY

GL-3298

September 16, 2025

Via Email

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

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

Dear Donna:

Enclosed please find a proposed ordinance to amend and supplement various sections of Chapter 55 of the Township Code. It can be placed on the agenda for the next Township Committee meeting.

If you have any questions, please contact me.

Very truly yours,

s/Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD:ll

Enclosure

cc: Martin Lisella, Township Administrator-via email
Kurt J. Otto, P.E., Township Engineer-via email

ORDINANCE NO. 2025-20

**AN ORDINANCE OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN AND STATE OF
NEW JERSEY AMENDING AND SUPPLEMENTING
CHAPTER 63B OF THE TOWNSHIP CODE
ENTITLED “RENTAL PROPERTIES” AND
SPECIFICALLY ARTICLE II ENTITLED
“SHORT-TERM RENTALS”**

NOW THEREFORE BE IT ORDAINED by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, and State of New Jersey, that the following provisions of Chapter 63B of the Township Code entitled “Rental Properties” are hereby amended and supplemented as follows:

SECTION 1.

§63B-9. Purpose and scope.
Unchanged.

§ 63B-10. Definitions.
Unchanged.

§63B-11. Short-term rentals prohibited.

No dwelling, or segment thereof, may be rented or leased for a term of less than 180 days.

§63B-12. Room rentals.
Unchanged.

63B-13. Commercial rentals.
Unchanged.

§ 63B-14. Rentals of amenities.
Unchanged.

§ 63B-15. Advertisement.
Unchanged.

§ 63B-16. Enforcement.
Unchanged.

§63B-17. Violations and penalties.

- A. The violation of any provision of this Chapter shall be punishable by a fine of up to \$2,000.00 per violation, per day a violation exists or by imprisonment not to exceed 90 days

A continuation of such violation of each successive day shall constitute a separate offense, and the person or persons allowing or permitting the continuation of the violation may be punished as provided above for each separate offense.

- B. Deleted.

- C. Deleted.

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 **7th day of October, 2025**, and will be considered for second and final passage at a meeting of the Township Committee to be held on the **6th day of November, 2025, 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.

DASTI & STAIGER

ATTORNEYS AT LAW

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

Donna M. Manno, RMC
Municipal Clerk

DASTI & STAIGER

Christopher J. Dasti
Lauren R. Staiger

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Kenneth E. Bozarth

*Also admitted in NY

GL-3298

September 8, 2025

Via Email

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

**Re: Ordinance Amending and Supplementing Chapter 63B Article II of the
Township Code Entitled “Short-term Rentals” and Specifically Subsection
17 Entitled “Violations and Penalties”**

Dear Donna:

Enclosed please find a revised ordinance which increases the penalties for violation of the short-term rental ordinance. Each violation is increased to up to \$2,000 per offense, the maximum allowed by law.

If you have any questions, please contact me.

Very truly yours,

s/Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD:ll

Enclosure

cc: Alfonso Cirulli, Mayor-via email
Martin Lisella, Township Administrator-via email
Kurt J. Otto, P.E., Township Engineer-via email

ORDINANCE NO. 2025-21

**AN ORDINANCE OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN AND STATE OF
NEW JERSEY AUTHORIZING VACATION OF A
PORTION OF TARPON ROAD, BLOCK 92.01, LOT
10.01 AND BLOCK 92.02, LOT 1.01**

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

WHEREAS, the Township has received an application for a partial street vacation related to a portion of Tarpon Road, Block 92.01, Lot 10.01 and Block 92.02, Lot 1.01 on the Tax Map of the Township of Barnegat; and

WHEREAS, the Township Engineer has received and reviewed the street vacation application and issued a review memorandum dated September 17, 2025, a copy of which is attached hereto and made a part hereof, recommending vacation; and

WHEREAS, the Metes and Bounds description of the area to be vacated is attached hereto as Exhibit A, which provides for the description of area to be vacated; and

WHEREAS, pursuant to N.J.S.A. 40:67-1(b), the Township Committee must, by ordinance, preserve the right of public utilities to maintain, repair and replace their existing utility facilities, including cable television facilities, in, adjacent to, over, or under the property or right-of-way to be vacated.

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

SECTION 1. All public easements, right and interests to portions of rights-of-way and a portion of Tarpon Road, Block 92.01, Lot 10.01 and Block 92.02, Lot 1.01, being at the point of Tarpon Road which intersects with Block 90.51, Lot 1 to the North and Barracuda Road to the South more fully set forth in the survey and Metes and Bounds description which was prepared by K-2 Engineers dated September 15, 2025, a copy of which is attached hereto as Exhibit A and more particularly effecting Block 92.01, Lot 10.01 and Block 92.02, Lot 1.01.

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

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

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

SECTION 5. The Township Clerk shall within sixty (60) days after such ordinance becomes effective file a certified copy of the ordinance vacating the street with

the office of the County Clerk in a special book set aside for dedications and vacations, pursuant to N.J.S.A. 40:67-21.

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

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

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

SECTION 9. This Ordinance shall take effect upon final passage and publication in accordance with the 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 **7th day of October, 2025**, and will be considered for second and final passage at a meeting of the Township Committee to be held on the **6th day of November, 2025, 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.

EXHIBIT A



Barnegat Township

Engineering Office

900 West Bay Avenue, Barnegat, New Jersey 08005

Tel 609.698.0080 ext 148

www.barnegat.net

September 17, 2025

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

**Re: Request for Vacation of Portion of Tarpon Road
Block 92.01, Lot 10.01 and Block 92.02, Lot 1.01
Barnegat Township, Ocean County**

Dear Mayor & Township Committee:

This office is in receipt of an application for street vacation related to the above referenced partial ROW of Tarpon Road. The following was received for review:

- Copy of plan entitled "Road Vacation Exhibit; Portion of Tarpon Road, sheet 1 of 1, prepared by John Kornick, PE, dated September 9, 2025.
- Copy of "Right of Way Vacation Exhibit; Tarpon Road", sheet 1 of 1, prepared by Timothy Corcoran, PLS, dated September 15, 2025.
- Copy of Metes and Bounds description entitled "Right-of-Way Vacation of Tarpon Road, Ocean Acres phase 12, Barnegat, New Jersey", prepared by Timothy Corcoran, PLS, dated September 15, 2025.
- Copy of Metes and Bounds description, entitled "Right-of-Way dedication of a portion of Tarpon Road to Lot 1.01, Block 92.02; Barnegat, New Jersey", prepared by Timothy Corcoran, PLS, dated September 15, 2025.
- Copy of Metes and Bounds description, entitled "Right-of-Way dedication of a portion of Tarpon Road to Lot 10.01, Block 92.01; Barnegat, New Jersey", prepared by Timothy Corcoran, PLS, dated September 15, 2025
- A copy of Township Tax Map sheet 25, showing extent of Audubon Way ROW.
- Cover letter dated September 9, 2025, submitted by Kristopher Berr, Esq, requesting street vacation.

Our office has reviewed the requested street vacation documentation, and we offer the following comments and recommendations:

1. The portion of Tarpon Road to be vacated is located approximately 525 feet south of Windjammer Drive, on the westerly side of Barracuda Road. See enclosed copy of Tax Map sheet 25.
2. The portion of Tarpon Road to be vacated borders Block 92.01, Lot 10.01, and Block 92.02, Lot 1.01. Upon review, no land locked lots would result due to proposed ROW vacation.
3. The Plan and Tax Map show no easements affecting proposed street vacation.
4. This office has reviewed the submitted Metes and Bounds descriptions, and has the following comments:
 - a. Confirm bearings in course 4 of the Lot 1.01, Block 92.02 Metes and Bounds description, and revise as necessary. Revise Vacation exhibit if necessary as well.

5. Our office has no record of any other utilities such as electric, gas, telephone and cable being installed within any of the streets that are proposed to be vacated.
6. All proposed easements, metes and bounds, and legal descriptions, shall be reviewed and approved by Township Attorney prior to filing.

Based on the above conditions, our office has no objection to the Township Committee granting the requested street vacation.

Should you have any other questions, please contact this office.

Very truly yours,



Kurt J. Otto, PE, CME
Township Engineer

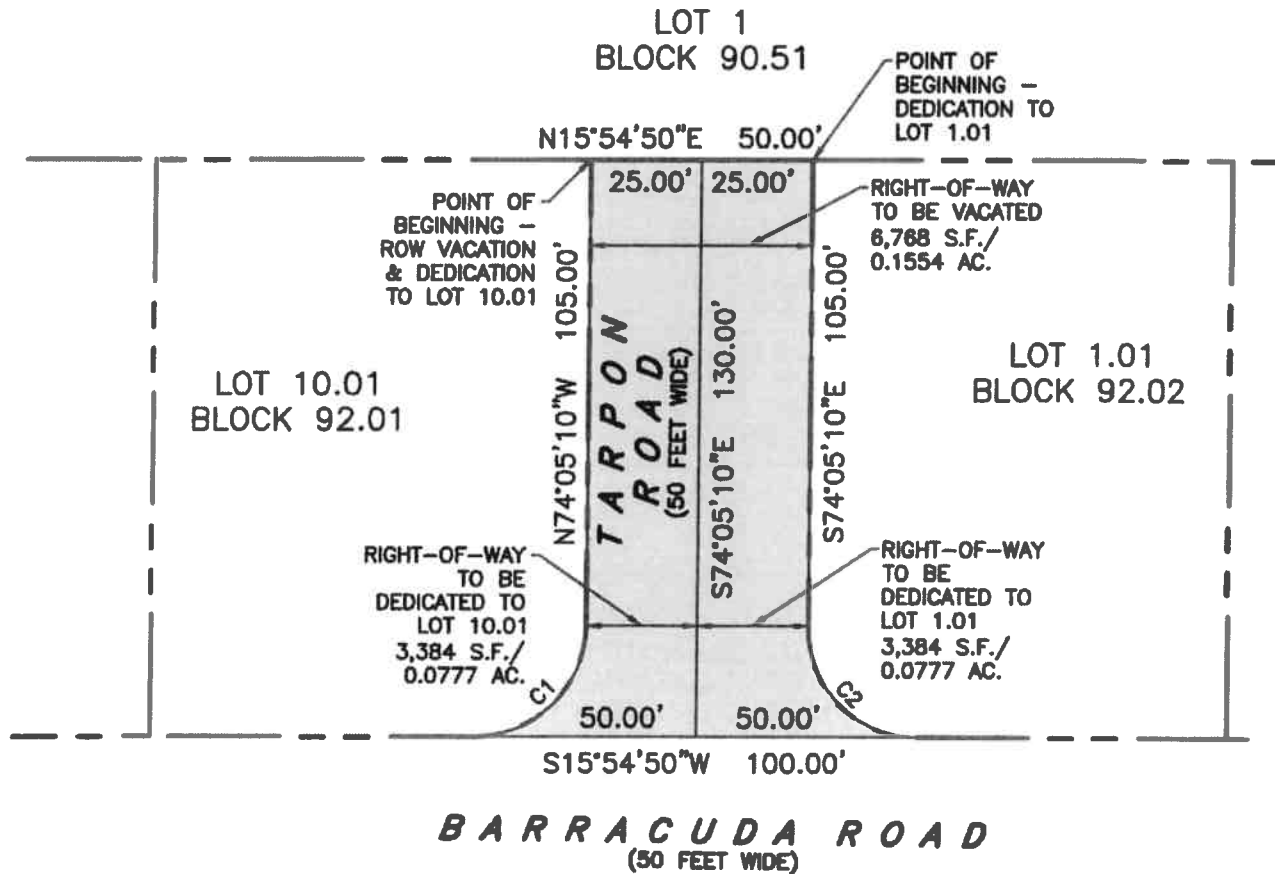
KO/ko

cc: Martin Lisella – Township Administrator
Donna Manno, RMC – Municipal Clerk
Roger Budd – Water & Sewer Utility Superintendent
Christopher Dasti, Esq. - Township Attorney
Steven Bagge, PE, Applicants Engineer
Kristopher Berr, Esq – Applicant's Attorney

FILED MAP
1-286 NORTH

K2 Consulting
Engineers, Inc.

Curve Table					
Curve #	Radius	Length	Delta	Chord Direction	Chord Length
C1	25.00'	39.27'	90° 00' 00"	N29° 05' 10"W	35.36'
C2	25.00'	39.27'	90° 00' 00"	N60° 54' 50"E	35.36'



RIGHT-OF-WAY VACATION EXHIBIT

TARPON ROAD

SITUATE IN THE
TOWNSHIP OF BARNEGAT, OCEAN COUNTY, NEW JERSEY



Professional Civil Engineers & Land Surveyors
Certificate of Authorization #24GA28187400
36 Tanner Street
Haddonfield, New Jersey 08033
856.310.5205 FAX-310.5207
www.K2CE.com

TRC 9/15/25
TIMOTHY R. CORCORAN, P.L.S.
Professional Land Surveyor, NJ License No. 36715

DRAWN BY:	CHECKED BY:	SCALE:	DATE:	SHEET	PROJECT NO.
APR	TRC	1" = 40'	SEPTEMBER 15, 2025	1 OF 1	PD21-010



PD21-010
September 15, 2025

**Right-of-Way Vacation of Tarpon Road
Ocean Acres Phase 12, Township of Barnegat, Ocean County, New Jersey**

All that certain tract or parcel of land, situate, lying and being in the Township of Barnegat, County of Ocean, State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the southerly line of Tarpon Road (50 feet wide) where the same is intersected by the easterly line of Lot 1 in Block 90.51 as illustrated on a plans entitled "Minor Subdivision Plan of Walters Homes, Lot 9 and Lot 10 in Block 92.01 on Tax Map Sheet 25, situate in the Township of Barnegat, Ocean County, New Jersey" prepared by K2 Consulting Engineers, Inc., dated January 27, 2021, revised August 18, 2021 filed in the Ocean County Clerk's Office on March 7, 2022 as map no. L4305 and "Minor Subdivision Plan of Walters Homes, Lots 1 - 7 in Block 92.02 on Tax Map Sheet 25, situate in the Township of Barnegat, Ocean County, New Jersey" prepared by K2 Consulting Engineers, Inc., dated January 27, 2021, revised August 18, 2021 filed in the Ocean County Clerk's Office on March 7, 2022 as map no. K4305 and from said beginning point runs; thence,

1. Along the westerly terminus of Tarpon Road (50 feet wide) and the easterly line of Lot 1 in Block 90.51, North 15 degrees 54 minutes 50 seconds East, a distance of 50.00 feet to a point in the line of the same and the corner to Lot 1.01 in Block 92.02; thence,
2. Along the southerly line of Lot 1.01, South 74 degrees 05 minutes 10 seconds East, a distance of 105.00 feet to a point of curvature in the same; thence,
3. Along the same on a curve to the left having a radius of 25.00 feet through a central angle of 90 degrees 00 minutes 00 seconds, Northeastwardly, an arc distance of 39.27 feet on a chord bearing of North 60 degrees 54 minutes 50 seconds East, a chord distance of 35.36 feet to a point of cusp in the westerly line of Barracuda Road (50 feet wide); thence,
4. Along the westerly line of Barracuda Road, South 15 degrees 54 minutes 50 seconds West, a distance of 100.00 feet to a point of cusp in the same; thence,
5. Along the northerly line of Lot 10.01 in Block 92.01 on a curve to the left having a radius of 25.00 feet through a central angle of 90 degrees 00 minutes 00 seconds, Northwestwardly, an arc distance of 39.27 feet on a chord bearing of North 29 degrees 05 minutes 10 seconds West, a chord distance of 35.36 feet to a point of tangency in the same; thence,
6. Along the same, North 74 degrees 05 minutes 10 seconds West, a distance of 105.00 feet to the point and place of **BEGINNING**.

SAID ABOVE DESCRIBED tract or parcel of land contains within said bounds 6,768 square feet or 0.1554 acres of land, more or less.

A handwritten signature in black ink, appearing to read 'Timothy R. Corcoran', is written over a horizontal line.

Timothy R. Corcoran, PLS
Professional Land Surveyor
N.J. License Number GS-36715

36 Tanner Street, Suite 100
Haddonfield, New Jersey 08033
856.310.5205 • 856.616.2441

www.K2CE.com

Cert. of Authorization #24GA28187400



PD21-010
September 15, 2025

**Right-of-Way Dedication of a Portion of Tarpon Road to Lot 1.01 in Block 92.02
Ocean Acres Phase 12, Township of Barnegat, Ocean County, New Jersey**

All that certain tract or parcel of land, situate, lying and being in the Township of Barnegat, County of Ocean, State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the northerly line of Tarpon Road (50 feet wide) where the same is intersected by the easterly line of Lot 1 in Block 90.51 as illustrated on a plan entitled "Minor Subdivision Plan of Walters Homes, Lots 1 - 7 in Block 92.02 on Tax Map Sheet 25, situate in the Township of Barnegat, Ocean County, New Jersey" prepared by K2 Consulting Engineers, Inc., dated January 27, 2021, revised August 18, 2021 filed in the Ocean County Clerk's Office on March 7, 2022 as map no. K4305 and from said beginning point runs; thence,

1. Along the southerly line of Lot 1.01 in Block 92.02, South 74 degrees 05 minutes 10 seconds East, a distance of 105.00 feet to a point of curvature in the same; thence,
2. Along the same on a curve to the left having a radius of 25.00 feet through a central angle of 90 degrees 00 minutes 00 seconds, Northeastwardly, an arc distance of 39.27 feet on a chord bearing of North 60 degrees 54 minutes 50 seconds East, a chord distance of 35.36 feet to a point of cusp in the westerly line of Barracuda Road (50 feet wide); thence,
3. Along the westerly line of Barracuda Road, South 15 degrees 54 minutes 50 seconds West, a distance of 50.00 feet to a point in the centerline of Tarpon Road; thence,
4. Along the centerline of Tarpon Road, North 74 degrees 05 minutes 10 seconds West, a distance of 130.00 feet to a point in the aforementioned westerly terminus of Tarpon Road and the easterly line of Lot 1 in Block 90.51; thence,
5. Along the westerly terminus of Tarpon Road and the easterly line of Lot 1 in Block 90.51, North 15 degrees 54 minutes 50 seconds East, a distance of 25.00 feet to the point and place of **BEGINNING**.

SAID ABOVE DESCRIBED tract or parcel of land contains within said bounds 3,384 square feet or 0.0777 acres of land, more or less.

A handwritten signature in black ink, appearing to read 'T. Corcoran', is written over a horizontal line.

Timothy R. Corcoran, PLS
Professional Land Surveyor
N.J. License Number GS-36715

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PD21-010
September 15, 2025


**Right-of-Way Dedication of a Portion of Tarpon Road to Lot 10.01 in Block 92.01
Ocean Acres Phase 12, Township of Barnegat, Ocean County, New Jersey**

All that certain tract or parcel of land, situate, lying and being in the Township of Barnegat, County of Ocean, State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the southerly line of Tarpon Road (50 feet wide) where the same is intersected by the easterly line of Lot 1 in Block 90.51 as illustrated on a plan entitled "Minor Subdivision Plan of Walters Homes, Lot 9 and Lot 10 in Block 92.01 on Tax Map Sheet 25, situate in the Township of Barnegat, Ocean County, New Jersey" prepared by K2 Consulting Engineers, Inc., dated January 27, 2021, revised August 18, 2021 filed in the Ocean County Clerk's Office on March 7, 2022 as map no. L4305 and from said beginning point runs; thence,

1. Along the westerly terminus of Tarpon Road and the easterly line of Lot 1 in Block 90.51, North 15 degrees 54 minutes 50 seconds East, a distance of 25.00 feet to a point in the centerline of Tarpon Road; thence,
2. Along the centerline of Tarpon Road, South 74 degrees 05 minutes 10 seconds East, a distance of 130.00 feet to a point in the westerly line of Barracuda Road (50 feet wide); thence,
3. Along the westerly line of Barracuda Road, South 15 degrees 54 minutes 50 seconds West, a distance of 50.00 feet to a point of cusp in the line of the same corner to Lot 10.01 in Block 92.01; thence,
4. Along the northerly line of Lot 10.01 on a curve to the left having a radius of 25.00 feet through a central angle of 90 degrees 00 minutes 00 seconds, Northwestwardly, an arc distance of 39.27 feet on a chord bearing of North 29 degrees 05 minutes 10 seconds West, a chord distance of 35.36 feet to a point of tangency in the same; thence,
5. Along the same, North 74 degrees 05 minutes 10 seconds West, a distance of 105.00 feet to the point and place of **BEGINNING**.

SAID ABOVE DESCRIBED tract or parcel of land contains within said bounds 3,384 square feet or 0.0777 acres of land, more or less.


Timothy R. Corcoran, PLS
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DASTI & STAIGER

Christopher J. Dasti
Lauren R. Staiger

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Forked River, NJ 08731

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Brigit P. Zahler*
William J. Oxley
Damian B. Majewski
Brandon E. DeJesus
Kenneth E. Bozarth

*Also admitted in NY

File No.: GL-3298

September 18, 2025

Via Email

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

**Re: Ordinance Authorizing Vacation of a Portion of Tarpon Road
Block 92.01, Lot 10.01 and Block 92.02, Lot 1.01**

Dear Donna:

Enclosed please find ordinance vacating a portion of Tarpon Road. It can be placed on the agenda for the next Township Committee meeting. By copy of this correspondence, the Applicant should reimburse the Township for any recording fees and/or publication fees. I suggest that those fees are monitored closely and be posted.

Please make sure that the ordinance is properly advertised in the newspaper and after it is adopted, it needs to be filed in the office of the County Clerk. Kindly advise if you want my office to do so.

Very truly yours,

s/ Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD:ll

Enclosure

cc: Mayor Alfonso Cirulli-via email
Martin Lisella, Township Administrator-via email
Roger Budd, Water and Sewer Utility Supervisor
Kurt Otto, P.E., Township Engineer-via email
Kristopher Berr, Esq, Applicant's Attorney-via email
Steven Bagge, P.E., Applicant's Engineer-via email

2025-331

BILL LIST FOR OCTOBER 2025

\$9,167,951.02

RESOLUTION 2025-332

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, CERTIFYING THE CY 2025 BEST PRACTICES INVENTORY QUESTIONNAIRE

WHEREAS, the Division of Local Government Services has distributed a Best Practices Inventory Questionnaire to all of the municipalities in the State of New Jersey for the purpose of encouraging municipalities to consider and embrace a range of best practices that will help improve financial accountability and transparency; and

WHEREAS, the Certified Finance Officer has completed said questionnaire and now needs to have the Township Committee of the Township of Barnegat review the completed Best Practices Inventory Questionnaire and have a discussion of said questionnaire at a Public Meeting; and

NOW, THEREFORE, be it resolved by the Township Committee of the Township of Barnegat that the Best Practices Inventory Questionnaire has been reviewed by the Township Committee at a Public Meeting held on the 7th day of October, 2025.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex 900 West Bay Avenue, Barnegat New Jersey 08005 on the 7th day of October, 2025.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2025-333

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 92.55	Lot 4;	5 Adrift Ave
Block 114.14	Lot 67;	18 Commodore Ct
Block 114.54	Lot 22.03;	39 Old Main Shore Rd
Block 92.83	Lot 4;	21 Tradewinds Ave
Block 114.32	Lot 1;	105 Windward Dr
Block 96	Lot 7;	13 Highland Dr
Block 144.09	Lot 4;	193 Emerson Ln
Block 161.08	Lot 9.04;	19 Jon Dr
Block 114.27	Lot 4;	156 Village Dr
Block 161.10	Lot 17.12;	44 Benjamin Ct
Block 206	Lot 10;	472 East Bay Ave
Block 114.46	Lot 7;	103 Georgetown Blvd
Block 116.26	Lot 19;	25 Ravenwood Blvd
Block 116.19	Lot 11;	93 Ravenwood Blvd
Block 114.49	Lot 7;	61 Windward Dr
Block 96	Lot 3;	5 Highland Dr
Block 114.05	Lot 1;	102 Barnegat Blvd
Block 259	Lot 6;	290 Lower Shore Rd
Block 114.26	Lot 58;	112 Lexington Blvd

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 October 7, 2025.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2025-334

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 2025 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 2025 since they are Totally Exempt a will have no future billings

<u>Block/Lot</u>	<u>Homeowner</u>	<u>Date Exempt</u>	<u>2025 Taxes Canceled</u>	<u>Refund</u>
92.50/14	Paul Didier 6 Cape Cod Ave Barnegat, NJ 08005	9/12/25	\$2,710.27	\$384.70

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 2025 taxes, and refund be issued to Core Logic for \$384.70 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 October 7, 2025

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2025-335

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 2025 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 2025 since they are Totally Exempt a will have no future billings

<u>Block/Lot</u>	<u>Homeowner</u>	<u>Date Exempt</u>	<u>2025 Taxes Canceled</u>	<u>Refund</u>
95.18/18	Jack Hill Jr 1 Forest Lake Ct Barnegat, NJ 08005	9/17/25	\$1,823.44	\$246.80

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 2025 taxes, and refund be issued to Core Logic for \$246.80 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 October 7, 2025

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2025-336

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 2025 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 2025 since they are Totally Exempt a will have no future billings

<u>Block/Lot</u>	<u>Homeowner</u>	<u>Date Exempt</u>	<u>2025 Taxes Canceled</u>	<u>Refund</u>
95.33/18	George Lapp 4 Fishpond Terr Barnegat, NJ 08005	9/3/25	\$1,927.86	\$461.24

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 2025 taxes, and refund be issued to said homeowner for \$461.24 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 October 7, 2025

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2025-337

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 2025 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 2025 since they are Totally Exempt a will have no future billings

<u>Block/Lot</u>	<u>Homeowner</u>	<u>Date Exempt</u>	<u>2025 Taxes Canceled</u>	<u>Refund</u>
90.17/11	John Waldron 10 Duxbury Lane Barnegat, NJ 08005	9/11/25	\$2,277.35	\$340.83

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 2025 taxes, and refund be issued to said homeowner for \$340.83 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 October 7, 2025

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2025-338

**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 144.07 Lot 17, address 257 Hawthorne Lane, the tax account now has a credit of \$1,183.85; and

WHEREAS, the homeowner is a Totally Disabled Veteran and is the owner, therefore the property is Tax Exempt 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

Core Logic
3001 Hackberry Dr
Irving TX 75063

BE IT FURTHER RESOLVED, by the Township Committee, County of Ocean, State of New Jersey that the Chief Financial Officer be directed to draft a check in the amount of \$1,183.85 to said Core Logic, 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 October 7, 2025

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2021-339

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MOVE PREMIUM MONIES TO THE GENERAL FUND

WHEREAS, the following Premium monies have been deposited in the Premium account for the Township of Barnegat

Block/Lot	Cert #	Address	Tax Sale	Premium
47/6.06	16-00001	102 KINGS RD	6/6/2016	\$100.00
75/4	16-00003	GREELEY PARK	6/6/2016	\$100.00
92.03/15	16-00006	262 BARRACUDA RD	6/6/2016	\$100.00
92.27/2	16-00007	73 WINDJAMMER DR	6/6/2016	\$100.00
93.32/45	16-00020	GORE AREA HERITAGE PT N	6/6/2016	\$100.00
135/2	16-00116	27 TUCKERTON AVE	6/6/2016	\$100.00
188/5.01	16-00140	36 GUNNING RIVER RD	6/6/2016	\$100.00
212/7	16-00159	45 FROST RD	6/6/2016	\$100.00
213/9	16-00160	49 LUKE AVE	6/6/2016	\$100.00
				\$900.00

WHEREAS, N.J.S.A 54:5-33 states that any tax lien certificate premium left in the account for over 5 years may be transferred by the C.F.O. for General Municipal Revenue

THEREFORE BE IT RESOLVED, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey approves a transfer of funds in the amount of \$900.00 from the Premium account to the General Fund

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 October 7, 2025

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2025-340

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING REDEMPTION MONIES UNCLAIMED TO ESCHEAT TO MUNICIPALITY

WHEREAS, for unknown reasons Third Party Lien Holders have not surrendered tax sale certificates which have been redeemed to the tax office, and

WHEREAS, the monies were deposited in the Tax Collector's Tax Title Lien account, and the Lien Holder has been properly notified, and

WHEREAS, pursuant to Section 13 of A1619 codified within R.S.54:5-57, the said monies shall escheat to the Municipality after 5 years, and

WHEREAS, the following certificates where not surrendered:

Block/Lot	Certificate#	Lien Holder	Redeemed	Escheat Funds
92.44/2	11-00018	Raymond Gerbing	9/24/20	\$206.43
92.44/16	11-00019	Raymond Gerbing	9/24/20	\$206.43
210/20.06	06-116	Imperial Funding	2/25/20	\$405.20
210/20.06	07-103	Michael Fabrikant	2/25/20	\$1,268.15
92.30/17	17-00013	Frederick Labaar	8/30/19	\$1,565.66

THEREFORE, be it resolved that the total amount of \$3,651.87 shall escheat to the Municipality, the Tax Collector shall release the funds to the Finance Officer

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on October 7, 2025

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2025-341

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE TRANSFER OF PB23-02 ESCROW DEPOSITS

WHEREAS, the Municipal Land Use Law allows for management 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 application and project listed below has been sold, and

WHEREAS, the contract purchaser made certain payments to Barnegat Township, which were deposited in the previous owner's escrow account for the purpose of resolution compliance, and

WHEREAS, the new owners have taken over responsibility for the project and have established their own escrow account,

PB23-02 1490 West Bay Avenue Block 54 Lot 9

Prior Owner: 1490 West Bay Avenue Realty, LLC Account: 7766380362

New Owner: 1490 West Bay Avenue Properties, LLC Account: 7766380932

All Site Inspection transactions including deposits and invoices previously charged against the account will be moved to the new owners escrow account. In addition to;

Site Performance Cash Guarantee \$ 31,914.60

Safety and Stabilization Cash Guarantee \$ 5,000.00

Accrued Bank Interest \$ 137.04

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Barnegat that the Finance Officer is hereby directed transfer the required escrow Deposits, cash bonds and accumulated interest to the above new property owner.

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 7th day of October 2025 at The Municipal Complex, 900 West Bay Avenue, Barnegat, NJ.

Donna M. Manno, RMC
Municipal Clerk

PB23-02

1490 WEST BAY AVE REALTY, LLC
14 MORNINGSID DRIVE
LIVINGSTON, NJ 07039

776 638 0362
ACCOUNT NUMBER

BLOCK 54 LOT 9

PBR (\$1,979.09)SITE (\$4,132.60)WSR \$0.00W/S INSP \$0.00CBD \$36,914.60

PLANNING BOARD REVIEW					
DATE	RECEIPTS	DISB.	BALANCE	INV./CHECK #	DESCRIPTION
04/03/23	1,000.00		1,000.00	CK # 97	DEPOSIT- ESCROW DEPOSIT
05/25/23		342.00	658.00	INV # 23-493	TAYLOR DESIGN GROUP, INC.
10/25/23	250.00		908.00	CK # 2342	DEPOSIT- ESCROW DEPOSIT
10/25/23	500.00		1,408.00	CK # 2343	DEPOSIT- ESCROW DEPOSIT
10/25/23	7,000.00		8,408.00	CK # 2347	DEPOSIT- ESCROW DEPOSIT
10/25/23	3,500.00		11,908.00	CK # 2349	DEPOSIT- ESCROW DEPOSIT
11/16/23		260.40	11,647.60	INV # 5650-2028	HIERING, GANNON & MCKENNA ESQS
12/08/23		1,095.00	10,552.60	INV # SAB453838	T & M ASSOCIATES
01/23/24		195.30	10,357.30	INV # 5650-2048	HIERING, GANNON & MCKENNA ESQS
01/23/24		2,687.25	7,670.05	INV # SAB456274	T & M ASSOCIATES
01/31/24		104.25	7,565.80	INV # 23-1284	TAYLOR DESIGN GROUP, INC.
03/18/24		292.95	7,272.85	INV # 5650-2064	LAW OFFICES OF MICHAEL J. MCKENNA, LLC
03/19/24		867.50	6,405.35	INV # SAB459549	T & M ASSOCIATES
03/25/24		2,730.00	3,675.35	INV # 24-238	TAYLOR DESIGN GROUP, INC.
04/11/24		2,446.50	1,228.85	INV # SAB460685	T & M ASSOCIATES
04/30/24		968.00	260.85	INV # 24-362	TAYLOR DESIGN GROUP, INC.
05/06/24		683.55	(422.70)	INV # 5650-2071	LAW OFFICES OF MICHAEL J. MCKENNA, LLC
05/07/24		176.00	(598.70)	INV # SAB462481	T & M ASSOCIATES
05/13/24	5,000.00		4,401.30	CK # 942	ESCROW POSTED - REPLENISHMENT
05/31/24		814.00	3,587.30	INV # 5650-2079	LAW OFFICES OF MICHAEL J. MCKENNA, LLC
05/31/24		1,252.25	2,335.05	INV # 24-501	TAYLOR DESIGN GROUP, INC.
06/19/24		953.23	1,381.82	INV # 5650-2089	LAW OFFICES OF MICHAEL J. MCKENNA, LLC
07/29/24		88.00	1,293.82	INV # 24-773	TAYLOR DESIGN GROUP, INC.
08/08/24		1,126.25	167.57	INV # KML467774	T & M ASSOCIATES
08/19/24		1,700.00	(1,532.43)	INV # 24-890	TAYLOR DESIGN GROUP, INC.
09/09/24		1,445.00	(2,977.43)	INV # KML469782	T & M ASSOCIATES
09/13/24		65.25	(3,042.68)	INV # 5650-3027	LAW OFFICES OF MICHAEL J. MCKENNA, LLC
09/30/24		26.00	(3,068.68)	INV # 24-1012	TAYLOR DESIGN GROUP, INC.
11/14/24		1,360.00	(4,428.68)	INV # KML473814	T & M ASSOCIATES
11/22/24		48.83	(4,477.51)	INV # 5650-3040	LAW OFFICES OF MICHAEL J. MCKENNA, LLC
11/27/24		712.00	(5,189.51)	INV # 24-1303	TAYLOR DESIGN GROUP, INC.
12/12/24	5,000.00		(189.51)	CK # 5667	ESCROW POSTED - REPLENISHMENT
02/03/25		2,780.50	(2,970.01)	INV # KMD476973	T & M ASSOCIATES
02/03/25		692.00	(3,662.01)	INV # 24-1609	TAYLOR DESIGN GROUP, INC.
02/03/25		81.38	(3,743.39)	INV # 5650-3055	LAW OFFICES OF MICHAEL J. MCKENNA, LLC
02/11/25	7,500.00		3,756.61	CK # 152	ESCROW POSTED - REPLENISHMENT
03/18/25		774.00	2,982.61	INV # KMD480764	T & M ASSOCIATES
03/18/25		302.40	2,680.21	INV # 5650-3076	LAW OFFICES OF MICHAEL J. MCKENNA, LLC
03/20/25		175.00	2,505.21	INV # 40722	DASTI & ASSOCIATES, P.C.
03/28/25		781.50	1,723.71	INV # 25-242	TAYLOR DESIGN GROUP, INC.
04/23/25		504.00	1,219.71	INV # 5650-3085	LAW OFFICES OF MICHAEL J. MCKENNA, LLC
04/23/25		420.00	799.71	INV # 41512	DASTI & ASSOCIATES, P.C.
04/28/25		127.50	672.21	INV # 25-379	TAYLOR DESIGN GROUP, INC.
05/20/25		352.80	319.41	INV # 5650-3095	LAW OFFICES OF MICHAEL J. MCKENNA, LLC
05/28/25		1,922.00	(1,602.59)	INV # 25-508	TAYLOR DESIGN GROUP, INC.
06/11/25		184.00	(1,786.59)	INV # KMD486354	T & M ASSOCIATES
06/16/25		192.50	(1,979.09)	INV # 42235	DASTI & ASSOCIATES, P.C.
PBR TOTAL	29,750.00	31,729.09	(1,979.09)		

SITE INSPECTION					
DATE	RECEIPTS	DISB.	BALANCE	INV./CHECK #	DESCRIPTION
03/26/25	16,756.40		16,756.40	CK # 1701	DEPOSIT - SITE INSPECTION ESCROW 25%
08/12/25		5,364.75	11,391.65	INV # 0379812	CME ASSOCIATES
08/14/25		450.00	10,941.65	INV # 250814-13	TOWNSHIP ENGINEER
08/22/25		7,293.50	3,648.15	INV # 0381827	CME ASSOCIATES
09/18/25		7,780.75	(4,132.60)	INV # 0382847	CME ASSOCIATES
SITE TOTAL	16,756.40	20,889.00	(4,132.60)		REPLENISH WHEN BELOW \$6,702.58

MOVE TO NEW ACCT

RECEIVED FROM THE PROPERTY TAX DEPARTMENT

WSR TOTAL	0.00	0.00	0.00
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W TOTAL	0.00	0.00	0.00
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CASH BOND	DATE	RECEIPTS	DISB.	BALANCE	INV. / CHECK#	DESCRIPTION
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03/26/25 31,914.60 31,914.60 CK # 1700 SITE PERFORMANCE GUARANTEE 10% CASH
04/02/25 5,000.00 36,914.60 CK # 1699 SAFETY AND STABILIZATION GUARANTEE 100%

