

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

**TOWNSHIP COMMITTEE MEETING AGENDA
FEBRUARY 3, 2026 10:00 AM**

Call to Order the February 3, 2026 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, Pastor of Barnegat Bay Assembly of God

Roll Call of Officials:

Committeeman Cirulli –
Committeeman Marte –
Committeeman Townsend –
Deputy Mayor Rubenstein –
Mayor Pipi –

Mayor's Report

Public Session Comment:

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

Motion to Open Public Session:

Second:

Motion to Close Public Session:

Second:

Old Business:

Ordinance 2026-1

(Second Reading)

An Ordinance Establishing Certain Salaries of Certain Officers and Employees of the Township of Barnegat and Repealing any and all other Ordinances inconsistent herewith.

Motion to open Public Comment:

Second:

Motion to close Public Comment:

Second:

Motion to adopt Ordinance:

Second:

Roll Call:

Committeeman Cirulli:

Committeeman Marte:

Committeeman Townsend

Deputy Mayor Rubenstein:

Mayor Pipi:

Ordinance 2026 –2

(Second Reading)

An Ordinance Amending and Supplementing Chapter 39-2 of the Township Code Entitled "Construction Codes, Uniform", Fees", Specifically Section 1, "Building Subcode Fees" and Section 6, "Certificate of Occupancy Fee and Other Permits"

Motion to open Public Comment:

Second:

Motion to close Public Comment:

Second:

Motion to adopt Ordinance:

Second:

Roll Call:

Committeeman Cirulli:

Committeeman Marte:

Committeeman Townsend

Deputy Mayor Rubenstein:

Mayor Pipi:

Formal Action:

Resolution 2026-72

Resolution authorizing payment of Bill List in the amount of \$23,441,141.64

Motion to adopt resolution:

Second:

Roll Call:

Committeeman Cirulli:

Committeeman Marte:

Committeeman Townsend

Deputy Mayor Rubenstein:

Mayor Pipi:

New Business:

Ordinance 2026-3

(First Reading)

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

Motion to introduce ordinance:

Second:

Roll Call:

Committeeman Cirulli:

Committeeman Marte:

Committeeman Townsend

Deputy Mayor Rubenstein:

Mayor Pipi:

Ordinance 2026-4

(First Reading)

An Ordinance authorizing the sale of Block 223, Lot 2 (69 Bayview Blvd) pursuant to N.J.S.A. 40A:12-1 Et Seq.

Motion to introduce ordinance:

Second:

Roll Call:

Committeeman Cirulli:

Committeeman Marte:

Committeeman Townsend

Deputy Mayor Rubenstein:

Mayor Pipi:

Ordinance 2026-5

(First Reading)

An Ordinance Repealing and Replacing Chapter 55-350 through Chapter 55-539 of the Township Code Entitled "Affordable Housing Requirements"

Motion to introduce ordinance:

Second:

Roll Call:

Committeeman Cirulli:

Committeeman Marte:

Committeeman Townsend

Deputy Mayor Rubenstein:

Mayor Pipi:

9. Consent Agenda:

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

Approval of On Premise Merchandise Raffle for Breast Cancer Group of Heritage Point for October 3, 2026

Approval of On Premise 50/50 Raffle for Breast Cancer Group of Heritage Point for April 15, May 2, May 25, July 4, Sept. 7, October 17, Nov. 19, Dec. 14, 2026

Approval of On Premise 50/50 for Heritage Point Women's Group on March 23, May 13, June 24, July 21, August 25 and December 14, 2026

Approval of Off Premise Merchandise Raffle to Barnegat Sports Boosters on May 20, 2026

Approval to American Recycling Resources Inc. for clothing bin (2) bins placed at 848 West Bay Avenue, Barnegat Commons

Approval of membership to Alexander Palacio-Valencia to the Barnegat Fire Department

Approval of membership to Erin Pein to the Barnegat First Aid Squad

Approval of membership to Dylan Pein to the Barnegat First Aid Squad

Approval of membership to Julia Cinque to the Barnegat First Aid Squad

Resolution 2026 –73

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

Resolution 2026 - 74

Resolution authorizing the Tax Collector to refund taxes to the property owners of 201 route 539, LLC for 2024 and 2025 based on a successful Tax Court Appeal for Block 46, Lot 14, 201 Route 539 in an amount totaling \$23,431.29

Resolution 2026-75

Resolution authorizing the purchase of two (2) 2024 Ford F250 and one (1) 2023 Ford F250 vehicles from Gentilini Motors at an amount not to exceed \$138,000.00 on an emergency basis to replenish public works fleet to meet the demands of the Township's needs.

Resolution 2026 - 76

Resolution authorizing the release of a Road Opening Bond to Nicholas Ferraro, 29 Eighth Street for \$2500.00

Resolution 2026-77

Resolution authorizing the Retention of Developer Escrow Interest per Township Code 55-80.3

Resolution 2026-78

Resolution authorizing a release of Performance Guarantees for Site, Water and Sewer to Hovcare of Barnegat in the amount of \$80,848.98

Resolution 2026-79

Resolution authorizing reimbursement payment of \$75.00 to Paula Savona for damage to mailbox by Township vehicle from the December 13, 2025 snowstorm.

Resolution 2026-80

Resolution authorizing progress Payment #53 in amount of \$153,580.90 to Frankoski Construction Co. for the New Municipal Building, check payable to Travelers Casualty and Surety Company of America

Resolution 2026-81

Resolution awarding contract to Del Vel Chemical, for total system solution (PEAT) for the Water & Sewer department in an amount not to exceed \$15,000.00

Resolution 2026-82

Resolution awarding contract to Kroff Chemical Company for Odor Control for the 4th Street Pump Station in an amount not to exceed \$6,435.00 as of April 1, 2026 to March 31, 2027

Resolution 2026-83

Resolution appropriating a transfer within the first three months of a succeeding year.

Resolution 2026-84

Resolution promoting George Sayre V from Laborer to Driver in the Public Works Department effective January 1, 2026 at a rate of pay consistent with the Teamsters Public Work Union contract of \$25.82 hr.

Resolution 2026-85

Resolution promoting Stacey Fahringer to the position of Part-Time Recreation Specialist/Special Needs Program in the Recreation Department effective January 5, 2026 at an hourly rate of \$22.00 hr.