CBD TOTAL	36,914.60	0.00	36,914.60
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RECEIVED FROM THE PROPERTY TAX DEPARTMENT
SAFETY & STABILIZATION \$5,000

ASSESSMENT FEES - DEPOSIT IN TRUST ESCROW II - NON REFUNDABLE	DATE	RECEIPTS	DISB.	BALANCE	INV./CHECK#	DESCRIPTION
---	------	----------	-------	---------	-------------	-------------

0.00
0.00

ASSMT TOT.	0.00	0.00	0.00
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MOVE TO NEW ACCT

Posted
by
1490WB
PROPERTY



ESCROW DIRECT DEPOSIT TICKET

☐ New Account ☐ E/F ☒ Existing Account ☒ Treasury ☐ Tax Exempt

DATE: 3/26/25
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

40217

MASTER NAME: **BARNEGAT TOWNSHIP DEVELOPERS ESCROW**

AME 1: 1490 ^{MID} WEST BAY

☐ Substitute W-9 signed on back ☐ IRS W-9 Submitted ☐ W-8/Passport Submitted

TOTAL ITEMS
2

AME 2: PB 23-02

☐ Substitute W-9 signed on back ☐ IRS W-9 Submitted ☐ W-8/Passport Submitted

CASH ▶

1701 16756.40
1700 31914.60

STATE: ZIP:

3ITE 25% #1 DEPOSIT
CBD-SITE 10% CASH PERF

CHECKS SUBTOTAL ▶

JB ACCT #: 7766380362

\$ 48671.00

⑆5240⑈2136⑆

1490 West Bay Properties
6711 Columbia Gateway Drive, Columbia
MD 21046



1701

Check Date: 3/20/2025

Pay to the order of: Barnegat Township

\$ *16,756.40

SIXTEEN THOUSAND SEVEN HUNDRED FIFTY SIX AND 40/100*****

Memo 1490 West Bay Ave Escrow Inspection Fee Deposit

[Signature]

AUTHORIZED SIGNATURE

⑈1701⑈ ⑆055001096⑆ 1866787401⑈

3/20/2025 Barnegat Township

Date	Doc Type	Reference	Original Amt.	Balance Due	Payment
3/19/2025	Bill	1490 West Bay	16,756.40	16,756.40	16,756.40

DATE 3/25/2025 RECEIPT 297125
RECEIVED FROM 1490 West Bay
ADDRESS Weston thursd serv approx 40
FOR site inspection escrow deposit 25%

ACCOUNT	HOW PAID
BEGINNING BALANCE	CASH
AMOUNT PAID <u>16,756.40</u>	CHECK <u>1701</u>
BALANCE DUE	MONEY ORDER

PB23-02

BY *[Signature]* *[Signature]*

REDIFORM® S1654NCR

Bank

ESCROW DIRECT DEPOSIT TICKET

☐ New Account ☐ E/F ☒ Existing Account ☒ Treasury ☐ Tax Exempt

DATE: 3/26/25
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

40217

MASTER NAME: BARNEGAT TOWNSHIP DEVELOPERS ESCROW

ME 1: 1490 WEST BAY

☐ Substitute W-9 signed on back ☐ IRS W-9 Submitted ☐ W-8/Passport Submitted

TOTAL ITEMS 2

ME 2: PB 23-02

☐ Substitute W-9 signed on back ☐ IRS W-9 Submitted ☐ W-8/Passport Submitted

CASH ▶

1701 16756.40
1700 31914.60

3ITE 25% #1 DEPOSIT
CBD-SITE 10% CASH PERF

STATE: ZIP:

CHECKS SUBTOTAL ▶

JB ACCT #: 7766380362

\$ 48671.00

15240 21361

THE FACE OF THIS CHECK IS PRINTED GREEN-THE BACK CONTAINS A SIMULATED WATERMARK

1490 West Bay Properties
6711 Columbia Gateway Drive, Columbia
MD 21046



1700

Check Date: 3/20/2025

Pay to the order of: Barnegat Township

\$ *31,914.60

THIRTY ONE THOUSAND NINE HUNDRED FOURTEEN AND 60/100*****

Memo 1490 West Bay Performance Bond 10% Cash

AUTHORIZED SIGNATURE

1700 055001096 1866787401

3/20/2025 Barnegat Township

Date	Doc Type	Reference	Original Amt.	Balance Due	Payment
3/19/2025	Bill	1490 West Bay	31,914.60	31,914.60	31,914.60

Receipt Date: 3/25/25 680364

Received from: 1490 W. Bay Properties \$31,914.60

Thirty one thousand Nine hundred Seven and 60/100 Dollars

☐ For Rent ☒ For Cash 10% Performance Bond

ACCOUNT	CIL# 1700	<input type="radio"/> CASH
PAYMENT	31914.60	<input checked="" type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

From Clerk To Finance

By [Signature]

Receipt Date 4/1/25 680368

Received from 1490 West Bay Properties \$5,000.00

Five thousand and 00/100 Dollars

☐ For Rent ☒ For Sale Surrogate Bk 54 Lot 9 PB23-02 100% CASH

ACCOUNT CR 11699 ☐ CASH **SAFETY & STABILIZATION GUARANTEE**

PAYMENT 5000.00 ☐ CHECK From Clerk To Finance

BAL. DUE ☐ MONEY ORDER ☐ CREDIT CARD By [Signature] US-15

Bank

ESCROW DIRECT DEPOSIT TICKET

☐ New Account ☐ E/F ☒ Existing Account ☒ eTreasury ☐ Tax Exempt

DATE: 4/2/25
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

40217

MASTER NAME: **BARNEGAT TOWNSHIP DEVELOPERS ESCROW**

TOTAL ITEMS
1

ME 1: 1490 WEST BAY

☐ Substitute W-9 signed on back ☐ IRS W-9 Submitted ☐ W-8/Passport Submitted

ME 2: PB23-02

☐ Substitute W-9 signed on back ☐ IRS W-9 Submitted ☐ W-8/Passport Submitted

CASH ▶

1699 5000.00
.
.
.
.
.

CHECKS SUBTOTAL ▶

\$ 5000.00

STATE: ZIP: 2BD- 100% SAFETY & STAB.

IB ACCT #: 7766380362

⑆5240⑈2136⑆

THE FACE OF THIS CHECK IS PRINTED GREEN-THE BACK CONTAINS A SIMULATED WATERMARK

1490 West Bay Properties
6711 Columbia Gateway Drive, Columbia
MD 21046



1699

Check Date: 3/20/2025

Pay to the order of: Barnegat Township

\$ **5,000.00

FIVE THOUSAND AND XX/100*****

Memo

1490 West Bay Safety and Stabilization Guarantee

AUTHORIZED SIGNATURE

[Signature]

⑈1699⑈ ⑆055001096⑆ 1866787401⑈



Poverni Sheikh Group

6711 Columbia Gateway Drive, Suite 130
Columbia, MD 21246
(443) 307-3233

September 23rd, 2025

Mrs. Christine Roessner
Barnegat Township
Finance/Escrow Dept.
900 West Bay Avenue
Barnegat, NJ 08005

Re: Change of Ownership and Escrow Transfer Request

Mrs. Roessner,

I am writing on behalf of 1490 West Bay Properties LLC to notify the Township that we are now the owners of 1490 West Bay Avenue Barnegat, NJ. We are now the party responsible for all future charges and obligations associated with this property.

As the new owner, we have assumed full responsibility for the construction and any related municipal requirements. We would like to confirm that we have posted the necessary cash bonds for this project. As such, we request these funds be transferred to our newly established escrow account under our entity's name.

The new mailing address is:
Poverni Sheikh Group
6711 Columbia Gateway Dr, Suite 130
Columbia MD, 21046

Thank you,

Ibrahim Sheikh | President
Poverni Sheikh Group

**Request for Taxpayer
Identification Number and Certification**

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. 1490 West Bay Properties LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 9/23/25
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



Bank

America's Most Convenient Bank®

Christine Roessner
Barnegat Finance - Developer Escrow
christinet@barnegat.net
Ph: 609-698-0080 x163
Fx: 609-698-3806

NEW SUB ACCOUNT SET UP FORM

DATE: 9/25/2025

PLEASE ADD THE FOLLOWING SUB ACCOUNT AND SEND EMAIL NOTIFICATION.

SEND WIRE NOTIFICATION TO THE FOLLOWING EMAIL ADDRESS:

CHRISTINET@BARNEGAT.NET

CONTACT INFORMATION:

ESCROW FAX NUMBER: 856-231-8936

EscrowDirect@td.com

MASTER NAME:

BARNEGAT TWP DEVELOPERS ESCROW

MASTER NUMBER:

40217

MID

BANK USE

003

SUB ACCOUNT NUMBER:

7766380932

CLIENT NAME 1:

1490 WEST BAY PROPERTIES LLC

TAX ID NUMBER

BIRTHDATE

***** W-9 REQUIRED

CLIENT NAME 2:

PB23-02

TAX ID NUMBER

BIRTHDATE

__ / __ / __

***** W-9 REQUIRED

CLIENT ADDRESS:

6711 COLUMBIA GATEWAY DR, STE 130

CITY:

COLUMBIA

STATE:

MD

ZIP CODE:

21046

Due to Government Mandated Regulations and the Patriot Act, it is critical to have the client's full name, date of birth and a signed W-9 or W-8 and passport included with this set up form.

MEMO 1

MEMO 2

PLEASE TRANSFER

THE NEW SUB ACCOUNT NOTED ABOVE.

FROM DISBURSEMENT

6855072143

Bank Use Only

COMPLETED BY: (INITIALS) _____

RESOLUTION 2025-342

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:

JOHN AND GRACE PETROWSKI
LOT CONSOLIDATION/SUBDIVISION
BLOCK 173 LOTS 7 & 8, NOW 7.01 & 8.01
PB 23-15
ACCOUNT # 7766380528
PLANNING BOARD REVIEW ESCROW \$ 372.50

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 7th day of October 2025 at The Municipal Complex, 900 West Bay Avenue, Barnegat, NJ.

Donna M. Manno, RMC
Municipal Clerk

PB23-15

JOHN G PETROWSKI
GRACE E PETROWSKI
65 HILLSIDE AVENUE
BARNEGAT, NJ 08005

776 638 0528
ACCOUNT NUMBER

BLOCK 173 LOTS 7 & 8
NEW LOTS 7.01 & 8.01
APPROVED P-2024-5
LOT CONSOL/SUBDIVIDE

PBR \$372.50
SITE \$0.00
WSR \$0.00
W/S INSP \$0.00
CBD \$0.00

PLANNING BOARD REVIEW

DATE	RECEIPTS	DISB.	BALANCE	INV./CHECK #	DESCRIPTION
11/14/23	1,100.00		1,100.00	CK # 485	DEPOSIT- ESCROW DEPOSIT
11/14/23	150.00		1,250.00	CK # 496	DEPOSIT- ESCROW DEPOSIT
11/14/23	400.00		1,650.00	CK # 498	DEPOSIT- ESCROW DEPOSIT
12/08/23		444.00	1,206.00	INV # SAB453839	T & M ASSOCIATES
01/08/24		130.00	1,076.00	INV # 5650-2042	HIERING, GANNON & MCKENNA, ESQS
01/23/24		113.92	962.08	INV # 5650-2050	HIERING, GANNON & MCKENNA, ESQS
01/23/24		122.00	840.08	INV # SAB456275	T & M ASSOCIATES
02/16/24		85.00	755.08	INV # SAB457312	T & M ASSOCIATES
02/20/24		504.55	250.53	INV # 5650-2056	LAW OFFICES OF MICHAEL J. MCKENNA, LLC
03/18/24		81.37	169.16	INV # 5650-2067	LAW OFFICES OF MICHAEL J. MCKENNA, LLC
07/17/24		48.83	120.33	INV # 5650-3004	LAW OFFICES OF MICHAEL J. MCKENNA, LLC
07/17/24		199.00	(78.67)	INV # KML466293	T & M ASSOCIATES
08/15/24		48.83	(127.50)	INV # 5650-3016	LAW OFFICES OF MICHAEL J. MCKENNA, LLC
08/27/24	500.00		372.50	CK # 562	ESCROW POSTED
PBR TOTAL	2,150.00	1,777.50	372.50		

SITE TOTAL	0.00	0.00	0.00
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WSR TOTAL	0.00	0.00	0.00
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W TOTAL	0.00	0.00	0.00
----------------	-------------	-------------	-------------

CBD TOTAL	0.00	0.00	0.00
------------------	-------------	-------------	-------------

ASSESSMENT FEES - DEPOSIT IN TRUST ESCROW II - NON REFUNDABLE

DATE	RECEIPTS	DISB.	BALANCE	INV./CHECK#	DESCRIPTION
08/27/24	600.00		67,536.95	CK # 563	PB23-15 - 65 & 67 HILLSIDE AVENUE - B173 L7 & 8
			67,536.95		

ASSMT TOT.	600.00	0.00	600.00
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TAX MAP ASSESSMENT \$600.00

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

August 27, 2025

Re: John and Grace Petrowski
Block 173 Lot 7 & 8
PB 23-15

To Whom It May Concern:

In reference to the above mentioned project, please review your records for any unpaid invoices and/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, Michael 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

8-27-25

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

August 27, 2025

Re: John and Grace Petrowski
Block 173 Lot 7 & 8
PB 23-15

To Whom It May Concern:

In reference to the above mentioned project, please review your records for any unpaid invoices and/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, Jason A. Worth 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

9/8/2025
Date

**Re: PB23-15 John and Grace Petrowski - Escrow Account Closing Authorization**

From Stacey Cole <scole@barnegat.net>

Date Fri 8/29/2025 2:40 PM

To Christine Roessner <christinet@barnegat.net>

Sorry, I never hit send on my email and found you in my drafts. Go ahead and close them out

Have a lovely weekend

*Stacey M. Cole, Planning/Zoning Administrator
Township of Barnegat
900 West Bay Avenue
Barnegat, NJ 08005
609-698-0080 x155*

From: Christine Roessner <christinet@barnegat.net>

Sent: Wednesday, August 27, 2025 3:35 PM

To: Stacey Cole <scole@barnegat.net>

Subject: PB23-15 John and Grace Petrowski - Escrow Account Closing Authorization

Hello and good morning to you!

As we discussed on your way out the door yesterday, I am inquiring as to if the Planning Board might have an objection to the closing and release of escrow funds for PB23-15, John and Grace Petrowski. My records state that this was a consolidation & re-subdivision application.

Please let me know your thoughts.

Thank you,

Mrs. Christine Roessner
Barnegat Township
Finance/Escrow Dept.
900 West Bay Avenue
Barnegat, NJ 08005
Ph: 609-698-0080 x163
Fx: 609-698-3806

**Re: Escrow account**

From Christine Roessner <christinet@barnegat.net>

Date Wed 8/27/2025 1:27 PM

To John Petrowski <JohnPetrowski@msn.com>

Hello John,

My records show that we last spoke on April 8, 2025, at that time, I had informed you that I needed you to email or drop off a letter requesting the escrow release, (it is supposed to be a formal letter delivered to The Township by certified mail, however I did not feel the need to hold you to those requirements). It is unfortunate that your July email did not come through to me, and yes, had I received your written request in Feb, March, April, or even early May, I may have had the refund available to you in June. Upon receipt of your request, I would have been able to start the close out procedures, but since I did not receive any written correspondence until today, that was not the case. Since today's receipt, I have already prepared my letters to the professionals and I will be sending them out this afternoon, the professionals have fifteen days to respond to my request. Once I am authorized by them, I may then present the escrow release to the Township Committee for their approval. The deadline for the September Township Committee Meeting Agenda has already closed, and therefore the next available date to be heard by the Township Committee is in October.

I do apologize that the Township's procedures are not an expeditious process.

Regards,

Christine

From: John Petrowski <JohnPetrowski@msn.com>

Sent: Wednesday, August 27, 2025 11:56 AM

To: Christine Roessner <christinet@barnegat.net>

Subject: Re: Escrow account

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.

Hi Christine, Thank you for your reply. The July email was a follow up of my initial request for refund which was February / March. I was expecting refund in June.

Was that request not submitted in that earlier time?

From: Christine Roessner <christinet@barnegat.net>

Sent: Wednesday, August 27, 2025 11:42 AM

To: John Petrowski <johnpetrowski@msn.com>

Subject: Re: Escrow account

Good morning John,

My apologies, I looked through my email history, it appears that I never received your July 24th email. I will accept this email as your "official" request to release the escrow. Unfortunately, because I need to get authorization from the professionals, the soonest that I can get the release approved by the Township Committee will be at the October Township Committee Meeting. The good news however is that I should have a check available to you shortly thereafter.

Please feel free to reach out with any other questions or concerns.

Sincere regards,

Mrs. Christine Roessner
Barnegat Township
Finance/Escrow Dept.
900 West Bay Avenue
Barnegat, NJ 08005
Ph: 609-698-0080 x163
Fx: 609-698-3806

From: John Petrowski <johnpetrowski@msn.com>
Sent: Wednesday, August 27, 2025 10:54 AM
To: Christine Roessner <christinet@barnegat.net>
Subject: Escrow account

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.

Hello Christine,

I would like to know if there is anything else I have to submit to get the funds in Escrow (account PB23-15) refunded.

I have had no reply to my last email of July 24, 2025 regarding this request. Please advise. Thank you.

John G. Petrowski

**Escrow account**

From John Petrowski <johnpetrowski@msn.com>
Date Wed 8/27/2025 10:54 AM
To Christine Roessner <christinet@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.

Hello Christine,

I would like to know if there is anything else I have to submit to get the funds in Escrow (account PB23-15) refunded.

I have had no reply to my last email of July 24, 2025 regarding this request. Please advise. Thank you.

John G. Petrowski

SIT 4-8-25
REQUEST
RELEASE
TOLD HIM TO EM.
OR DROP LETTER

RESOLUTION 2025-343

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY AMENDING JOB DESCRIPTION, CONFIDENTIAL
RECORDS CLERK FOR THE POLICE DEPARTMENT**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the attached job description for Confidential Records Clerk for the Police Department is hereby adopted and replaces the existing Barnegat Township Job Description for “Confidential Records Clerk”

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 7th day of October 2025, in the Municipal Complex, 900 W. Bay Avenue Barnegat NJ 08005

Donna M. Manno, RMC
Municipal Clerk

Job Description

TITLE: Confidential Records Clerk
DEPARTMENT: Police Department
REPORTS TO: Chief of Police
STATUS: FULL TIME () PART TIME ()
UPDATED: October 7, 2025

Position Summary

The Confidential Records Clerk is a critical administrative support role within the Police Department, responsible for managing sensitive information and ensuring compliance with state laws, township code, and departmental protocols. This position requires a high level of discretion, attention to detail, and the ability to handle confidential materials in a fast-paced environment. This job is a 40 per hour Full Time and a 28 hour per week Part Time position.

Essential Functions

- **Body Worn Camera Management** – Manage, preserve, and maintain body-worn camera (BWC) recordings in accordance with state laws, Attorney General directives, and departmental guidelines.
 - **Records Processing & Requests** – Process and prepare responses to Open Public Records Act (OPRA) requests, legal discovery, and interagency requests in accordance with departmental protocol.
 - **Records Retrieval & Distribution** – Retrieve, review, redact, and distribute records requests accurately and in a timely manner.
 - **Legal & Code Familiarity** – Maintain working knowledge of township code, state statutes, and departmental regulations, and provide clear explanations to staff, outside agencies, and the public when necessary.
 - **Division Support** – Assist departmental divisions with processing reports, records, and administrative requests to ensure smooth operations.
 - **Public Interaction** – Handle in-person requests, answer inquiries, and provide customer service in a professional and courteous manner.
 - **Administrative Support** – Maintain organized files, manage call volume, and perform other administrative duties as assigned by the Chief of Police.
-

Minimum Qualifications

- Knowledge of state public records laws (including OPRA) and evidence management practices.
 - Experience with records management systems and/or digital evidence platforms.
 - Excellent written and verbal communication skills.
 - Strong organizational skills with the ability to manage multiple tasks under deadlines.
 - High level of integrity and ability to maintain confidentiality at all times.
 - Proficiency with Microsoft Office Suite (Word, Excel, Outlook) and general office equipment.
 - Must be a holder of a valid New Jersey driver's license.
-

Preferred Qualifications

- Prior experience working in a law enforcement, legal, or government agency setting.
 - Familiarity with police records management software, digital evidence systems, and redaction tools.
 - Working knowledge of New Jersey Attorney General guidelines and directives.
 - Demonstrate ability to interpret and apply state law, municipal code, and departmental policy.
 - Graduation from a standard high school or vocational school or equivalent combination of training, experience and education.
-

Working Conditions

- Position is performed primarily in an office setting within the Police Department.
- Regular interaction with members of the public, department staff, outside agencies, and legal representatives.
- May involve periods of high call volume and multiple simultaneous deadlines.
- Must be able to maintain composure and professionalism when handling sensitive or confidential information.

RESOLUTION 2025-344

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN STATE OF NEW JERSEY, PROMOTING WILLIAM TALLMAN FROM LABORER TO DRIVER FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, William Tallman has been working in the Public Works Department as a Full-Time Laborer; and

WHEREAS, the Public Works Department is in need of a Driver; and

WHEREAS, William Tallman possess a CDL license which is a requirement of the Public Works Driver position;

NOW, THEREFORE, BE IT RESOLVED, William Tallman, shall be promoted by the Barnegat Township Committee from Laborer to Full Time Driver for the Public Works Department effective September 15, 2025 at the hourly rate of \$25.07;

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat, NJ on the 7th day of October 2025.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2025-345

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING REIMBURSEMENT TO LILLIAN HAMMOND FOR BACK WINDOW OF VEHICLE FOR DAMAGE CAUSED BY TOWNSHIP EMPLOYEE CLEANING ADJACENT TOWNSHIP PROPERTY

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Finance Office is hereby directed to issue a check to Lillian Hammond, 47 Tara Lane, Barnegat NJ, in the amount of \$605.89 for the replacement of her vehicle's back window due to large tree branch breaking it while Township employee cleaned adjacent Township property.

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 7th day of October, 2025, in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005

Donna M. Manno, RMC
Municipal Clerk

Safelite®

SAFELITE GLASS CORP
1406 ROUTE 37 E.
TOMS RIVER, NJ 08753
** SERVICE QUESTIONS **
** CALL 732-341-2000 **

Date & Time: 09/26/25 10:25AM

Customer:
HAMMOND, LILLIAN

47 Tara Ln
Barnegat, NJ 08005

Home Phone: 609-709-3807
Work Phone:
Service Phone: 609-709-3807
Work Order #: 06548_545636
(05983_545636)

Year	Make	Model
2018	DODGE	GRAND CARAVAN
License	Style	Stock/Unit#
B86MTL	MINI VAN	
Mileage	VIN	
1		
Purchase Order#		

Qty	Part	List Price	Selling Price	Flat Labor	Kit	MTRL
1	DB12001 YPY		433.26	60.00	0.00	0.00
1	RECYCLE FEE		0.00	39.99	0.00	0.00
1	MOBILE FEE		0.00	0.00	0.00	0.00
1	SBB16		34.99	0.00	0.00	0.00

Urethane Brand: DuPont
Urethane Product: 4 DuPont APEX
Urethane Lot Number: d24302iuea

Technician Name	Technician ID
Travis	6548-218

Technician Notes

Part Subtotal:	468.25
Flat Labor Subtotal:	99.99
Subtotal:	568.24
Sales Tax:	37.65
Total:	605.89

Deductible:	0.00
Deductible Paid:	0.00
Deductible Remaining:	0.00
Amount to Collect:	605.89

Payment Amount:	605.89
Amount Due:	0.00

Pre-paid by credit card in the amount of \$605.89. Authorization Code: 02436T

Advanced safety systems

Some vehicles are equipped with advanced safety systems. Where we perform recalibration of any advanced safety system as part of the windshield replacement, the recalibration is guaranteed either until the next recalibration event (as determined by your vehicle manufacturer), or 30 days from the date of recalibration, whichever occurs first. Any modifications to your vehicle from its original specifications may cause your advanced safety systems not to function as intended. There is NO MILEAGE restriction on this advanced safety system guarantee. Advanced safety systems are not a replacement for safe driving. You are responsible for the safe operation of your vehicle.

Authorized By Phone: HAMMOND, LILLIAN
Authorization Time: 09/26/25 9:45AM
Phone Number: 609-709-3807

Vehicle may be driven after 10:55 AM

RESOLUTION 2025-346

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING PAYMENT #4 TO EARLE ASPHALT COMPANY, FOR THE WORK COMPLETED TO DATE ON THE FY2024 NJDOT MUNICIPAL AID IMPROVEMENTS TO PENNSYLVANIA AVENUE PROJECT

WHEREAS, Earle Asphalt Company, PO Box 556 Farmingdale, NJ, 07727 has previously been awarded a contract for the FY2024 NJDOT Municipal Aid Improvements to Pennsylvania Avenue project for total cost of \$915,713.13; and

WHEREAS, Earle Asphalt Company has submitted a voucher for Payment #4 in the amount of \$149,680.43 for work completed to date; and

WHEREAS, the Project Engineer of Morgan Municipal Engineering Services along with our Township Engineer have reviewed the documents submitted by the contractor and all are in order and recommend payment of the voucher submitted; now

WHEREAS, that the Chief Financial Officer ("CFO") does hereby certify the availability of funds for payment #4 in the amount of \$149,680.43 to Earle Asphalt Company, PO Box 556, Farmingdale, NJ 07727 for work completed on the FY2024 NJDOT Municipal Aid Improvements to Pennsylvania Avenue Project

The funds are available in the following budget line item:

G-02-40-340-024

W-08-55-624-017

Line Item

Thomas Lombarski, CFO

THEREFORE, BE IT RESOLVED, by the Township Committee of The Township of Barnegat, County of Ocean, State of New Jersey that Payment #4, in the amount of \$149,680.43 is hereby approved and the Chief Financial Officer is hereby authorized to issue a check to Earle Asphalt Company, P.O. Box 556, Farmingdale, NJ in the amount of \$149,680.43 representing Payment #4 for work completed on the FY2024 NJDOT Municipal Aid Improvements to Pennsylvania Avenue Project.

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 7th day of October, 2025

Donna M. Manno, RMC
Municipal Clerk



August 01, 2025

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

Re: Recommendation of Payment #4
Morgan Municipal File No. BARN-24-001
FY2024 NJDOT Municipal Aid Improvements to Pennsylvania Avenue
Township of Barnegat, Ocean County, New Jersey

Dear Ms. Manno:

Enclosed for the Township's processing please find **Payment Recommendation No. 4** in the amount of **\$149,680.43**, which includes work that was completed during the period of **06/28/2025 through 07/17/2025**.

Construction work has been substantially completed during the referenced time period and includes the following: roadway milling and paving, clearing site, and traffic striping and marking. Our office has inspected the construction of the above-mentioned work and found it to be acceptable. The remaining work includes site restoration and punch list work.

Enclosed is a breakdown of pay items requested for payment by the contractor and approved by this office.

Certified Payrolls have been sent by the Contractor, which shall be attached to this letter.

Kindly have this invoice processed at the next meeting available.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Mark Rohmeyer', is written over a light blue circular background.

MARK ROHMEYER, P.E., P.P., C.M.E.
CONSULTING ENGINEER
Morgan Municipal, LLC

MJR/ZBA/SLH

ENCLOSURES

cc: Thomas Lombarski: Barnegat Township CFO / via email only
Kurt Otto: Barnegat Township Engineer / via email only
Roger Budd: Barnegat Township Water & Sewer / via email only



TOWNSHIP OF BARNEGAT

900 WEST BAY AVENUE
BARNEGAT, NEW JERSEY 08005
TEL (609) 698-0080 EXT. 162
FAX (609) 698-8616

VOUCHER

VENDOR # _____

PAYABLE
TO

Earle Asphalt Co.
PO Box 556
Farmingdale, NJ, 07727

**Note: All Bills Must Be Properly
Certified Before Payment**

DATE	DESCRIPTION	UNIT PRICE	AMOUNT
07/30/2025	FOR CONTRACTOR SERVICES RENDERED TO THE TWP OF BARNEGAT AS PER ATTACHED INVOICE: Invoice #4 RE: FY2024 NJDOT MUNICIPAL AID IMPROVEMENTS TO PENNSYLVANIA AVENUE MONTH OF: Period Ending July 17, 2025 PO: 24-02175 APR: 4-09-55-500-700 ORD: W-08-55-624-017		
		TOTAL	\$149,680.43

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

☒ 

8/1/2025

22-1841600

SIGNATURE

DATE

FED ID # OR SOC. SEC. #

Space Below To Be Filled Out By Municipal Officials - OFFICER'S OR EMPLOYEE'S CERTIFICATION

I hereby certify that the articles above specified have been received or services performed; that the quantity noted is correct, and the quality is as specified, except as noted above.

Signature - Receiving Agent _____ Date _____

APPROPRIATIONS OR ACCOUNTS CHARGED

PAYMENT AUTHORIZED

The above claim was ordered paid at a meeting held:

Date _____

Municipal
Clerk _____

PAYMENT RECORD

Date _____

Check No. _____

APPROVED BY: _____

PROJECT NO
PAYMENT CERT
OWNER
CONTRACTOR
PROJECT

BARN-24-001

Number Four (4) WORK COMPLETED 06/28/2025 - 07/17/2025

DATE : July 25, 2025

Barnegat Township
Earle Asphalt Co.

FY2024 NJDOT MUNICIPAL AID IMPROVEMENTS TO PENNSYLVANIA AVE

ITEM NO.	ORIG CONTR QUANTITY	UNIT	DESCRIPTION	ORIG UNIT PRICE	ORIG CONTR AMOUNT	ADJUSTED CONTRACT QUANTITY	THIS PERIOD QUANTITY	AMOUNT	ADJUSTED CONTR AMOUNT	TO DATE QUANTITY	AMOUNT	N O
			Base Bid									
1	18.00	UNIT	INLET FILTER, TYPE 2, 2' X 4'	\$0.01	\$0.18	18.00		\$0.00	\$0.18	0.00	\$0.00	1
2	75.00	HOURL	TRAFFIC DIRECTOR, FLAGGER (ROADWAY MILLING AND PAVING)	\$0.01	\$0.75	75.00		\$0.00	\$0.75	0.00	\$0.00	2
3	220.00	HOURL	TRAFFIC DIRECTOR, UNIFORMED POLICE OFFICER	\$130.00	\$28,600.00	220.00		\$0.00	\$28,600.00	439.56	\$57,142.80	3
4	5.00	UNIT	BREAKAWAY BARRICADE	\$0.01	\$0.05	5.00		\$0.00	\$0.05	0.00	\$0.00	4
5	50.00	UNIT	DRUM	\$0.01	\$0.50	50.00		\$0.00	\$0.50	0.00	\$0.00	5
6	100.00	UNIT	TRAFFIC CONE	\$0.01	\$1.00	100.00		\$0.00	\$1.00	0.00	\$0.00	6
7	80.00	SF	CONSTRUCTION SIGNS (G20-2A)	\$0.01	\$0.80	80.00		\$0.00	\$0.80	0.00	\$0.00	7
8	80.00	SF	CONSTRUCTION SIGNS (W20-1)	\$0.01	\$0.80	80.00		\$0.00	\$0.80	0.00	\$0.00	8
9	3.00	UNIT	PORTABLE VARIABLE MESSAGE SIGN	\$0.01	\$0.03	3.00		\$0.00	\$0.03	0.00	\$0.00	9
10	5,000.00	DOL	FUEL PRICE ADJUSTMENT	\$1.00	\$5,000.00	5,000.00		\$0.00	\$5,000.00	0.00	\$0.00	10
11	5,000.00	DOL	ASPHALT PRICE ADJUSTMENT	\$1.00	\$5,000.00	5,000.00	1501.060	\$1,501.06	\$5,000.00	1,501.06	\$1,501.06	11
12	1.00	LS	CLEARING SITE	\$38,619.10	\$38,619.10	1.00	0.250	\$9,654.78	\$38,619.10	1.00	\$38,619.10	12
13	150.00	CY	EXCAVATION, TEST PIT	\$0.01	\$1.50	150.00		\$0.00	\$1.50	8.24	\$0.08	13
14	140.00	SY	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK (1&WD)	\$0.01	\$1.40	140.00		\$0.00	\$1.40	0.00	\$0.00	14
15	6,785.00	SY	HMA MILLING, 3" OR LESS	\$6.00	\$40,710.00	6,785.00	6328.000	\$37,968.00	\$40,710.00	6,328.00	\$37,968.00	15
16	410.00	LF	POLYMERIZED JOINT ADHESIVE	\$0.01	\$4.10	410.00		\$0.00	\$4.10	0.00	\$0.00	16
17	1,020.00	GAL	TACK COAT, 64-22	\$0.01	\$10.20	1,020.00	500.000	\$5.00	\$10.20	500.00	\$5.00	17
18	765.00	TON	HMA 9.5M64 SURFACE COURSE, 2" THICK	\$120.00	\$91,800.00	765.00	775.740	\$93,088.80	\$91,800.00	775.74	\$93,088.80	18
19	475.00	TON	HMA 19M64 BASE COURSE, 4" THICK	\$50.00	\$23,750.00	475.00		\$0.00	\$23,750.00	0.00	\$0.00	19
20	7.00	UNIT	BICYCLE SAFE GRATE	\$450.00	\$3,150.00	7.00		\$0.00	\$3,150.00	7.00	\$3,150.00	20
21	7.00	UNIT	CURB PIECE, TYPE N ECO	\$500.00	\$3,500.00	7.00		\$0.00	\$3,500.00	9.00	\$4,500.00	21
22	9.00	UNIT	RECONSTRUCTED STORM INLET, TYPE B, USING EXISTING CASTING (1&WD)	\$1,000.00	\$9,000.00	9.00		\$0.00	\$9,000.00	0.00	\$0.00	22
23	50.00	SY	RIPRAP STONE SLOPE PROTECTION, 6" THICK (D50=3")	\$60.00	\$3,000.00	50.00		\$0.00	\$3,000.00	50.00	\$3,000.00	23
24	45.00	SY	CONCRETE DRIVEWAY APRON, REINFORCED, 6" THICK	\$150.00	\$6,750.00	45.00		\$0.00	\$6,750.00	27.81	\$4,171.50	24
25	230.00	SY	CONCRETE SIDEWALK, 4" THICK	\$110.00	\$25,300.00	230.00		\$0.00	\$25,300.00	200.66	\$22,072.60	25
26	5.00	SY	DETECTABLE WARNING SURFACE	\$100.00	\$1,500.00	5.00		\$0.00	\$1,500.00	2.00	\$600.00	26
27	305.00	LF	6"x8"x18" CONCRETE VERTICAL CURB	\$45.00	\$13,725.00	305.00		\$0.00	\$13,725.00	282.00	\$12,690.00	27
28	6,330.00	LF	TRAFFIC STRIPING, LONG LIFE, EPOXY RESIN 4"	\$1.00	\$6,330.00	6,330.00	6330.000	\$6,330.00	\$6,330.00	6,330.00	\$6,330.00	28
29	170.00	LF	TRAFFIC MARKINGS, THERMOPLASTIC, 24"	\$12.50	\$2,125.00	170.00	247.000	\$3,087.50	\$2,125.00	247.00	\$3,087.50	29
30	4.00	UNIT	REGULATORY AND WARNING SIGN, SPEED LIMIT (R2-1)	\$275.00	\$1,100.00	4.00	4.000	\$1,100.00	\$1,100.00	4.00	\$1,100.00	30
31	340.00	SY	TOPSOILING, 5" THICK	\$10.00	\$3,400.00	340.00		\$0.00	\$3,400.00	130.33	\$1,303.30	31
32	340.00	SY	FERTILIZING AND SEEDING, TYPE G	\$0.01	\$3.40	340.00		\$0.00	\$3.40	0.00	\$0.00	32
33	340.00	SY	STRAW MULCHING	\$0.01	\$3.40	340.00		\$0.00	\$3.40	0.00	\$0.00	33
34	35.00	LF	6" PVC, AWWA C900, CLASS 150, DR18	\$50.00	\$1,750.00	35.00		\$0.00	\$1,750.00	50.00	\$2,500.00	34
35	10.00	LF	8" PVC, AWWA C900 CLASS 150, DR18	\$80.00	\$800.00	10.00		\$0.00	\$800.00	12.00	\$960.00	35
36	2,030.00	LF	12" PVC AWWA C900 CLASS 150, DR18	\$180.22	\$365,846.60	2,030.00		\$0.00	\$365,846.60	1,769.00	\$318,809.18	36
37	20.00	LF	INSULATED CARRIER PIPE, 12", C900, CLASS 150	\$350.00	\$7,000.00	20.00		\$0.00	\$7,000.00	20.00	\$7,000.00	37
38	3.00	UNIT	RESILIENT WEDGE GATE VALVE, 6", AWWA C500, WITH VALVE BOX AND COVER	\$2,700.00	\$8,100.00	3.00		\$0.00	\$8,100.00	3.00	\$8,100.00	38
39	9.00	UNIT	RESILIENT WEDGE GATE VALVE, 12", AWWA C500, WITH VALVE BOX AND COVER	\$4,500.00	\$40,500.00	9.00		\$0.00	\$40,500.00	7.00	\$31,500.00	39
40	3.00	UNIT	DRY BARREL FIRE HYDRANT, AWWA C502	\$12,000.00	\$36,000.00	3.00		\$0.00	\$36,000.00	3.00	\$36,000.00	40
41	8.00	UNIT	EX WATERMAIN SERVICE RECONNECTION, WITH SADDLE AND CORPORATION STOP	\$1,750.00	\$14,000.00	8.00		\$0.00	\$14,000.00	9.00	\$15,750.00	41
42	3.00	UNIT	WATERMAIN WET TAP	\$7,500.00	\$22,500.00	3.00		\$0.00	\$22,500.00	3.00	\$22,500.00	42
43	1.00	LS	WATERMAIN PRESSURE TESTING	\$2,500.00	\$2,500.00	1.00		\$0.00	\$2,500.00	1.00	\$2,500.00	43
44	1.00	LS	WATERMAIN BACTERIA TESTING	\$2,500.00	\$2,500.00	1.00		\$0.00	\$2,500.00	1.00	\$2,500.00	44
45	62.00	UNIT	WATERMAIN FITTING, 5 DEGREE BEND, 12", C900	\$0.01	\$0.62	62.00		\$0.00	\$0.62	0.00	\$0.00	45
46	1.00	UNIT	WATERMAIN FITTING, 11.25 DEGREE BEND, 12", C900	\$0.01	\$0.01	1.00		\$0.00	\$0.01	1.00	\$0.01	46
47	1.00	UNIT	WATERMAIN FITTING, 22.5 DEGREE BEND, 12", C900	\$0.01	\$0.01	1.00		\$0.00	\$0.01	0.00	\$0.00	47
48	8.00	UNIT	WATERMAIN FITTING, 45 DEGREE BEND, 12", C900	\$0.01	\$0.08	8.00		\$0.00	\$0.08	15.00	\$0.15	48
49	1.00	UNIT	WATERMAIN FITTING, 90 DEGREE BEND, 8", C900	\$0.01	\$0.01	1.00		\$0.00	\$0.01	3.00	\$0.03	49
50	2.00	UNIT	WATERMAIN FITTING, 90 DEGREE BEND, 12", C900	\$0.01	\$0.02	2.00		\$0.00	\$0.02	1.00	\$0.01	50
51	2.00	UNIT	WATERMAIN TEE FITTING, 12", C900	\$3,490.00	\$6,980.00	2.00		\$0.00	\$6,980.00	2.00	\$6,980.00	51
52	3.00	UNIT	WATERMAIN TEE FITTING, 12"x12"x6", C900	\$3,000.00	\$9,000.00	3.00		\$0.00	\$9,000.00	3.00	\$9,000.00	52
53	1.00	UNIT	WATERMAIN 12" TO 8" REDUCER	\$0.01	\$0.01	1.00		\$0.00	\$0.01	1.00	\$0.01	53
54	17.00	UNIT	WATERMAIN JOINT RESTRAINT	\$235.00	\$3,995.00	17.00		\$0.00	\$3,995.00	4.00	\$940.00	54
55	145.00	HOURL	TRAFFIC DIRECTOR, FLAGGER (WATERMAIN CONSTRUCTION)	\$0.01	\$1.45	145.00		\$0.00	\$1.45	0.00	\$0.00	55
56	1.00	LS	PRE-LINING PIPE CLEANING	\$10,000.00	\$10,000.00	1.00		\$0.00	\$10,000.00	1.00	\$10,000.00	56
57	1.00	LS	PRE-LINING VIDEO INSPECTION	\$3,002.11	\$3,002.11	1.00		\$0.00	\$3,002.11	1.00	\$3,002.11	57
58	350.00	LF	CURB IN PLACE PIPE LINING OF 12" DIAMETER	\$91.00	\$31,850.00	350.00		\$0.00	\$31,850.00	366.00	\$33,306.00	58
59	2.00	UNIT	SANITARY SEWER MANHOLE LINING, 15" DEEP OR LESS	\$6,000.00	\$12,000.00	2.00		\$0.00	\$12,000.00	2.00	\$12,000.00	59
60	1.00	LS	MISCELLANEOUS WORK ALLOWANCE	\$25,000.00	\$25,000.00	1.00		\$0.00	\$25,000.00	0.49	\$12,300.00	60