Resolution 2026-86

Resolution updating the Job Description for Senior Tax Clerk for the Tax/Utility Department

Resolution 2026-87

Resolution updating the Job Description for Deputy Tax Collector for the Tax/Utility Department

Resolution 2026-88

Resolution authorizing the Township to submit a grant proposal to the New Jersey Department of Community affairs FY26 Local Recreational Improvement Grant Program by Barnegat Township for pavilion at Barnegat Municipal Dock

Resolution 2026-89

Resolution rescinding Resolution 2026-57 of a Shared Service Agreement with Ocean Township for Recreation Director, effective January 31, 2026 at the request Ocean Township Administration

Resolution 2026-90

Resolution authorizing the execution of shared service agreement with the Ocean County Prosecutors Office for Police Services Ocean County Narcotics Strike Force, "NSF" from January 1, 2026 through December 31, 2026

Resolution 2026-91

Resolution authorizing the execution of shared service agreement with the Ocean County Prosecutors Office for the Traffic Safety Program (FAST) from January 1, 2026 to December 31, 2026

Resolution 2026-92

Resolution authorizing a Four (4) year agreement with the Ocean County Board of Health for use of Animal Housing Facilities from January 1, 2026, through December 31, 2029.

Resolution 2026-93

Resolution authorizing execution of Developers Agreement with Walters Development Company LLC and Earle Company for Ocean Acres project, Phase 13 and Phase 15, agreeing to a Non-Refundable payment of \$350,000 and the contractor submitting two (2) consecutive five (5) year maintenance bonds for the projects Sanitary Sewer Improvements

Resolution 2026-94

Resolution consenting to an amendment to Long Beach RV Resort, Block 87, Lot 9 and Block 90, Lot 14.01, for a proposed Water Quality Management Plan in accordance with the NJDEP regulation N.J.A.C. 7:15-3.5(g)

Resolution 2026-95

Resolution supporting RevolutionNJ as they coordinate the Commemoration of the 250th Anniversary of the founding of the United States of America

Resolution 2026-96

Resolution granting preliminary sanitary sewer system facilities approval to Shnitzle Builders for property known as Block 265, Lot 3, 26 South Main Street

Resolution 2026-97

Resolution awarding FY2025 NJDOT Municipal Aid Improvements to First Street to Swift & Son, Inc, for an amount of \$469,924.29

Resolution 2026-98

Resolution rejecting all bid for the Sea Crest Water Tower project that was received on January 27, 2026 and authorizing the Clerk / Engineer to Re-advertise for the project.

Motion to Adopt Consent Agenda:

Second:

Roll Call:

Committeeman Cirulli:

Committeeman Marte:

Committeeman Townsend

Deputy Mayor Rubenstein:

Mayor Pipi:

Resolution 2026-99

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 Cirulli:

Committeeman Marte:

Committeeman Townsend

Deputy Mayor Rubenstein:

Mayor Pipi:

Motion to Adjourn:

Second:

Time: _____

**Next Township Committee meeting,
March 3, 2026 @ 6:30 PM**

ORDINANCE 2026-1

“AMENDING AN ORDINANCE ESTABLISHING CERTAIN SALARIES OF CERTAIN OFFICERS AND EMPLOYEES OF THE TOWNSHIP OF BARNEGAT, IN THE COUNTY OF OCEAN, AND STATE OF NEW JERSEY AND REPEALING ANY AND ALL OTHER ORDINANCES INCONSISTENT HEREWITH”

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

SECTION I. The annual base salary and base hourly wage compensation range for all officers and employees of the Township of Barnegat are established as set forth in "Schedule A" attached hereto, and the Township Chief Financial Officer is hereby authorized to transfer such sums as may be necessary to cover such payrolls authorized herein and by labor contracts or resolution by the Township Committee:

SECTION II. This ordinance amends the previous ordinance 2024-????? which was adopted on December 3, 2024.

SECTION III. This ordinance shall become effective upon final passage and publication according to law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced on first reading at a regular meeting of the Township Committee of Barnegat Township, Ocean County, on the **1st day of January 2026** and will be considered for final passage after public hearing at a regular meeting of said Committee to be held on the **2nd day of February 2026 at 10:00 A.M.**, in the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey at which time and place any person desiring to be heard will be given an opportunity to be so heard.


Donna Manno, RMC
Municipal Clerk

SCHEDULE A

TITLE	SALARY RANGE
COMMITTEE	
Mayor	\$9,500-\$10,500.
Deputy Mayor	\$9,500-\$10,500.
Committee Member Mayor	\$9,500-\$10,500.

ADMINISTRATION	
Administrative Assistant	\$5,000. - 65,000
Administrative Assistant to the Planning/Zoning Board Administrator	\$ 25,000. - 75,000.
Administrative Assistant to the Zoning Officer	\$ 25,000. - 75,000.
Administrator	\$150,000. - 250,000.
Assistant to Township Administrator	\$ 5,000. - 15,000.
Confidential Clerk Typist/Secretary	\$15,000. - 65,000.
Planning/Zoning Administrator	\$ 50,000. - 100,000.
Planning/Zoning Board Secretary	\$ 18,000. - 80,000.
Zoning Officer	\$ 12,000. - 22,500.
Deputy Zoning Officer/Code Enforcement Officer	\$ 40,000. – 90,000.
Code Enforcement Officer/Zoning Official	\$ 25,000. - 90,000.
Shared Service Coordinators	\$ 5,000. - 25,000.
Clerk Typist Full Time	\$ 25,000. - 60,000.
Code Enforcement Officer - Part time	Min. Wage - 28.00/hour

CLERK	
Municipal Clerk	\$ 75,000. - 130,000.
Deputy Municipal Clerk	\$ 45,000. - 80,000.
Clerk Typist (part time) various departments	Min. Wage – 25.00
Lobby Receptionist (full time/part time)	Min. Wage – 30.00/hour
Registrar of Vital Statistics	\$ 3,500. - 10,000.
Deputy Registrar of Vital Statistics	\$ 1,500. – 5,000.
Alternate Deputy Registrar	\$1,200.00

FINANCE	
Chief Financial Officer	\$ 85,000. - 215,000.
Deputy CFO	\$ 64,000 – 95,000
Assistant to the CFO	\$ 35,000. - 75,000.
Payroll/Health Benefits/ACA Coordinator	\$ 50,000. - 85,000.

ASSESSOR	
Assistant to the Assessor	\$ 20,000. - 75,000.
Deputy Tax Assessor	\$ 40,000. - 80,000.
Field Inspector (full time)	\$ 15,000. - 65,000.
Field Inspector (part time)	Min. Wage - \$28/hour
Municipal Tax Assessor	\$ 70,000. - 110,000.
Principal Assessing Clerk	\$ 16,000. - 70,000.