			TOTAL " ORIGINAL CONTRACT AMOUNT "	\$915,713.13								
			TOTAL " THIS PERIOD " ESTIMATE					\$152,735.14				
			TOTAL " ADJUSTED CONTRACT AMOUNT "					\$915,713.13				

NOTICE TO PROCEED:	17-Jan-25	PREVIOUS PAYMENTS	DATE	TOTAL TO DATE	\$825,977.24
CONTRACT COMPLETION DATE:	16-Jul-25	CERT NO 1	\$484,961.46		
		CERT NO 2	\$49,981.47	LESS TWO PERCENT (2 %) RETAINAGE	\$16,519.54
CONTRACT TIME (DAYS):	180	CERT NO 3	\$124,834.34		
		CERT NO 4	\$0.00	SUBTOTAL	\$809,457.70
TIME ELAPSED (DAYS):	189.00	CERT NO 5	\$0.00		
		CERT NO 6	\$0.00	LESS PREVIOUS PAYMENT(S)	\$659,777.27
% TIME ELAPSED:	105.00%	CERT NO 7	\$0.00		
% WORK COMPLETED:	90.20%	TOTAL	\$659,777.27	TOTAL AMOUNT DUE THIS ESTIMATE	\$149,680.43

Earle Asphalt Company

Pay Estimate Summary Report

Invoice # 4

Invoice Date: 07/17/2025

Dates Submitted: 06/28/2025 - 07/17/2025

Contract # 25058

Improvements to Pennsylvania Avenue

Job: 25058

Owner

Barnegat Township

Contractor

Earle Asphalt Company
PO Box 556
Farmingdale, NJ 07727
USA

Owner Code	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Cmpl
01	Inlet Filter Type 2 - 2'x4'	18.00	UN	0.01	0.18	0.0000	0.0000	0.0000	0.00	0.00	0.0
02	Traff Dir (Rdwy Milling & Paving)	75.00	HR	0.01	0.75	0.0000	0.0000	0.0000	0.00	0.00	0.0
03	Traff Dir Pol @ \$130.00	220.00	HR	130.00	28,600.00	439.5600	0.0000	439.5600	0.00	57,142.80	199.8
04	Breakaway Barricade	5.00	UN	0.01	0.05	0.0000	0.0000	0.0000	0.00	0.00	0.0
05	Drum	50.00	UN	0.01	0.50	0.0000	0.0000	0.0000	0.00	0.00	0.0
06	Traffic Cone	100.00	UN	0.01	1.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
07	Construc Signs (G20-2A)	80.00	SF	0.01	0.80	0.0000	0.0000	0.0000	0.00	0.00	0.0
08	Construc Signs (W20-1	80.00	SF	0.01	0.80	0.0000	0.0000	0.0000	0.00	0.00	0.0
09	Portable Variable Message Sign	3.00	UN	0.01	0.03	0.0000	0.0000	0.0000	0.00	0.00	0.0
10	Fuel Price Adjust @ \$1	5,000.00	DOL	1.00	5,000.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
11	Asphalt Price Adjust @ \$1	5,000.00	DOL	1.00	5,000.00	0.0000	1,501.0600	1,501.0600	1,501.06	1,501.06	30.0
12	Clearing Site	1.00	LS	38,619.10	38,619.10	0.7500	0.2500	1.0000	9,654.78	38,619.10	100.0
13	Excavation Test Pit	150.00	CY	0.01	1.50	8.2400	0.0000	8.2400	0.00	0.08	5.5
14	DGA Base Course 6" Th (IAWD)	140.00	SY	0.01	1.40	0.0000	0.0000	0.0000	0.00	0.00	0.0
15	HMA Milling 3" or Less	6,785.00	SY	6.00	40,710.00	0.0000	6,328.0000	6,328.0000	37,968.00	37,968.00	93.3
16	Polymerized Joint Adhesive	410.00	LF	0.01	4.10	0.0000	0.0000	0.0000	0.00	0.00	0.0
17	Tack Coat 64-22	1,020.00	GAL	0.01	10.20	0.0000	500.0000	500.0000	5.00	5.00	49.0
18	HMA 9.5M64 Surf Course 2" Th	765.00	TON	120.00	91,800.00	0.0000	775.7400	775.7400	93,088.80	93,088.80	101.4
19	HMA 19M64 Base Course 4" Th	475.00	TON	50.00	23,750.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
20	Bicycle Safe Grate	7.00	UN	450.00	3,150.00	7.0000	0.0000	7.0000	0.00	3,150.00	100.0
21	Curb Piece Type 'N' ECO	7.00	UN	500.00	3,500.00	9.0000	0.0000	9.0000	0.00	4,500.00	128.6
22	Recon Storm Inlet Type B use Existing Casting	9.00	UN	1,000.00	9,000.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
23	Riprap Stone Slope Protection 6" Th (D50=3")	50.00	SY	60.00	3,000.00	50.0000	0.0000	50.0000	0.00	3,000.00	100.0
24	Conc DW Apron Reinforced 6" Th	45.00	SY	150.00	6,750.00	27.8100	0.0000	27.8100	0.00	4,171.50	61.8
25	Concrete SW 4" Th	230.00	SY	110.00	25,300.00	200.6600	0.0000	200.6600	0.00	22,072.60	87.2
26	Detectable Warning Surface	5.00	SY	300.00	1,500.00	2.0000	0.0000	2.0000	0.00	600.00	40.0
27	6"x8"x18" Concrete Vert Curb	305.00	LF	45.00	13,725.00	282.0000	0.0000	282.0000	0.00	12,690.00	92.5
28	Traff Strip LL Epoxy Resin 4"	6,330.00	LF	1.00	6,330.00	0.0000	6,330.0000	6,330.0000	6,330.00	6,330.00	100.0
29	Traff Markings Thermoplastic 24"	170.00	LF	12.50	2,125.00	0.0000	247.0000	247.0000	3,087.50	3,087.50	145.3
30	Regulatory & Warn Sign Speed Limit (R2-1)	4.00	UN	275.00	1,100.00	0.0000	4.0000	4.0000	1,100.00	1,100.00	100.0
31	Topsoiling 5" Th	340.00	SY	10.00	3,400.00	130.3300	0.0000	130.3300	0.00	1,303.30	38.3
32	Fertilizing & Seeding Type G	340.00	SY	0.01	3.40	0.0000	0.0000	0.0000	0.00	0.00	0.0

Earle Asphalt Company

Pay Estimate Summary Report

Invoice # 4

Invoice Date: 07/17/2025

Dates Submitted: 06/28/2025 - 07/17/2025

Contract # 25058

Improvements to Pennsylvania Avenue

Job: 25058

Owner

Barnegat Township

Contractor

Earle Asphalt Company
PO Box 556
Farmingdale, NJ 07727
USA

Owner Code	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Cmpl
33	Straw Mulching	340.00	SY	0.01	3.40	0.0000	0.0000	0.0000	0.00	0.00	0.0
34	6" PVC AWWA C900 Class 150 DR18	35.00	LF	50.00	1,750.00	50.0000	0.0000	0.0000	0.00	2,500.00	142.9
35	8" PVC AWWA C900 Class 150 DR18	10.00	LF	80.00	800.00	12.0000	0.0000	0.0000	0.00	960.00	120.0
36	12" PVC AWWA C900 Class 150 DR18	2,030.00	LF	180.22	365,846.60	1,769.0000	0.0000	1,769.0000	0.00	318,809.18	87.1
37	Insulated Carrier Pipe 12" C900 Class 150	20.00	LF	350.00	7,000.00	20.0000	0.0000	0.0000	0.00	7,000.00	100.0
38	Resil Wedge Gate Valv 6" AWWA C500 w Valv Box & Cov	3.00	UN	2,700.00	8,100.00	3.0000	0.0000	0.0000	0.00	8,100.00	100.0
39	Resil Wedge Gate Valv 12" AWWA C500 w Valv Bx & Cov	9.00	UN	4,500.00	40,500.00	7.0000	0.0000	0.0000	0.00	31,500.00	77.8
40	Dry Barrel Fire Hydrant AWWA C502	3.00	UN	12,000.00	36,000.00	3.0000	0.0000	0.0000	0.00	36,000.00	100.0
41	Ex Watermain Serv Recon w Saddle & Corp Stop	8.00	UN	1,750.00	14,000.00	9.0000	0.0000	0.0000	0.00	15,750.00	112.5
42	Watermain Wet Tap	3.00	UN	7,500.00	22,500.00	3.0000	0.0000	0.0000	0.00	22,500.00	100.0
43	Watermain Pressure Testing	1.00	LS	2,500.00	2,500.00	1.0000	0.0000	0.0000	0.00	2,500.00	100.0
44	Watermain Bacteria Testing	1.00	LS	2,500.00	2,500.00	1.0000	0.0000	0.0000	0.00	2,500.00	100.0
45	Watermain Fitting 5 Deg Bend 12" C900	62.00	UN	0.01	0.62	0.0000	0.0000	0.0000	0.00	0.00	0.0
46	Watermain Fitting 11.25 Deg Bend 12" C900	1.00	UN	0.01	0.01	0.0000	0.0000	0.0000	0.00	0.01	100.0
47	Watermain Fitting 22.5 Deg Bend 12" C900	1.00	UN	0.01	0.01	0.0000	0.0000	0.0000	0.00	0.00	0.0
48	Watermain Fitting 45 Deg Bend 12" C900	8.00	UN	0.01	0.08	15.0000	0.0000	0.0000	0.00	0.15	187.5
49	Watermain Fitting 90 Deg Bend 8" C900	1.00	UN	0.01	0.01	3.0000	0.0000	0.0000	0.00	0.03	300.0
50	Watermain Fitting 90 Deg Bend 12" C900	2.00	UN	0.01	0.02	1.0000	0.0000	0.0000	0.00	0.01	50.0
51	Watermain Tee Fitting 12" C900	2.00	UN	3,490.00	6,980.00	2.0000	0.0000	0.0000	0.00	6,980.00	100.0
52	Watermain Tee Fitting 12"x12"x6" C900	3.00	UN	3,000.00	9,000.00	3.0000	0.0000	0.0000	0.00	9,000.00	100.0
53	Watermain 12" - 8" Reducer	1.00	UN	0.01	0.01	1.0000	0.0000	0.0000	0.00	0.01	100.0
54	Watermain Joint Restraint	17.00	UN	235.00	3,995.00	4.0000	0.0000	0.0000	0.00	940.00	23.5
55	Traff Dir (Watermain Construc)	145.00	HR	0.01	1.45	0.0000	0.0000	0.0000	0.00	0.00	0.0
56	Pre-Lining Pipe Cleaning	1.00	LS	10,000.00	10,000.00	1.0000	0.0000	0.0000	0.00	10,000.00	100.0
57	Pre-Lining Video Inspection	1.00	LS	3,002.11	3,002.11	1.0000	0.0000	0.0000	0.00	3,002.11	100.0
58	Cured In Place Pipe Lining of 12" Diameter	350.00	LF	91.00	31,850.00	366.0000	0.0000	0.0000	0.00	33,306.00	104.6
59	Sanit Sewer MH Lining 15' Deep or Less	2.00	UN	6,000.00	12,000.00	2.0000	0.0000	0.0000	0.00	12,000.00	100.0
60	Miscellaneous Work Allow @ \$25K	1.00	LS	25,000.00	25,000.00	0.4920	0.0000	0.0000	0.00	12,300.00	49.2
CO1	Add'l Costs - Insulated Carrier Pipe w/ Casing	0.00	LS	12,300.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.0

Totals: 915,713.13 152,735.14 825,977.24 90.2

Pay Estimate Summary Report

Invoice # 4
Invoice Date: 07/17/2025
Dates Submitted: 06/28/2025 - 07/17/2025
Contract # 25058
Improvements to Pennsylvania Avenue
Job: 25058

Owner
Barnegat Township

Contractor
Earle Asphalt Company
PO Box 556
Farmingdale, NJ 07727
USA

Original Contract Amount	915,713.13
Change Order Amount	0.00
Total Contract (\$)	915,713.13
Work Completed to Date	825,977.24
Stored Material	0.00
Total Complete/Stored/Pending (\$)	825,977.24
Less Retainage	16,519.54
Total [Less Retainage] (\$)	809,457.70
Adjustments	0.00
Less Previously Requested	659,777.27
Amount Due This Request (\$)	149,680.43

Approved By: _____
Owner

Approved By: _____
Contractor

Approved By: _____
Spedway Auduon

Certified Payroll Transcript

Period 6/22/2025 - 6/28/2025
 Job: 25058, Barnegat Twp - Improvements to Pennsylvania Avenue
 Contract: 25058, Barnegat Twp - Improvements to Pennsylvania Avenue

***** Hours *****											
Employee	Work Classification (Craft/Class)	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Rate	Project Amounts
Cacoilo, David - 2768 xxx-xx-5563 M/EX: M/3 Race/Sex: W/M EEO: Check #: 0628251	Laborer / Concrete Finisher/Formsetter	0.00	8.00	6.00	0.00	0.00	0.00	0.00	14.00	51.900	726.60
	Laborer / Concrete Finisher/Formsetter	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.130	547.82
								Other Taxable			0.00
								Other Non Taxable			0.00
								Project Total			1,274.42
								SUTA - Employ			
								State Dis. - Empl			8.85
								FMLA			12.71
								401K - Traditor			384.97
								Other			
										3,849.72	1,294.62
											2,555.10
Espinal Pena, Mike - 3514 xxx-xx-5198 M/EX: M/1 Race/Sex: H/M EEO: Check #: 0628251	Laborer / Common/Basic Laborer	0.00	8.00	6.00	0.00	0.00	0.00	0.00	14.00	50.950	713.30
	Laborer / Common/Basic Laborer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.130	547.82
								Other Taxable			0.00
								Other Non Taxable			0.00
								Project Total			1,261.12
								SUTA - Employ			
								State Dis. - Empl			8.61
								FMLA			12.35
								401K - Traditor			187.12
								Other			
										3,742.40	1,153.30
											2,589.10

Certified Payroll Transcript

Period 6/22/2025 - 6/28/2025
 Job: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue
 Contract: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue

Employee	Work Classification (Craft/Class)	Hours							Project Amounts	***** Weekly Totals ***** (Week Ending 6/28/25)			
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Rate	Total Gross	Deductions	Net Pay
Soriano, Oscar - 2667	Laborer / Common/Basic Laborer	0.00	8.00	6.00	0.00	0.00	0.00	0.00	14.00	50.950	713.30	Fed W/H Tax 594.34	
xxx-xx-2646	M/EX: M/O	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.130	547.82	Medicare 63.15	
Race/Sex: H/M								Other Taxable			0.00	Social Security 270.01	
								Other Non Taxable			0.00	NJ State W/H T 189.75	
								Project Total			1,261.12	SUTA - Employ	
EEO:												State Dis. - Em 10.02	
Check #: 0628251												FMLA 14.37	
												401K - Traditor 435.50	
												Other	
											4,355.04	1,577.14	2,777.90
Pelaez-Vazquez, Isidoro - 3070	Laborer / Concrete Finisher/Formsetter	0.00	8.00	6.00	0.00	0.00	0.00	0.00	14.00	51.900	726.60	Fed W/H Tax 612.44	
xxx-xx-3674	M/EX: S/O	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.130	547.82	Medicare 51.74	
Race/Sex: H/M								Other Taxable			0.00	Social Security 221.24	
								Other Non Taxable			0.00	NJ State W/H T 215.77	
								Project Total			1,274.42	SUTA - Employ	
EEO:												State Dis. - Em 8.92	
Check #: 0628251												FMLA 12.79	
												401K - Traditor 154.99	
												Health Insurance 293.65	
												Dental 10.92	
												Vision 1.75	
												Other	
											3,874.75	1,584.21	2,290.54

Certified Payroll Transcript

Period 6/22/2025 - 6/28/2025
 Job: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue
 Contract: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue

Job Totals	Hours	***** Weekly Totals *****							Project Amounts	(Week Ending 6/28/25)		
		Sun	Mon	Tue	Wed	Thu	Fri	Sat		Total	Gross	Net Pay
	Regular Hours	0.00	40.50	30.50	0.00	0.00	0.00	0.00	3,763.00	Fed W/H Tax	4,494.56	
	Overtime	0.00	0.00	1.00	0.00	0.00	0.00	0.00	95.46	Medicare	384.27	
	Certified Fringes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,837.27	Social Security	1,643.07	
	Certified Fringes Adc	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.81	NJ State W/H T	1,409.95	
								Other Taxable	0.00	SUTA - Employ		
								Other Non Taxable	0.00	State Dis. - Emi	63.65	
								Project Total	6,704.54	FMLA	91.33	
										401K - Tradition	1,893.90	
										401K - Roth	244.22	
										401K Loan Pay	52.00	
										Health Insuranc	1,118.27	
										Dental	44.79	
										Vision	6.40	
										Voluntary Life Ir	13.93	
										Long/Short Vol	15.73	
										Other		
										27,670.68	11,476.07	16,194.61

Date 7/3/2025

I, Jessica Cancel (Name of Signatory Party) Payroll Bookkeeper (Title)

do hereby state:

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH ☒ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(1) That I pay or supervise the payment of the persons employed by EARLE ASPHALT COMPANY on the _____ (Contractor or Subcontractor)

Job: 25058. Barnegat Twp - Improvements to Petrusburg Water Avenue; that during the payroll period commencing on the 22 day of June, 2025, and ending the 28 day of June, 2025 Week #: 30

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

EARLE ASPHALT COMPANY (Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. §3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.


(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS ☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	

NAME AND TITLE Jessica Cancel Payroll Bookkeeper	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Certified Payroll Transcript

Period 7/6/2025 - 7/12/2025
Job: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue
Contract: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue

***** Weekly Totals ***** (Week Ending 7/12/25)											
Employee	Work Classification (Craft/Class)	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Rate	Project Amounts
Alvino, Matthew - 2504 xxx-xx-6567 M/EX: S/O Race/Sex: W/M EEO: Check #: 0712251	Foreman / Foreman - M. Alvino	0.00	0.00	0.00	0.00	7.00	0.00	0.00	7.00	95.330	667.31
	Foreman / Foreman - M. Alvino	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00	142.995	143.00
						Other Taxable					0.00
						Other Non Taxable					0.00
						Project Total					810.31
										Fed W/H Tax	673.84
										Medicare	59.77
										Social Security	255.57
										NJ State W/H T	200.66
										SUTA - Employ	
										State Dis. - Em	9.48
										FMLA	13.61
										401K - Traditor	618.33
										Other	
											4,122.22
											1,831.26
											2,290.96
Felix Jr., Charles - 3088 xxx-xx-1236 M/EX: M/O Race/Sex: B/M EEO: Check #: 0712251	Foreman / Foreman - C. Felix, Jr.	0.00	4.00	0.00	0.00	6.50	0.00	0.00	10.50	96.990	1,018.40
						Other Taxable					0.00
						Other Non Taxable					0.00
						Project Total					1,018.40
										Fed W/H Tax	776.07
										Medicare	68.56
										Social Security	293.16
										NJ State W/H T	233.12
										SUTA - Employ	
										State Dis. - Em	10.88
										FMLA	15.60
										401K - Traditor	189.13
										Other	
											4,728.27
											1,586.52
											3,141.75

Certified Payroll Transcript

Period 7/6/2025 - 7/12/2025
 Job: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue
 Contract: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue

***** Weekly Totals ***** (Week Ending 7/12/25)											*****			
Employee	Work Classification (Craft/Class)	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Rate	Project Amounts	Total Gross	Deductions	Net Pay
Hartman, Anthony - 2515 xxx-xx-7872 M/EX: S/O Race/Sex: W/M EEO: Check #: 0712251	Operator / Sweep/Broom Operator	0.00	0.00	0.00	0.00	4.00	0.00	0.00	4.00	56.590	226.36	Fed W/H Tax	1,709.96	
	Operator / Sweep/Broom Operator	0.00	0.00	0.00	0.00	4.00	0.00	0.00	4.00	84.885	339.54	Medicare	96.88	
	Operator / Sweep/Broom Operator	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.200	80.80	Social Security	414.27	
	Operator / Sweep/Broom Operator	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.400	323.20	NJ State W/H T	423.12	
								Other Taxable			0.00	SUTA - Employ		
								Other Non Taxable			0.00	State Dis. - Emj	15.37	
								Project Total			969.90	FMLA	22.05	
												401K Loan Pay	178.64	
												401K Loan Pay	216.41	
												Other		
											6,681.91	3,076.70	3,605.21	
Hindermeyer, Kenneth - 3592 xxx-xx-5273 M/EX: S/O Race/Sex: W/M EEO: Check #: 0712251	Laborer / Common/Basic Laborer	0.00	4.00	0.00	0.00	5.50	0.00	0.00	9.50	50.950	484.03	Fed W/H Tax	742.95	
	Laborer / Common/Basic Laborer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.130	371.74	Medicare	63.75	
								Other Taxable			0.00	Social Security	272.61	
								Other Non Taxable			0.00	NJ State W/H T	232.39	
								Project Total			855.77	SUTA - Employ		
												State Dis. - Emj	10.11	
												FMLA	14.51	
												401K - Tradition	439.69	
												Other		
												4,396.93	1,776.01	2,620.92

Certified Payroll Transcript

Period 7/6/2025 - 7/12/2025
 Job: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue
 Contract: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue

***** Weekly Totals ***** (Week Ending 7/12/25)														
Employee	Work Classification (Craft/Class)	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Rate	Project Amounts	Total Gross	Deductions	Net Pay
Pilato, Thomas - 3177 xxx-xx-3303 M/EX: S/O Race/Sex: W/M EEO: Check #: 0712251	Laborer / Common/Basic Laborer	0.00	0.00	0.00	0.00	7.00	0.00	0.00	7.00	50.950	356.65	Fed W/H Tax	467.85	
	Laborer / Common/Basic Laborer	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00	76.425	76.43	Medicare	48.73	
	Laborer / Common/Basic Laborer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.130	313.04	Social Security	208.39	
								Other Taxable			0.00	NJ State W/H T	173.60	
								Other Non Taxable			0.00	SUTA - Employ		
								Project Total			746.12	State Dis. - Emj	8.44	
												FMLA	12.10	
												401K - Tradition	550.12	
												Health Insuranc	293.65	
												Dental	10.92	
											Vision	1.75		
											Other			1,891.90
												3,667.45	1,775.55	
Sias, Warren - 1043 xxx-xx-1467 M/EX: M/3 Race/Sex: W/M EEO: Check #: 0712251	Operator / Comb Backhoe (A-Frame) Operal	0.00	0.00	0.00	0.00	7.00	0.00	0.00	7.00	60.130	420.91	Fed W/H Tax	537.29	
	Operator / Comb Backhoe (A-Frame) Operal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.400	282.80	Medicare	59.68	
								Other Taxable			0.00	Social Security	255.21	
								Other Non Taxable			0.00	NJ State W/H T	188.01	
								Project Total			703.71	SUTA - Employ		
												State Dis. - Emj	9.57	
												FMLA	13.73	
												401K - Tradition	208.02	
												401K Loan Pay	400.00	
												401K Loan Pay	94.37	
											Dental	38.99		
											Vision	5.12		
											Voluntary Life li	27.86		
											Other			2,322.58
												4,160.43	1,837.85	

Certified Payroll Transcript

Period 7/6/2025 - 7/12/2025
 Job: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue
 Contract: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue

*****Weekly Totals ***** (Week Ending 7/12/25)													
Employee	Work Classification (Craft/Class)	Hours							Project Amounts	Total Gross	Deductions	Net Pay	
		Sun	Mon	Tue	Wed	Thu	Fri	Sat					Total
Sieb, Richard - 3097 xxx-xx-0734 M/EX: S/O Race/Sex: W/M EEO: Check #: 0712251	Laborer / Common/Basic Laborer	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.50	50.950	25.48	Fed W/H Tax	804.49
	Operator / Excavator Operator (Backhoe)	0.00	3.50	0.00	0.00	5.50	0.00	0.00	9.00	61.720	555.48	Medicare	60.62
	Laborer / Common/Basic Laborer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.130	19.57	Social Security	259.22
	Operator / Excavator Operator (Backhoe)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.400	363.60	NJ State W/H T	248.05
									Other Taxable		0.00	SUTA - Employ	
									Other Non Taxable		0.00	State Dis. - Em	9.62
									Project Total		964.13	FMLA	13.79
												Other	
											4,180.91	1,395.79	2,785.12
Stapon, Aaron W. - 1107 xxx-xx-4846 M/EX: S/O Race/Sex: W/M EEO: Check #: 0712251	Operator / Miller/Rdwy Grinder Operator	0.00	0.00	0.00	0.00	6.00	0.00	0.00	6.00	61.720	370.32	Fed W/H Tax	374.99
	Operator / Miller/Rdwy Grinder Operator	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.400	242.40	Medicare	36.45
									Other Taxable		0.00	Social Security	155.87
									Other Non Taxable		0.00	NJ State W/H T	116.22
									Project Total		612.72	SUTA - Employ	
												State Dis. - Em	5.87
												FMLA	8.43
												401K - Traditor	255.30
												Dental	38.99
												Other	
										2,553.00	992.12	1,560.88	

Certified Payroll Transcript

Period 7/6/2025 - 7/12/2025
Job: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue
Contract: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue

*****Weekly Totals ***** (Week Ending 7/12/25)											
*****Hours*****											
Employee	Work Classification (Craft/Class)	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Rate	Project Amounts
Torres III, Vincent - 3060	Carpenter / Carpenter Apprentice (TS)	0.00	3.50	0.00	0.00	0.00	0.00	0.00	3.50	57.420	200.97
xxx-xx-8026 M/EX: S/O	Operator / Frontend Loader Operator 1 Yd	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.50	58.220	29.11
Race/Sex: H/M	Carpenter / Carpenter Apprentice (TS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34.600	121.10
Carpenter	Operator / Frontend Loader Operator 1 Yd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.400	20.20
Carpenter Apprentice (TS)									Other Taxable		0.00
EEO:									Other Non Taxable		0.00
Check #: 0712251									Project Total		371.38
									FMLA		4.38
									401K - Traditor		53.19
									401K Loan Pay		70.00
									401K Loan Pay		130.00
									Dental		10.92
									Vision		1.75
									Other		
									1,329.63	537.04	792.59

Certified Payroll Transcript

Period 7/6/2025 - 7/12/2025
Job: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue
Contract: 25058. Barnegat Twp - Improvements to Pennsylvania Avenue

***** Weekly Totals *****													
Job Totals	Hours	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Project Amounts	Total Gross	Deductions	Net Pay
		(Week Ending 7/12/25)											
	Regular Hours	0.00	16.00	0.00	0.00	48.50	0.00	0.00	64.50	4,355.02	Fed W/H Tax	6,204.20	
	Overtime	0.00	0.00	0.00	0.00	6.00	0.00	0.00	6.00	558.97	Medicare	513.54	
	Certified Fringes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,138.45	Social Security	2,195.95	
								Other Taxable		0.00	NJ State W/H T	1,861.40	
								Other Non Taxable		0.00	SUTA - Employ		
								Project Total		7,052.44	State Dis. - Em	82.40	
											FMLA	118.20	
											401K - Traditor	2,313.78	
											401K Loan Pay	648.64	
											401K Loan Pay	440.78	
											Health Insuranc	293.65	
											Dental	99.82	
											Vision	8.62	
											Voluntary Life Ir	27.86	
											Other		
											35,820.75	14,808.84	21,011.91

Date 7/17/2025

I, Jessica Cancel (Name of Signatory Party) Payroll Bookkeeper (Title)

do hereby state:

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH ☒ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(1) That I pay or supervise the payment of the persons employed by EARLE ASPHALT COMPANY on the _____ (Contractor or Subcontractor)

Job: 25058. Barnegat Twp - Improvements to Pelican Bay Water Avenue; that during the payroll period commencing on the 6 day of July, 2025, and ending the 12 day of July, 2025 Week #: 32

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

EARLE ASPHALT COMPANY
(Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. §3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS ☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	

NAME AND TITLE Jessica Cancel Payroll Bookkeeper	SIGNATURE <u>Jessica S. Cancel</u>
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

RESOLUTION 2025-347

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING CHANGE ORDER AND FINAL PAYMENT #4 AND ACCEPTANCE OF MAINTENANCE BOND AND REALEASE OF PERFORMANCE BOND TO SUB-LEVEL INSTALLATIONS INC. FOR THE 4TH STREET PUMP STATION IMPROVEMENTS PROJECT

WHEREAS, Sub-Level Installations, Inc., 240 W. 22nd Street, Ship Bottom, NJ 08008, has previously been awarded a contract for the 4th Street Pump Station Improvements project for the total contract amount of \$268,050.00; and

WHEREAS, Sub-Level Installations, Inc, has submitted change order and a voucher for Final Payment #4 in the amount of \$36,374.64 for work completed to date; and

WHEREAS, the Project Engineer of Richard A. Alaimo Associates issued a review memorandum dated August 28, 2025, a copy of which is attached hereto and made a part hereof, recommending approval of contract Change Order in the amount of \$20,706.00 and final payment #4 in the amount of \$36,374.64; and

WHEREAS, the Contractor has also provided the two-year maintenance bond with an expiration date of August 26, 2027; and

WHEREAS, the Township's Consulting Engineer, Alaimo Group recommends approval of the Change Order and Final Contract Payment which results in an increase in the final contract price to \$288,756.00 which is a 7.7% contract increase; and

WHEREAS, the Township Committee of The Township of Barnegat, County of Ocean, State of New Jersey authorizes Change Order and Final Payment #4, in the amount of \$36,374.64 and the Chief Financial Officer is hereby authorized to issue a check to Sub-Level Installations, Inc., 240 W. 22nd Street, Ship Bottom, NJ 08008 in the amount of \$36,374.64 representing Final Payment #4 for work completed to date on the 4th Street Pump Station Improvements project

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

4-09-55-500-700 \$

W-08-55-624-014 \$
Line Item(s)

Thomas Lombarski, CFO

THEREFORE, BE IT RESOLVED on this 7th day of October, 2025, by the Mayor and Township Committee as follows:

1. The Township hereby authorizes Change Order in the amount of \$20,706.00 and Final Payment #4 in the amount of \$36,374.64 representing a contract increase of 7.7%.
2. The Township accepts the Two-Year Maintenance Bond and discharges the Performance Bond

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 7th day of October, 2025.

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

August 28, 2025

Ms. Donna M. Manno, Municipal Clerk
Township of Barnegat
900 West Bay Avenue
Barnegat, New Jersey 08005

Re: Township of Barnegat
4th Street Pump Station Improvements
**Current Estimate No. 4 – Final and
Change Order No. 1**
Contract No. 2024-1
Our File No. A-0370-0013-002

Dear Ms. Manno:

Please find enclosed Voucher, Contract Change Order in the amount of \$20,706.00 and Current Estimate No. 4 – Final in the amount of \$36,374.64 payable to Sub-Level Installations, Inc. for work performed on the above captioned project. Also included is the contractor's 2-year maintenance bond. Full release of waivers and liens. 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 \$288,756.00 which is 7.7% above the awarded contract price of \$268,050.00. The increase in price was a result of the following items:

#2	Cleaning and epoxy wet well, 225 LF @\$60.00/LF =	\$13,500.00
#4	Type "A" concrete repair, 180 SF @ \$50.00/LF =	\$9,000.00
#9	Contingency Allowance, 32.6% Allowance =	\$3,256.00

- Consulting Engineers -

Civil • Structural • Mechanical • Electrical • Environmental • Planners

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

#5	Type "B" concrete repair, (20) SF @ \$100.00/SF =	(\$2,000.00)
#6	Type "C" concrete repair, (50) SF @ \$1.00/SF =	(\$50.00)
#7	Crack repairs, (100) LF @ \$30.00/LF =	(\$3,000.00)

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: Michael Bowe, Sub-Level Installations, Inc.
Martin J. Lisella, Jr., Administrator, Township of Barnegat
Christopher J. Dasti, Esquire, Solicitor, Township of Barnegat
Thomas Lombarski, Chief Financial Officer, Township of Barnegat
Kurt Otto, P.E., C.M.E., C.F.M., Engineer, Township of Barnegat
David Dunmyer, Senior Project Manager, Alaimo Group
Nate Vizzi, Chief Field Representative, Alaimo Group



TOWNSHIP OF BARNEGAT

900 WEST BAY AVENUE
BARNEGAT, NEW JERSEY 08005
TEL (609) 698-0080

VOUCHER

VENDOR # _____

PAYABLE
TO

Sub-Level Installations, Inc.
240 W. 22nd Street
Ship Bottom, NJ 08008

N.J. SALES TAX I.D.# 21-6001267
Exempt from Sales Tax by
State Statute 54:32B-9A1

DATE	DESCRIPTION	AMOUNT
	FOR PROFESSIONAL SERVICES RENDERED TO THE TWP. OF BARNEGAT	
August 26, 2025	AS PER ATTACHED INVOICE # <u>Current Estimate No. 4</u>	
	RE: <u>4th Street Pump Station Improvements</u>	
	MONTH OF : <u>period ending May 29, 2025</u>	
	TOTAL	\$36,374.64

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of the claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

SIGNATURE Michael Bowe/President

August 28, 2025

DATE

Space Below To Be Filled Out By Municipal Officials - OFFICER'S OR EMPLOYEE'S CERTIFICATION

I hereby certify that the articles above specified have been received or services performed; that the quantity noted is correct, and the quality is as specified, except as noted above.