RECREATION	
Assistant Recreation Director	\$ 15,500. - 55,000.
Assistant Recreation Director Part time	Min. Wage - 20.00/hour
Lifeguard	Min. Wage – 20.00/hour
Recreational Aide	Min. Wage – 20.00/hour
Program Director	Min. Wage – 55.00/hour
Bus Driver	Min. Wage – 20.00/hour
Public Relations/Community Service Director	\$ 3,500. - 6,000.
Recreation Director (through Shared Service)	\$ 40,000. - 80,000.
Recreation Instructor	Min. Wage - 30.00/hour
Recreation Specialist - Special Needs Programs	Min. Wage - 33.00/hour
Seasonal Staff -Dock, Farmers Market, Special events	Min. Wage - 17.00/hour
Special Events Program Coordinator	Min. Wage - 60.00/hour
TAX COLLECTOR	
Tax Collector	\$ 75,000. - 120,000.
Assistant to the Tax Collector	\$ 15,000. - 65,000.
Deputy Tax Collector	\$ 35,000. - 65,000.
Senior Tax Clerk	\$ 35,000. - 65,000.
Tax Clerk	\$ 35,000. - 60,000.
Tax Search Officer	\$ 3,000. - 6,500.

COURT	
Municipal Court Judge	\$ 40,000. - 60,000.
Deputy Municipal Court Administrator	\$ 40,000. - 70,000.
Municipal Court Administrator	\$ 75,000. – 125,000.
Senior Violations Clerk	\$ 39,000 - 60,000
Violations Clerk	\$ 35,000. - 60,000.
Clerk Typist	Min. Wage -\$20.00/hour

CONSTRUCTION	
Building Inspector	\$ 45,000. - 120,000.
Building, Plumbing or Other Inspector (part time)	\$ 25.00 - 75.00 per hour
Building Sub Code Official	\$ 47,000. - 110,000.
Construction Code Official	\$ 75,000. - 135,000.
Electrical Inspector	\$ 45,000. - 115,000.
Electrical Sub Code Official	\$ 45,000. - 115,000.
Fire Inspector	\$ 45,000. - 115,000.
Fire Sub Code Official	\$ 45,000. - 115,000.
Plumbing Inspector	\$ 34,000. - 115,000.
Plumbing Sub Code Official	\$ 45,000. - 115,000.
Assistant to the Technical Assistant to the Construction Official	\$ 39,000. - \$60,000
Technical Assistant to the Construction Official	\$ 35,000. - 85,000.
Sub Code Official – Part Time / Temporary	\$ 25.00 - \$75.00 per hour

POLICE	
Chief of Police	\$ 215,000. - 290,000.
Captain	\$ 195,000. – 250,000.
Crossing Guards	Min. Wage - 18/hour
Detective 1st Grade	\$105,000. - 185,000.
Dispatcher I Full time	Min. Wage – 40.00/hour
Dispatcher I Part time	Min. Wage - 27.00/hour
Lieutenant	\$175,000. – 238,000.
Sergeant	\$140,000. – 210,000
Patrolman – Non-Certified	\$ 48,000. - 80,000.
Patrolman - Certified	\$ 51,500. - 90,000.
Patrolman after 12 months	\$ 64,000. – 105,000.
Patrolman after 24 months	\$ 70,000. – 115,000.
Patrolman after 36 months	\$ 80,000. – 125,500.

Patrolman after 48 months	\$ 95,000. – 145,000.
Patrolman after 60 months	\$ 100,000. – 165,000.
Corporal	\$125,000-195,000
Police Service Representative	Min. Wage - \$28.00/hour
Chief's Administrative Aide/Confidential Aide	\$30,000-\$65,000
Part-Time Confidential Records Clerk	\$25.00-\$30.00/hour
Records Clerk Full time	Min. Wage - 28.00/hour
Records Clerk Part time	Min. Wage – 28.00/hour

PUBLIC WORKS	
Custodian Full Time	\$20.00-35.00/hour
Custodian – Part Time	Min. Wage -30.00/hour
Driver Full time (or Senior Driver)	Min. Wage – 35.00/hour
Equipment Operator	Min. Wage - 40.00/hour
Heavy Equipment Operator	Min. Wage - 36.00/hour
Jet Vac/Street Sweeper Operator	Min Wage – 36.00/hour
Laborer Full Time	Min. Wage – 30.00/hour
Laborer Part Time	Min. Wage - 20.00/hour
Carpenter	Min. Wage – 40.00/hour
Mechanic	Min. Wage – 40.00/hour
Maintenance Worker (or Senior Maintenance)	Min. Wage – 35.00/hour
Public Works Coordinator	\$ 50,000. - 88,000.
Public Works Superintendent/Director	\$ 85,000. - 135,000.
Foreman	\$ 75,000. - 125,000.
Chief Mechanic	\$ 75,000. - 125,000
Seasonal Employees	Min. Wage - 28.00/hour
Shade Tree Commission Coordinator/Laborer	Min. Wage - 60.00/hour

ENGINEERING	
Township Engineer	\$ 140,000. - 185,000.
INFORMATION TECHNOLOGY	
Director of Information Technologies	\$140,0000 – 210,000

WATER & SEWER	
Administrative Assistant - Water/Sewer Utility	\$ 35,000. - 70,000.
Licensed Plumber/Water-Sewer Maintenance person	Min. Wage - 35.00/hour
Mosquito Sprayer Operator	O/T Rate
Utility Laborer	\$22.00 - 38.00/hour
Utility Meter Tech	\$23.00 – 38.00/hour
Senior Meter Tech Water/Sewer Inspections	\$25.00 - 38.00/hour
Senior Maintenance (level 1 WS Licenses) or Senior Truck Driver	\$25.00 - 45.00/hour
Equipment Operator/Jet Truck Operator/Senior Maint (level 2 lic)	\$30.00 - 45.00/hour
Utility Lead Operator	\$35.00 – 50.00/hour
Utility Title Foreman	\$37.00 – 60.00/hour
Utility Maintenance	Min. Wage – 55.00/hour
Utility Manager/Supervisor	\$ 95,000. - 150,000.

CERTIFICATION

I, Donna Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify by my hand and seal that the foregoing ordinance, namely **Ordinance 2026-1** entitled "Amending and Supplementing Chapter 39-2 of the Township Code Entitled, "Construction Codes, Uniform", "Fees", Specifically Section 1 "Building Subcode Fees" and Section 6 " Certificate of Occupancy Fee and Othe Permits" was introduced and passed on first reading at a meeting held on the **1st day of January 2026**, and finally adopted by the Township Committee of said Township after public hearing at their regular meeting held on the **3rd day of February 2026** at the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.

Donna Manno, RMC
Municipal Clerk

ORDINANCE 2026-2

ORDINANCE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 39-2 OF THE TOWNSHIP CODE ENTITLED, "CONSTRUCTION CODES, UNIFORM", "FEES" SPECIFICALLY SECTION 1 "BUILDING SUBCODE FEES" AND SECTION 6 "CERTIFICATE OF OCCUPANCY FEE AND OTHER PERMITS"

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

SECTION 1. The Township on an annual basis reviews the fees charged for building Subcodes and construction permits. As a result of that review, in consultation with the Building Department, the Township finds it necessary to make the following changes.

SECTION 2.

§39-2A. SECTION 1. BUILDING SUBCODE FEES

- a. Unchanged
- b. Unchanged.
- c. Unchanged
- d. Unchanged.
- e. Unchanged.
- f. Unchanged.
- g. Unchanged.
- h. STORAGE SHEDS AND SIMILAR STRUCTURES:
 - i. **Delete:** "1-180 sq. ft.(zoning only) if in a SFHA, same as new Construction"
 - ii. **Delete** ""201 square feet or larger, same as new construction (A1a)

The following is amended as follows:

- i. 201 Sq. Ft. or larger, same as new construction (A1a)
- I. Unchanged.

- j. ROOFING: The fee shall be as follows:
- i. **Delete** R5 Use Groups.....\$75.00
 - ii. **Delete** All other use groups use A1c

The following is amended as follows:

- i. All Other Use Groups use A1c \$75.00

- k. SIDING: The fee shall be as follows:

- i. Delete R-5 Use groups:.....\$75.00
- ii. Delete All other use groups use A1c

The following is amended as follows:

- i. All Other Use Groups use A1c \$75.00

- l. Unchanged.

- m. Unchanged

- n. Unchanged

- o. Unchanged

- p. Unchanged

- q. Unchanged

- r. Unchanged

SECTION 3:

§39-2A. SECTION 6. CERTIFICATE OF OCCUPANCY FEES AND OTHER PERMITS

- a. Unchanged.

- b. Unchanged.

- c. Unchanged.

- d. Temporary Certificate of Occupancy Extension \$30.00

- e. **DELETE**

- f. Unchanged.

- g. Unchanged.

- h. Unchanged.

- i. Unchanged.

- j. Unchanged.

- k. Unchanged.
- l. Unchanged
- m. Unchanged.
- n. Unchanged.
- o. Unchanged.
- p. Unchanged.
- q. Unchanged

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

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

SECTION 6. This ordinance shall take effect after second reading and publication as required by law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Committee on first reading at the Township Committee Re-Organization meeting on the **1st day of January, 2026**, and will be considered for second and final passage at a meeting of the Township Committee to be held on the **3rd day of February, 2026 at 10:00 AM.** at the Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.



Donna M. Manno, RMC
Municipal Clerk

2026-72

BILL LIST FOR FEBRUARY 2026

\$24,441,141.64

ORDINANCE 2026- 3

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

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

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

WHEREAS, the Barnegat Township Committee of the Township of Barnegat in the County of Ocean finds it advisable and necessary to increase its CY 2026 budget by up to 3.5% over the previous years final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Barnegat Township Committee hereby determines that a 3.5% increase in the budget for said year, amounting to \$443,316 in excess of the 2% increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

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

NOW, THEREFORE BE IT ORDAINED by the Township Committee of the Township of Barnegat in the County of Ocean, New Jersey, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2025 budget year, the final appropriations of the Township of Barnegat shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased to 3.5% amounting to \$1,034,404 and that the CY 2026 municipal budget for the Township of Barnegat be approved and adopted in accordance with this ordinance; and

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

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

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

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced on first reading at a special meeting of the Barnegat Township Committee held on the 3th day of February, 2026, and will be considered for second reading and final adoption at a regular meeting of said Committee to be held on the 3rd day of March, 2026, at 6:30 PM at 900 West Bay Avenue, Barnegat, New Jersey at which time and place any person wishing to be heard on the subject shall be given an opportunity to be so heard.

Donna M. Manno, RMC
Municipal Clerk

CERTIFICATION

I, Donna Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify by my hand and seal that the foregoing Ordinance namely, Ordinance 2026-3 entitled An Ordinance to exceed the Municipal Budget Appropriation Limits and establish a Cap Bank in accordance with N.J.S.A. 40A:4-45.14 was introduced and passed on the 3rd day of February 2025, and finally adopted after Public Hearing at a regular meeting held on the 3rd day of March, 2026 at 6:30 PM in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ and will take effect 20 days after publication in the Township newspaper.

Donna Manno, RMC
Municipal Clerk

ORDINANCE NO. 2026-4

AN ORDINANCE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN AND STATE OF NEW JERSEY AUTHORIZING THE SALE OF BLOCK 223, LOT 2 (69 BAY VIEW BOULEVARD), OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN AND THE STATE OF NEW JERSEY, PURSUANT TO N.J.S.A. 40A:12-1 ET SEQ.

WHEREAS, the Township of Barnegat, is the owner of real property known as Block 223, Lot 2 otherwise known as 69 Bay View Boulevard in the Township of Barnegat (the “Property”); and

WHEREAS, the Property is located the RMF Zone; and

WHEREAS, the Property is an undersized, nonbuildable pursuant to the requirements of the RMF Zone; and

WHEREAS, the Township Committee of the Township of Barnegat has determined that the Property as delineated on the tax map of the Township of Barnegat is not needed for public use; and

WHEREAS, a sale of the property will return the property to the tax rolls of the Township of Barnegat and create revenues for the Township; and

WHEREAS, the Township Committee has determined that it is in the best interests of the Township of Barnegat to offer the property for sale, pursuant to N.J.S.A. 40A:12-1 et seq.; and

WHEREAS, N.J.S.A. 40A:12-13 authorizes the Township to sell municipally owned property at a private sale or a public sale to an owner of real property contiguous thereto where the Township owned property is less than the minimum size required for development under the municipal zoning ordinance and is without any capital improvements; and

DASTI & STAIGER
ATTORNEYS AT LAW

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

WHEREAS, N.J.S.A. 40A:12-13(b)(5) further provides for a sale to the owner of the real property contiguous to the real property being sold; provided that that the real property being sold is less than the minimum size required for development under the municipal zoning ordinance and is without any capital improvement thereon.

NOW THEREFORE BE IT ORDAINED on this 3rd day of February 2026 by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, and State of New Jersey as follows:

SECTION 1. The Township is the owner of the land located in the Township of Barnegat known as Block 223, Lot 2, otherwise known as 69 Bay View Boulevard, Barnegat, New Jersey (the “Property”), that is located in the RMF Zone and subject to all easements and restrictions of record and not of record.

SECTION 2. The Township Committee has determined it to be in the public interest to sell said property at a private sale to an owner of real property contiguous thereto in accordance with N.J.S.A. 40A:12-13(b)(5).

SECTION 3. N.J.S.A. 40A:12-13(b)(5) further provides that the sale shall not be for less than fair market value of said real property.

SECTION 4. The Township Committee declares the property to be surplus and not needed for public use.

SECTION 5. The following conditions for the sale of the property shall apply:

- (a) The minimum bid for the property shall be \$2,000.00.
- (b) Full payment of the purchase price shall be received within 30 days of the date of the acceptance of the bid. The successful bidder will be required to pay, either by cash or bank check, the deposit in the amount of ten percent (10%) of the minimum price of the bid at the close of bidding with the balance to be paid by either cash or bank check. The successful bidder shall pay all

legal expenses including, but not limited to, Township legal fees, the pro rata cost of advertisement, recording fees, realty transfer fee and all other reasonable fees and costs incurred as part of the consideration on the date of closing.