Signature - Receiving Agent _____ Date _____

APPROPRIATIONS OR ACCOUNTS CHARGED

PAYMENT AUTHORIZED

The above claim was ordered paid at a meeting held.

Date _____

Municipal
Clerk _____

PAYMENT RECORD

Date _____

Check No. _____

APPROVED BY:

PAYMENT VOUCHER - SIGN AT X AND RETURN FOR PAYMENT

Alaimo Group
Consulting Engineers
200 High Street
Mount Holly, NJ 08060

CONTRACT CHANGE ORDER

Date: August 26, 2025

No.: 1

To: Sub-Level Installations, Inc.
240 W 22nd Street
Ship Bottom, NJ 08008

Project 4th Street Pump Station Improvements
Project No. A-0370-0013-002
Contract No. 2024-1
Location Barnegat Township

In accordance with NJAC 5:34-4 et. seq. and with the provisions of the Standard Specifications for the above Contract, you are hereby advised of the following changes in the Contract quantities, or in the case of supplementary work, you agree to its performance by your firm at the prices stated.

Nature and Reason of Change:

Field Quantity Adjustments

2)	Cleaning and epoxy wet well	225	SF	\$60.00	\$13,500.00
4)	Type "A" concrete repair	180	SF	\$50.00	\$9,000.00
5)	Type "B" concrete repair	-20	SF	\$100.00	(\$2,000.00)
6)	Type "C" concrete repair	-50	SF	\$1.00	(\$50.00)
7)	Crack repairs	-100	LF	\$30.00	(\$3,000.00)
9)	Contingency Allowance	32.6%	AL	\$10,000.00	<u>\$3,256.00</u>

TOTAL CHANGE ORDER NO. 1 \$20,706.00

Amount of Original Contract \$268,050.00

Amount of Contract with Previous Change Orders Adjustment \$268,050.00

Adjustment Based on Change Order No. 1 \$20,706.00

Adjusted Contract Total \$288,756.00

Adjusted Contract Percent Increase/Decrease 7.7%

The time provided for completion in the Contract is 0 calendar days. This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto. The Contractor waives any claim for additional compensation for this work.

ACCEPTED:

Contractor Michael Bowe/President

Richard C. Drewes
Engineer

Owner

Date: August 28, 2025

Date: August 26, 2025

Date:

FULL RELEASE AND WAIVER OF LIENS

WHEREAS, the undersigned is a subcontractor, supplier or other person furnishing work, services, materials or 4th Street Pump Station Improvements, Barnegat, NJ furtherance of that certain (PROJECT NAME) sponsored by the (OWNER) (hereinafter referred to as "Owner").

Receipt is acknowledged of \$ 22,057.32, which represents full payment, for work, services, materials and/or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 et seq. relating to this Project, to the extent of \$ 22,057.32.

We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials for the Project to-date.

In addition, the undersigned warrants: (a) that any claims for payment for work, services, materials and/or equipment furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned; (b) that all laborers, subcontractors and suppliers of the undersigned who have furnished work, services, materials and/or equipment in the construction or repair of the aforesaid real estate and improvements have been fully paid and that none of such laborers, subcontractors or suppliers have or will have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Full Release and Waiver of Liens this

18th day of July, 2025

Paid to date: \$ 22,057.32

NAME OF SUBCONTRACTOR/SUPPLIER: Rain For Rent

By: [Signature]

Title: Assistant Credit Manager, Kashi Meadows

FULL RELEASE AND WAIVER OF LIENS

WHEREAS, the undersigned is a subcontractor, supplier or other person furnishing work, services, materials or 4th Street Pump Station Improvements, Barnegat, NJ furtherance of that certain (PROJECT NAME) sponsored by the (OWNER) (hereinafter referred to as "Owner").

Receipt is acknowledged of \$ 15,315.68 which represents full payment, for work, services, materials and/or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 *et seq.* relating to this Project, to the extent of \$ 15,315.68.

We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials for the Project to-date.

In addition, the undersigned warrants: (a) that any claims for payment for work, services, materials and/or equipment furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned; (b) that all laborers, subcontractors and suppliers of the undersigned who have furnished work, services, materials and/or equipment in the construction or repair of the aforesaid real estate and improvements have been fully paid and that none of such laborers, subcontractors or suppliers have or will have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Full Release and Waiver of Liens this

16 day of July, 2025

Paid to date: \$ 15,315.68.

NAME OF SUBCONTRACTOR/SUPPLIER: Endress+Hauser, Inc.

By: Megan A. Dettle

Title: Credit Analyst

FULL RELEASE AND WAIVER OF LIENS

WHEREAS, the undersigned is a subcontractor, supplier or other person furnishing work, services, materials or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 *et seq.* relating to this Project, to the extent of \$ 7,450.00.

Receipt is acknowledged of \$ 7,450.00, which represents full payment, for work, services, materials and/or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 *et seq.* relating to this Project, to the extent of \$ 7,450.00.

We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials for the Project to-date.

In addition, the undersigned warrants: (a) that any claims for payment for work, services, materials and/or equipment furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned; (b) that all laborers, subcontractors and suppliers of the undersigned who have furnished work, services, materials and/or equipment in the construction or repair of the aforesaid real estate and improvements have been fully paid and that none of such laborers, subcontractors or suppliers have or will have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Full Release and Waiver of Liens this

7 day of JULY, 2025

Paid to date: \$ 7,450.00

NAME OF SUBCONTRACTOR/SUPPLIER: ABS Electric, Inc.

By: [Signature]

Title: PRESIDENT

FULL RELEASE AND WAIVER OF LIENS

WHEREAS, the undersigned is a subcontractor, supplier or other person furnishing work, services, materials or 4th Street Pump Station Improvements, Barnegat, NJ furtherance of that certain (PROJECT NAME) sponsored by the (OWNER) (hereinafter referred to as "Owner").

Receipt is acknowledged of \$ 71,078.75, which represents full payment, for work, services, materials and/or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 *et seq.* relating to this Project, to the extent of \$ 71,078.75.

We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials for the Project to-date.

In addition, the undersigned warrants: (a) that any claims for payment for work, services, materials and/or equipment furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned; (b) that all laborers, subcontractors and suppliers of the undersigned who have furnished work, services, materials and/or equipment in the construction or repair of the aforesaid real estate and improvements have been fully paid and that none of such laborers, subcontractors or suppliers have or will have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Full Release and Waiver of Liens this

26th day of June, 2025

Paid to date: \$ 71,078.75

NAME OF SUBCONTRACTOR/SUPPLIER: SWERP INC.

By: Shawn Bailey

Title: President

PERFORMANCE AND TWO-YEAR MAINTENANCE BOND
CONTRACT NO. 2024-1

BOND NO. ASA1987-398-0046

Know all men by these presents, that we, the undersigned Sub-Level Installations, Inc.
as principal and Hudson Insurance Company as sureties, are hereby held and
firmly bound unto Township of Barnegat in the penal sum of
\$268,050.00 dollars, for the payment of which well and truly to be made, we
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
assigns.

Signed this 18th day of December, 2024.

The condition of the above obligation is such that whereas, the above named principal did on the
18th day of December, 2024, enter into a contract with
Township of Barnegat, which said contract is made a part of this the bond the
same as though set forth herein;

Now, if the said Sub-Level Installations, Inc. shall well and faithfully do and
perform the things agreed by Township of Barnegat to be done and performed
according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined
in N.J.S.A. 2A:44-143 for labor performed or materials, provisions, provender or other supplies
or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying
forward, performing or completing of said contract, we agreeing and assenting that this
undertaking shall be for the benefit of any beneficiary as defined in N.J.S.A. 2A:44-143 having a
just claim, as well as for the obligee herein; and shall continue said obligation for two years from
the date of completion and acceptance of the work to be performed under the said contract to
guarantee against defects in the work which, in the judgment of the obligee or its successors or
assigns having jurisdiction in the premises, are caused by defective or inferior materials and/or
workmanship; then this obligation shall be void; otherwise the same shall remain in full force
and effect; it being expressly understood and agreed that the liability of the surety for any and all
claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to
the terms of the said contract or in or to the plans or specifications therefore shall in anywise
affect the obligation of said surety on its bond.

The Principal and the Surety agree that in case of default in and/or any action arising out of this Bond, the Oblige or any person, association, partnership and/or corporation who shall be entitled to institute and maintain an action upon this Bond, as above provided, may use, for the purposes of the establishment of the claim, a copy of this Bond, duly certified by the Oblige to be true and correct; and the Principal and the Surety agree that any action instituted upon any part of this Bond shall not be a bar to any subsequent action upon the same part or any other part of this Bond.

Each reference in this Bond to the Oblige shall also include the officers, employees and representatives of said Oblige.

It is the intention of the parties hereto to be legally bound by this instrument.

IN WITNESS WHEREOF THE said Principal and Surety have duly executed this Bond in triplicate under seal and day and year first above written.

SIGNED, SEALED AND DATED THIS 18th day of
December, 2024.

Attest:



Kathleen Bowe
Secretary

Sub-Level Installations, Inc.

Principal

By:  (L.S.)

Michael Bowe/President
Title of Officer

(SEAL)

Hudson Insurance Company
Surety

100 William Street
Address

New York, New York 10038

By:  (L.S.)

Karen A. Haskell
Attorney In Fact

Title of Office

(SEAL)

Attest:



Secretary *Witness*

BARNEGAT TOWNSHIP
Contract No. 2024-1

A-0370-0013-002/S3015
November 2024

**Performance and
Maintenance Bond**
00 61 00 -2



ASA1987-398-0046

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

David M. Miller, Susan J. Miller, Karen A. Haskell, Brian J. Blaston, Lorraine M. Kosyla, Denise L. Matias
of the State of New Jersey

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 6th day of September, 20 22 at New York, New York.



Attest
Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 6th day of September, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order

(Notarial Seal)



ANN MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force

Witness the hand of the undersigned and the seal of said Corporation this

18th day of December, 20 24



By
Dina Daskalakis
Corporate Secretary

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have certification from U.S. Security of the Treasury in accordance with 31 U.S.C. § 9305)

Hudson Insurance Company ("HIC"), surety on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the insurance of the attached bond is in the following amount(s) as of the calendar year ended December 31, 2023 (*most recent calendar year for which capital and surplus amounts are available*), which amounts have been audited by PricewaterhouseCoopers LLP, PricewaterhouseCoopers Center, 300 Madison Avenue, New York, NY 10017. The Annual Statement is on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

Surety Company

Hudson Insurance Company

Capital and Surplus

\$679,887,955

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2023 (*most recent calendar year available*) is as follows:

Surety Company

Hudson Insurance Company

Underwriting Limitation

\$67,989,000 (effective 07/01/2024)

\$60,537,000 (effective 07/01/2023)

(4) The amount of the bond to which this statement and certification is attached is ~~\$288,050.00~~.....

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) above, then for each such contract of reinsurance:

(a) The name and address of each reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

Reinsurer

Address

Amount

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993,c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent
for each surety on the bond)

I, Rory A. Rose, as Senior Vice President and Chief Financial Officer for Hudson Insurance Company, a corporation domiciled in Delaware, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

Hudson Insurance Company

By:

DocuSigned by:

Rory A. Rose
Rory A. Rose

Senior Vice President & Chief Financial
Officer

Dated: July 18, 2024

ASSETS

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County, Certified in New York
Commission Expires December 10, 2025

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

TO OWNER:
TOWNSHIP OF BARNEGAT
900 WEST BAY AVENUE
BARNEGAT, NJ 08005
FROM CONTRACTOR:
SUB-LEVEL INSTALLATIONS, INC.
240 W 22ND STREET
SHIP BOTTOM, NJ 08008

PROJECT:
4TH ST PUMP STATION IMPROVEMENTS
CONTRACT 2024-1
VIA ARCHITECT:
ALAIMO GROUP
200 HIGH STREET
MOUNT HOLLY, NJ 08060

APPLICATION #: 4 - FINAL
PERIOD TO: 05/29/25
PROJECT NOS: 2024-1
CONTRACT DATE: 01/10/25

Owner
Const. Mgr
Architect
Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM-----	\$ 268,050.00
2. Net change by Change Orders-----	\$ 20,706.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 288,756.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$ 288,756.00

5. RETAINAGE:	
a. of Completed Work (Columns D+E on Continuation Sheet)	\$
b. of Stored Material (Column F on Continuation Sheet)	\$
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----)	\$ 288,756.00

6. TOTAL EARNED LESS RETAINAGE-----	\$ 252,381.36
(Line 4 less Line 5 Total)	\$ 36,374.64
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$
8. CURRENT PAYMENT DUE-----	\$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$20,706.00	
Total approved this Month		
TOTALS	\$20,706.00	
NET CHANGES by Change Order	\$20,706.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this 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 therein is now due

CONTRACTOR:
By: Michael Bowe/President Date: 7/21/25

State of: NJ
County of: OCEAN

Subscribed and sworn to before me this 21st day of July, 2025

Notary Public: Kathleen S. Bowe
My Commission expires: April 23, 2029

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising 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 -----
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Date:

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 of Contractor under this Contract

CONTINUATION SHEET

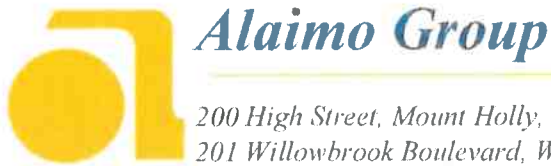
Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

PROJECT:
4TH ST PUMP STATION IMPROVEMENTS
CONTRACT 2024-1

APPLICATION NUMBER: 4 - FINAL
APPLICATION DATE: 07/21/25
PERIOD TO: 29-May-25
ARCHITECTS PROJECT NO: 2024-1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Completed And Stored To Date (D + E + F)	% (G/C)		
1	MOBILIZATION	15,000.00	15,000.00			15,000.00	100%		
2	CLEANING AND COATING WET WELL	120,000.00	120,000.00	13,500.00		133,500.00	111%	(13,500.00)	
3	BYPASS PUMPING	45,000.00	40,000.00	5,000.00		45,000.00	100%		
4	CONCRETE REPAIR TYPE "A" 400 SF	20,000.00	20,000.00	9,000.00		29,000.00	145%	(9,000.00)	
5	CONCRETE REPAIR TYPE "B" 50 SF	5,000.00	3,000.00			3,000.00	60%	2,000.00	
6	CONCRETE REPAIR TYPE "C" 50 SF	50.00				50.00		50.00	
7	CRACK REPAIR 100 LF	3,000.00				3,000.00		3,000.00	
8	SUPPLY/INSTALL FLOWMETER	50,000.00	50,000.00			50,000.00	100%		
9	CONTINGENCY ALLOWANCE	10,000.00	9,532.00	3,724.00		13,256.00	133%	(3,256.00)	
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SUBTOTALS PAGE 2		268,050.00	257,532.00	31,224.00		288,756.00	108%	(20,706.00)	



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

August 28, 2025



Ms. Donna M. Manno, Municipal Clerk
Township of Barnegat
900 West Bay Avenue
Barnegat, New Jersey 08005

Re: Township of Barnegat
4th Street Pump Station Improvements
**Current Estimate No. 4 – Final and
Change Order No. 1**
Contract No. 2024-1
Our File No. A-0370-0013-002

Dear Ms. Manno:

Please find enclosed Voucher, Contract Change Order in the amount of \$20,706.00 and Current Estimate No. 4 – Final in the amount of \$36,374.64 payable to Sub-Level Installations, Inc. for work performed on the above captioned project. Also included is the contractor's 2-year maintenance bond. Full release of waivers and liens. 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 \$288,756.00 which is 7.7% above the awarded contract price of \$268,050.00. The increase in price was a result of the following items:

#2	Cleaning and epoxy wet well, 225 LF @\$60.00/LF =	\$13,500.00
#4	Type "A" concrete repair, 180 SF @ \$50.00/LF =	\$9,000.00
#9	Contingency Allowance, 32.6% Allowance =	\$3,256.00

- Consulting Engineers -

Civil • Structural • Mechanical • Electrical • Environmental • Planners

Ms. Donna M. Manno,
Municipal Clerk

- 2 -

August 28 2025

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

#5	Type "B" concrete repair, (20) SF @ \$100.00/SF =	(\$2,000.00)
#6	Type "C" concrete repair, (50) SF @ \$1.00/SF =	(\$50.00)
#7	Crack repairs, (100) LF @ \$30.00/LF =	(\$3,000.00)

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

Very truly yours,

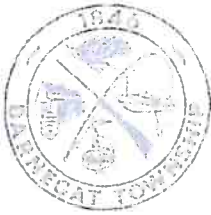
ALAIMO GROUP



Richard E. Drewes, P.E.,
Associate

RED/dal
Enclosure

cc: Michael Bowe, Sub-Level Installations, Inc.
Martin J. Lisella, Jr., Administrator, Township of Barnegat
Christopher J. Dasti, Esquire, Solicitor, Township of Barnegat
Thomas Lombarski, Chief Financial Officer, Township of Barnegat
Kurt Otto, P.E., C.M.E., C.F.M., Engineer, Township of Barnegat
David Dunmyer, Senior Project Manager, Alaimo Group
Nate Vizzi, Chief Field Representative, Alaimo Group



TOWNSHIP OF BARNEGAT
900 WEST BAY AVENUE
BARNEGAT, NEW JERSEY 08005
TEL (609) 698-0080

VOUCHER

VENDOR # _____

PAYABLE
TO

Sub-Level Installations, Inc.
240 W. 22nd Street
Ship Bottom, NJ 08008

N.J. SALES TAX I.D.# 21-6001267
Exempt from Sales Tax by
State Statute 54:32B-9A1

DATE	DESCRIPTION	AMOUNT
August 26, 2025	FOR PROFESSIONAL SERVICES RENDERED TO THE TWP. OF BARNEGAT AS PER ATTACHED INVOICE # <u>Current Estimate No. 4</u> RE: <u>4th Street Pump Station Improvements</u> MONTH OF : <u>period ending May 29, 2025</u>	
	TOTAL	\$36,374.64

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of perjury that the within bill is correct in all particulars, that all articles have been furnished or services rendered as stated therein, that no portion has been given or received by any person or persons with the knowledge of the claimant in connection with the above claim, that the amount therein stated is justly earned and owing, and that the amount charged is reasonable and due.

X

SIGNATURE

Michael Bowe/President

August 28, 2025

DATE

Space Below To Be Filled Out By Municipal Officials - OFFICER'S OR EMPLOYEE'S CERTIFICATION

I hereby certify that the articles above specified have been received or services performed, that the quantity noted is correct, and the quality is as specified, except as noted above.

Signature - Receiving Agent

Date

9/8/25

APPROPRIATIONS OR ACCOUNTS CHARGED

PAYMENT AUTHORIZED

The above claim was ordered paid at a meeting held:

Date

Municipal
Clerk

PAYMENT RECORD

Date

Check No.

APPROVED BY:

PAYMENT VOUCHER - SIGN AT Y AND RETURN FOR PAYMENT

Alaimo Group
Consulting Engineers
200 High Street
Mount Holly, NJ 08060

CONTRACT CHANGE ORDER

Date: August 26, 2025

No.: 1

To: Sub-Level Installations, Inc.
240 W 22nd Street
Ship Bottom, NJ 08008

Project 4th Street Pump Station Improvements
Project No. A-0370-0013-002
Contract No. 2024-1
Location Barnegat Township

In accordance with NJAC 5:34-4 et. seq. and with the provisions of the Standard Specifications for the above Contract, you are hereby advised of the following changes in the Contract quantities, or in the case of supplementary work, you agree to its performance by your firm at the prices stated

Nature and Reason of Change:

Field Quantity Adjustments

2)	Cleaning and epoxy wet well	225	SF	\$60.00	\$13,500.00
4)	Type "A" concrete repair	180	SF	\$50.00	\$9,000.00
5)	Type "B" concrete repair	-20	SF	\$100.00	(\$2,000.00)
6)	Type "C" concrete repair	-50	SF	\$1.00	(\$50.00)
7)	Crack repairs	-100	L.F	\$30.00	(\$3,000.00)
9)	Contingency Allowance	32.6%	AL	\$10,000.00	<u>\$3,256.00</u>

TOTAL CHANGE ORDER NO. 1 \$20,706.00

Amount of Original Contract \$268,050.00

Amount of Contract with Previous Change Orders Adjustment \$268,050.00

Adjustment Based on Change Order: No. 1 \$20,706.00

Adjusted Contract Total \$288,756.00

Adjusted Contract Percent Increase/Decrease 7.7%

The time provided for completion in the Contract is 0 calendar days. This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto. The Contractor waives any claim for additional compensation for this work.

ACCEPTED:

Contractor Michael Bowe/President

Richard C. Drewes

Engineer

Owner

Date: August 28, 2025

Date: August 26, 2025

Date: 9/3/25

RICHARD A. ALAIMO ASSOCIATES 200 High Street Mount Holly, NJ 08060		CURRENT ESTIMATE		Project No.: A-0370-0013-002 Contract No: 2024-1	Period Ending: May 29, 2025 Estimate #: 4 - Final Estimate Date: August 26, 2025
Project: 4th Street Pump Station Improvements Owner: Township of Barnegat 900 West Bay Avenue Barnegat, NJ 08005		Contractor: Sub-Level Installations, Inc. 240 W. 22nd Street Ship Bottom, NJ 08008		Start Date: March 18, 2025 Time for Completion: 45 Calendar Days Completion Date: May 2, 2025 Base Contract Amount: \$268,050.00	

Item No.	Description	Contract Price		Previous Payments		Current Payment		Work Completed to Date	
		Quantity	Unit Price	Extended Price	Quantity	Amount	Quantity	Amount	Quantity
1	Mobilization	1 LS	\$15,000.00	\$15,000.00	100%	\$15,000.00	0%	\$0.00	100%
2	Cleaning and epoxy wet well	2,000 SF	\$60.00	\$120,000.00	2,000	\$120,000.00	225	\$13,500.00	2,225
3	Temporary bypass pumping (4th Street)	1 LS	\$45,000.00	\$45,000.00	89%	\$40,000.00	11%	\$5,000.00	100%
4	Type "A" concrete repair	400 SF	\$50.00	\$20,000.00	400	\$20,000.00	180	\$9,000.00	580
5	Type "B" concrete repair	50 SF	\$100.00	\$5,000.00	30	\$3,000.00	0	\$0.00	30
6	Type "C" concrete repair	50 SF	\$1.00	\$50.00	0	\$0.00	0	\$0.00	0
7	Crack repairs	100 LF	\$30.00	\$3,000.00	0	\$0.00	0	\$0.00	0
8	Supply and install flow meter	1 LS	\$50,000.00	\$50,000.00	100%	\$50,000.00	0%	\$0.00	100%
9	Contingency allowance	1 AL	\$10,000.00	\$10,000.00	95%	\$9,532.00	37%	\$3,724.00	133%
Change Order No. 1									
Field Quantity Adjustments									
2	Cleaning and epoxy wet well	225 SF	\$60.00	\$13,500.00					
4	Type "A" concrete repair	180 SF	\$50.00	\$9,000.00					
5	Type "B" concrete repair	(20) SF	\$100.00	(\$2,000.00)					
6	Type "C" concrete repair	(50) SF	\$1.00	(\$50.00)					
7	Crack repairs	(100) LF	\$30.00	(\$3,000.00)					
9	Contingency allowance	32.6% AL	\$10,000.00	\$3,256.00					
				\$288,756.00			\$31,224.00		
				\$257,532.00					

Prepared By: DJD/dal Checked By: DJD/dal 100.0% Percent Complete		We hereby certify the foregoing to be a true and correct estimate of the amount and value of work completed to date. Inspector: <i>Daniel Dineen</i> Project Manager/Engineer: <i>Richard E. Dineen</i> Principal Engineer:	Total Due on Contract Items: \$288,756.00 Material Accepted (See Reverse Side): \$0.00 Total Estimate: \$288,756.00 Less 0% Retained: \$0.00 Net Amount Payable This Estimate: \$288,756.00 Less Amount Previously Paid: \$252,381.36 Amount Now Payable: \$36,374.64
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FULL RELEASE AND WAIVER OF LIENS

WHEREAS, the undersigned is a subcontractor, supplier or other person furnishing work, services, materials or 4th Street Pump Station Improvements, Barnegat, NJ furtherance of that certain (PROJECT NAME) sponsored by the (OWNER) (hereinafter referred to as "Owner").

Receipt is acknowledged of \$ 22,057.32, which represents full payment, for work, services, materials and/or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 *et seq.* relating to this Project, to the extent of \$ 22,057.32.

We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials for the Project to-date.

In addition, the undersigned warrants: (a) that any claims for payment for work, services, materials and/or equipment furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned; (b) that all laborers, subcontractors and suppliers of the undersigned who have furnished work, services, materials and/or equipment in the construction or repair of the aforesaid real estate and improvements have been fully paid and that none of such laborers, subcontractors or suppliers have or will have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Full Release and Waiver of Liens this

18th day of July, 2025

Paid in date: \$ 22,057.32

NAME OF SUBCONTRACTOR/SUPPLIER: Rain For Rent

By: [Signature]

Title: Assistant Credit Manager, Kashi Meadows

FULL RELEASE AND WAIVER OF LIENS

WHEREAS, the undersigned is a subcontractor, supplier or other person furnishing work, services, materials or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 *et seq.* relating to this Project, to the extent of \$ 15,315.68.

Receipt is acknowledged of \$ 15,315.68 which represents full payment, for work, services, materials and/or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 *et seq.* relating to this Project, to the extent of \$ 15,315.68.

We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials for the Project to-date.

In addition, the undersigned warrants: (a) that any claims for payment for work, services, materials and/or equipment furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned; (b) that all laborers, subcontractors and suppliers of the undersigned who have furnished work, services, materials and/or equipment in the construction or repair of the aforesaid real estate and improvements have been fully paid and that none of such laborers, subcontractors or suppliers have or will have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Full Release and Waiver of Liens this

16 day of July, 2025

Paid to date: \$ 15,315.68.

NAME OF SUBCONTRACTOR/SUPPLIER: Endress+Hauser, Inc.

By: Megan A. Dettl

Title: Credit Analyst

FULL RELEASE AND WAIVER OF LIENS

WHEREAS, the undersigned is a subcontractor, supplier or other person furnishing work, services, materials or 4th Street Pump Station Improvements, Barnegat, NJ furtherance of that certain (PROJECT NAME) sponsored by the (OWNER) (hereinafter referred to as "Owner").

Receipt is acknowledged of \$ 7,450.00, which represents full payment, for work, services, materials and/or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 *et seq.* relating to this Project, to the extent of \$ 7,450.00.

We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials for the Project to-date.

In addition, the undersigned warrants: (a) that any claims for payment for work, services, materials and/or equipment furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned; (b) that all laborers, subcontractors and suppliers of the undersigned who have furnished work, services, materials and/or equipment in the construction or repair of the aforesaid real estate and improvements have been fully paid and that none of such laborers, subcontractors or suppliers have or will have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Full Release and Waiver of Liens this

7 day of JULY, 2025

Paid to date: \$ 7,450.00

NAME OF SUBCONTRACTOR/SUPPLIER: ABS Electric, Inc.

By: [Signature]

Title: PRESIDENT

FULL RELEASE AND WAIVER OF LIENS

WHEREAS, the undersigned is a subcontractor, supplier or other person furnishing work, services, materials or 4th Street Pump Station Improvements, Barnegat, NJ furtherance of that certain (PROJECT NAME) sponsored by the (OWNER) (hereinafter referred to as "Owner").

Receipt is acknowledged of \$ 71,000.00, which represents full payment, for work, services, materials and/or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 *et seq.* relating to this Project, to the extent of \$ 71,000.00.

We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials for the Project to-date.

In addition, the undersigned warrants: (a) that any claims for payment for work, services, materials and/or equipment furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned; (b) that all laborers, subcontractors and suppliers of the undersigned who have furnished work, services, materials and/or equipment in the construction or repair of the aforesaid real estate and improvements have been fully paid and that none of such laborers, subcontractors or suppliers have or will have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Full Release and Waiver of Liens this

20th day of June, 2005

Paid to date: \$ 71,000.00

NAME OF SUBCONTRACTOR/SUPPLIER: SUBALINE

By: Sharon A. King

Title: President

PERFORMANCE AND TWO-YEAR MAINTENANCE BOND
CONTRACT NO. 2024-1

BOND NO. ASA1987-398-0046

Know all men by these presents, that we, the undersigned Sub-Level Installations, Inc. as principal and Hudson Insurance Company as sureties, are hereby held and firmly bound unto Township of Barnegat in the penal sum of \$268,050.00 dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 18th day of December, 2024.

The condition of the above obligation is such that whereas, the above named principal did on the 18th day of December, 2024, enter into a contract with Township of Barnegat, which said contract is made a part of this the bond the same as though set forth herein;

Now, if the said Sub-Level Installations, Inc. shall well and faithfully do and perform the things agreed by Township of Barnegat to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined in N.J.S.A. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.A. 2A:44-143 having a just claim, as well as for the obligee herein; and shall continue said obligation for two years from the date of completion and acceptance of the work to be performed under the said contract to guarantee against defects in the work which, in the judgment of the obligee or its successors or assigns having jurisdiction in the premises, are caused by defective or inferior materials and/or workmanship; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said surety on its bond.

BARNEGAT TOWNSHIP
Contract No. 2024-1

A-0370-0013-002/S3015
November 2024

Performance and
Maintenance Bond
00 61 00 -1

The Principal and the Surety agree that in case of default in and/or any action arising out of this Bond, the Oblige or any person, association, partnership and/or corporation who shall be entitled to institute and maintain an action upon this Bond, as above provided, may use, for the purposes of the establishment of the claim, a copy of this Bond, duly certified by the Oblige to be true and correct; and the Principal and the Surety agree that any action instituted upon any part of this Bond shall not be a bar to any subsequent action upon the same part or any other part of this Bond.

Each reference in this Bond to the Oblige shall also include the officers, employees and representatives of said Oblige.

It is the intention of the parties hereto to be legally bound by this instrument.

IN WITNESS WHEREOF THE said Principal and Surety have duly executed this Bond in triplicate under seal and day and year first above written.

SIGNED, SEALED AND DATED THIS 18th day of December, 2024.

Attest:



Kathleen Bowe

Secretary

Sub-Level Installations, Inc.

Principal

By:  (L.S.)

Michael Bowe/President

Title of Officer

(SEAL)

Hudson Insurance Company

Surety

100 William Street

Address

New York, New York 10038

By:  (L.S.)

Karen A. Haskell

Attorney In Fact

Title of Office

(SEAL)

Attest:



Secretary

BARNEGAT TOWNSHIP
Contract No. 2024-1

A-0370-0013-002/S3015
November 2024

Performance and
Maintenance Bond
00 61 00 -2



ASA1987-398-0046

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

David M. Miller, Susan J. Miller, Karen A. Haskell, Brian J. Blaston, Lorraine M. Kosyla, Denise L. Matias
of the State of New Jersey

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 6th day of September, 2022 at New York, New York.



Attest
Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 6th day of September, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order



ANN MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact for the purpose of carrying on this Company's surety business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made, and

FURTHER RESOLVED that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed"

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force

Witness the hand of the undersigned and the seal of said Corporation this



By
Dina Daskalakis, Corporate Secretary

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have certification from U.S. Security of the Treasury in accordance with 31 U.S.C. § 9305)

Hudson Insurance Company ("HIC"), surety on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the insurance of the attached bond is in the following amount(s) as of the calendar year ended December 31, 2023 (*most recent calendar year for which capital and surplus amounts are available*), which amounts have been audited by PricewaterhouseCoopers LLP, PricewaterhouseCoopers Center, 300 Madison Avenue, New York, NY 10017. The Annual Statement is on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

Surety Company

Hudson Insurance Company

Capital and Surplus

\$679,887,955

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2023 (*most recent calendar year available*) is as follows:

Surety Company

Hudson Insurance Company

Underwriting Limitation

\$67,989,000 (effective 07/01/2024)

\$60,537,000 (effective 07/01/2023)

(4) The amount of the bond to which this statement and certification is attached is ~~\$268,050.00~~.....

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

Reinsurer

Address

Amount

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993.c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent
for each surety on the bond)

I, Rory A. Rose, as Senior Vice President and Chief Financial Officer for Hudson Insurance Company, a corporation domiciled in Delaware, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

Hudson Insurance Company

By:

Docusign by:

Rory A. Rose

~~Rory A. Rose~~

Senior Vice President & Chief Financial
Officer

Dated: July 18, 2024

HUDSON INSURANCE COMPANY
SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2023

ASSETS

Bonds	\$	213,611,946
Preferred stocks		55,803,393
Common stocks		340,719,956
Mortgage Loans on Real Estate		277,383,791
Cash on hand and on deposit		47,025,622
Reinsurance Receivable		443,991,074
FIT recoverable (including net deferred tax asset)		25,895,640
Aggregate write-ins for other than invested assets		47,792,231
Uncollected premiums and agents' balances in the course of collection		26,458,746
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		158,459,785
Other Assets		735,770,807
Total Assets	\$	<u>2,372,912,991</u>

LIABILITIES & SURPLUS

Losses	\$	397,207,040
Loss adjustment expense		39,537,629
Other expenses		34,149,978
Unearned Premiums		135,530,274
Ceded reinsurance premiums payable		877,185,803
Payable to parent, subsidiaries and affiliates		9,761,021
Commissions payable, contingent commissions and other similar charges		63,322,383
Other Liabilities		136,330,908
Total Liabilities	\$	<u>1,693,025,036</u>
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		378,907,620
Surplus as regards policyholders	\$	<u>679,887,955</u>
Total Liabilities and Surplus	\$	<u>2,372,912,991</u>

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, Rory Rose, the undersigned Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2023.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 21 day of March, 2024.

Rory Rose

Rory Rose
Chief Financial Officer

Subscribed and sworn to before me this 21 day of March, 2024.
My commission expires

Ann M. Murphy

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County, Certified in New York
Commission Expires December 10, 2025



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

September 3, 2025

Brigit P. Zahler*
William J. Oxley
Damian B. Majewski
Brandon E. DeJesus
Kenneth E. Bozarth

*Also admitted in NY

GL-3235

Via Email

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

**Re: Resolution Authorizing Change Order and Final Payment for 4th Street
Pump Station Improvement Project**

Dear Donna:

Attached please find a resolution with regard to the 4th Street Pump Station Improvement Project. It 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

Enclosures

cc: Alfonso Cirulli, Mayor-via email
Martin Lisella, Township Administrator-via email
Tom Lombarski, CFO-via email
Kurt J. Otto, P.E., Township Engineer-via email
Roger Budd, Water and Sewer Utility Manager-via email

RESOLUTION 2025-348

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING PROGRESS PAYMENT #49 TO FRANKOSKI CONSTRUCTION FOR THE NEW MUNICIPAL BUILDING AND CHECK MADE PAYABLE TO TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

WHEREAS, Frankoski Construction, 111 Dunell Rd, Maplewood, NJ, has previously been awarded a contract for the New Municipal Building; and

WHEREAS, Frankoski Construction Co., has submitted a request for Payment #49 in the amount of \$194,799.50; 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 #49 in the amount of \$194,799.50 is hereby approved, the Chief Financial Officer is hereby authorized to issue a check in care of Frankoski Construction, 111 Dunell Rd, Maplewood, NJ in the amount of \$194,799.50 and the check to be made payable to Travelers Casualty and Surety Company of America representing Payment #49 for work completed on the New Municipal Building

Original Contract Sum:	\$ 12,964,000.00
<i>Net Change by Change Orders</i>	\$ 825,405.43
Contract Sum to date:	\$ 13,789,405.43
Total completed & stored to date:	\$ 12,815,291.76
Less Retainage of 2%:	\$ 256,305.84
Total earned less retainage:	\$ 12,558,985.92
Total Payment #49 Due: (Payable to Travelers)	\$ 194,799.50
Balance to Finish including Retainage:	\$ 1,230,419.51

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 Committee meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 7th day of October, 2025

Donna M. Manno, RMC
Municipal Clerk

THE GOLDSTEIN PARTNERSHIP
TRANSMITTAL

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

FOUNDED IN 1953
ARCHITECTS
ENGINEERS
PLANNERS
CONSULTANTS
GOLDSTEIN-ARCHITECTS.COM

Project

BMPC

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

Date: **9/16/25**

Trans: **62**

Copies: Mr. Joseph Frankoski

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

Via:

Fax
Mail
Fedex
x UPS
Messenger
Pick-up

Media:

Prints
x Letters
Photos
Articles
Models
Samples

Contents

Correspondence
x Requisitions
Field Memos
Shop Drawings
Submittals
Drawings

Items:

Qty Description:

2 App. #49 cert. for \$194,799.50

Date:

8/31/25

Please:

x 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:	49	Distribution to:	<input checked="" type="checkbox"/> OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input checked="" type="checkbox"/> OTHER: <input type="checkbox"/>
FROM CONTRACTOR:	Frankoski Construction Co. 111 Dunell Road Maplewood NJ 07040	VIA ARCHITECT:	The Goldstein Partnership 515 valley Street, Suite 110 Maplewood, NJ 07040	PERIOD TO:	August 31, 2025	CONTRACT DATE:	October 6, 2020
				PROJECT NOS:	BMPC		

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	\$825,405.43
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$13,789,405.43
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G7)	\$12,815,291.76
5. RETAINAGE:	
a. <u>2</u> % of Completed Work (Column D + E on G703)	\$256,305.84
b. <u>2</u> % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$256,305.84

6. TOTAL EARNED LESS RETAINAGE

(Line 4 minus Line 5 Total)

\$12,558,985.92

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

\$12,364,186.42

I. CURRENT PAYMENT DUE

\$194,799.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6)

\$1,230,419.51

AMOUNT CERTIFIED

\$194,799.50

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,058,657.67	(\$233,252.24)
Total approved this month		
TOTAL	\$1,058,657.67	(\$233,252.24)
NET CHANGES by Change Order		\$825,405.43

ARCHITECT: Ami **Date:** 9/16/25

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.