- (c) The property is being sold in an "as is" condition. The successful bidder is responsible for conducting any and all inspections and testing of the property at its own cost and expense. The property is sold subject to any and all conditions, including but not limited to, title issues, environmental issues, existing encumbrances, liens, easements, zoning ordinances, other restrictions of record, such facts as an accurate survey would reveal, any future or present assessment for the construction of improvements benefiting the property. A survey of the property may be conducted by any prospective bidder at its discretion, as part of its due diligence.
- (d) The land to be sold is undersized for development under the Township zoning ordinance. Bids will be limited to contiguous landowners only. The successful bidder shall consolidate the property purchase with other contiguous lot or lots so as to be part of a reconfigured lot in conformance with the zoning requirements. This requirement shall be incorporated into the Quit Claim Deed as a deed restriction. The contiguous landowners for the purpose of this sale shall be limited to the legal owner of record as of the date of sale. Contract purchasers and tax lien owners are not deemed contiguous for the purpose of this sale.
- (e) Should the property be developed, it shall be done in accordance with all applicable Township ordinances as well as County and State laws, rules, and regulations. No representation, express or implied, is made that the successful bidder on an undersized lot will be able to secure a variance to develop, construct, or otherwise utilize any undersized lots hereby being sold.
- (f) The Deed must be recorded within 30 days of closing or title to the property shall automatically revert back to the Township of Barnegat without the necessity of entry or re-entry.
- (g) With respect to the sale of the property herein, no real estate commission is owed.
- (h) The Deed given by the Township for the property will be a Quit Claim Deed. No title contingencies or conditions are permitted.

- (i) The Township reserves the right to accept the highest responsive bid if equal to or greater than the minimum bid price or to reject all bids and not to award to the highest bidder. The Township reserves the right to waive any and all defects in formalities in any proposal, and to accept or reject the highest responsive bid deemed to be in the best interest of the Township.
- (j) In the event the Township cannot convey marketable title to said premises its sole liability shall be to return without interest all monies paid by the purchaser to the Township. This obligation will not survive the closing of title. It is suggested and recommended that the potential bidders perform title searches and/or last owner and lien searches on the properties they are interested in bidding upon prior to the date of bid submission so that the potential bidder may be adequately apprised of any encumbrances or restrictions of record effecting the use and germane of property. The Township of Barnegat shall not be responsible for the cost associated with such searches in the event the Township of Barnegat is unable to convey title and/or if a bid is rejected.

SECTION 6. Notice of the Township's intention to sell the property and the minimum bid price therefore shall be sent by certified mail, return receipt requested to all property owners listed on the municipal tax records who own properties contiguous to the property. It shall be the responsibility of the successful bidder to pay all closing costs and expenses incurred by both the Township of Barnegat and the successful bidder relating to the sale, transfer and exchange of the property.

SECTION 7. The Sale shall be advertised in the official newspaper of the Township by two insertions, at least once a week for two consecutive weeks, the last publication to be no later than seven (7) days prior to the sale.

SECTION 8. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 9. 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 10. 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 3rd day of February, **2026**, and will be considered for second and final passage at a meeting of the Township Committee to be held on the 3rd day of March, **2026**, at 6:30 PM. at the Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.

DONNA M. MANNO, RMC
Municipal Clerk

DASTI & STAIGER
ATTORNEYS AT LAW

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

ORDINANCE NO. 2026-5

**AN ORDINANCE OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN AND STATE OF
NEW JERSEY REPEALING AND REPLACING
CHAPTER 55-350 THROUGH CHAPTER 55-359 OF
THE TOWNSHIP CODE ENTITLED AFFORDABLE
HOUSING REQUIREMENTS**

WHEREAS, the New Jersey Legislature passed into law amendments to the Affordable Housing Act and pursuant thereto municipalities were required to decide whether to adopt the Department of Community Affairs Fourth Round Affordable Housing Fair Share Obligations by January 31, 2025; and

WHEREAS, the Township adopted Resolution 2025-52 on January 1, 2025, and pursuant to the Affordable Housing law filed a Declaratory Judgment action in the Superior Court of New Jersey, Law Division, Ocean County Civil Part under Docket No. OCN-L-19-25; and

WHEREAS, pursuant to the Affordable Housing law, municipalities are required to adopt their Fourth Round Housing Element and Fair Share Plan by June 30, 2025; and

WHEREAS, the Barnegat Township Planning Board adopted Resolution P-2025-14 on June 24, 2025 which adopted the Housing Element and Fair Share Plan for the Fourth Round prepared by CME Associates dated June 11, 2025; and

WHEREAS, on July 1, 2025, the Township Committee adopted Resolution 2025-245 endorsing the Planning Board's adoption of the Affordable Housing Element and Fair Share Plan; and

WHEREAS, pursuant to the affordable housing law, municipalities were required to adopt amendments to their affordable housing ordinances before March 15, 2026; and

WHEREAS, it is the intent of the Township Committee of the Township of Barnegat to repeal and replace Article XXII of Chapter 55 of the Township Code entitled “Affordable Housing Requirements” which is inclusive of Sections 55-350 through 55-359 with the following:

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.

ARTICLE XXII of the Township Code entitled “Affordable Housing Requirements which is inclusive of Chapter 55-350 through Chapter 55-359 is hereby repealed and replaced with the following:

SECTION 2.

Chapter 55 Land Use

ARTICLE XXII AFFORDABLE HOUSING REQUIREMENTS

§ 55-350.

A. Introduction & Applicability

1. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in Barnegat Township consistent with the provisions outlined in P.L 2024, Chapter 2, including the amended Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services (“LPS”) at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing (“COAH”) at N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls (“UHAC”) at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan (“HEFSP”).
2. This Ordinance is intended to ensure that very low-, low- and moderate-income units (“affordable units”) are created with controls on affordability over time and that very low-, low- and moderate-income households shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit

financed developments shall adhere to the provisions set forth below in item 5.c. below.

3. The Barnegat Township Planning Board has adopted a Housing Element and Fair Share Plan (“HEFSP”) pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.
4. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.
5. Applicability
 - a. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created pursuant to the municipality’s most recently adopted HEFSP.
 - b. This Ordinance shall apply to all developments that contain very low-, low- and moderate-income housing units included in the Municipal HEFSP, including any unanticipated future developments that will provide very low-, low- and moderate-income housing units.
 - c. Projects receiving Federal Low Income Housing Tax Credit financing and are proposed for credit shall comply with the low/moderate split and bedroom distribution requirements, maximum initial rents and sales prices requirements, affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

B. Definitions

As used herein the following terms shall have the following meanings:

“Accessory apartments” means a residential dwelling unit that provides complete independent living facilities with a private entrance for one or more persons, consisting of provisions for living, sleeping, eating, sanitation, and cooking, including a stove and refrigerator, and is located within a proposed preexisting primary dwelling, within an existing or proposed structure that is an accessory to a dwelling on the same lot, constructed in whole or part as an extension to a proposed or existing primary dwelling, or constructed as a separate detached structure on the same lot as the existing or proposed primary dwelling. Accessory apartments are also referred to as “accessory dwelling units”.