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

CONTRACTOR: new jersey **Date:** 9/15/25

By: [Signature] State of: new jersey County of: Essex Subscribed and sworn to before me this 15 day of September 2025 Notary Public: Judith A. Luscher My Commission Expires 02/27/2029

JUDITH A. LUSCHER
Notary Public, State of New Jersey
Comm. # 2382926
My Commission Expires 02/27/2029

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

\$194,799.50

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

CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION DATE: 9.15.25												
PERIOD TO: 8.31.25												
ARCHITECT'S PROJECT NO: BMPC												
A	B	C	D	E	F	G	H	I				
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)			
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD								
DIVISION 1 - GENERAL CONDITIONS												
1	GC Management	\$440,100.00	396,090.00			396,090.00	90.0%	\$44,010.00	\$7,921.80			
2	Insurance	\$86,525.00	77,872.50			77,872.50	90.0%	\$8,652.50	\$1,557.45			
3	Bond Fee	\$138,710.00	138,710.00			138,710.00	100.0%		\$2,774.20			
4	Mobilization	\$40,000.00	40,000.00			40,000.00	100.0%		\$800.00			
5	Demobilization	\$10,000.00	0.00			0.00		\$10,000.00	\$0.00			
6	Miscellaneous Trade Cost and Site Logistics	\$175,600.00	160,000.00			160,000.00	91.1%	\$15,600.00	\$3,200.00			
7	General Labor and Cleanup	\$99,962.00	89,650.00			89,650.00	89.7%	\$10,312.00	\$1,793.00			
8	Temp Fence, Dump, Rentals, Trailers, PortaJohn	\$81,780.00	73,602.00			73,602.00	90.0%	\$8,178.00	\$1,472.04			
9	Winter Protection	\$10,000.00	9,000.00			9,000.00	90.0%	\$1,000.00	\$180.00			
10	Procure	\$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	192,915.00			192,915.00	90.0%	\$21,435.00	\$3,858.30			
13	Asbestos Abatement / Plan	\$37,590.00	37,590.00			37,590.00	100.0%		\$751.80			
14	Subgrade R/R 1200 CY Allowance	\$84,000.00	59,003.00			59,003.00	70.2%	\$24,997.00	\$1,180.06			
15	CM Allowance	\$220,000.00	220,000.00			220,000.00	100.0%		\$4,400.00			
DIVISION 2 - SITEWORK												
16	Sitework General Conditions	\$19,100.00	15,853.00	400.00		16,253.00	85.1%	\$2,847.00	\$325.06			
17	Sitework Mobilization	\$24,000.00	7,200.00	5,280.00		12,480.00	52.0%	\$11,520.00	\$249.60			
18	Sitework Layout	\$21,000.00	15,910.00	650.00		16,560.00	78.9%	\$4,440.00	\$331.20			
19	Soil Erosion and Sediment Controls	\$17,700.00	14,160.00	2,655.00		16,815.00	95.0%	\$885.00	\$336.30			
20	Clear Site/Demolition	\$101,000.00	95,950.00			95,950.00	95.0%	\$5,050.00	\$1,919.00			
21	Excavation and Grading	\$188,250.00	118,597.50	30,000.00		148,597.50	78.9%	\$39,652.50	\$2,971.95			
22	Sanitary Sewer System	\$13,000.00	11,700.00			11,700.00	90.0%	\$1,300.00	\$234.00			
23	Storm Drainage System / Under Drain System	\$293,000.00	263,700.00	19,000.00		282,700.00	96.5%	\$10,300.00	\$5,654.00			
24	Water Services	\$27,500.00	27,500.00			27,500.00	100.0%		\$550.00			
25	Concrete Curbs	\$171,000.00	42,750.00	88,920.00		131,670.00	77.0%	\$39,330.00	\$2,633.40			
26	Walks	\$67,000.00	26,800.00	24,790.00		51,590.00	77.0%	\$15,410.00	\$1,031.80			
27	Pavers	\$49,000.00	0.00			0.00		\$49,000.00	\$0.00			
28	Site Lighting Conduit (Excavation Only)	\$20,000.00	9,000.00	9,800.00		18,800.00	94.0%	\$1,200.00	\$376.00			
29	Site Lighting Foundations	\$27,000.00	8,100.00	17,280.00		25,380.00	94.0%	\$1,620.00	\$507.60			
30	Basement Excavation and Backfill	\$103,000.00	103,000.00			103,000.00	100.0%		\$2,060.00			
31	Irrigation System	\$32,000.00	8,000.00			8,000.00	25.0%	\$24,000.00	\$160.00			
32	DG/ABC Subbase	\$127,000.00	52,706.00			52,706.00	41.5%	\$74,294.00	\$1,054.12			
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	40,250.00			40,250.00	78.9%	\$10,750.00	\$805.00			
35	Topsailing	\$14,000.00	2,800.00			2,800.00	20.0%	\$11,200.00	\$56.00			
36	Fert & Seed	\$3,700.00	740.00			740.00	20.0%	\$2,960.00	\$14.80			
37	Landscape Plants	\$32,000.00	16,000.00			16,000.00	50.0%	\$16,000.00	\$320.00			
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	80,000.00			80,000.00	100.0%		\$1,600.00			

CONTINUATION SHEET

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In tabulations below, amounts are in US dollars

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										APPLICATION DATE: 9.15.25	
										PERIOD TO: 8.31.25	
ARCHITECT'S PROJECT NO:										BMPC	
A	B	C	D	E	F	G		H	I		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)		
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD							
40	Bituminous Surface Course	\$160,000.00	48,000.00			48,000.00	30.0%	\$112,000.00	\$960.00		
41	Roadway/Parking Striping	\$7,000.00	1,750.00			1,750.00	25.0%	\$5,250.00	\$35.00		
42	Temporary Paving	\$4,150.00	4,150.00			4,150.00	100.0%		\$83.00		
43	Traffic Signage	\$1,800.00	0.00			0.00		\$1,800.00	\$0.00		
44	Benches and Trash Receptacles	\$42,000.00	0.00			0.00		\$42,000.00	\$0.00		
45	Retaining Walls	\$9,000.00	0.00			0.00		\$9,000.00	\$0.00		
46	Curved Retaining Walls	\$9,000.00	0.00			0.00		\$9,000.00	\$0.00		
47	Sitework Closeout	\$2,000.00	0.00			0.00		\$2,000.00	\$0.00		
48	Survey & Layout	\$11,100.00	7,500.00			7,500.00	67.6%	\$3,600.00	\$150.00		
DIVISION 3 - CONCRETE											
49	Concrete Submittals	\$7,500.00	7,500.00			7,500.00	100.0%		\$150.00		
50	Mobilization	\$12,500.00	12,500.00			12,500.00	100.0%		\$250.00		
51	Excavation for Footings	\$25,415.00	25,415.00			25,415.00	100.0%		\$508.30		
52	Backfill	\$14,120.00	14,120.00			14,120.00	100.0%		\$282.40		
53	Footings- Strip and Spread-Basement/Rebar	\$69,212.00	69,212.00			69,212.00	100.0%		\$1,384.24		
54	Foundation Walls-Basement	\$66,957.00	66,957.00			66,957.00	100.0%		\$1,339.14		
55	Footings-Strip and Spread-North Side	\$51,505.00	51,505.00			51,505.00	100.0%		\$1,030.10		
56	Foundation Walls-North Side	\$26,980.00	26,980.00			26,980.00	100.0%		\$539.60		
57	Footings-Strip and Spread-South Side	\$48,402.00	48,402.00			48,402.00	100.0%		\$968.04		
58	Foundation Walls-South Side	\$25,633.00	25,633.00			25,633.00	100.0%		\$512.66		
59	Footings-Strip-Entrance Sign	\$30,289.00	30,289.00			30,289.00	100.0%		\$605.78		
60	Foundation Walls-Entrance Sign	\$28,632.00	28,632.00			28,632.00	100.0%		\$572.64		
61	Elevator Pit Mat and Walls	\$4,226.00	4,226.00			4,226.00	100.0%		\$84.52		
62	Piers-Basement CL D	\$18,889.00	18,889.00			18,889.00	100.0%		\$377.78		
63	Piers-Basement-North Wall	\$16,059.00	16,059.00			16,059.00	100.0%		\$321.18		
64	Piers-South Side CL E	\$15,270.00	15,270.00			15,270.00	100.0%		\$305.40		
65	Piers-North Side Column R-2 through R-5	\$14,831.00	14,831.00			14,831.00	100.0%		\$296.62		
66	Piers-North Side- CL A	\$15,753.00	15,753.00			15,753.00	100.0%		\$315.06		
67	Piers-North Side -CLB	\$15,753.00	15,753.00			15,753.00	100.0%		\$315.06		
68	Slab on Grade Basement	\$61,242.00	61,242.00			61,242.00	100.0%		\$1,224.84		
69	Concrete Ceiling at Cell Blocks	\$6,740.00	6,740.00			6,740.00	100.0%		\$134.80		
70	Concrete Walls at Cell Blocks	\$22,300.00	22,300.00			22,300.00	100.0%		\$446.00		
71	1st floor slab on grade and deck	\$128,258.00	128,258.00			128,258.00	100.0%		\$2,565.16		
72	2nd floor slab on deck	\$98,026.00	98,026.00			98,026.00	100.0%		\$1,960.52		
73	Set base plates	\$4,435.00	4,435.00			4,435.00	100.0%		\$88.70		
74	Metal Stair Pan Fill	\$2,473.00	2,473.00			2,473.00	100.0%		\$49.46		
75	Demobilization	\$12,500.00	12,500.00			12,500.00	100.0%		\$250.00		
76	Punch List	\$17,400.00	17,400.00			17,400.00	100.0%		\$348.00		
77	Closeout	\$8,700.00	0.00			0.00		\$8,700.00	\$0.00		
DIVISION 4 - MASONRY											
78	Submittals/Shops	\$3,500.00	3,500.00			3,500.00	100.0%		\$70.00		

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ITEM NO.		DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	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)							
79		Mobilization	\$2,500.00	2,500.00				2,500.00	100.0%		\$50.00
80		8 inch and 4 inch exterior backup block material	\$7,000.00	7,000.00				7,000.00	100.0%		\$140.00
81		8 inch and 4 inch exterior backup block labor	\$35,000.00	35,000.00				35,000.00	100.0%		\$700.00
82		8 inch interior block partition material	\$13,000.00	13,000.00				13,000.00	100.0%		\$260.00
83		8 inch interior block partition labor	\$65,000.00	65,000.00				65,000.00	100.0%		\$1,300.00
84		Masonry veneer material	\$63,000.00	63,000.00				63,000.00	100.0%		\$1,260.00
85		Masonry material / veneer labor mock up	\$118,000.00	118,000.00				118,000.00	100.0%		\$2,360.00
86		Grout and rebar material and labor	\$24,000.00	24,000.00				24,000.00	100.0%		\$480.00
87		Cast stone material	\$37,000.00	37,000.00				37,000.00	100.0%		\$740.00
88		Cast stone labor	\$30,000.00	29,250.00				29,250.00	97.5%	\$750.00	\$585.00
89		2 inch rigid insulation material and labor	\$18,000.00	18,000.00				18,000.00	100.0%		\$360.00
90		Scaffold 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%	\$200.00	\$156.00
94		Washdown of new masonry	\$22,000.00	20,000.00				20,000.00	90.9%	\$2,000.00	\$400.00
95		Dumpster enclosure foundation labor and material	\$2,500.00	2,500.00				2,500.00	100.0%		\$50.00
96		Dumpster enclosure split face labor and material	\$8,000.00	8,000.00				8,000.00	100.0%		\$160.00
97		Grout and rebar at dumpster enclosure labor and material	\$2,000.00	2,000.00				2,000.00	100.0%		\$40.00
DIVISION 5 - STRUCTURAL & MISC. METALS											
98		Shop Drawings/Engineering	\$39,000.00	39,000.00				39,000.00	100.0%		\$780.00
99		Anchor Bolts	\$6,400.00	6,400.00				6,400.00	100.0%		\$128.00
100		Material/Fabrication	\$460,340.00	460,340.00				460,340.00	100.0%		\$9,206.80
101		Metal Floor Deck Material	\$40,000.00	40,000.00				40,000.00	100.0%		\$800.00
102		Metal Roof Deck Material	\$32,000.00	32,000.00				32,000.00	100.0%		\$640.00
103		Erection	\$320,000.00	320,000.00				320,000.00	100.0%		\$6,400.00
104		Steel Stairs	\$69,035.00	69,035.00				69,035.00	100.0%		\$1,380.70
105		Steel Railings	\$23,000.00	23,000.00				23,000.00	100.0%		\$460.00
106		Armum Railings and Infill Panels	\$49,650.00	49,650.00				49,650.00	100.0%		\$993.00
107		Misc. Steel and Accessories	\$15,000.00	15,000.00				15,000.00	100.0%		\$300.00
DIVISION 5E - COLD-FORMED METAL FRAMING											
108		Engineering/shop drawings	\$7,000.00	7,000.00				7,000.00	100.0%		\$140.00
109		Layout	\$28,000.00	28,000.00				28,000.00	100.0%		\$560.00
110		Exterior Framing Material	\$88,000.00	88,000.00				88,000.00	100.0%		\$1,760.00
111		Exterior Framing Labor	\$141,500.00	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	\$16,000.00	16,000.00				16,000.00	100.0%		\$320.00
116		Exterior Sheathing Labor	\$30,000.00	30,000.00				30,000.00	100.0%		\$600.00

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PERIOD TO: 8.31.25														
ARCHITECT'S PROJECT NO:														
BMP														
A	B	C	D	E	F	G	H	I						
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			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 Info Desk Material	\$25,000.00	25,000.00			25,000.00	100.0%		\$500.00					
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	62,000.00			62,000.00	100.0%		\$1,240.00					
DIVISION 6B - COURT ROOM FURNITURE														
128	Pews Submittals	\$1,125.00	1,125.00			1,125.00	100.0%		\$22.50					
129	Pews Material	\$15,000.00	15,000.00			15,000.00	100.0%		\$300.00					
130	Pews Labor	\$6,154.00	6,154.00			6,154.00	100.0%		\$123.08					
DIVISION 7A - WATERPROOFING														
131	Waterproofing Submittals	\$2,500.00	2,500.00			2,500.00	100.0%		\$50.00					
132	Waterproofing Material	\$38,375.00	38,375.00			38,375.00	100.0%		\$767.50					
133	Waterproofing Labor	\$64,125.00	64,125.00			64,125.00	100.0%		\$1,282.50					
DIVISION 7B - MEMBRANE ROOFING														
134	Membrane Roof Submittals	\$2,500.00	2,500.00			2,500.00	100.0%		\$50.00					
135	Membrane Roof Material	\$14,350.00	14,350.00			14,350.00	100.0%		\$287.00					
136	Membrane Roof Labor	\$43,400.00	43,400.00			43,400.00	100.0%		\$868.00					
137	Insulation Material	\$6,150.00	6,150.00			6,150.00	100.0%		\$123.00					
138	Insulation Labor	\$18,600.00	18,600.00			18,600.00	100.0%		\$372.00					
DIVISION 7D - METAL ROOFING														
139	Metal Roofing Submittals	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00					
140	Metal Roofing Material	\$99,400.00	99,400.00			99,400.00	100.0%		\$1,988.00					
141	Metal Roofing Labor / Under Layment	\$172,925.00	172,925.00			172,925.00	100.0%		\$3,458.50					
142	Insulation Material	\$42,600.00	42,600.00			42,600.00	100.0%		\$852.00					
143	Insulation Labor	\$74,100.00	74,100.00			74,100.00	100.0%		\$1,482.00					
DIVISION 7E - SPRAY FOAM INSULATION														
144	Spray Foam Insulation Submittals	\$1,125.00	1,125.00			1,125.00	100.0%		\$22.50					
145	Spray Foam Insulation Material	\$8,000.00	8,000.00			8,000.00	100.0%		\$160.00					
146	Spray Foam Insulation Labor	\$20,000.00	20,000.00			20,000.00	100.0%		\$400.00					
DIVISION 7F - INTUMESCENT FIREPROOFING														
147	Fireproofing Submittals	\$1,125.00	1,125.00			1,125.00	100.0%		\$22.50					
148	Fireproofing Material	\$780.00	780.00			780.00	100.0%		\$15.60					
149	Fireproofing Labor	\$4,850.00	4,850.00			4,850.00	100.0%		\$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					

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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)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
151	Aluminum and Glass Material	\$247,000.00	245,000.00			245,000.00	\$2,000.00	\$4,900.00
152	Transaction Windows	\$28,000.00	28,000.00			28,000.00		\$560.00
153	Aluminum and Glass Labor	\$115,000.00	111,545.00			111,545.00	\$3,455.00	\$2,230.90
DIVISION 8C - HOLLOW METAL WORK								
154	Door and Hardware Submittals	\$6,000.00	6,000.00			6,000.00		\$120.00
155	HM Doors and Frames Material	\$60,500.00	60,500.00			60,500.00		\$1,210.00
156	Door Frames Labor	\$16,000.00	16,000.00			16,000.00		\$320.00
DIVISION 8D - WOOD DOORS								
157	Wood Doors Material	\$17,250.00	0.00			0.00	\$17,250.00	\$0.00
158	Doors Labor	\$48,000.00	48,000.00			48,000.00		\$960.00
DIVISION 9A - DRYWALL								
159	Drywall Material	\$112,000.00	112,000.00			112,000.00		\$2,240.00
160	Drywall Labor	\$252,000.00	252,000.00			252,000.00		\$5,040.00
161	Insulation Material	\$19,000.00	19,000.00			19,000.00		\$380.00
162	Insulation Labor	\$38,000.00	38,000.00			38,000.00		\$760.00
163	Tape & Spackle	\$66,000.00	66,000.00			66,000.00		\$1,320.00
DIVISION 9B - ACOUSTIC TREATMENT								
164	Ceiling Grid Material	\$24,500.00	24,500.00			24,500.00		\$490.00
165	Ceiling Grid Labor	\$43,000.00	43,000.00			43,000.00		\$860.00
166	Ceiling Tile Material	\$28,000.00	28,000.00			28,000.00		\$560.00
167	Ceiling Tile Labor	\$15,000.00	15,000.00			15,000.00		\$300.00
168	Acoustical Wall Panels Labor	\$2,000.00	2,000.00			2,000.00		\$40.00
169	Acoustical Wall Panels Material	\$2,000.00	2,000.00			2,000.00		\$40.00
DIVISION 9C - PAINTING & FINISHING								
170	Paint Submittals	\$1,125.00	1,125.00			1,125.00		\$22.50
171	Painting Material	\$16,500.00	16,500.00			16,500.00		\$330.00
172	Painting Labor	\$74,109.00	74,109.00			74,109.00		\$1,482.18
173	GFRG Material	\$7,000.00	7,000.00			7,000.00		\$140.00
174	GFRG Labor	\$7,000.00	7,000.00			7,000.00		\$140.00
DIVISION 9D - CERAMIC TILE								
175	Tile Submittals	\$1,125.00	1,125.00			1,125.00		\$22.50
176	Tile Material	\$19,500.00	19,500.00			19,500.00		\$390.00
177	Tile Labor	\$38,375.00	38,375.00			38,375.00		\$767.50
DIVISION 9E - CARPET & RESILIENT FLOORING								
178	Carpet- Materials / Submittals	\$25,000.00	25,000.00			25,000.00		\$500.00
179	Carpet Labor	\$10,000.00	10,000.00			10,000.00		\$200.00
180	LVT Materials	\$10,000.00	10,000.00			10,000.00		\$200.00
181	LVT Labor	\$3,000.00	1,998.00			1,998.00	\$1,002.00	\$39.96
182	VCT Materials	\$7,500.00	7,500.00			7,500.00		\$150.00
183	VCT Labor	\$7,500.00	7,500.00			7,500.00		\$150.00
184	Interlocking Tiles Material	\$35,000.00	35,000.00			35,000.00		\$700.00

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APPLICATION NO: 49									
APPLICATION DATE: 9.15.25									
PERIOD TO: 8.31.25									
ARCHITECT'S PROJECT NO: BMPC									
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
185	Interlocking Tiles Labor	\$1,000.00	1,000.00			1,000.00	100.0%		\$20.00
186	Rubber Treads/Tile Material	\$7,500.00	7,500.00			7,500.00	100.0%		\$150.00
187	Rubber Treads/Tile Labor	\$7,000.00	7,000.00			7,000.00	100.0%		\$140.00
188	Misc. Flooring Material	\$10,000.00	10,000.00			10,000.00	100.0%		\$200.00
189	Misc. Flooring Labor	\$3,500.00	3,500.00			3,500.00	100.0%		\$70.00
DIVISION 9F - MONOLITHIC FLOORING									
190	Epoxy Flooring Submittals	\$1,125.00	1,125.00			1,125.00	100.0%		\$22.50
191	Epoxy Flooring Material	\$6,542.00	6,542.00			6,542.00	100.0%		\$130.84
192	Epoxy Flooring Labor	\$6,543.00	6,543.00			6,543.00	100.0%		\$130.86
DIVISION 10 - SPECIALTIES									
193	Signage Submittals	\$1,125.00	1,125.00			1,125.00	100.0%		\$22.50
194	Signage Material	\$12,750.00	12,750.00			12,750.00	100.0%		\$255.00
195	Signage Labor	\$9,343.00	8,875.85			8,875.85	95.0%	\$467.15	\$177.52
DIVISION 10A - FINISHING HARDWARE									
196	Door Hardware Material	\$94,999.00	94,999.00			94,999.00	100.0%		\$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
198	Bathroom Accessories Labor	\$7,000.00	7,000.00			7,000.00	100.0%		\$140.00
DIVISION 10C - PLASTIC TOILET PARTITIONS									
199	Bathroom Partitions Material	\$3,900.00	3,900.00			3,900.00	100.0%		\$78.00
200	Bathroom Partitions Labor	\$2,000.00	2,000.00			2,000.00	100.0%		\$40.00
DIVISION 10D - METAL SPECIALTIES									
201	Lockers (Personal) Material / Shop Drawings	\$69,440.00	69,440.00			69,440.00	100.0%		\$1,388.80
202	Lockers (Personal) Labor	\$20,000.00	20,000.00			20,000.00	100.0%		\$400.00
203	Evidence Lockers	\$18,942.00	18,942.00			18,942.00	100.0%		\$378.84
204	Markerboards	\$12,490.00	12,490.00			12,490.00	100.0%		\$249.80
205	Cornerguards	\$2,775.00	2,775.00			2,775.00	100.0%		\$55.50
206	Wire Security Partitions	\$4,877.00	4,877.00			4,877.00	100.0%		\$97.54
207	Curved Exterior Seating Material	\$16,470.00	16,470.00			16,470.00	100.0%		\$329.40
208	Curved Exterior Seating Labor	\$4,000.00	4,000.00			4,000.00	100.0%		\$80.00
209	Fingerprint Station	\$300.00	300.00			300.00	100.0%		\$6.00
210	Intercom Mounting Pedestals w/Enclosure	\$200.00	200.00			200.00	100.0%		\$4.00
211	Key Cabinets	\$1,540.00	770.00			770.00	50.0%	\$770.00	\$15.40
212	Night Depository Unit	\$2,510.00	2,510.00			2,510.00	100.0%		\$50.20
213	Fire Extinguisher Cabinets	\$2,125.00	2,125.00			2,125.00	100.0%		\$42.50
DIVISION 10E - INSULATED ROLLING DOORS									
214	Overhead Door Submittals	\$1,125.00	1,125.00			1,125.00	100.0%		\$22.50
215	Overhead Door Material	\$20,000.00	20,000.00			20,000.00	100.0%		\$400.00
216	Overhead Door Labor	\$10,849.00	10,849.00			10,849.00	100.0%		\$216.98
DIVISION 10F - ACCESS FLOOR SYSTEM									
217	Access Floor Submittals	\$1,125.00	1,125.00			1,125.00	100.0%		\$22.50

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APPLICATION DATE: 9.15.25									
PERIOD TO: 8.31.25									
ARCHITECT'S PROJECT NO: BMPC									
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
218	Access Floors Material	\$6,188.00	6,188.00			6,188.00	100.0%		\$123.76
219	Access Floors Labor	\$6,187.00	6,187.00			6,187.00	100.0%		\$123.74
DIVISION 11A - DETENTION EQUIPMENT									
220	Detention/Police Equipment Submittals	\$1,700.00	1,700.00			1,700.00	100.0%		\$34.00
221	Detention/Police Equipment Doors and Frames	\$58,200.00	58,200.00			58,200.00	100.0%		\$1,164.00
222	Detention/Police Equipment Hardware	\$48,600.00	48,600.00			48,600.00	100.0%		\$972.00
223	Detention/Police Equipment Clearing Trap	\$1,900.00	1,900.00			1,900.00	100.0%		\$38.00
224	Detention/Police Equipment Pistol Lockers	\$3,400.00	3,400.00			3,400.00	100.0%		\$68.00
225	Detention/Police Equipment Benches	\$3,800.00	3,800.00			3,800.00	100.0%		\$76.00
DIVISION 14A - LULA Elevator									
226	Elevator Shops	\$3,500.00	3,500.00			3,500.00	100.0%		\$70.00
227	Elevator Material / Release to Production	\$30,000.00	30,000.00			30,000.00	100.0%		\$600.00
228	Elevator Labor	\$28,700.00	28,700.00			28,700.00	100.0%		\$574.00
DIVISION 15 - MECHANICAL									
229	Equipment Shops	\$2,000.00	2,000.00			2,000.00	100.0%		\$40.00
230	Sheet Metal Shops	\$10,000.00	10,000.00			10,000.00	100.0%		\$200.00
231	ATC Shops	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00
232	Mobilization	\$6,000.00	6,000.00			6,000.00	100.0%		\$120.00
233	RTUs Material	\$40,000.00	40,000.00			40,000.00	100.0%		\$800.00
234	RTUs Labor	\$2,000.00	2,000.00			2,000.00	100.0%		\$40.00
235	VRF Casette / EUR Units Material	\$190,000.00	190,000.00			190,000.00	100.0%		\$3,800.00
236	VRF Casette / EUR Units Labor	\$32,500.00	32,500.00			32,500.00	100.0%		\$650.00
237	Condensing Units	\$23,000.00	23,000.00			23,000.00	100.0%		\$460.00
238	Electric Heat	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00
239	Duct Heaters	\$4,000.00	4,000.00			4,000.00	100.0%		\$80.00
240	Exhaust Fans	\$4,000.00	4,000.00			4,000.00	100.0%		\$80.00
241	Fire Dampers	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00
242	ACR Piping Material	\$20,000.00	20,000.00			20,000.00	100.0%		\$400.00
243	ACRP Piping Labor	\$80,000.00	80,000.00			80,000.00	100.0%		\$1,600.00
244	Condensate Piping	\$12,000.00	12,000.00			12,000.00	100.0%		\$240.00
245	Sheet Metal Shop Material / Labor	\$130,000.00	130,000.00			130,000.00	100.0%		\$2,600.00
246	Sheet Metal Field Labor	\$422,000.00	422,000.00			422,000.00	100.0%		\$8,440.00
247	Insulation	\$50,000.00	50,000.00			50,000.00	100.0%		\$1,000.00
248	Crane/Lift	\$15,000.00	15,000.00			15,000.00	100.0%		\$300.00
249	ATC Rough	\$80,000.00	80,000.00			80,000.00	100.0%		\$1,600.00
250	ATC Finish	\$10,000.00	7,000.00			7,000.00	70.0%	\$3,000.00	\$140.00
251	ATC Programming and Graphics	\$5,000.00	2,500.00			2,500.00	50.0%	\$2,500.00	\$50.00
252	Air Devices	\$12,000.00	12,000.00			12,000.00	100.0%		\$240.00
253	CO Panel	\$2,500.00	2,000.00			2,000.00	80.0%	\$500.00	\$40.00
254	Startup/Warranty	\$14,000.00	0.00			0.00		\$14,000.00	\$0.00
255	Balancing	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00

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PERIOD TO: 8.31.25									
ARCHITECT'S PROJECT NO: BMPC									
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
256	O&M and Closeout Documents	\$3,000.00	1,500.00			1,500.00	50.0%	\$1,500.00	\$30.00
257	Punch List	\$3,000.00	0.00			0.00		\$3,000.00	\$0.00
DIVISION 15 - PLUMBING									
258	Submittals and Mobilization	\$6,000.00	6,000.00			6,000.00	100.0%		\$120.00
259	UG DWV Piping Material Basement	\$32,000.00	32,000.00			32,000.00	100.0%		\$640.00
260	UG DWV Piping Labor Basement	\$14,000.00	14,000.00			14,000.00	100.0%		\$280.00
261	AG DWV Piping Material	\$18,000.00	18,000.00			18,000.00	100.0%		\$360.00
262	AG DWV Piping Labor	\$60,000.00	60,000.00			60,000.00	100.0%		\$1,200.00
263	AG Dom. Water piping Material	\$16,000.00	16,000.00			16,000.00	100.0%		\$320.00
264	AG Dom. Water piping Labor	\$42,000.00	42,000.00			42,000.00	100.0%		\$840.00
265	Natural Gas Piping Material	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00
266	Natural Gas Piping Labor	\$10,000.00	10,000.00			10,000.00	100.0%		\$200.00
267	Storm Drain Material	\$14,000.00	14,000.00			14,000.00	100.0%		\$280.00
268	Storm Drain Labor	\$20,000.00	20,000.00			20,000.00	100.0%		\$400.00
269	Fixtures and Specialties	\$95,000.00	95,000.00			95,000.00	100.0%		\$1,900.00
270	Fixture Labor	\$42,000.00	42,000.00			42,000.00	100.0%		\$840.00
DIVISION 15 - SPRINKLER SYSTEM (15526)									
271	Mobilization	\$1,000.00	1,000.00			1,000.00	100.0%		\$20.00
272	Engineer Stamp	\$2,000.00	2,000.00			2,000.00	100.0%		\$40.00
273	Design	\$20,000.00	20,000.00			20,000.00	100.0%		\$400.00
274	Valve Room Material	\$7,000.00	7,000.00			7,000.00	100.0%		\$140.00
275	Valve Room Labor	\$12,000.00	12,000.00			12,000.00	100.0%		\$240.00
276	Rough in Material	\$30,000.00	30,000.00			30,000.00	100.0%		\$600.00
277	Rough in Labor	\$81,000.00	81,000.00			81,000.00	100.0%		\$1,620.00
278	Plates	\$1,000.00	1,000.00			1,000.00	100.0%		\$20.00
279	Testing	\$2,000.00	2,000.00			2,000.00	100.0%		\$40.00
280	Demobilization	\$1,000.00	1,000.00			1,000.00	100.0%		\$20.00
281	Closeout	\$1,000.00	0.00			0.00		\$1,000.00	\$0.00
282	Punch List	\$1,500.00	1,500.00			1,500.00	100.0%		\$30.00
DIVISION 16/17 - ELECTRICAL/TECH. SYSTEMS									
283	Mobilization	\$25,000.00	25,000.00			25,000.00	100.0%		\$500.00
284	Submittals	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00
285	Temp Electric for Office Trailer L/M	\$5,000.00	5,000.00			5,000.00	100.0%		\$100.00
286	Temp Electric power and lights for new building L/M	\$6,000.00	6,000.00			6,000.00	100.0%		\$120.00
287	Rough-in site electric serv high volt, telecom, cond Lab	\$33,000.00	33,000.00			33,000.00	100.0%		\$660.00
288	Rough-in site electric serv high volt, telecom, cond Lab	\$28,000.00	28,000.00			28,000.00	100.0%		\$560.00
289	Rough in all panels, transformer Labor	\$32,000.00	32,000.00			32,000.00	100.0%		\$640.00
290	Rough in all panels, transformer Material	\$20,000.00	20,000.00			20,000.00	100.0%		\$400.00
291	Finish all panels, transformers Labor	\$30,000.00	30,000.00			30,000.00	100.0%		\$600.00
292	Finish all panels, transformers Material	\$70,000.00	70,000.00			70,000.00	100.0%		\$1,400.00
293	Rough in Generator Labor	\$13,000.00	13,000.00			13,000.00	100.0%		\$260.00

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CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: 49										
APPLICATION DATE: 9.15.25										
PERIOD TO: 8.31.25										
ARCHITECT'S PROJECT NO: BMPC										
A	B	C	D	E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
294	Rough in Generator Material	\$9,000.00	9,000.00			9,000.00	100.0%		\$180.00	
295	Finish work for generator Labor	\$18,000.00	18,000.00			18,000.00	100.0%		\$360.00	
296	Finish work for generator Material	\$60,000.00	60,000.00			60,000.00	100.0%		\$1,200.00	
297	Rough-in all power and lighting labor	\$180,000.00	180,000.00			180,000.00	100.0%		\$3,600.00	
298	Rough-in all power and lighting materials	\$110,000.00	110,000.00			110,000.00	100.0%		\$2,200.00	
299	Finish all power and lighting Labor	\$190,000.00	190,000.00			190,000.00	100.0%		\$3,800.00	
300	Finish all power and lighting Material	\$264,000.00	264,000.00			264,000.00	100.0%		\$5,280.00	
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 lightning protection system L&M	\$10,000.00	10,000.00			10,000.00	100.0%		\$200.00	
306	Finish for Lightning protection system L&M	\$8,000.00	8,000.00			8,000.00	100.0%		\$160.00	
307	Rough In Teledata Labor	\$14,000.00	14,000.00			14,000.00	100.0%		\$280.00	
308	Rough In Teledata Material	\$9,000.00	9,000.00			9,000.00	100.0%		\$180.00	
309	Finish for teledata labor	\$38,000.00	36,100.00			36,100.00	95.0%	\$1,900.00	\$722.00	
310	Finish for teledata Material	\$49,000.00	46,550.00			46,550.00	95.0%	\$2,450.00	\$931.00	
311	General demo for all electric labor	\$10,000.00	10,000.00			10,000.00	100.0%		\$200.00	
312	Install cable trays labor and material	\$14,000.00	14,000.00			14,000.00	100.0%		\$280.00	
313	Rough in AV system labor	\$10,000.00	10,000.00			10,000.00	100.0%		\$200.00	
314	Rough in AV system material	\$8,000.00	8,000.00			8,000.00	100.0%		\$160.00	
315	Finish work AV labor	\$40,000.00	40,000.00			40,000.00	100.0%		\$800.00	
316	Finish work AV material	\$65,000.00	65,000.00			65,000.00	100.0%		\$1,300.00	
317	Rough for CCTV, Access Control, Booster System Lab	\$18,500.00	18,500.00			18,500.00	100.0%		\$370.00	
318	Rough for CCTV, Access Control, Booster System Mat	\$8,000.00	8,000.00			8,000.00	100.0%		\$160.00	
319	Finish for CCTV, Access Controls, Booster System Lab	\$24,000.00	21,200.00			21,200.00	88.3%	\$2,800.00	\$424.00	
320	Finish for CCTV, Access Controls, Booster System Mat	\$125,000.00	125,000.00			125,000.00	100.0%		\$2,500.00	
321	Rough in parking lot poles and lights labor	\$14,000.00	9,100.00			9,100.00	65.0%	\$4,900.00	\$182.00	
322	Rough in parking lot poles and lights material	\$7,000.00	4,550.00			4,550.00	65.0%	\$2,450.00	\$91.00	
323	Finish work for the parking lot poles and lights labor	\$10,000.00	6,500.00			6,500.00	65.0%	\$3,500.00	\$130.00	
324	Finish work for the parking lot poles and lights material	\$17,000.00	16,050.00			16,050.00	94.4%	\$950.00	\$321.00	
325	As Builts	\$4,500.00	1,125.00			1,125.00	25.0%	\$3,375.00	\$22.50	
326	Closeout	\$10,000.00	1,000.00			1,000.00	10.0%	\$9,000.00	\$20.00	
327	Punch List	\$10,000.00	6,500.00			6,500.00	65.0%	\$3,500.00	\$130.00	
	<i>Base Contract Subtotal</i>	12,964,000.00	11,867,612.85	198,775.00	0.00	12,066,387.85	93.1%	\$897,612.15	\$0.00	
CHANGE ORDERS										
328	BMPC CO #01 Credit for Submittal Exchange	(13,200.00)	(13,200.00)			(13,200.00)	100.0%			(\$264.00)
329	BMPC CO #02 Temporary Storm Water Control	12,579.80	12,579.80			12,579.80	100.0%			\$251.60

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AIA DOCUMENT G703

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APPLICATION NO: 49										
APPLICATION DATE: 9.15.25										
PERIOD TO: 8.31.25										
ARCHITECT'S PROJECT NO:										
A	B	C	D		E	F	G		H	I
			WORK COMPLETED				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)					
330	BMPC CO #03 Revised E-Drawings	2,532.00	2,532.00				2,532.00	100.0%		\$50.64
331	BMPC CO #04 Modify Sitework	29,759.00	29,759.00				29,759.00	100.0%		\$595.18
332	BMPC CO #05 Remove Underground CC Tank	4,246.67	4,246.67				4,246.67	100.0%		\$84.93
333	BMPC CO #06 4 Month of CM Allowance	(40,000.00)	(40,000.00)				(40,000.00)	100.0%		(\$800.00)
334	BMPC CO #07 Additional Temp Drain	4,511.00	4,511.00				4,511.00	100.0%		\$90.22
335	BMPC CO #08 Stone Over Footings	12,670.80	12,670.80				12,670.80	100.0%		\$253.42
336	BMPC CO #09 2" Sump Discharge Pipe	4,118.29	4,118.29				4,118.29	100.0%		\$82.37
337	BMPC CO #10 Remove U/G/U/F Conc. Struct.	13,281.00	13,281.00				13,281.00	100.0%		\$265.62
338	BMPC CO #11 Steel Frmg at O/H Door	6,567.24	6,567.24				6,567.24	100.0%		\$131.34
339	BMPC CO #12 Steel Baseplate Change	515.77	515.77				515.77	100.0%		\$10.32
340	BMPC CO #13 Reconcile Contractor's Billing	(34.70)	(34.70)				(34.70)	100.0%		(\$0.69)
341	BMPC CO #14 Truss Relocation	17,719.88	17,719.88				17,719.88	100.0%		\$354.40
342	BMPC CO #15 Personnel Lockers	29,431.99	29,431.99				29,431.99	100.0%		\$588.64
343	BMPC CO #16 Exterior Electronic Sign	47,290.16	41,090.16				41,090.16	86.9%		\$821.80
344	BMPC CO #17 Electrical Changes per Rev #8	3,588.87	3,588.87				3,588.87	100.0%	\$6,200.00	\$71.78
345	BMPC CO #18 Changes per Rev #10	330,523.23	330,523.23				330,523.23	100.0%		\$6,610.46
346	BMPC CO #19 Reconcile Contractor's Billing	(33.90)	(33.90)				(33.90)	100.0%		(\$0.68)
347	BMPC CO #20 Frame End Walls per CFMF's Engineer	22,301.76	22,301.76				22,301.76	100.0%		\$446.04
348	BMPC CO #21 Detention Hdwr Changes per Rev #10	10,047.72	10,047.72				10,047.72	100.0%		\$200.95
349	BMPC CO #22 Detention Hdwr Changes not per Rev #10	22,749.42	22,749.42				22,749.42	100.0%		\$454.99
351	BMPC CO #23 Pew Body Profile Change	2,627.00	2,627.00				2,627.00	100.0%		\$52.54
352	BMPC CO #24 Modify Gutter Drain System	22,882.31	22,882.31				22,882.31	100.0%		\$457.65
353	BMPC CO #25 Trenching Work per Rev #10	20,998.86	20,998.86				20,998.86	100.0%		\$419.98
354	BMPC CO #26 Frame N&S Walls per CFMF's Engineer	15,859.98	15,859.98				15,859.98	100.0%		\$317.20
355	BMPC CO #27 Reconfigure Gas Service	3,694.54	3,694.54				3,694.54	100.0%		\$73.89
356	BMPC CO #28 Cancel Out Change Order #19	33.90	33.90				33.90	100.0%		\$0.68
357	BMPC CO #29 Add Police Logo to Signs	1,407.87	1,407.87				1,407.87	100.0%		\$28.16
358	BMPC CO #30 Credit for S Wall Masonry	(15,000.00)	(15,000.00)				(15,000.00)	100.0%		(\$300.00)
359	BMPC CO #31 Server Room Relocation	6,018.92	6,018.92				6,018.92	100.0%		\$120.38
360	BMPC CO #32 Framing at steel Raftersails	6,595.66	6,595.66				6,595.66	100.0%		\$131.91
361	BMPC CO #33 Insulate 2nd floor deck flutes	1,998.25	1,998.25				1,998.25	100.0%		\$39.97
362	BMPC CO #34 PCO 33R4 for Maggio	48,068.51	48,068.51				48,068.51	100.0%		\$961.37
363	BMPC CO #35 New Light Fixt. For Corridors	15,375.59	15,375.59				15,375.59	100.0%		\$307.51
364	BMPC CO #36 Extend Courtroom Soffit	5,609.26	5,609.26				5,609.26	100.0%		\$112.19
365	BMPC CO #37 Soffit at Beam	5,140.09	5,140.09				5,140.09	100.0%		\$102.80
366	BMPC CO #38 Detention Corridor Soffit	5,088.08	5,088.08				5,088.08	100.0%		\$101.76
367	BMPC CO #39 PCO #48 Add Key Fob	6,088.94	6,088.94				6,088.94	100.0%		\$121.78
368	BMPC CO #40 Window Credit	(16,000.00)	(16,000.00)				(16,000.00)	100.0%		(\$320.00)
369	BMPC CO #41 Truss Infill	4,312.25	4,312.25				4,312.25	100.0%		\$86.25
370	BMPC CO #42 Azek at Clerestory	11,284.26	11,284.26				11,284.26	100.0%		\$225.65
371	BMPC CO #43 Credit for CO #24	(22,882.31)	(22,882.31)				(22,882.31)	100.0%		(\$457.65)

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APPLICATION NO: 49										
APPLICATION DATE: 9.15.25										
PERIOD TO: 8.31.25										
ARCHITECT'S PROJECT NO: BMPC										
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
372	BMPC CO #44 PCO #1R2 Gutter Mods	46,091.34	46,091.34				46,091.34	100.0%		\$921.83
373	BMPC CO #45 PCO #6 Modify Ctrm Registers	594.00	594.00				594.00	100.0%		\$11.88
374	BMPC CO #46 Legacy Deduct	(10,000.00)	(10,000.00)				(10,000.00)	100.0%		(\$200.00)
375	BMPC CO #47 Utilities Deduct	(10,083.84)	(10,083.84)				(10,083.84)	100.0%		(\$201.68)
376	BMPC CO #48 PCO #64 Int. Storm fmg/gy	2,323.92	2,323.92				2,323.92	100.0%		\$46.48
377	BMPC CO #49 PCO #60 Server rm door relo	3,151.92	3,151.92				3,151.92	100.0%		\$63.04
378	BMPC CO #50 PCO #4R1 2nd Fl T. Window	12,604.33	12,604.33				12,604.33	100.0%		\$252.09
379	BMPC CO #51 PCO #65 Intumescent Credit	(6,755.00)	(6,755.00)				(6,755.00)	100.0%		(\$135.10)
380	BMPC CO #52 PCO #62 SK-54 Framing	4,932.03	4,932.03				4,932.03	100.0%		\$98.64
381	BMPC CO #53 SubEx Credit	(9,000.00)	(9,000.00)				(9,000.00)	100.0%		(\$180.00)
382	BMPC CO #54 PCO #68 Fiber Line	30,443.78	30,443.78				30,443.78	100.0%		\$608.88
383	BMPC CO #55 PCO #73 Intake Shower	1,906.54	1,906.54				1,906.54	100.0%		\$38.13
384	BMPC CO #56 PCO #74 Enlarge Aluminum Lettering	2,484.36	2,484.36				2,484.36	100.0%		\$49.69
385	BMPC CO #57 Utility Bills Reimbursement	(12,793.17)	(12,793.17)				(12,793.17)	100.0%		(\$255.86)
386	BMPC CO #58 Door #181 and Hardware	1,818.62	1,818.62				1,818.62	100.0%		\$36.37
387	BMPC CO #59 Server Room Flooring Carpet to VCT	1,059.19	1,059.19				1,059.19	100.0%		\$21.18
388	BMPC CO #60 Utility Bills Reimbursement	(13,224.31)	(13,224.31)				(13,224.31)	100.0%	\$1,731.67	\$103.90
389	BMPC CO #61 PCO #77R1 2 Wireless Gateways	6,926.69	6,926.69				6,926.69	75.0%		(\$264.49)
390	BMPC CO #62 PCO #79.3 Security Cameras	11,682.45	11,682.45				11,682.45	100.0%		\$233.65
391	BMPC CO #63 PCO #80 Light Fixtures Disposal	975.79	975.79				975.79	100.0%		\$19.52
392	BMPC CO #64 PCO #83R1 Deletion of Gym Flooring	(18,179.00)	(18,179.00)				(18,179.00)	100.0%		(\$363.58)
393	BMPC CO #65 PCO #84 Added Detention Bench	1,200.82	1,200.82				1,200.82	100.0%		\$24.02
394	BMPC CO #66 PCO #89 Acoustic Panel Material	4,793.50	4,793.50				4,793.50	100.0%		\$95.87
395	BMPC CO #67 PCO #90 Closure in Detention Area	2,138.97	2,138.97				2,138.97	100.0%		\$42.78
396	BMPC CO #68 PCO #95 Motorized Exit Device	6,313.57	6,313.57				6,313.57	100.0%		\$126.27
397	BMPC CO #69 Utility Costs Credit	(18,064.37)	(18,064.37)				(18,064.37)	100.0%		(\$361.29)
398	BMPC CO #70 PCO #96 Auto Locksets at Doors #115 &	4,313.77	4,313.77				4,313.77	100.0%		\$86.28
399	BMPC CO #71 PCO #97 Relocate Exit Light and Addition	3,039.24	3,039.24				3,039.24	100.0%		\$60.78
400	BMPC CO #72 PCO #99 Elevator Shaft Lighting and Rec	1,747.22	1,747.22				1,747.22	100.0%		\$34.94
401	BMPC CO #73 PCO #98 Sirework Modification	58,740.11	58,740.11				58,740.11	58.4%	\$24,433.86	\$686.13
402	BMPC CO #74 PCO #100 Mod Hardware at E&W Vestib	9,333.36	9,333.36				9,333.36	100.0%		\$186.67
403	BMPC CO #75 Provide 2 CCTV in Courtroom	9,996.93	9,996.93				9,996.93	100.0%		\$199.94
404	BMPC CO #76 PCO #103 Key Evidence Cages Independent	1,564.58	1,564.58				1,564.58	100.0%		\$31.29
405	BMPC CO #77 Credit Utility Costs Jun-Aug	(11,037.01)	(11,037.01)				(11,037.01)	100.0%		(\$220.74)
406	BMPC CO #78 Credit Fire Alarm Monitoring Costs	(780.00)	(780.00)				(780.00)	100.0%		(\$15.60)
407	BMPC CO #79 PCO#108 Safety Edge at Swing Gate	985.30	985.30				985.30	100.0%		\$19.71
408	BMPC CO #80 PCO #109 FRP Closure Over Detention S	330.53	330.53				330.53	100.0%		\$6.61
409	BMPC CO #81 Credit for Window Cleaning	(5,625.00)	(5,625.00)				(5,625.00)	100.0%		(\$112.50)
410	BMPC CO #82 PCO #111 Drip Edge at Courtroom Soffit	4,009.29	4,009.29				4,009.29	100.0%		\$80.19
411	BMPC CO #83 PCO #112 Credit for Appliances Not Used	(3,350.43)	(3,350.43)				(3,350.43)	100.0%		(\$67.01)
412	BMPC CO #84 SubEx Credit	(3,600.00)	(3,600.00)				(3,600.00)	100.0%		(\$72.00)

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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						
413	BMPC CO #85 Credit for Retainage Released to Jails	(3,020.56)	(3,020.56)			(3,020.56)	100.0%			(\$60.41)
414	BMPC CO #86 PCO #115 Added Asbestos Removal	6,147.05	6,147.05			6,147.05	100.0%			\$122.94
415	BMPC CO #87 Emergency Generator Fuel Credit	(589.44)	(589.44)			(589.44)	100.0%			(\$11.79)
416	BMPC CO #88 PCO #117 Community Center Sitework	44,135.99	0.00			0.00				\$0.00
417	BMPC CO #89 Reprogram Elevator for Basement Access	2,647.31	2,647.31			2,647.31	100.0%			\$52.95
418	BMPC CO #90 Abandon underground Septic Tanks	12,707.10	12,707.10			12,707.10	100.0%			\$254.14
	Change Order Subtotal	825,405.43	748,903.91	0.00	0.00	748,903.91	90.7%	76,501.52		\$0.00
	GRAND TOTALS	13,789,405.43	12,616,516.76	198,775.00	0.00	12,815,291.76	92.9%	\$974,113.67		\$256,305.84

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Frankoski Construction Co.

(973) 414-9224 • Fax: (973) 678-0520

GENERAL CONTRACTORS

314 DODD STREET

EAST ORANGE, NEW JERSEY 07017

Conditional Waiver and Release Upon Progress Payment

Upon receipt by the undersigned of a check from Township of Barnegat in the sum of
Customer Name
\$ 194,799.50 payable to Frankoski Construction Co., Inc. and when the check has been properly
Amount of Payment
endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release
any mechanic's lien, stop notice or bond right the undersigned has on the BMPC New Municipal Building located
Project Site Name
at 900 West Bay Avenue, Barnegat, NJ 08005 to the following extent: This release covers
Project Site Address
a progress payment for labor, services, equipment or material furnished to BMPC New Municipal Building through
Project Site Name
8/31/2025 and does not cover any retention retained before, or after, the release date; extras
Date of Payment Requisition
furnished before the release date for which payment has not been received; extras or items furnished after the
release date. Rights based upon work performed or items furnished under a written Change Order which has
been fully executed by the parties prior to the release date are covered by this release unless specifically
reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not
otherwise affect the contract rights, including rights between parties to the contract based upon a rescission,
abandonment or breach of the contract, or the right of the undersigned to recover compensation for furnished
labor, services, equipment or material covered by this release if that furnished labor, services, equipment or
material was not compensated by any previous progress payments.

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

09/15/2025
(Date Signed)

Joseph Frankoski, President
(Printed Name/Title)

[Signature]
(Signature)

Notary

Subscribed and sworn to before me, this

15 Day of September 2025

[Signature]
(Notary Public Signature)

My Commission Expires 2-27-27

County of Essex

State of New Jersey

JUDITH A. BUSCHER
Notary Public, State of New Jersey
Comm. # 2382926
My Commission Expires 02/27/2029

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address) BMPC New Municipal Building 900 West Bay Ave, Barnegat, NJ	ARCHITECT'S PROJECT NUMBER: BMPC	OWNER: <input checked="" type="checkbox"/>
TO OWNER: (Name and address) 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. 49 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

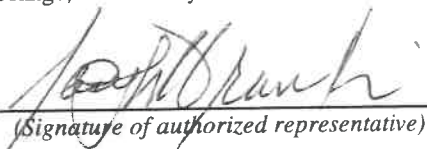
The following supporting documents should be attached hereto if required by the Owner:

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)

Joseph Frankoski, President

(Printed name and title)

Subscribed and sworn to before me on this date:



Notary Public:

My Commission Expires:

JUDITH A. LUSCHER
Notary Public, State of New Jersey
Comm. # 2382926
My Commission Expires 02/27/2029

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	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 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. 49 only.

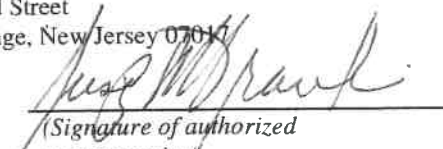
SUPPORTING DOCUMENTS ATTACHED HERETO:

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)

Joseph Frankoski, President

(Printed name and title)

Subscribed and sworn to before me on this date:


Notary Public:

My Commission Expires:

JUDITH A LUSCHER
Notary Public, State of New Jersey
Comm. # 2382926
My Commission Expires 02/27/2029

RESOLUTION 2025-349

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING A "SPECIAL CHARGE" BE PLACED ON VARIOUS PROPERTIES FOR FAILURE TO COMPLY WITH OBNOXIOUS GROWTH VIOLATIONS.

WHEREAS, the following properties have received a notice that their property was in violation of Chapter 36 of the Code and the Township of Barnegat, and

WHEREAS, the property owners failed to abate the violation within the time limits, and Public Works Department cut the grass and abated the violation, now

THEREFORE BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Tax Collector is hereby authorized to place a "Special Charge" on the following properties:

<u>Property Location</u>	<u>Block and Lot(s)</u>	<u>Lien Amount</u>
140 B Bay Shore Dr.	208.06/4	\$690.00

CERTIFICATION

I, Donna M. Manno Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee of the Township of Barnegat at their regular meeting held on the 7th day of October 2025 in the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.

Donna M. Manno, RMC
Municipal Clerk

TOWNSHIP OF BARNEGAT

Obnoxious Growth

Trash/Debris Removal

Pool Pump-out

Work Order and Lien Record

To: Public Works Department

Date: 8-8-25

From: Code Enforcement Officer: John Durasky

Date of Violation Notice: 7-24-25

Photos attached: (Y) N

The property cited below has been found in violation of the Barnegat Township Code 36.
Please schedule to have:

GRASS/WEEDS CUT TRASH/DEBRIS REMOVED POOL PUMP-OUT

Property Owner of Record: First: Frederick Last: Griffin

Property Location: 140 B Bg Shore Ln

Block: 208.06 Lot: 4

Date Work Completed: 8/8/2025 By: George, Brandon, Hunter

Number of Men: 3 Total Man Hours 1

3 Laborer @ Rate of \$40.00 per hour = \$ 120
 Foreman @ Rate of \$60.00 per hour = \$

Equipment Used:

<u>1</u>	Pick up Truck	@ Rate of \$ 30.00 per hour	=	\$ <u>30</u>
<u>1</u>	Trailer	@ Rate of \$ 15.00 per hour	=	\$ <u>15</u>
<u>3</u>	Weed Whacker	@ Rate of \$ 15.00 per hour	=	\$ <u>45</u>
<u> </u>	Riding Lawn Mower	@ Rate of \$ 40.00 per hour	=	\$ <u> </u>
<u>2</u>	Blower	@ Rate of \$ 15.00 per hour	=	\$ <u>30</u>
<u> </u>	Chain Saw	@ Rate of \$ 15.00 per hour	=	\$ <u> </u>
<u> </u>	Push Lawn Mower	@ Rate of \$ 15.00 per hour	=	\$ <u> </u>

Lawn grass/weed cutting 1st offense X \$200.00
Lawn grass/weed cutting 2nd offense \$300.00
Lawn grass/weed cutting 3rd offense \$500.00

Administrative Charge \$ 250.00

Trash/Debris cleanup Min. \$500.00
(To include man hours and equipment used)

Trash/Debris cleanup: \$

Contractor removal cost:
(Attach invoice)

Removal cost: \$

Pool Pump-out fee, \$1,000.00

Pool Pump-out: \$

Total of all Charges due \$ 690

RETURN THIS COMPLETED FORM TO THE CLERK'S OFFICE FOR PROCESSING ASAP

Submitted to Clerk's Office: (date) 8/18/2025

Lien letter sent: 8/20/25

RESOLUTION NO. 2025-350

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN AND STATE
OF NEW JERSEY AUTHORIZING MORGAN ENGINEERING AND
SURVEY TO PROVIDE SURVEY SERVICES RELATED TO
FUTURE IMPROVEMENTS AT THE TOWNSHIP WATER
STANDPIPE PROPERTY LOCATED AT BLOCK 115.01, LOT 1**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey ("the Township") previously appointed a pool of engineering firms pursuant to Resolution 2025-19; and

WHEREAS, Morgan Engineering was one of the firms approved; and

WHEREAS, the Township is in need of surveying services for future improvements to the Township Water Standpipe property located at Block 115.01, Lot 1; and

WHEREAS, Morgan Engineering has provided a proposal of \$5,225.00 to provide such survey services; and

WHEREAS, the Township Engineer Kurt J. Otto, PE, has issued a review memorandum dated September 25, 2025, recommending Morgan Engineering be approved to provide surveying services for future improvements at the Township Standpipe property; and

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

NOW THEREFORE BE IT RESOLVED on this 7th day of October, 2025, by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, and State of New Jersey as follows

:

1. The Township hereby accepts the recommendation of its professional staff and hereby authorizes Morgan Engineering to provide survey services for the future improvements to the Township Standpipe property located at Block 115.01 Lot 1 on the September 25, 2025 recommendation letter of the Township Engineer and the September 19, 2025 proposal submitted by Morgan Engineering both of which are attached hereto and made a part hereof.

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 Committee meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 7th day of October, 2025

Donna M. Manno, RMC
Municipal Clerk



Barnegat Township Engineering Office

900 West Bay Avenue, Barnegat, New Jersey 08005

Tel 609.698.0080 ext 148

www.barnegat.net

September 25, 2025

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

Re: Professional Services Contract, Standpipe Survey proposal

Dear Tom:

As per Resolution 2025-19, the Township of Barnegat approved various engineering firms as 2025 pool engineering consultants. As part of the pool, Morgan Engineering and Survey was requested to provide a proposal for survey services related to future improvements at the Township Water Standpipe property, located at Block 115.01, Lot 1.

Morgan Engineering and Survey provided a quote of \$5,225.00 for this work, which is within the Township budgetary estimate. Therefore, I recommend Morgan Engineering and Survey of Toms River, New Jersey, be approved for work totaling \$5,225.00, for surveying services at Township Standpipe property.

By copy of this letter, we request Township Clerk to prepare the formal resolution of award at next Township Committee meeting, approving Morgan Engineering and Survey for surveying services at Township Standpipe property.

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

Very Truly Yours

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

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

KO/ko

cc: Martin Lisella, Administrator
Donna Manno, Township Clerk
Roger Budd – Township Water/Sewer



September 15, 2025

Kurt Otto, PE Township Engineer
Township of Barnegat
900 West Bay Avenue
Barnegat, NJ 08005

**Re: *Scope and Fee Proposal for:
 "Survey and Proposed Easement for Barnegat Twp Water Main at West Bay Blvd"
 Surveying & Easement Document Preparation Services
 Township of Barnegat, Ocean County, NJ
 Morgan Municipal Project No. BARN-25-002***

Dear Mr. Otto,

Morgan Municipal, LLC is pleased to provide this proposal to the Township of Barnegat for the above referenced project.

1.0 INTRODUCTION

The Township of Barnegat has requested a proposal for surveying services for the field survey, marking property corners, and creating a future water main utility easement from Township Standpipe to Barnegat Boulevard North, in accordance with the below sketch, provided by your office, including blue colored markups on a Survey by LAN Associates of 895 West Bay Avenue, Barnegat, NJ (Rite Aid) consisting of (1) one sheet, dated 03/17/2014. (attached full size at the end of this proposal).



2.0 PROJECT SCOPE & LIMITS

The scopes of service outlined below have been prepared based on our understanding of the Township's intent to have surveying work completed for a potential utility easement for a future project for the purpose of improving water pressure in the water main system by proposing to run a new water main loop.

Specific locations included include:

1. **Block 115.01 Lot 10** (*We are only looking at marking property corners for two lots the Township owns*) Confirmed, boundary only, with corners marked.
2. **Block 115.01 Lot 1** (*We are only looking at marking property corners for two lots the Township owns*) Confirmed, boundary only with corners marked
3. **Block 115.01 Lot 2.01** – Only doing a 20-30' wide strip (representing future easement width) per the path on the plan, which would get to Barnegat Boulevard North.

3.0 SCOPES OF SERVICE

Morgan Municipal, LLC proposes the following scopes of service in support of the work as described above:

3.1 FIELD SURVEY

Morgan Municipal, LLC (Morgan Engineering & Survey) will perform a survey of the above referenced project within the Township of Barnegat, Ocean County, New Jersey. Morgan Municipal will provide a certified plan of survey for your reference.

- a. Vertical data will be tied into National Geodetic Survey Control and will be relative to NAVD 1988 and horizontal data will be based upon the New Jersey State Plane (NJSPC) NAD83 coordinate system.
- b. Visible and accessible utilities and/or utility structures within the area of interest as described above will be located and shown on the plan to include rim, grate and invert elevations, and pipe sizes entering and/or exiting existing utility structures. Morgan Municipal, LLC will survey visible evidence of existing utilities within the survey limits but may not be able to confirm the existence or actual position of all underground utilities which may be running through, or near the subject property. The NJ One Call System prohibits the use of its service for surveying and mapping of subsurface utilities for surveying or engineering design purposes. If requested, Morgan Engineering can enlist the services of a subsurface utility engineering firm to investigate and mark the approximate location of subsurface utilities that may exist on-site. This fee would be passed as a reimbursable expense.
- c. Morgan Municipal will also prepare a topographic survey of the project illustrating the elevation at one foot contour intervals. A topographical survey map is a graphic pictorial representation of the elevations on the subject property. The limits of the field survey will be approximately 0.27 miles (approximately 1,400 L.F.) and will include overlapping topographic information on adjacent properties, as accessible. In addition to topographical data, curbs, inlets, pipe inverts, and sidewalk elevations will be surveyed as available and needed.

3.2 SURVEY STAKE OUT

- a. Morgan Municipal, LLC shall physically stake out the property corners as shown on the supporting documentation.
- b. Morgan Municipal, LLC shall physically stake out the proposed water main easement as shown on the supporting documentation.

3.3 PREPARATION OF EASEMENT SURVEY DOCUMENTS

- a. Morgan Municipal, LLC shall prepare a Metes and Bounds Description as shown on the supporting documentation.
- b. Morgan Municipal, LLC shall prepare a Easement Exhibit as shown on the supporting documentation.

4.0 PROFESSIONAL FEES

Morgan Municipal proposes to provide the above outlined scopes of service on a **LUMP SUM** basis to be invoiced in accordance with the following:

	Task	Approx. Hours Budgeted	Fee
3.1	FIELD SURVEY	15	\$2,500.00
3.2	SURVEY STAKE OUT	12	\$2,000.00
3.3	PREPARATION OF EASEMENT SURVEY DOCUMENTS	4	\$725.00
TOTAL:		31	\$5,225.00

5.0 EXCLUSIONS

This proposal is specifically limited to the scope of work outlined above and includes ongoing dialogue with the Township. Should any additional testimony, planning, survey, engineering design, site investigation work or grant administrative services be required above and beyond the original scope of this proposal, Morgan Municipal will inform the Township and obtain written authorization prior to the commencement of additional work. Morgan Municipal will provide an additional services proposal, if warranted, under separate cover.

While we believe the intent of each task listed in the Scope of Basic Services is clear and limited, from time to time a reading of those services may imply a broader scope than was intended. In order to help clarify the Scope of Basic Services, we point out that the basic services listed above do not include the following services, but if needed, will be provided as a reimbursable expense:

- a. Environmental Engineering Services
- b. Any application fees and/or permit fees associated with the project submission are the sole responsibility of the Applicant and are not part of this scope of services.
- c. Filing of construction permits. Permits to be filed by the contractor.
- d. Legal Documentation such as Deed of Easement shall be prepared by an Attorney.

6.0 AUTHORIZATION

Morgan Municipal appreciates the opportunity to prepare this proposal and to assist Barnegat Township in improving the quality of life of their residents and visitors. We trust that the above fully explains the scope of service you have requested, and we look forward to working with you on this project. If the terms and conditions described above meet with your approval, please indicate your authorization to proceed by signing in the appropriate space below and returning one copy to our office.

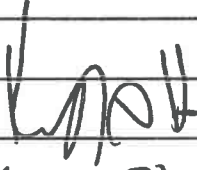
Upon approval of this proposal, Morgan Municipal, LLC is prepared to begin the above-mentioned services immediately and have all work completed within approximately (60) days of authorization. If you have any questions, please do not hesitate to contact this office at your earliest convenience.

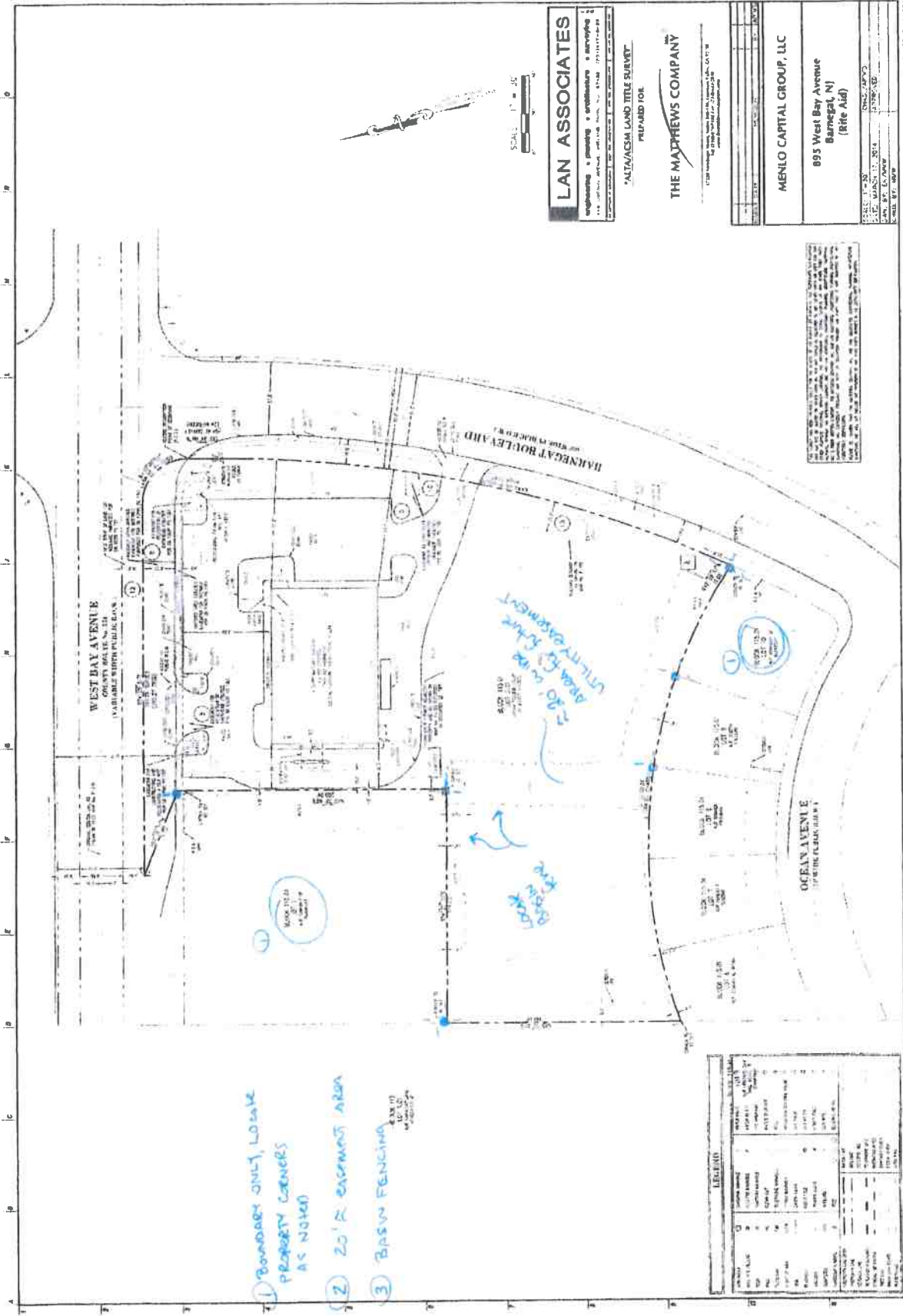
Sincerely,



MARK J. ROHMEYER, P.E., P.P., C.M.E.
Morgan Municipal, LLC

CC: Martin Lisella, Township Administrator
Donna Manno, Municipal Clerk

PROPOSAL AND STANDARD SCHEDULE OF CHARGES ACKNOWLEDGED AND ACCEPTED:	
CLIENT:	
SIGNATURE:	
NAME:	KURT OTT
DATE:	9/24/25



LAN ASSOCIATES
 SURVEYING • PLANNING • CONSULTING • ENGINEERING
 1100 WEST BAY AVENUE, SUITE 100, BARNEGAT, NJ 08005
 TEL: 732-261-1100 FAX: 732-261-1101

"ACT/ACSM LAND TITLE SURVEY"
 PREPARED FOR:

THE MATTHEWS COMPANY

1100 West Bay Avenue, Suite 100, Barnegat, NJ 08005
 Tel: 732-261-1100 Fax: 732-261-1101

DATE: 11-20-2014	DATE: 11-20-2014
BY: J. J. JONES	BY: J. J. JONES
CHECKED: J. J. JONES	CHECKED: J. J. JONES
APPROVED: J. J. JONES	APPROVED: J. J. JONES
PROJECT: 895 West Bay Avenue, Barnegat, NJ (Site Add)	PROJECT: 895 West Bay Avenue, Barnegat, NJ (Site Add)
CLIENT: MENLO CAPITAL GROUP, LLC	CLIENT: MENLO CAPITAL GROUP, LLC

LEGEND

SYMBOL	DESCRIPTION
(1)	Property Corner
(2)	Property Corner
(3)	Property Corner
(4)	Property Corner
(5)	Property Corner
(6)	Property Corner
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RESOLUTION 2025-351

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, DENYING THE REQUEST FOR THE RELEASE OF ROAD OPENING BOND FOR BLOCK 95.23, LOT 1.02, 29 EIGHTH STREET

WHEREAS, The Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey has received a payment from Nick Ferraro for Road Opening Permit in the amount of \$2500.00 for 29 Eighth Street, Block 95.23, Lot 1.02; and

WHEREAS, under the Township Code Section 66-26, it stipulates that a road opening bond remain on deposit with the Township for a period of two years from the date the work has been completed; and

WHEREAS, the Township has received a letter from the Township Engineer, Kurt Otto dated September 30, 2025 denying the release of the road opening bond;

WHEREAS, the Township finds that the recommendations of its Township engineer are appropriate and in the long term best interest of the Township and its residents; and

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the request for the release of the Road opening bond for 29 Eighth Street to Nick Ferraro is hereby denied based on the recommendation of the Township Engineer.

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 at the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey, on the 7th day of October, 2025.

Donna M. Manno, RMC
Municipal Clerk



Barnegat Township

Engineering Office

900 West Bay Avenue, Barnegat, New Jersey 08005

Tel 609.698.0080 ext 148

www.barnegat.net

September 30, 2025

Township of Barnegat
900 West Bay Avenue
Barnegat, NJ 08005

Attention: Donna Manno (via email donnam@barnegat.net)

***Road Opening Permit Bond Release Review
29 Eighth Street; Block 95.23, Lot 1.02***

Dear Ms. Manno:

As requested by the applicant, this office has inspected the road opening at the above referenced address and finds that the trench has settled and has not been repaired in accordance with Township requirements. Therefore, this office cannot authorize release of road opening bond at this time.

Should you have any questions or require any further information, please contact my office.

Very Truly Yours

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

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

Cc:

Martin Lisella, Twp Administrator
Tom Lombarski, Twp CFO
Jen McCorry, Twp Finance
Nick Ferraro, via email, (nicferraro22@gmail.com)

RESOLUTION NO. 2025 –352

**RESOLUTION OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, DENYING RELEASE OF THE
PERFORMANCE GUARANTEE FOR RIGHT-
OF-WAY IMPROVEMENTS FOR
CVS HEALTH CORPORATION
BLOCK 92.111, LOTS 24.12 AND 24.13**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (“the Township”) has received a request from the applicant CVS Health Corporation (“the Applicant”) for the release of a performance guarantee for right-of-way site improvements for property known as Block 92.111, Lots 24.12 and 24.13 (“the Property”); and

WHEREAS, the Township’s Consulting Engineer CME Associates issued a review memorandum dated September 19, 2025, a copy of which is attached hereto and made a part hereof, indicating that there are a number of punch list items that remain outstanding and that the performance guarantee cannot be released at this time; and

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

NOW, THEREFORE, BE IT RESOLVED on this 7th day of October, 2025, 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 denies the release of the performance guarantee for right-of-way site improvements until the punch list items set forth in the review memorandum of the Township Engineer CME Associates, a copy of which is attached hereto, have been completed. Once the items have been completed to the satisfaction of the Engineer, the Applicant can resubmit for release of the performance guarantee.