“Act” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Adaptable” means constructed in compliance with the technical design standards of the barrier free subcode adopted by the Commissioner of Community Affairs pursuant to the “State Uniform Construction Code Act,” P.L.1975, c. 217 (C.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 (C.52:27D-123.15).

“Administrative agent” means the entity approved by the Division responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

“Affirmative Marketing Plan” means the municipally adopted plan of strategies from which the administrative agent will choose to implement as part of the Affirmative Marketing requirements.

“Affirmative Marketing Process” or “Program” means the actual undertaking of Affirmative Marketing activities in furtherance of each project with very low- low- and moderate-income units.

“Affordability assistance” means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner's association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5.

“Affordability average” means an average of the percentage of regional median income at which restricted units in an affordable development are affordable to low- and moderate-income households.

“Affordable” means, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

“Affordable housing development” means a development included in a municipality's housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored affordable housing project, or a 100 percent affordable development. This includes developments with affordable units on-site, off-site, or provided as a payment in-lieu of construction only if such a payment-in-lieu option has been previously approved by the Program or Superior Court as part of the HEFSP. Payments in lieu of construction were invalidated per P.L. 2024, c.2.

“Affordable Housing Dispute Resolution Program” or “the Program” refers to the dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

“Affordable Housing Monitoring System” or “AHMS” means the Department's cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

“Affordable Housing Trust Fund” or “AHTF” means that non-lapsing, revolving trust fund established in DCA pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes. All references to the “Neighborhood Preservation Non-lapsing Revolving Fund” and “Balanced Housing” mean the AHTF.

“Affordable unit” means a housing unit proposed or developed pursuant to the Act, including units created with municipal affordable housing trust funds.

“Age-restricted housing” means a housing unit that is designed to meet the needs of, and is exclusively for, an age-restricted segment of the population such that: 1. All the residents of the development where the unit is situated are 62 years or older; 2. At least 80 percent of the units are occupied by one person that is 55 years or older; or 3. The development has been designated by the Secretary of HUD as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L.1983, c. 530 (C.55:14K-1 et seq.).

“Assisted living residence” means a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to ensure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor. Apartment units must offer, at a minimum, one unfurnished room, a private bathroom, a kitchenette, and a lockable door on the unit entrance.

“Barrier-free escrow” means the holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

“Builder's remedy” means court-imposed site-specific relief for a litigant who seeks to build affordable housing for which the court requires a municipality to utilize zoning techniques, such as mandatory set-asides or density bonuses, including techniques which provide for the economic viability of a residential

development by including housing that is not for low- and moderate-income households.

“Certified household” means a household that has been certified by an administrative agent as a very-low-income household, a low-income household, or a moderate-income household.

“CHOICE” means the no-longer-active Choices in Homeownership Incentives for Everyone Program, as it was authorized by the Agency.

“COAH” or the “Council” means the Council on Affordable Housing established in, but not of, DCA pursuant to the Act and that was abolished effective March 20, 2024, pursuant to section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1).

“Commissioner” means the Commissioner of the Department of Community Affairs.

“Compliance certification” means the certification obtained by a municipality pursuant to section 3 of P.L.2024, c. 2 (C.52:27D-304.1), that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a “judgment of compliance” or “judgment of repose.” The term “compliance certification” shall include a judgment of repose granted in an action filed pursuant to section 13 of P.L.1985, c. 222 (C.52:27D-313).

“Construction” means new construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217(N.J.S.A. 52:27D-119 et seq.).

“County-level housing judge” means a judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal Fair Share plans and housing elements with the Act.

“DCA” and “Department” mean the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Department” means the New Jersey Department of Community Affairs.

“Developer” means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any building or other structure, or of any mining, excavation, or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Development fee” means money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

“Dispute Resolution Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-313.2).

“Division” means the Division of Local Planning Services within the Department of Community Affairs.

“Emergent opportunity” means a circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

“Equalized assessed value” or “EAV” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b, and 54:1-35c). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

“Equity share amount” means the product of the price differential and the equity share, with the equity share being the whole number of years that have elapsed since the last non-exempt sale of a restricted ownership unit, divided by 100, except that the equity share may not be less than five percent and may not exceed 30 percent.

“Exit sale” means the first authorized non-exempt sale of a restricted unit following the end of the control period, which sale terminates the affordability controls on the unit.

“Exclusionary zoning litigation” means litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder's remedy.

“Extension of expiring controls” means extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

“Fair share obligation” means the total of the present need and prospective need, including prior rounds, as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

“Fair share plan” means the plan or proposal, with accompanying ordinances and resolutions, by which a municipality proposes to satisfy its constitutional obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

“FHA” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Green Building Strategies” means the strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

“HMFA” or “the Agency” means the New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

“Household income” means a household's gross annual income calculated in a manner consistent with the determination of annual income pursuant to section 8 of the United States Housing Act of 1937 (Section 8), not in accordance with the determination of gross income for Federal income tax liability.

“Housing element” means the portion of a municipality's master plan adopted in accordance with the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-28.b(3) and the Act consisting of reports, statements proposals, maps, diagrams, and text designed to meet the municipality's fair share of its region's present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

“Housing region” means a geographic area established pursuant to N.J.S.A. 52:27D-304.2b.

“Inclusionary development” means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate- income households.

“Judgment of compliance” or “judgment for repose” means a determination issued by the Superior Court approving a municipality's fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

“Low-income household” means a household with a household income equal to 50 percent or less of the regional median income.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

“Mixed use development” means any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1) there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities maybe considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

“Moderate-income household” means a household with a household income in excess of 50 percent but less than 80 percent of the regional median income.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“MONI” means the no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

“Municipal housing liaison” or “MHL” means an appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

“Municipal affordable housing trust fund” means a separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

“Municipal development fee ordinance” means an ordinance adopted by the governing body of a municipality that authorizes the collection of development fees.

“New construction” means the creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

“New Jersey Affordable Housing Trust Fund” means an account established pursuant to N.J.S.A. 52:27D-320.

“New Jersey Housing Resource Center” or “Housing Resource Center” means the online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

“95/5 restriction” means a deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

“Non-exempt sale” means any sale or transfer of ownership of a restricted unit to one's self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary; and the transfer of ownership by court order.