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

- (a) Alfonso Cirulli, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Tom Lombarski, CFO
- (d) Kurt J. Otto, Township Engineer
- (e) Roger Budd, Water and Sewer Utility Supervisor
- (f) Christine Roessner, Township Finance Department
- (g) Zachary M. Jordan, CME Associates
- (h) Christopher J. Dasti, Township Attorney
- (i) Sam Steinberg, CVS Health Corporation

CERTIFICATION

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on October 7, 2025, a quorum being present and voting in the majority.

Donna M. Manno, RMC
Municipal Clerk



September 19, 2025

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

**Re: Request for Release of Performance Guarantee (Check# 2008)
Right-Of-Way Site Improvements
CVS Store
Block 92.111, Lots 24.12 and 24.13
Applicant: CVS Health Corporation
Our File: 115.BGE0092.V03**

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.

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 as the site 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:

- It remains for all broken or missing Belgian block curb joints to be repaired.
- It remains for all broken blocks in the curb-line to be replaced and broken pieces to be cleaned up.
- Restripe stop bars
- Water is pooling in the parking lot directly in front of the exit for the drive-thru pharmacy and is not flowing into the drainage inlet easily.
- Water is pooling in the parking lot near the exit off of West Bay Ave and is not flowing into the drainage inlet easily.
- It remains for a letter of final acceptance to be obtained from the Ocean County Engineer for the improvements within the West Bay Avenue and Lighthouse Drive rights-of-way.

In addition, the maximum reduction to 30% of the original performance guarantee amount has already been approved. Therefore, the Township will not permit any further reductions.

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

Once 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 \$2,594.70 which is 15% of the original estimated construction cost of \$17,298.00.



**Consulting & Municipal
ENGINEERS**

Donna Manno, Municipal Clerk
Township of Barnegat
Re: CVS Store
Site Improvements Bond Release Request

September 19, 2025
Our File No. 115.BGE0092.V03
Page 2

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

A handwritten signature in black ink, appearing to read 'Zachary M. Jordan'.

Zachary M. Jordan, PE, CME, CFM
For the Firm

ZMJ

Enclosure

cc: Martin Lisella, Township Administrator
Tom Lombarski, CFO
Christine Roessner, Township Finance
Christopher Dasti, Esq., Township Attorney
Kurt Otto, PE, Township Engineer
Sam Steinberg, CVS Health Corporation

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

Brigit P. Zahler*
William J. Oxley
Damian B. Majewski
Brandon E. DeJesus
Kenneth E. Bozarth

*Also admitted in NY

GL-3745

September 29, 2025

Via Email

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

**Re: Resolution Denying Release of Performance Guarantee for Right-of-Way
Improvements for Block 92.111, Lots 24.12 and 24.13
Resolution Authorizing Release of 4-Year Maintenance Bond for On-Site
Stormwater Management Systems for Block 92.111, Lots 24.12 and 24.13
Resolution Authorizing Release of 10-Year Inspection Guarantee for Block
92.111, Lots 24.12 and 24.13**

Dear Donna:

Enclosed please find resolutions with regard to the above-referenced matters. They 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

Enclosures

cc: Martin Lisella, Township Administrator-via email
Tom Lombarski, CFO-via email
Roger Budd, Township Water and Sewer Utility Supervisor- via email
Christine Roessner, Township Finance Department-via email
Kurt J. Otto, PE, Township Engineer-via email
Zachary M. Jordan, CME Associates-via email

RESOLUTION NO. 2025 –353

**RESOLUTION OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING RELEASE OF
THE 4-YEAR MAINTENANCE BOND FOR ON-
SITE STORMWATER MANAGEMENT
SYSTEMS FOR CVS HEALTH CORPORATION
BLOCK 92.111, LOTS 24.12 AND 24.13**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (“the Township”) has received a request from the applicant CVS Health Corporation (“the Applicant”) for the release of a 4-year maintenance bond for on-site stormwater management system (Bond No. 6680301) for property known as Block 92.111, Lots 24.12 and 24.13 (“the Property”); and

WHEREAS, the Applicant posted the 4-year maintenance bond on January 14, 2010 in the amount of \$99,120.00; and

WHEREAS, the Township’s Consulting Engineer CME Associates issued a review memorandum dated September 19, 2025, a copy of which is attached hereto and made a part hereof, advising that no claims have been made against the bond and that the bond was eligible for release on January 14, 2024. At this time, the bond can be released; and

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

NOW, THEREFORE, BE IT RESOLVED on this 7th day of October, 2025, by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township hereby authorizes release of the 4-year maintenance bond for on-site stormwater management system (Bond No. 6680301).

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

- (a) Alfonso Cirulli, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Tom Lombarski, CFO
- (d) Kurt J. Otto, Township Engineer
- (e) Roger Budd, Water and Sewer Utility Supervisor
- (f) Christine Roessner, Township Finance Department
- (g) Zachary M. Jordan, CME Associates
- (h) Christopher J. Dasti, Township Attorney
- (i) Sam Steinberg, CVS Health Corporation

CERTIFICATION

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on October 7, 2025, a quorum being present and voting in the majority.

Donna M. Manno, RMC
Municipal Clerk



**Consulting & Municipal
ENGINEERS**

849 W. Bay Avenue, Suite 16
Barnegat, NJ 08005
732.410.2650 ☎
www.cmeusa1.com 🌐

September 19, 2025

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

**Re: Request for Release of
4-Year Maintenance Bond for the
On-Site Stormwater Management System (Bond #6680301)
CVS Store
Block 92.111, Lots 24.12 and 24.13
Applicant: CVS Health Corporation
Our File: 115.BGE0092.V03**

Dear Mrs. Manno:

According to our records, the Applicant posted a 4-year maintenance bond for the off-tract stormwater management system in the amount of \$99,120.00 on January 14, 2010. It is our understanding that the Applicant recently requested that this bond be released. In this regard, since the maintenance bond was eligible to be released on January 14, 2014 and no claims were made against the bond, our office has no objection to the 4-year maintenance bond being released at this time.

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, CFM
For the Firm

ZMJ

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
Sam Steinberg, CVS Health Corporation

CONSULTING AND MUNICIPAL ENGINEERS LLC

NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000

Barnegat • Berlin • Camden • Cape May Court House • East Brunswick • Howell • Parlin

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

Brigit P. Zahler*
William J. Oxley
Damian B. Majewski
Brandon E. DeJesus
Kenneth E. Bozarth

*Also admitted in NY

GL-3745

September 29, 2025

Via Email

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

**Re: Resolution Denying Release of Performance Guarantee for Right-of-Way
Improvements for Block 92.111, Lots 24.12 and 24.13
Resolution Authorizing Release of 4-Year Maintenance Bond for On-Site
Stormwater Management Systems for Block 92.111, Lots 24.12 and 24.13
Resolution Authorizing Release of 10-Year Inspection Guarantee for Block
92.111, Lots 24.12 and 24.13**

Dear Donna:

Enclosed please find resolutions with regard to the above-referenced matters. They 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

Enclosures

cc: Martin Lisella, Township Administrator-via email
Tom Lombarski, CFO-via email
Roger Budd, Township Water and Sewer Utility Supervisor- via email
Christine Roessner, Township Finance Department-via email
Kurt J. Otto, PE, Township Engineer-via email
Zachary M. Jordan, CME Associates-via email

RESOLUTION NO. 2025 –354

**RESOLUTION OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING RELEASE OF 10-
YEAR INSPECTION GUARANTEE FOR
CVS HEALTH CORPORATION
BLOCK 92.111, LOTS 24.12 AND 24.13**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (“the Township”) has received a request from the applicant CVS Health Corporation (“the Applicant”) for the release of a 10-year inspection guarantee for On-Site Stormwater Management System (Bond No. 6680298); and

WHEREAS, the bond was posted for property known as Block 92.111, Lots 24.12 and 24.13 (“the Property”); and

WHEREAS, the 10-year inspection bond for off-tract stormwater management system was posted in the amount of \$247,800.00 on January 14, 2010; and

WHEREAS, the Township’s Consulting Engineer CME Associates has issued a review memorandum dated September 19, 2025, a copy of which is attached hereto and made a part hereof, indicating that no claims have been made against the bond and the 10-year inspection period has expired as of January 14, 2020 as the bond can be released at this time; and

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

NOW, THEREFORE, BE IT RESOLVED on this 7th day of October, 2025, by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township hereby authorizes the release of the 10-year inspection guarantee for On-Site Stormwater Management System Bond No. 6680298.

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

- (a) Alfonso Cirulli, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Tom Lombarski, CFO
- (d) Kurt J. Otto, Township Engineer
- (e) Roger Budd, Water and Sewer Utility Supervisor
- (f) Christine Roessner, Township Finance Department
- (g) Zachary M. Jordan, CME Associates
- (h) Christopher J. Dasti, Township Attorney
- (i) Sam Steinberg, CVS Health Corporation

CERTIFICATION

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on October 7, 2025, a quorum being present and voting in the majority.

Donna M. Manno, RMC
Municipal Clerk



**Consulting & Municipal
ENGINEERS**

849 W. Bay Avenue, Suite 16
Barnegat, NJ 08005
732.410.2650 ☎
www.cmeusa1.com 🌐

September 19, 2025

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

**Re: Request for Release of
10-Year Inspection Guarantee for the
On-Site Stormwater Management System (Bond #6680298)
CVS Store
Block 92.111, Lots 24.12 and 24.13
Applicant: CVS Health Corporation
Our File: 115.BGE0092.V03**

Dear Mrs. Manno:

According to our records, the Applicant posted a 10-year inspection bond for the off-tract stormwater management system in the amount of \$247,800.00 on January 14, 2010. It is our understanding that the Applicant recently requested that this bond be released. In this regard, since the inspection bond was eligible to be released on January 14, 2020 and no claims were made against the bond, our office has no objection to the 10-year inspection bond being released at this time.

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, CFM
For the Firm

ZMJ

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
Sam Steinberg, CVS Health Corporation

CONSULTING AND MUNICIPAL ENGINEERS LLC

NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000

Barnegat • Berlin • Camden • Cape May Court House • East Brunswick • Howell • Parlin

DASTI & STAIGER

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Brigit P. Zahler*
William J. Oxley
Damian B. Majewski
Brandon E. DeJesus
Kenneth E. Bozarth

*Also admitted in NY

GL-3745

September 29, 2025

Via Email

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

**Re: Resolution Denying Release of Performance Guarantee for Right-of-Way
Improvements for Block 92.111, Lots 24.12 and 24.13
Resolution Authorizing Release of 4-Year Maintenance Bond for On-Site
Stormwater Management Systems for Block 92.111, Lots 24.12 and 24.13
Resolution Authorizing Release of 10-Year Inspection Guarantee for Block
92.111, Lots 24.12 and 24.13**

Dear Donna:

Enclosed please find resolutions with regard to the above-referenced matters. They 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

Enclosures

cc: Martin Lisella, Township Administrator-via email
Tom Lombarski, CFO-via email
Roger Budd, Township Water and Sewer Utility Supervisor- via email
Christine Roessner, Township Finance Department-via email
Kurt J. Otto, PE, Township Engineer-via email
Zachary M. Jordan, CME Associates-via email

RESOLUTION NO. 2023-355

**A RESOLUTION OF THE TOWNSHIP
COMMITTEE OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN AND STATE OF
NEW JERSEY DENYING RELEASE OF
MAINTENANCE GUARANTEE FOR
SITE IMPROVEMENTS FOR
OCEAN ACRES PHASE 8**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (“the Township”) is the holder of Maintenance Guarantee Bond #PB00459500135M posted by the Developer Walters Development Co. (“the Developer”) for development known as Ocean Acres Phase 8; and

WHEREAS, the maintenance guarantee was posted for site improvements; and

WHEREAS, the maintenance bond was posted on October 18, 2023 in the amount of \$390,911.25; and

WHEREAS, pursuant to the terms of Municipal Land Use Law N.J.S.A. 40:55D-1 et seq., maintenance bonds are in effect for a period of two (2) years; and

WHEREAS, the Township’s Consulting Engineer CME Associates recently inspected the site and found that a number of punch list items need to be corrected prior to the release of the maintenance bond; and

WHEREAS, the Township’s Consulting Engineer issued a review memorandum dated September 9, 2025, a copy of which is attached hereto and made a part hereof, recommending denial of the release of the maintenance bond until the punch list of items set forth in the attached memorandum are completed to the satisfaction of the Township’s Consulting Engineer; and

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

NOW THEREFORE BE IT RESOLVED this 7th day of October 2025, 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 denies release of the maintenance bond for Ocean Acres Phase 8 until the punch list items set forth in the attached review memorandum dated September 9, 2025, of the Township's Consulting Engineer are corrected to the satisfaction of the Township's Consulting Engineer.

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

- (a) Mayor Alfonso Cirulli
- (b) Martin Lisella, Township Administrator
- (c) Tom Lombarski, CFO
- (d) Kurt J. Otto, PE, Township Engineer
- (e) Zachary M. Jordan, CME Associates
- (f) Christine Roessner, Finance Department
- (g) Christopher J. Dasti, Township Attorney
- (h) Walters Development Co.

CERTIFICATION

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on October 7, 2025, a quorum being present and voting in the majority.

Donna M. Manno, RMC
SITE Municipal Clerk



**Consulting & Municipal
ENGINEERS**

849 W. Bay Avenue, Suite 16
Barnegat, NJ 08005
732.410.2650 ☎
www.cmeusa1.com 🌐

September 8, 2025
Revised September 9, 2025

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

**Re: Request for Full Release of Maintenance Guarantee (Bond# PB00459500135M)
Site Improvements
Ocean Acres Phase 8
Applicant: Walters Development Co.
Our File: VBGE0092.01**

Dear Ms. Manno:

According to our records, a maintenance bond was originally posted on October 18, 2023, in the amount \$390,911.25 for the above referenced project. Under the Municipal Land Use Law, maintenance bonds remain in effect for a period of two (2) years. Our office recently inspected the site and found that the items on the attached punch list must be corrected prior to release of the maintenance bond.

Based on the above, our office does not recommend release of maintenance guarantee at this time.

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, CFM
Consulting Engineer

ZMJ

Enclosures

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

CONSULTING AND MUNICIPAL ENGINEERS LLC

NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000

Barnegat • Berlin • Camden • Cape May Court House • East Brunswick • Howell • Parlin



ASSOCIATES
CONSULTING AND MUNICIPAL ENGINEERS
849 West Bay Avenue, Suite 16, Barnegat, NJ 08005
P: (732) 410-2650

**Barnegat, New Jersey
Ocean Acres Phase 8**

Site Maintenance Punch List

**Date: September 8, 2025
Revised September 9, 2025**

Our File: VBGE0092.01

I. Curb

1. 50 Tina Way – 2 L.F. of Belgium Block Missing
2. 1960 Breakers Drive – 3 L.F. of Belgium Block Broken At Driveway

II. Paving, Striping, Signage

1. 27 Fawcett Boulevard – Transverse Crack In Top Pavement
2. 35 Fawcett Boulevard – Transverse Crack In Top Pavement
3. 43 Fawcett Boulevard – Transverse Crack In Top Pavement
4. 52 Fawcett Boulevard - Transverse Crack In Top Pavement
5. 55 Fawcett Boulevard – Transverse Crack In Top Pavement
6. 55 Fawcett Boulevard On Tina Way - Transverse Crack In Top Pavement
7. 57 Fawcett Boulevard – Transverse Crack In Top Pavement
8. 60 Fawcett Boulevard – Transverse Crack In Top Pavement
9. 62 Fawcett Boulevard – Transverse Crack In Top Pavement
10. 67 Fawcett Boulevard – Transverse Crack In Top Pavement
11. 71 Fawcett Boulevard – Transverse Crack In Top Pavement
12. 73 Fawcett Boulevard – Transverse Crack In Top Pavement
13. 3 Bobstay Road – Transverse Crack In Top Pavement
14. 4 Bobstay Road – Transverse Crack In Top Pavement
15. 7 Bobstay Road – Transverse Crack In Top Pavement
16. 12 Bobstay Road – Transverse Crack In Top Pavement
17. 18 Bobstay Road – Transverse Crack In Top Pavement
18. 19 Bobstay Road – Transverse Crack In Top Pavement
19. 21 Bobstay Road – Transverse Crack In Top Pavement
20. 1 Pilot Court – Transverse Crack In Top Pavement
21. 1 Full Rigger Avenue – Transverse Crack In Top Pavement
22. 53 Tina Way – Transverse Crack In Top Pavement
23. 1952 Breakers Drive – Transverse Crack In Top Pavement
24. 1957 Breakers Drive – Transverse Crack In Top Pavement
25. 1959 Breakers Drive – Transverse Crack In Top Pavement
26. 1963 Breakers Drive – Transverse Crack In Top Pavement
27. 1970 Breakers Drive – Transverse Crack In Top Pavement

28. 1972 Breakers Drive – Transverse Crack In Top Pavement

III. Lighting

1. 1961 Breakers Drive – Light Is Not Functioning / Bulb Is Out
2. 1972 Breakers Drive – Light Is Not Functioning / Bulb Is Out

IV. Storm Sewer

1. 2 Dylan Boulevard – Clean Debris from Inlet
2. 1 Full Rigger Avenue on Fawcett Boulevard – Clean Debris from Inlet
3. 2 Outsail Avenue – Remove Filter Fabric from Inlet for Inspection
4. 3 Outsail Avenue – Remove Filter Fabric from Inlet for Inspection
5. 5 Michael Avenue – Remove Filter Fabric from Inlet for Inspection
6. 24 Fawcett Boulevard – Remove Filter Fabric from Inlet for Inspection
7. 53 Fawcett Boulevard – Clean Debris from Inlet
8. 55 Fawcett Boulevard on Tina Way – Replace Broken Inlet Head
9. 57 Fawcett Boulevard – Clean Debris from Both Inlets
10. 1952 Breakers Drive – Clean Debris from Both Inlets
11. 1968 Breakers Drive – Replace Broken Inlet Head
12. 12 Bobstay Road – Reparge Brick Riser Layer
13. 20 Bobstay Road – Clean Debris from Inlet

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

Brigit P. Zahler*
William J. Oxley
Damian B. Majewski
Brandon E. DeJesus
Kenneth E. Bozarth

*Also admitted in NY

File No.: GL-2128

September 9, 2025

Via Email

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

Re: Resolution Denying Release of Maintenance Bond for Ocean Acres Phase 8

Dear Donna:

Enclosed please find resolution denying release of the maintenance bond for Ocean Acres Phase 8. 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

Enclosure

cc: Alfonso Cirulli, Mayor-via email
Martin Lisella, Township Administrator-via email
Toms Lombarski, CFO-via email
Christine Roessner, Finance Department-via email
Kurt J. Otto, P.E., Township Engineer-via email
Zachary Jordan, PE, CME-via email

RESOLUTION NO. 2025-356

**A RESOLUTION OF THE TOWNSHIP COMMITTEE
OF THE TOWNSHIP OF BARNEGAT, COUNTY OF
OCEAN AND STATE OF NEW JERSEY ACCEPTING
STORM SEWER EASEMENTS FOR PROPERTIES IN
OCEAN ACRES PHASE 12**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (the “Township”) has received and reviewed a request from the Developer Walters Development Co., LLC (the “Developer”) for acceptance of proposed storm sewer easements for a development known as Ocean Acres Phase 12; and

WHEREAS, the easements which are attached hereto and made a part hereof, are for the following:

- a. Storm Sewer Easement for Block 92.02, Lots 1.01, 2.01, 3.01, 5.01, 6.01, and 7.01
- b. Storm Sewer Easement Block 92.01, Lots 9.02 and 10.01

WHEREAS, the easements have been reviewed and approved by the Township’s professional staff and acceptable as to form and content; and

WHEREAS, the purpose of the easements is that the property is dedicated to the Township for storm sewer facilities; and

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

NOW THEREFORE BE IT RESOLVED on this 7th day of October, 2025, by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, and State of New Jersey as follows:

1. The Township hereby accepts Storm Sewer Easements for Block 92.02, Lots 1.01, 2.01, 3.01, 5.01, 6.01 and 7.01; and for Block 92.01, Lots 9.02 and 10.01, dedicated to the Township.

2. The Township hereby authorizes the Mayor and Township Clerk to execute said easements. The Developer shall record the easements at the Developer's expense and provide a recorded copy to the Township Clerk.

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

- (a) Mayor Alfonso Cirulli
- (b) Martin Lisella, Township Administrator
- (c) Roger Budd, Water and Sewer Director
- (d) Kurt J. Otto, P.E., Township Engineer
- (d) Walters Development, LLC.
- (e) John Kornick, P.E., Applicant's Engineer
- (f) Christopher J. Dasti, Esq., Township Attorney

CERTIFICATION

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on October 7, 2025, a quorum being present and voting in the majority.

Donna M. Manno, RMC
Municipal Clerk



Barnegat Township

Engineering Office

900 West Bay Avenue, Barnegat, New Jersey 08005

Tel 609.698.0080 ext 148

www.barnegat.net

September 10, 2025

Mr. Steven Bagge, PE
K2 Consulting Engineers
36 Tanner Street, Suite 100
Haddonfield, NJ 08033

Re: *Application No. MMROADREV*
 Proposed Easement Review #2
 Ocean Acres Development – Phase 12
 Applicant: Walters Development Co., LLC

Dear Mr. Bagge:

Our office received for review the following easement description information in support of constructability reviews for Ocean Acres Development, Phase 12:

- One (1) set of plans entitled "Site Improvement Plan, Ocean Acres – Phase 12 (sheets 4 & 5 of 48) prepared by John W. Kornick, PE, PP with K2 Consulting Engineers, of Haddonfield, dated 5/31/24, last revised 7/28/25;
- One (1) copy of legal description and exhibit for the proposed Storm Sewer Easement (attached) affecting Lots 1.01, 2.01, 3.01, 4.01, 5.01, 6.01 and 7.01, Block 92.02;
- One (1) copy of legal description and exhibit for the proposed Storm Sewer Easement (attached) affecting Lots 9.01 and 10.01, Block 92.01;

Please note the following comments:

1. As to the above noted proposed easements, we have reviewed and found form and legal descriptions to be acceptable and recommend Township attorney prepare the necessary Resolutions for Township Committee review and acceptance.
2. Prior to recording, the legal form of the easement documents must be reviewed and approved by Christopher Dasti, Township Attorney.

Once the above items have been addressed, the easement documents may be recorded in the Ocean County Clerk's office. Once the easement documents have been recorded, copies of the recorded easements must be submitted to the Township Clerk's office and our office.

Should you have any further questions, please contact this office.

Very truly yours,

A handwritten signature in black ink, appearing to read 'K. Otto', with a stylized flourish at the end.

Kurt Otto, PE, CME, CFM
Township Engineer

KO/ko

Attachments for all

cc: Roger Budd, Township Water and Sewer Director
Donna Manno, Township Clerk
Chris Dasti, Township Water and Sewer Attorney
Walters Development, LLC – Applicant
John Kornick, PE – Applicant's Engineer

Prepared By: Kristopher J. Berr, Esquire

STORM SEWER EASEMENT

THIS EASEMENT made on this 7th day of October, 2025, by and between

WALTERS DEVELOPMENT CO., L.L.C. having an office located at 500 Barnegat Boulevard North, Barnegat, New Jersey 08005 (referred to as “Grantor”),

and

BARNEGAT TOWNSHIP, a municipal corporation whose offices are located at 900 West Bay Avenue, Barnegat, New Jersey (“Grantee”).

WITNESSETH that the background of this Agreement is as follows:

WHEREAS, the Grantor owns various parcels of property to be utilized for the construction of single family residential homes in Barnegat Township, Ocean County, New Jersey, including but not limited to the parcels identified on the Municipal Tax Map as Tax Block 92.01, Lots 9.01 and 10.01 (the “Lots”), more particularly shown and described on the plan entitled Storm Sewer and Grading Easement Exhibit, dated June 25, 2025, prepared by K2 Consulting Engineers, Inc. attached hereto as Exhibit A (the “Plan”); and

WHEREAS, the Grantor is in the process of developing the Lots together with various other single family residential building lots in the vicinity of the Lots; and

WHEREAS, the Lots and the other single family residential building lots in the vicinity of the Lots owned by Grantor will benefit from the installation and maintenance of storm water facilities; and

WHEREAS, in order to install and maintain the appropriate storm water facilities, it will be necessary for the Grantor to provide the Grantee with an easement across a portion of the Lots; and

WHEREAS, it is in the Grantor’s best interest to grant this Easement to the Grantee.

NOW THEREFORE, in consideration of \$1.00 and other good and valuable consideration, receipt of which is mutually acknowledged, the parties do hereby agree as follows:

1. Subject to the terms and conditions contained herein, the Grantor hereby grants, conveys, and transfers to the Grantee, its successors and assigns, a nonexclusive easement across that portion of the Lots which is more particularly shown and described on the Plan as “Proposed 20' Wide Storm Sewer And Grading Easement Area Containing: 3,500 sf” and described in metes and bounds on Exhibit B attached hereto entitled “20' wide Storm Sewer and Grading Easement – Lots 9.01 & 10.01 in Block 92.01 Ocean Acres Phase 12, Township of Barnegat, Ocean County, New Jersey” (collectively, the “Easement Area”).

2. The Grantor shall install underground storm water facilities within the Easement Area. The Grantor, its successor and assigns, shall at all times be responsible to maintain, repair and replace the underground storm water facilities located or to be located in the Easement Area. The Grantor, its successors and assigns, shall also be responsible for maintenance of all improvements within the Easement Area.

3. In the event Grantor its successor and assigns fail to maintain the underground storm water facilities, then Grantee, its successors and assigns, shall have the right, but not the obligation, to enter upon the Easement Area at all reasonable times, and upon reasonable notice to the Grantor, its successors and assigns, in order to maintain, repair and/or replace the underground storm water facilities installed or to be installed in the Easement Area. Notwithstanding the above, in the event that the Grantee, in its reasonable discretion, determines that the failure to act would result in the threat of immediate harm to persons or property, then the Grantee shall have the right to enter upon the Easement Area without notice, and in such event, the Grantee shall give notice to the Grantor as soon as reasonably practicable.

4. In connection with any and all work performed in the Easement Area by the Grantee pursuant to paragraph 3 above, the Grantee, its successors and assigns shall (i) obtain any and all necessary governmental approvals (ii) comply with all applicable federal, state and local health, safety, land use, environmental and other applicable laws, rules, regulations, ordinances and directives; (iii) immediately restore the Easement Area to its condition prior to any disturbance and (iv) and perform all work promptly and in a good and workmanlike fashion.

5. The Grantor, its successors, and assigns, shall not perform any grading, and shall construct no building, structure, or place any equipment or other impediment in the Easement Area which would impede the Grantee's use and enjoyment of this Easement.

6. Any controversy or dispute arising under the terms of this Easement Agreement shall be submitted to binding arbitration on an expedited basis to an arbitrator mutually agreeable to the parties. If the parties are unable to agree on an arbitrator, they shall apply to the American Arbitration Association for the appointment of an arbitrator. The arbitration shall be conducted in accordance with the commercial rules of arbitration of the American Arbitration Association. The party prevailing in such an arbitration shall, in addition to any other remedy afforded, be entitled to reimbursement for the cost of the arbitration, including but not limited to reasonable counsel fees. Either party shall have the right to enforce any arbitration award in accordance with the terms of N.J.S.A. 2A:24-1, et seq.

7. This Easement and all rights incidental thereto, whether expressed or implied, shall be construed to be a covenant running with the land, and shall be binding upon and inure to the benefit of any successor or assign of the parties hereto.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Easement on the day and year first above written.

GRANTOR:

WALTERS DEVELOPMENT CO., L.L.C.

Witness

By: _____
Edward M. Walters, Jr., Authorized Member

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: ss
COUNTY OF _____ :

I certify that on _____, 2025, Edward Walters, personally came before me and this person acknowledged under oath, to my satisfaction, that this person:

- (a) this person signed, sealed, and delivered to the attached document as authorized member of Walters Development Co., LLC, the limited liability company named in this document;
- (b) the proper limited liability company seal was affixed; and,
- (c) this document was signed and made by the limited liability company as its voluntary act and deed by virtue of authority from its Managing Member or Committee.

Notary Public
My commission expires:

GRANTEE:
TOWNSHIP OF BARNEGAT


Witness

By: _____
Name: Alfonso Cirulli
Title Mayor


ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: ss
COUNTY OF OCEAN :

I certify that on October 7, 2025, before me the subscriber, a Notary Public of New Jersey, personally appeared Donna M. Manno, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Municipal Clerk of the Township of Barnegat, the Municipal Corporation named in the within Instrument; that Alfonso Cirulli is the Mayor of said Municipal Corporation, that the execution, as well as the making of this Instrument, has been duly authorized by a proper Resolution of the Township Council of the said Municipal Corporation; that the deponent well knows the corporate seal of said Municipal Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor as and for the voluntary act and deed of said Municipal Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sworn and Subscribed to
Before me this _____ day of
_____, 2025.

NOTARY PUBLIC OF NEW JERSEY


Municipal Clerk



PD21-010
June 25, 2025

**20' wide Storm Sewer and Grading Easement – Lots 9.01 & 10.01 in Block 92.01
Ocean Acres Phase 12, Township of Barnegat, Ocean County, New Jersey**

All that certain tract or parcel of land, situate, lying and being in the Township of Barnegat, County of Ocean, State of New Jersey, being more particularly described as follows:

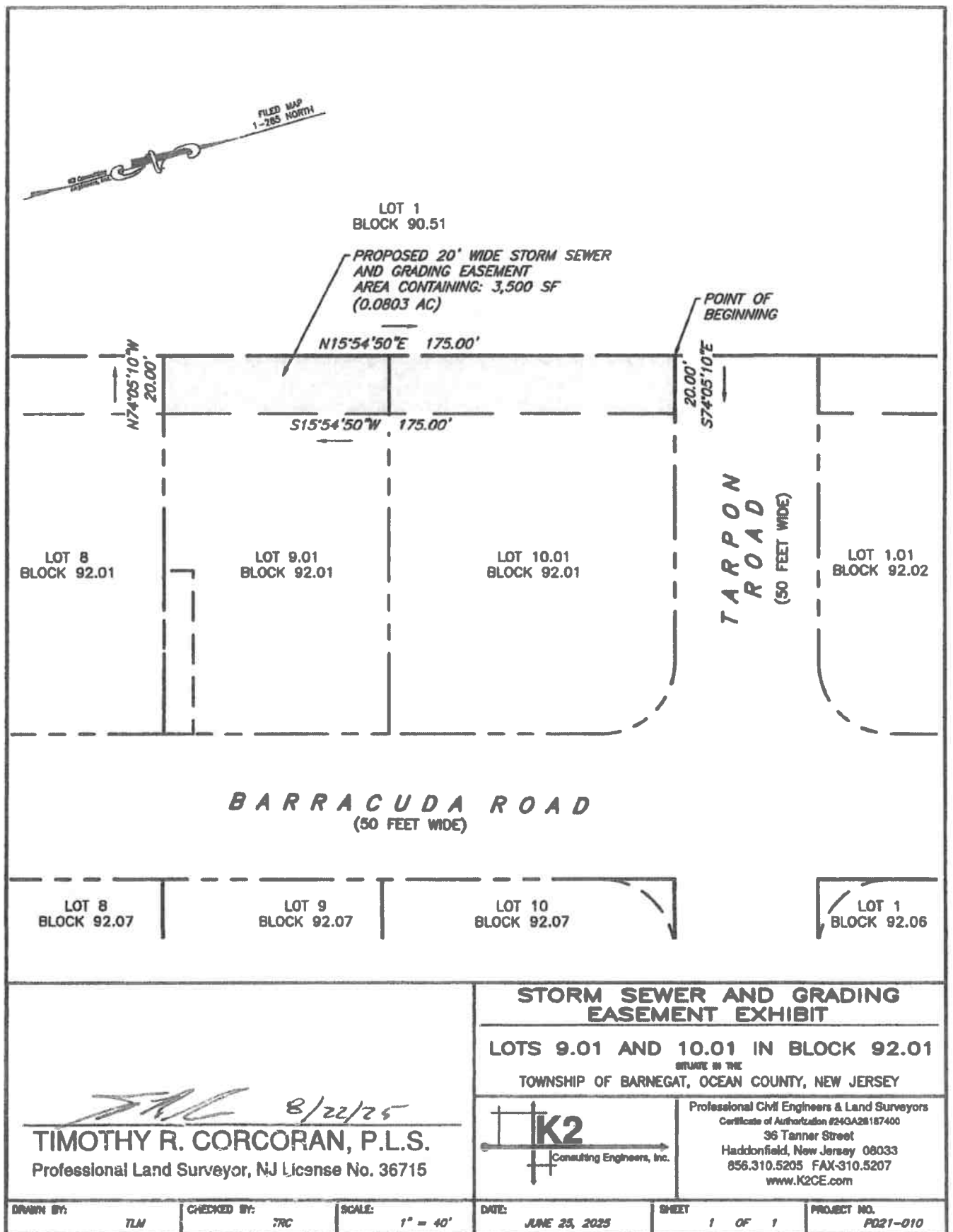
BEGINNING at a point in the easterly line of Lot 1 of Block 50.91 where the same is intersected by the southerly line at the westerly terminus of Tarpon Road (50 feet wide), said point being the northwesterly property corner of Lot 10.01 in Block 92.01 as illustrated on a plan entitled "Minor Subdivision Plan of Walter Homes" filed in the Ocean County Clerk's Office on March 7, 2022 as map no. L4305 and from said beginning point runs; thence,

1. Along Tarpon Road, South 74 degrees 05 minutes 10 seconds East, a distance of 20.00 feet to a point in the line of the same; thence,
2. Through Lot 10.01 and continuing through Lot 9.01 in Block 92.01, South 15 degrees 54 minutes 50 seconds West, a distance of 175.00 feet to a point in the division line of Lot 9.01 and Lot 8 in Block 92.01; thence,
3. Along the division line of Lots 9.01 and 8, North 74 degrees 05 minutes 10 seconds West, a distance of 20.00 feet to a point corner to the same in the aforementioned easterly line of Lot 1; thence,
4. Along the division line of Lots 1 and 9.01 and continuing along the westerly line of Lot 10.01, North 15 degrees 54 minutes 50 seconds East, a distance of 175.00 feet to the point and place of **BEGINNING**.

SAID ABOVE DESCRIBED tract or parcel of land contains within said bounds 3,500 square feet or 0.0803 acres of land, more or less.

A handwritten signature in black ink, appearing to read 'Timothy R. Corcoran', is written over a horizontal line.

Timothy R. Corcoran, PLS
Professional Land Surveyor
N.J. License Number GS-36715



Prepared By: Kristopher J. Berr, Esquire

STORM SEWER EASEMENT

THIS EASEMENT made on this 7th day of October, 2025, by and between

WALTERS DEVELOPMENT CO., L.L.C. having an office located at 500 Barnegat Boulevard North, Barnegat, New Jersey 08005 (referred to as “Grantor”),

and

BARNEGAT TOWNSHIP, a municipal corporation whose offices are located at 900 West Bay Avenue, Barnegat, New Jersey (“Grantee”).

WITNESSETH that the background of this Agreement is as follows:

WHEREAS, the Grantor owns various parcels of property to be utilized for the construction of single family residential homes in Barnegat Township, Ocean County, New Jersey, including but not limited to the parcels identified on the Municipal Tax Map as Tax Block 92.02, Lots 1.01, 2.01, 3.01, 4.01, 5.01, 6.01, and 7.01 (the “Lots”), more particularly shown and described on the plan entitled Storm Sewer and Grading Easement Exhibit, dated June 25, 2025, prepared by K2 Consulting Engineers, Inc. attached hereto as Exhibit A (the “Plan”); and

WHEREAS, the Grantor is in the process of developing the Lots together with various other single family residential building lots in the vicinity of the Lots; and

WHEREAS, the Lots and the other single family residential building lots in the vicinity of the Lots owned by Grantor will benefit from the installation and maintenance of storm water facilities; and

WHEREAS, in order to install and maintain the appropriate storm water facilities, it will be necessary for the Grantor to provide the Grantee with an easement across a portion of the Lots; and

WHEREAS, it is in the Grantor’s best interest to grant this Easement to the Grantee.

NOW THEREFORE, in consideration of \$1.00 and other good and valuable consideration, receipt of which is mutually acknowledged, the parties do hereby agree as follows:

1. Subject to the terms and conditions contained herein, the Grantor hereby grants, conveys, and transfers to the Grantee, its successors and assigns, a nonexclusive easement across that portion of the Lots which is more particularly shown and described on the Plan as “Proposed 20' Wide Storm Sewer And Grading Easement Area Containing: 11,500 sf” and described in metes and bounds on Exhibit B attached hereto entitled “20' wide Storm Sewer and Grading Easement – Lots 1.01 - 7.01 in Block 92.02 Ocean Acres Phase 12, Township of Barnegat, Ocean County, New Jersey” (collectively, the “Easement Area”).

2. The Grantor shall install underground storm water facilities within the Easement Area. The Grantor, its successor and assigns, shall at all times be responsible to maintain, repair and replace the underground storm water facilities located or to be located in the Easement Area. The Grantor, its successors and assigns, shall also be responsible for maintenance of all improvements within the Easement Area.

3. In the event Grantor its successor and assigns fail to maintain the underground storm water facilities, then Grantee, its successors and assigns, shall have the right, but not the obligation, to enter upon the Easement Area at all reasonable times, and upon reasonable notice to the Grantor, its successors and assigns, in order to maintain, repair and/or replace the underground storm water facilities installed or to be installed in the Easement Area. Notwithstanding the above, in the event that the Grantee, in its reasonable discretion, determines that the failure to act would result in the threat of immediate harm to persons or property, then the Grantee shall have the right to enter upon the Easement Area without notice, and in such event, the Grantee shall give notice to the Grantor as soon as reasonably practicable.

4. In connection with any and all work performed in the Easement Area by the Grantee pursuant to paragraph 3 above, the Grantee, its successors and assigns shall (i) obtain any and all necessary governmental approvals (ii) comply with all applicable federal, state and local health, safety, land use, environmental and other applicable laws, rules, regulations, ordinances and directives; (iii) immediately restore the Easement Area to its condition prior to any disturbance and (iv) and perform all work promptly and in a good and workmanlike fashion.

5. The Grantor, its successors, and assigns, shall not perform any grading, and shall construct no building, structure, or place any equipment or other impediment in the Easement Area which would impede the Grantee's use and enjoyment of this Easement.

6. Any controversy or dispute arising under the terms of this Easement Agreement shall be submitted to binding arbitration on an expedited basis to an arbitrator mutually agreeable to the parties. If the parties are unable to agree on an arbitrator, they shall apply to the American Arbitration Association for the appointment of an arbitrator. The arbitration shall be conducted in accordance with the commercial rules of arbitration of the American Arbitration Association. The party prevailing in such an arbitration shall, in addition to any other remedy afforded, be entitled to reimbursement for the cost of the arbitration, including but not limited to reasonable counsel fees. Either party shall have the right to enforce any arbitration award in accordance with the terms of N.J.S.A. 2A:24-1, et seq.

7. This Easement and all rights incidental thereto, whether expressed or implied, shall be construed to be a covenant running with the land, and shall be binding upon and inure to the benefit of any successor or assign of the parties hereto.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Easement on the day and year first above written.

GRANTOR:

WALTERS DEVELOPMENT CO., L.L.C.

Witness

By: _____
Edward M. Walters, Jr., Authorized Member

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: ss
COUNTY OF _____ :

I certify that on _____, 2025, Edward Walters, personally came before me and this person acknowledged under oath, to my satisfaction, that this person:

- (a) this person signed, sealed, and delivered to the attached document as authorized member of Walters Development Co., LLC, the limited liability company named in this document;
- (b) the proper limited liability company seal was affixed; and,
- (c) this document was signed and made by the limited liability company as its voluntary act and deed by virtue of authority from its Managing Member or Committee.

Notary Public
My commission expires:

GRANTEE:
TOWNSHIP OF BARNEGAT


Witness

By: _____
Name: Alfonso Cirulli
Title Mayor

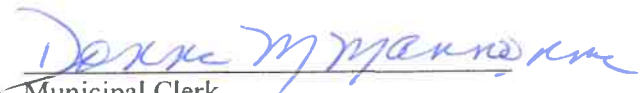
ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: ss
COUNTY OF OCEAN :

I certify that on October 7, 2025, before me the subscriber, a Notary Public of New Jersey, personally appeared Donna M. Manno, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Municipal Clerk of the Township of Barnegat, the Municipal Corporation named in the within Instrument; that Alfonso Cirulli is the Mayor of said Municipal Corporation, that the execution, as well as the making of this Instrument, has been duly authorized by a proper Resolution of the Township Council of the said Municipal Corporation; that the deponent well knows the corporate seal of said Municipal Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor as and for the voluntary act and deed of said Municipal Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sworn and Subscribed to
Before me this ____ day of
_____, 2025.

NOTARY PUBLIC OF NEW JERSEY


Municipal Clerk



PD21-010
June 25, 2025


**20' wide Storm Sewer and Grading Easement – Lots 1.01 thru 7.01 in Block 92.02
Ocean Acres Phase 12, Township of Barnegat, Ocean County, New Jersey**

All that certain tract or parcel of land, situate, lying and being in the Township of Barnegat, County of Ocean, State of New Jersey, being more particularly described as follows:

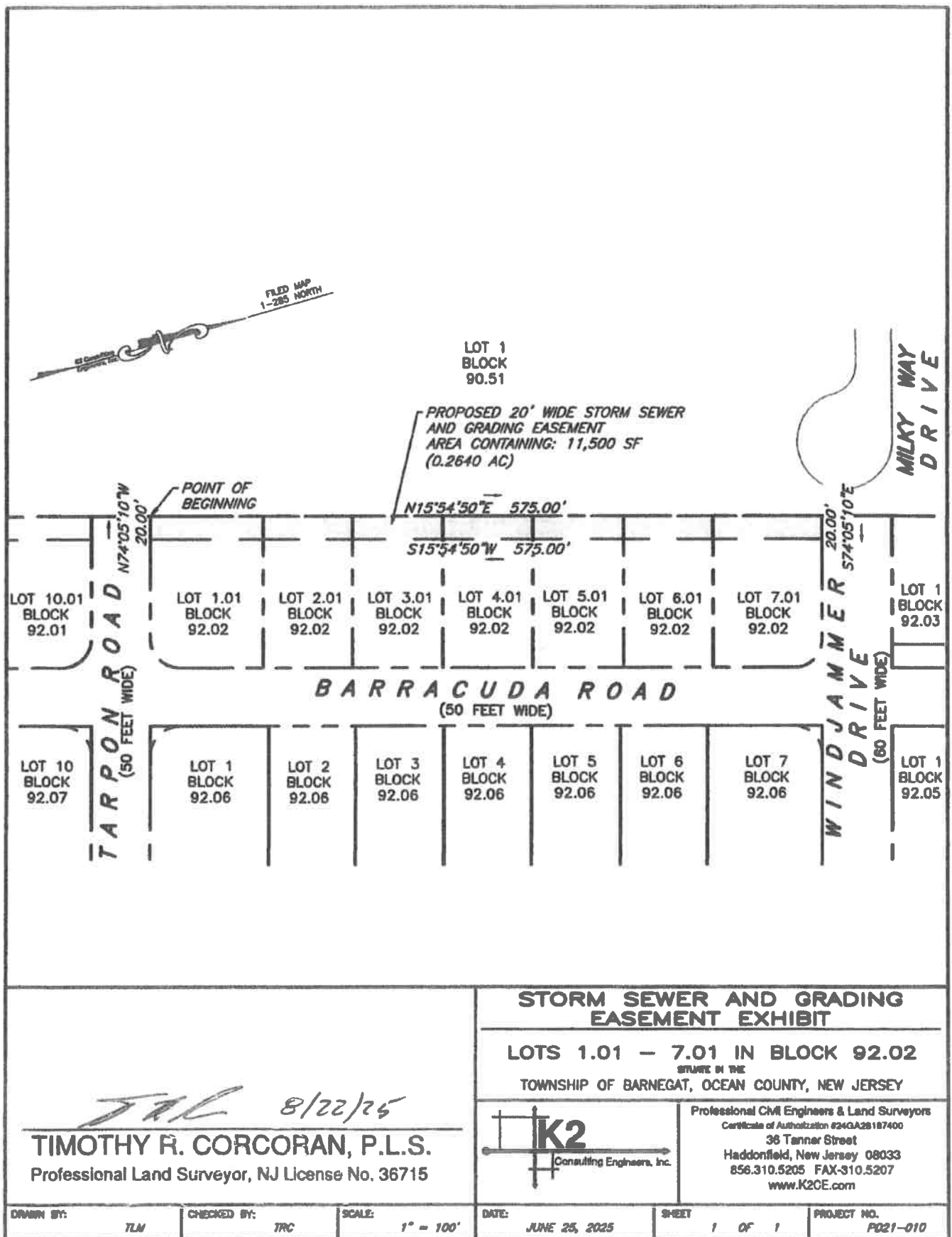
BEGINNING at a point in the easterly line of Lot 1 in Block 90.51 where the same is intersected by the northerly line at the westerly terminus of Tarpon Road (50 feet wide), said point being the southwesterly corner of Lot 1.01 in Block 92.03 as illustrated on a plan entitled "Minor Subdivision Plan of Walter Homes" filed in the Ocean County Clerk's Office on March 7, 2022 as map no. K-4305 and from said beginning point runs; thence,

1. Along the westerly line of Lot 1.01, and continuing along the westerly lines of Lots 2.01 through 7.01 in Block 92.02, North 15 degrees 54 minutes 50 seconds East, a distance of 575.00 feet to a point corner to Lot 7.01 in the southerly line at the westerly terminus of Windjammer Drive (60 feet wide); thence,
2. Along southerly line of Windjammer Drive, South 74 degrees 05 minutes 10 seconds East, a distance of 20.00 feet to a point in the line of the same; thence,
3. Through Lot 7.01 and continuing through Lots 6.01 through 1.01, South 15 degrees 54 minutes 50 seconds West, a distance of 575.00 feet to a point in the aforementioned northerly line of Tarpon Road; thence,
4. Along Tarpon Road, North 74 degrees 05 minutes 10 seconds West, a distance of 20.00 feet to the point and place of **BEGINNING**.

SAID ABOVE DESCRIBED tract or parcel of land contains within said bounds 11,500 square feet or 0.2640 acres of land, more or less.


Timothy R. Corcoran, PLS
Professional Land Surveyor
N.J. License Number GS-36715

36 Tanner Street, Suite 100
Haddonfield, New Jersey 08033
856.310.5205 • 856.616.2441
www.K2CE.com
Cert. of Authorization #24GA28187400



STORM SEWER AND GRADING EASEMENT EXHIBIT

LOTS 1.01 - 7.01 IN BLOCK 92.02

STATE OF THE
TOWNSHIP OF BARNEGAT, OCEAN COUNTY, NEW JERSEY

TAL 8/22/25
TIMOTHY R. CORCORAN, P.L.S.
Professional Land Surveyor, NJ License No. 36715



Professional Civil Engineers & Land Surveyors
Certificate of Authorization #240A28187400
36 Tanner Street
Haddonfield, New Jersey 08033
856.310.5205 FAX-310.5207
www.K2CE.com

DRAWN BY: TLM	CHECKED BY: TRC	SCALE: 1" = 100'	DATE: JUNE 25, 2025	SHEET 1 OF 1	PROJECT NO. P021-010
------------------	--------------------	---------------------	------------------------	-----------------	-------------------------

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

Brigit P. Zahler*
William J. Oxley
Damian B. Majewski
Brandon E. DeJesus
Kenneth E. Bozarth

*Also admitted in NY

File No.: GL-2129

September 10, 2025

Via Email

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

Re: Resolution Authorizing Execution of Easements for Blocks Ocean Acres Phase
12 Block 92.02, Lots 1.01, 2.01, 3.01, 4.01, 5.01, 6.01 and 7.01 and Block 92.01,
Lots 9.01 and 10.01

Dear Donna:

Attached please find a resolution authorizing execution of storm sewer easements for various properties in Ocean Acres Phase 12. By copy of this correspondence, I am notifying Mr. Kornick, as Engineer for Walters Development, LLC, that once the Township executes the easements and they are forwarded to Walters Development, Walters will record the fully executed documents at their expense and return recorded copies to the Township Clerk.

If you have any questions, please contact me.

Very truly yours,

s/ Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD:ll

Enclosure

cc: Mayor Alfonso Cirulli-via email
Martin Lisella, Township Administrator-via email
Rogert Budd, Water and Sewer Director-via email
Kurt J. Otto, P.E., Township Engineer-via email
John W. Kornick, P.E., K2 Consulting Engineers-via email
Walters Development LLC-via email

RESOLUTION NO. 2025 –357

**RESOLUTION OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, GRANTING PRELIMINARY
SANITARY SEWER SYSTEM FACILITIES
APPROVAL TO WAYCROSS INVESTMENT
GROUP FOR BLOCK 114.64, LOTS 30 AND 31**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (“the Township”) has received an application from the Applicant Waycross Investment Group (“the Applicant”) for preliminary Sanitary Sewer System facilities approval for property known as Block 114.64, Lots 30 and 31 (“the Property”); and

WHEREAS, the Township’s Engineer Kurt J. Otto, P.E., issued a review memorandum dated July 2, 2025, a copy of which is attached hereto and made a part hereof, recommending the application be granted for preliminary Sanitary Sewer System facilities approval subject to the Applicant complying with the comments set forth in the review memorandum; and

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

NOW, THEREFORE, BE IT RESOLVED on this 7th day of October, 2025 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 grants preliminary Sanitary Sewer System facilities approval to Waycross Investment Group for Block 114.64, Lots 30 and 31 subject to the comments set forth in the July 2, 2025, review memorandum of the Township Engineer, which is attached hereto and made a part hereof.

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

- (a) Alfonso Cirulli, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Kurt J. Otto, PE, Township Engineer
- (d) Jason Worth, PE, Township Planning Board Engineer
- (e) Stacey Cole, Planning Board Secretary
- (f) Roger Budd, Water and Sewer Utility Supervisor
- (g) Christine Roessner, Township Finance Department
- (h) Brian Murphy, PE, Applicant's Engineer
- (i) Christopher J. Dasti, Township Attorney

CERTIFICATION

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on October 7, 2025, a quorum being present and voting in the majority.

Donna M. Manno, RMC
Municipal Clerk



Barnegat Township

Engineering Office

900 West Bay Avenue, Barnegat, New Jersey 08005

Tel 609.698.0080 ext 148

www.barnegat.net

July 2, 2025

Township of Barnegat
900 West Bay Avenue
Barnegat, NJ 08005

Attention: Donna Manno, Clerk (via email clerk@barnegat.net)

RE: ***Docket #WS 23-09***
Application for Review of Preliminary Plans for Sanitary Sewer System Facilities
Review #1 – Mooring Point
Bowline Street
Block 114.64, Lot 30 and 31
Applicant: Waycross Investment Group
Township of Barnegat

Dear Mayor and Township Committee:

The following submitted documents have been received for review of Preliminary Plans for Sanitary Sewer System Facilities approval for the above referenced project:

1. Township of Barnegat Application for Review of Preliminary Plans for Sanitary Sewer System Facilities, dated 6/19/25;
2. "Sanitary Sewer Engineer's Report; Residential Development – Mooring Point, Block 114.64, Lots 30 and 31, Barnegat Township", dated May 30, 2025, prepared by Brian Murphy, PE, of FWH Associates, PA.
3. Plans entitled "Preliminary and Final Major Subdivision; Mooring Point; Block 114.64, Lots 30 and 31"; sheets 1-19 of 19; prepared by Brian Murphy, PE, dated 7/11/23, last revised 5/29/24;

GENERAL COMMENTS

1. Applicant seeks Preliminary Sanitary Sewer System Facilities approval to permit the construction of 17 single family units, located off Bowline Street, at Lots 30 and 31, Block 114.64. Bowline Street is proposed to be extended north, from Tara Lane.
2. Based upon the proposed number of new single family units, the applicant has calculated an average daily demand of 5100 gpd.
3. Applicant proposes to connect to existing sanitary sewer manhole at the end of Bowline Street.
4. Fees: Per Chapter 74-7D, **Preliminary Sanitary Sewer Review Fees:**
 - a. \$500 + \$50/lot = **\$1350.00**

Please ensure applicant has posted \$1350.00 as Preliminary Sanitary Sewer Review fee.

5. **Based upon proposed demand, and the applicant's proposal to connect to existing gravity sewer main, the Township has sufficient capacity to service proposed development, and this letter acts as a "will serve" letter in terms of water service.**

DESIGN COMMENTS

1. The cover sheet shall be revised to include a signature block for the Water and Sanitary Sewer Utility Engineer for Final Approval.
2. The Engineers Report states minimum design slopes of .35%, however, the plans note .40%. Revise Report and/or plans accordingly and resubmit.
3. On sheet 2, Sanitary Sewer Note 6 states that all pipe and fittings that will be installed at a depth of 16 feet or more will be C-900. It appears sanitary sewer from MH2 to MH1, and some of the pipe from MH3 to MH1 will exceed 16 feet. Proposed sanitary sewer main from MH1 to existing Bowline Manhole is to be determined. Revise sheets 7 and 11 to note which lengths of sewer main are to be C-900.
4. On sheet 2, revise Sanitary Sewer notes from "Authority" to "Township Water and Sewer Department".
5. On sheet 7, verify and note the existing invert of manhole at end of existing Bowline Street, to confirm proposed sewer invert connection, and if drop is required at existing manhole.
6. On sheet 7, note the proposed sewer main length and slope from proposed MH2 to MH1. Also add to profile sheets.
7. Sanitary laterals from cleanout to main shall be at 90 degrees, to greatest extent practicable. Revise connection for proposed Lot 8, Block 114.64. On proposed Lot 3, Block 114.65, relocate proposed sanitary sewer lateral out from under proposed driveway.
8. On sheet 18, use standard Township details found in Sanitary Sewer Rules and Regulations, at www.barnegatwatersewer.com. Ensure all materials are per Sanitary Sewer Rules and Regulations.
9. Submit Sanitary Sewer Specifications and Engineers Cost Estimate at time of Final Sanitary Sewer application.

OUTSIDE AGENCY APPROVALS

The application is subject to the following outside agency approvals:

1. Township of Barnegat Planning Board.
2. Ocean County Planning Board.
3. Ocean County Soils Conservation District.
4. NJDEP Water Main Extension Permit, if applicable.
5. NJDEP TWA Sanitary Sewer Extension Permit, if applicable.
6. NJDEP CAFRA permit, if applicable.
7. Any other applicable outside agencies

Based on the above, we recommend the applicant be granted Preliminary Sanitary Sewer Facilities approval subject to the Applicant meeting the above conditions. Should you have any questions or require any further information, please contact my office.

Very Truly Yours



Kurt J. Otto, PE, CME, CFM
Township Water and Sewer Engineer

Cc:

Martin Lisella, Twp Administrator, via email (mlisella@barnegat.net)
Stacey Cole, PB secretary, via email (scole@barnegat.net)
Jason Worth, PE, Twp Planning Board Engineer, via email (jworth@tandmassociates.com)
Roger Budd, Twp Water and Sewer Utility Supervisor, via email (rbudd@comcast.net)
Christine Roessner, Twp Finance, via email (christinet@barnegat.net)
Christopher Dasti, Esq., Twp Water and Sewer Attorney, via email (cdasti@dastilaw.com)
Brian Murphy, PE, via email (bmurphy@fwhassociates.com)

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

Brigit P. Zahler*
William J. Oxley
Damian B. Majewski
Brandon E. DeJesus
Kenneth E. Bozarth

*Also admitted in NY

GL-3632

July 3, 2025

Via Email

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

**Re: Resolution Granting Preliminary Sanitary Sewer System Facilities to
Waycross Investment Group for Block 114.64, Lots 30 and 31
Resolution Granting Preliminary Water System Facilities to Waycross
Investment Group for Block 114.64, Lots 30 and 31**

Dear Donna:

Enclosed please find resolutions with regard to the above-referenced matters. They 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

Enclosures

cc: Martin Lisella, Township Administrator-via email
Stacey Cole, Planning Board Secretary-via email
Jason Worth, PE, Township Planning Board Engineer-via email
Roger Budd, Township Water and Sewer Utility Supervisor- via email
Christine Roessner, Township Finance Department-via email
Kurt J. Otto, PE, Township Engineer-via email

RESOLUTION NO. 2025 –358

**RESOLUTION OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, GRANTING PRELIMINARY
WATER SYSTEM FACILITIES APPROVAL TO
WAYCROSS INVESTMENT GROUP FOR
BLOCK 114.64, LOTS 30 AND 31**

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (“the Township”) has received an application from the Applicant Waycross Investment Group (“the Applicant”) for preliminary Water System facilities approval for property known as Block 114.64, Lots 30 and 31 (“the Property”); and

WHEREAS, the Township’s Engineer Kurt J. Otto, P.E., issued a review memorandum dated July 2, 2025, a copy of which is attached hereto and made a part hereof, recommending the application be granted for preliminary Water System facilities approval subject to the Applicant complying with the comments set forth in the review memorandum; and

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

NOW, THEREFORE, BE IT RESOLVED on this 7th day of October, 2025 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 grants preliminary Water System facilities approval to Waycross Investment Group for Block 114.64, Lots 30 and 31 subject to the comments set forth in the July 2, 2025, review memorandum of the Township Engineer, which is attached hereto and made a part hereof.

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

- (a) Alfonso Cirulli, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Kurt J. Otto, PE, Township Engineer
- (d) Jason Worth, PE, Township Planning Board Engineer
- (e) Stacey Cole, Planning Board Secretary
- (f) Roger Budd, Water and Sewer Utility Supervisor
- (g) Christine Roessner, Township Finance Department
- (h) Brian Murphy, PE, Applicant's Engineer
- (i) Christopher J. Dasti, Township Attorney

CERTIFICATION

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on October 7, 2025, a quorum being present and voting in the majority.

Donna M. Manno, RMC
Municipal Clerk



Barnegat Township

Engineering Office

900 West Bay Avenue, Barnegat, New Jersey 08005

Tel 609.698.0080 ext 148

www.barnegat.net

July 2, 2025

Township of Barnegat
900 West Bay Avenue
Barnegat, NJ 08005

Attention: Donna Manno, Clerk (via email clerk@barnegat.net)

RE: ***Docket #WS 23-09***
Application for Review of Preliminary Plans for Water System Facilities
Review #1 – Mooring Point
Bowline Street
Block 114.64, Lot 30 and 31
Applicant: Waycross Investment Group
Township of Barnegat

Dear Mayor and Township Committee:

The following submitted documents have been received for review of Preliminary Plans for Water System Facilities approval for the above referenced project:

1. Township of Barnegat Application for Review of Preliminary Plans for Water System Facilities, dated 6/19/25;
2. "Water Distribution System Engineer's Report; Residential Development – Mooring Point, Block 114.64, Lots 30 and 31, Barnegat Township", dated May 30, 2025, prepared by Brian Murphy, PE, of FWH Associates, PA.
3. Plans entitled "Preliminary and Final Major Subdivision; Mooring Point; Block 114.64, Lots 30 and 31"; sheets 1-19 of 19; prepared by Brian Murphy, PE, dated 7/11/23, last revised 5/29/24;

GENERAL COMMENTS

1. Applicant seeks Preliminary Water System Facilities approval to permit the construction of 17 single family units, located off Bowline Street, at Lots 30 and 31, Block 114.64. Bowline Street is proposed to be extended north, from Tara Lane.
2. Based upon the proposed number of new single family units, the applicant has calculated an average daily demand of 6800 gpd.
3. Applicant proposes to connect to existing water main at the end of Bowline Street.
4. Fees: Per Chapter 74-7D, **Preliminary Sanitary Sewer Review Fees:**
 - a. \$500 + \$50/lot = **\$1350.00**

Please ensure applicant has posted \$1350.00 as Preliminary Sanitary Sewer Review fee.

5. **Based upon proposed demand, and the applicant's proposal to connect to existing water main, the Township has sufficient water capacity to service proposed development, and this letter acts as a "will serve" letter in terms of water service.**

DESIGN COMMENTS

1. The cover sheet shall be revised to include a signature block for the Water and Sanitary Sewer Utility Engineer for Final Approval.
2. On sheet 2, revise Water Distribution notes from "Authority" to "Township Water and Sewer Department".
3. On sheet 2, Water Distribution note 1 states all water main shall be CL 52 Ductile Iron Pipe, however, sheet 7 calls out C-900. Revise accordingly.
4. On sheet 7, verify location of proposed water main connection. There may not be main in Bowline Street beyond the valve shown at intersection of Bowline Street and Tara Lane.
5. On sheet 7, add proposed water meter pit locations for each unit.
6. On sheet 7, relocate proposed water service for proposed Lot 3, Block 114.65 out of proposed driveway.
7. Final Fire Hydrant location shall be per Township Fire Official, to be determined at time of Final Water System application.
8. On sheet 18, use standard Township details found in Water Supply System Rules and Regulations, at www.barnegatwatersewer.com. Ensure all materials are per Water Rules and Regulations.
9. Submit Water Specifications and Engineers Cost Estimate at time of final Water System application.

OUTSIDE AGENCY APPROVALS

The application is subject to the following outside agency approvals:

1. Township of Barnegat Planning Board.
2. Ocean County Planning Board.
3. Ocean County Soils Conservation District.
4. NJDEP Water Main Extension Permit, if applicable.
5. NJDEP TWA Sanitary Sewer Extension Permit, if applicable.
6. NJDEP CAFRA permit, if applicable.
7. Any other applicable outside agencies

Based on the above, we recommend the applicant be granted Preliminary Water System Facilities approval subject to the Applicant meeting the above conditions.

Should you have any questions or require any further information, please contact my office.

Very Truly Yours



Kurt J. Otto, PE, CME, CFM
Township Water and Sewer Engineer

Cc:

Martin Lisella, Twp Administrator, via email (mlisella@barnegat.net)
Stacey Cole, PB secretary, via email (scole@barnegat.net)
Jason Worth, PE, Twp Planning Board Engineer, via email (jworth@tandmassociates.com)
Roger Budd, Twp Water and Sewer Utility Supervisor, via email (rbudd@comcast.net)
Christine Roessner, Twp Finance, via email (christinet@barnegat.net)
Christopher Dasti, Esq., Twp Water and Sewer Attorney, via email (cdasti@dastilaw.com)
Brian Murphy, PE, via email (bmurphy@fwassociates.com)

DASTI & STAIGER

Christopher J. Dasti
Lauren R. Staiger

ATTORNEYS AT LAW

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Brigit P. Zahler*
William J. Oxley
Damian B. Majewski
Brandon E. DeJesus
Kenneth E. Bozarth

*Also admitted in NY

GL-3632

July 3, 2025

Via Email

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

**Re: Resolution Granting Preliminary Sanitary Sewer System Facilities to
Waycross Investment Group for Block 114.64, Lots 30 and 31
Resolution Granting Preliminary Water System Facilities to Waycross
Investment Group for Block 114.64, Lots 30 and 31**

Dear Donna:

Enclosed please find resolutions with regard to the above-referenced matters. They 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

Enclosures

cc: Martin Lisella, Township Administrator-via email
Stacey Cole, Planning Board Secretary-via email
Jason Worth, PE, Township Planning Board Engineer-via email
Roger Budd, Township Water and Sewer Utility Supervisor- via email
Christine Roessner, Township Finance Department-via email
Kurt J. Otto, PE, Township Engineer-via email

RESOLUTION 2025-359

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE TOWNSHIP CLERK TO ADVERTISE FOR RFP FOR 2026 PROFESSIONAL SERVICES

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Municipal Clerk is hereby authorized to advertise for the receipt of RFP for Professional Services for 2026 in the Asbury Park Press and the Times Beacon on October 15th & 16th, 2025.

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 7th day of October, 2025.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2025-360

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING AND APPROVING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY FOR CHIEF FINANCIAL OFFICER SERVICES

WHEREAS, the Township Committee of the Township of Barnegat ("Barnegat") wishes to enter into a Shared Service Agreement with the Township of Little Egg Harbor to share services and reduce costs by working together to provide Thomas Lombarski, as Chief Financial Officer services to the Township of Little Egg Harbor, and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, this 7th day of October 2025 by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

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

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Committee on the 7th day of October, 2025.

Donna M. Manno, RMC
Municipal Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LITTLE EGG HARBOR AND THE
TOWNSHIP OF BARNEGAT**

THIS AGREEMENT, made this ____ day of October, 2025;

BETWEEN: **THE TOWNSHIP OF LITTLE EGG HARBOR**, a Municipal Corporation Politic of the State of New Jersey, having its principal offices located at 665 Radio Rd, New Jersey, 08087, hereinafter referred to as

“Little Egg Harbor Township or LEH”.

AND: **THE TOWNSHIP OF BARNEGAT**, a Municipal Corporation Politic of the State of New Jersey having its principal offices located at 900 West Bay Avenue, Barnegat, New Jersey, 08005, hereinafter referred to as **“Barnegat Township”**; and collectively Barnegat Township and Little Egg Harbor Township referred to as the **“Parties”**.

**THIS AGREEMENT WAS AUTHORIZED BY RESOLUTION OF THE BARNEGAT TOWNSHIP
COMMITTEE DATED OCTOBER 7, 2025; AND OF THE TOWNSHIP OF LITTLE EGG HARBOR
COMMITTEE DATED OCTOBER 1, 2025**

WHEREAS, Little Egg Harbor Township and Barnegat Township are contiguous municipalities, each serving the residents and taxpayers of their respective townships; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., municipalities may enter into agreements for shared services with other municipalities to provide or receive any service that the local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act may do so by the adoption of a resolution; and

WHEREAS, Rodney Haines, Chief Financial Officer for the Township of Little Egg Harbor is out on indeterminate leave, and LEH requires additional assistance to perform all necessary functions within its finance department; and

WHEREAS, the Township of Barnegat has offered to provide the assistance of its personnel to LEH, namely Mr. Thomas Lombarski, CPA, RMA, who presently serves as Chief Financial Officer of Barnegat Township and possesses specialized skills, knowledge and expertise in the area of Municipal Finance; and

WHEREAS, the Parties would like to set forth their arrangement in writing for the provision of financial services pursuant to N.J.S.A. 40A:11-9 ; and

WHEREAS, Little Egg Harbor Township and Barnegat Township agree that it will be of mutual benefit to both municipalities to share Chief Financial Officer level services of Mr. Lombarski, for the unforeseeable future, and that a current assessment of the financial condition and records of LEH is needed; and

WHEREAS, after an initial 30-day review of said financial condition, the terms compensating Barnegat Twp and the expected hours/days needed for the position will be reviewed by the respective Townships to determine and adjustments.

NOW, THEREFORE, the parties hereunder **DO AGREE** as follows:

1. Barnegat Township shall provide financial services to Little Egg Harbor Township as needed, effective immediately, on a month-to-month basis. Said services shall be provided by Thomas Lombarski, Certified Municipal Finance Officer for Barnegat Township, or as further agreed to in writing, executed by both parties
2. Thomas Lombarski shall provide financial services to LEH as an assistant/consultant to the Chief Financial Officer for LEH.
3. Mr. Lombarski shall initially provide financial services as needed to supplement the duties of LEH's Chief Financial Officer for approximately 12-14 hours per weeks (up to 56 hours a month). If Mr. Lombarski's financial services are required in addition to the above-delineated 56 hours a month, LEH shall pay Barnegat at a rate of \$150 an hour for these financial services of Mr. Lombarski, upon mutual agreement.
4. If Mr. Lombarski is required by LEH to attend an LEH evening public meeting, said attendance shall be agreed to in writing by both Parties prior to said attendance.
5. Thomas Lombarski shall perform duties as necessary to supplement the required work of LEH's Chief Financial Officer consistent with the work responsibilities as described in the Township of Little Egg Harbor Administrative Code for the position, in the time periods conscribed in Paragraph 3 above.
6. LEH shall issue payment for the financial services authorized under this Shared Services Agreement directly to the Barnegat Township on a monthly basis for which payment shall be made in due course by LEH at their monthly meeting.
 - a. The rate of payment shall be \$8,000 per month for services rendered through October 31, 2025, and may be adjusted based upon the initial 30-day assessment and the hours/days deemed needed by LEH.
 - b. In addition, Mr. Lombarski will be reimbursed directly at the current IRS rate for vehicle mileage traveled from Barnegat Town Hall to the Little Egg Harbor Twp municipal building for each day the trip is made and he works on site in Little Egg Harbor as well as tolls, if any. Mr. Lombarski shall provide proofs as to said reimbursement and tolls to the LEH Interim Administrator prior to any reimbursement.
7. LEH shall furnish Mr. Lombarski the office supplies, equipment, IT services, and space necessary to properly perform financial services to supplement the duties of LEH's Chief Financial Officer..
8. In accordance with N.J.S.A. 40A:11-15 this Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided. The Chief Financial Officer of LEH and Barnegat Township shall certify that sufficient funds are (or will be) available in the current municipal budget for this contract or by budget amendment or emergency as deemed appropriate.
9. The Term of this Agreement shall be month to month. It is the intent of the parties to review and evaluate this Shared Services Agreement after the initial 30 days from the date of the original agreement. This Agreement may be terminated by either of the parties with a 15 day written notice after the initial 30 day assessment period.
10. All notices required by this Agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested to the Municipal Clerk of each Township at the address listed in the preamble of this Agreement.

11. This Agreement constitutes the entire Agreement between LEH and Barnegat Township and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.
12. The parties agree that this Agreement was prepared under the authority of the State of New Jersey and therefore shall be interpreted by the laws of that State.
13. The rights, duties and obligations of this Agreement may not be assigned without either party's prior written consent.
14. It is agreed that a failure or delay in the enforcement of any of the provision of this Agreement by either party shall not constitute a waiver of those provisions.
15. If any provision or provisions of this Agreement be determined to be invalid or contrary to New Jersey law only these provisions shall be struck and the remaining provisions of this agreement shall survive.
16. The parties acknowledge and agree that they are associated for only the purposes set forth in this Agreement and each is a public entity separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party beyond what may be required by general law.
17. The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate Resolution of each entity.
18. **Designation of Primary Employer.** Barnegat Township is hereby designated as the primary employer. It is recognized that the Chief Financial Officer provided for herein occupies the position with Barnegat Township and is an employee of Barnegat Township . Barnegat Township shall be exclusively responsible for the payment of any and all benefits with respect to the employees, including but not limited to taxes, unemployment, disability, pension and healthcare, vacation, sick and personal days etc. Barnegat Township CFO shall be covered under all applicable personnel policies of Barnegat Township and shall retain any and all rights and benefits that may have accrued from that position with Barnegat Township.
19. **Insurance.** The employee provided for in this Agreement shall be covered at all times by the Barnegat Township 's workers compensation policy whether working in Barnegat Township or LEH's municipality.
20. **Hold Harmless and Indemnification.** The Parties shall indemnify and hold the other Party, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services to LEH, so long as the actions upon which the demand or claim or assertion of liability are found to have been performed in the course of carrying out official duties on behalf of the LEH and were not beyond the scope of performing official duties on behalf of the LEH and were not beyond the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third party.

21. **Disputes Concerning Agreement.** Any disputes arising between the Parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any of the Parties or the services and other responsibilities provided in this Agreement shall be solved in accordance with the following:

Step A: LEH's Township Administrator, Interim Township Administrator or other representative and the Barnegat Township's Township Administrator shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter for resolution as provided for in Step B.

Step B: In the event that a dispute cannot be resolved in Step A, then the dispute may be submitted to non-binding arbitration prior to the pursuit of remedies in a court of competent jurisdiction. Costs associated with any arbitration shall be borne equally between the parties. Arbitration shall not be a prerequisite for either party seeking legal remedy in a court of competent jurisdiction.

22. **Good Faith Covenant.** The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.
23. **Notification to Division of Local Government Services.** The Barnegat Township agrees that once the Parties have all executed this Agreement, and it is determined that it will extend beyond a 30 day service period, it shall submit a cover sheet and copy of this Agreement to the Division of Local Government services via electronic mail to EGG@dca.state.nj.us as required by the Division's regulations and respective statutes.
24. **Severability.** Should any provision of this Agreement be declared or determined by any Court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said legal, unenforceable or invalid part, term, or provision(s) shall be deemed not to be part of this Agreement.
25. **Jurisdiction.** This Agreement shall be governed by the laws of the State of New Jersey, and the Superior Court of New Jersey, Ocean County Vicinage, shall have jurisdiction over, and be the proper venue for, any disputes arising out of this Agreement.
26. **Interpretation and Construction.** The Parties agree that any rule of construction relating to ambiguities within the Agreement (e.g. resolving ambiguity against the drafting party) shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
27. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:

TWP OF LITTLE EGG HARBOR

KELLY LETTERA, CMC, RMC

DAN MAXWELL, MAYOR

LITTLE EGG HARBOR MUNICIPAL CLERK

ATTEST:

TOWNSHIP OF BARNEGAT

DONNA MANNO

ALFONSO CIRULLI, MAYOR

MUNICIPAL CLERK- BARNEGAT

RESOLUTION 2025-361

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN STATE OF NEW JERSEY, UPGRADING SALARY TO AMY YOUNG THROUGH MERIT PROGRAM IN THE POLICE DEPARTMENT

WHEREAS, Amy young has been working in the Police Department as a Full-Time Confidential Clerk and Aide for the Chief of Police; and

WHEREAS, the Chief of Police recognizes the outstanding performance and dedication of Amy Young in performing her duties; and

NOW THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, that Amy Young will be upgraded in pay by \$3,000 to her current salary, per merit increase effective September 1, 2025;

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat, NJ on the 7th day of October 2025.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2025-362

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 October 7, 2025

Donna M. Manno, RMC
Municipal Clerk