“Nonprofit” means an organization granted nonprofit status in accordance with section 501(c)(3) of the Internal Revenue Code.

“Non-residential development” means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

Hotels, motels, vacation timeshares, and child-care facilities; and

The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

“Non-residential development fee” means the fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

“Order for repose” means the protection a municipality has from a builder's remedy lawsuit for a period of time from the entry of a judgment of compliance by the Superior Court. A judgment of compliance often results in an order for repose.

“Payment in lieu of constructing affordable units” means the prior approval of the payment of funds to the municipality by a developer when affordable units are not produced on a site zoned for an inclusionary development. The statutory permission for payments in lieu of constructing affordable units was eliminated per P.L. 2024, c.2.

“Prospective need” means a projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

“Qualified Urban Aid Municipality” means a municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

“Person with a disability” means a person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a service animal, wheelchair, or other remedial appliance or device.

“Price differential” means the difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

“Prior round unit” means a housing unit that addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

“Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 of P.L.2024, c. 2 (C.52:27D-313.2).

“Random selection process” means a lottery process by which currently income-eligible applicant-households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant

over another, except in the case of a veterans' preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.7(k)3. This definition excludes any practices that would allow affordable housing units to be leased or sold on a first-come, first-served basis.

“RCA administrator” means an appointed municipal employee who is responsible for oversight and/or administration of affordable units and associated revenues and expenditures within the municipality that were funded through regional contribution agreements.

“RCA project plan” means a past application, submitted by a receiving municipality in an RCA, delineating the manner in which the receiving municipality intended to create or rehabilitate low- and moderate-income housing.

“Receiving municipality” means, for the purposes of an RCA, a municipality that contractually agreed to assume a portion of another municipality's fair share obligation.

“Reconstruction” means any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress and where a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the uniform Construction Code, N.J.A.C. 5:23-6. Reconstruction shall not include projects comprised only of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings. Asbestos hazard abatement and lead hazard abatement projects shall not be classified as reconstruction solely because occupancy of the work area is not permitted.

“Recreational facilities and community centers” means any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including, but not limited to, ballfields, meeting halls, and classrooms, accommodating either organized or informal activity.

“Regional contribution agreement” or “RCA” means a contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into and was approved by COAH and/or Superior Court prior to July 18, 2008, to transfer a portion of a municipality's affordable housing obligation to another municipality within its housing region.

“Regional median income” means the median income by household size for an applicable housing region, as calculated annually in accordance with N.J.A.C. 5:80-26.3.

“Rehabilitation” means the repair, renovation, alteration, or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. With respect to units in assisted living residences, rent does not include charges for food and services.

“Residential development fee” means money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of this subchapter but does not include a market-rate unit that was financed pursuant to UHORP, MONI, or CHOICE.

“Spending plan” means a method of allocating funds contained in an affordable housing trust fund account, which includes, but is not limited to, development fees collected and to be collected pursuant to an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq., for the purpose of meeting the housing needs of low- and moderate-income individuals.

“State Development and Redevelopment Plan” or “State Plan” means the plan prepared pursuant to sections 1 through 12 of the “State Planning Act,” P.L.1985, c. 398 (C.52:18A-196 et al.), designed to represent a balance of development and conservation objectives best suited to meet the needs of the State, and for the purpose of coordinating planning activities and establishing Statewide planning objectives in the areas of land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination pursuant to subsection f. of section 5 of P.L.1985, c. 398 (C.52:18A-200).

“Supportive housing household” means a very low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the U.S. Department of Housing and Urban

Development, the Low-Income Housing Tax Credit Program, the McKinney–Vento Act, or the New Jersey Department of Human Services. A supportive housing household may include family members, unrelated individuals, or live-in aides, provided that the household meets the income eligibility requirements of this subchapter, except that in the case of unrelated individuals not operating as a family unit, income eligibility shall be tested on an individual basis rather than in the aggregate; the unit is leased or sold subject to the affordability controls established herein; and the supportive services available to the household are designed to promote housing stability, independent living, and community integration. The determination of whether unrelated individuals are operating as a family unit shall be made based on the applicant’s self-identification of household members on the affordable housing application.

“Supportive housing sponsoring program” means grant or loan program which provided financial assistance to the development of the unit.

“Supportive housing unit” means a restricted rental unit that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. A supportive housing unit is intended to provide long-term, community-based housing for individuals with intellectual or developmental disabilities, as defined at N.J.S.A. 30:6D-25(b). Such units must be leased subject to the affordability controls established herein; remain subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968) and the project’s Affirmative Marketing Program. A supportive housing unit may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services. Supportive housing units are also referred to as permanent supportive housing units.

“Transitional housing” means temporary housing that: (1) includes, but is not limited to, single-room occupancy housing or shared living and supportive living arrangements; (2) provides access to on-site or off-site supportive services for very low-income households who have recently been homeless or lack stable housing; (3) is licensed by the department; and (4) allows households to remain for a minimum of six months.

“Treasurer” means the Treasurer of the State of New Jersey.

“UHAC” means the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.

“UHORP” means the Agency's Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

“Unit type” means type of dwelling unit with various building standards including but not limited to single-family detached, single-family attached/townhouse, stacked townhouse (attached building containing 2 units each with separate entrances), duplex (detached building containing 2 units each with separate entrances), triplex (3 units each with separate entrance), quadplex (4 units each with separate entrance), multifamily / flat (2 or more units with a shared entrance). Inclusion of a garage, or not, shall not define the unit type.

“Very-low-income household” means a household with a household income less than or equal to 30 percent of the regional median income.

“Very-low-income housing” means housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

“Very-low-income unit” means a restricted unit that is affordable to a very-low-income household.

“Veteran” means a veteran as defined at N.J.S.A. 54:4-8.10.

“Veterans' preference” means the agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors and is considered a major system for rehabilitation.

C. Monitoring and Reporting Requirements

1. The Township shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:
 - a. The municipality shall provide electronic monitoring data with the Department pursuant to P.L. 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department's website at <https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml>.

- b. On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.
- c. On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

D. New Construction (per N.J.A.C. 5:93 as may be updated per various sections in N.J.A.C. 5:97 and N.J.S.A. 52:27D-301 et seq.). Per the definition of “New Construction,” this section governs the creation of new affordable housing units regardless of the means by which the units are created. Newly constructed units may include new residences constructed or created through other means.

1. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.
2. Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Issued a Temporary or Final Certificate of Occupancy	Minimum Percentage of Affordable Units Issued a Temporary or Final Certificate of Occupancy
25+1	10
50	50
75	75
90	100

3. Design. The following design requirements apply to affordable housing developments, excluding prior round units.
 - a. Design of 100 percent affordable developments:
 - i. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set

forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

- ii. Each bedroom in each restricted unit must have at least one window.
- iii. Restricted units must include adequate air conditioning and heating.
- b. Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.
 - i. Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - ii. Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.
 - iii. Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 - iv. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - v. Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units.
 - vi. Each bedroom in each restricted unit must have at least one window.
 - vii. Restricted units must be of the same unit type as market-rate units within the same building.
 - viii. Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

- c. Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:
 - i. Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - ii. Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 - iii. Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses may be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.
 - iv. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - v. Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).
 - vi. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - vii. Each bedroom in each restricted unit must have at least one window; and
 - viii. Restricted units must include adequate air conditioning and heating.

4. Utilities.

- a. Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.
- b. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.AC 5:80-26.13(e).

5. Low/moderate split and bedroom distribution.

- a. Affordable units shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.
- b. In each affordable housing development, at least 50% of the restricted units within each bedroom distribution rounded up to the nearest whole number shall be very low- or low-income units.
- c. Within rental developments, of the total number of affordable rental units, at least 13%, rounded up to the nearest whole number, shall be affordable to very low-income households. The very low-income units shall be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count, and counted as part of the required number of low-income units within the development.
- d. Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:
 - i. At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
 - ii. Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
 - iii. The combined number of efficiency and one-bedroom units shall be no greater than 20%, rounded down (or rounded up to the nearest whole number), of the total number of low- and moderate-income units.
 - iv. At least 30% of all low- and moderate-income units, rounded up (or down to the nearest whole number) shall be two-bedroom units.
 - v. At least 20% of all low- and moderate-income units, rounded up (or down to the nearest whole number) shall be three-bedroom units.
 - vi. The remaining units may be allocated among two- and three-bedroom units at the discretion of the developer.
- e. Affordable housing developments that are age-restricted or supportive housing, except those supportive housing units whose sponsoring program determines the unit arrangements, shall be structured such that, at a minimum, the number of bedrooms shall equal the number

of age-restricted or supportive housing low- and moderate-income units within the inclusionary development. Supportive housing units whose sponsoring program determines the unit arrangement shall comply with all requirements of the sponsoring program. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit. In affordable housing developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom units must comprise at least 5% of those restricted units.

6. Accessibility requirements.

- a. Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free subcode. "Ground floor" means the first floor with a dwelling unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.
- b. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multifloor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:
 - i. An adaptable toilet and bathing facility on the first floor;
 - ii. An adaptable kitchen on the first floor;
 - iii. An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
 - iv. An adaptable room that can be used as a bedroom, with a door, or the casing for the installation of a door that is compliant with the Barrier Free Subcode, on the first floor;
 - v. If not all of the foregoing requirements in b.i. through b.iv. can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and
 - vi. An accessible entranceway as set forth in P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
 - a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

- b) To this end, the builder of restricted units shall deposit funds within the Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
 - c) The funds deposited shall be expended for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - d) The developer of the restricted units shall submit to the Construction Official a design plan and cost estimate for the conversion from adaptable to accessible entrances.
 - e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Affordable Housing Trust Fund and earmarked appropriately.
- vii. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is “site-impracticable” to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.

E. Affordable Housing Programs

1. Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-311.m, “All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024, c.2, or binding court decisions.” The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.
2. All affordable housing programs and compliance mechanisms are identified in the Township’s adopted and approved HEFSP, as may be amended
3. Accessory Apartment program (per N.J.A.C. 5:93-5.9 as may be updated per various sections in N.J.A.C. 5:97-6.8).

- a. An accessory apartment program shall provide low- and moderate-income units or may be limited to only low- or only moderate-income units .
 - b. Per N.J.A.C. 5:97-6.8(c)1, at the time of initial occupancy of the unit and for at least ten years thereafter, the accessory apartment shall be rented only to income eligible households consistent with the income category and rent structure of the unit.
 - c. Rents of accessory apartments shall be established using the same methodology of affordable rental units discussed herein.
 - d. There shall be a recorded deed or declaration of covenants and restrictions applied to the property upon which the accessory apartment is located running with the land and limiting its subsequent rental for the duration of the control period.
 - e. The municipal accessory apartment program shall not restrict the number of bedrooms in any accessory apartment.
 - f. Per N.J.A.C. 5:97-6.8(b)2, the municipality shall provide a minimum of \$25,000 per unit to subsidize the creation of each low-income accessory apartment or \$20,000 per unit to subsidize the creation of each moderate-income accessory apartment. Subsidy may be used to fund actual construction costs and/or to provide compensation for reduced rental rates.
4. Assisted Living Residence (per N.J.A.C. 5:97-6.11).
- a. An assisted living residence is a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to assure that assisted living services are available. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households.
 - b. The unit of credit shall be the apartment. However, a two-bedroom apartment shall be eligible for two units of credit if it is restricted to two unrelated individuals.
 - c. A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.
 - d. Assisted living units are considered age-restricted housing in a HEFSP and shall be included with the maximum number of units that may be age-restricted.
 - e. Low- and moderate-income residents cannot be charged any upfront fees.
 - f. The units shall comply with UHAC with the following exceptions:
 - i. Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;

- ii. The deed restriction may be on the facility, rather than individual apartments or rooms;
- iii. Low/moderate income split and affordability average (N.J.A.C. 5:80-26.4); only if all of the affordable units are affordable to households at a maximum of 60 percent of median income; and
- g. Tenant income eligibility (N.J.A.C. 5:80-26.14); up to 80 percent of an applicant's gross income may be used for rent, food and services based on occupancy type and the affordable unit must receive the same basic services as required by the Agency's underwriting guidelines and financing policies. The cost of non-housing related services shall not exceed one and two-thirds times the rent established for each unit.

5. Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).

- a. The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:
 - i. The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.
 - ii. Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.
 - iii. Occupancy shall not be restricted to youth under 18 years of age.
 - iv. In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of those restricted units.
 - v. The bedrooms and/or units shall comply with UHAC with the following exceptions:
 - a) Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing and supportive shared living housing shall be affirmatively marketed to broadest possible population of qualified individuals with special needs in accordance with a plan approved by the sponsoring program;
 - b) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).
 - vi. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance with the Act. In the event that a supportive housing provider is unable to record

or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.

- vii. Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.
- viii. The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:
 - a) An Affirmative Marketing Plan in accordance with D1 above; and
 - b) If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.
- ix. The sponsor/owner shall complete annual monitoring as directed by the MHL.

F. Regional Income Limits.

1. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.
2. Regional income limits are based on regional median income, which is established by a regional weighted average of the "median family incomes" published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.
3. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

G. Maximum Initial Rents And Sales Prices.

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.
2. The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.
3. The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more

than 60% of regional median income. The maximum rent may be increased to no more than 70 percent of regional median income for moderate-income units within affordable developments where very-low-income units compose at least 13 percent of the restricted units; however, the number of units with rent affordable to households earning 70 percent of regional median income may not exceed the number of very-low-income units in excess of 13 percent (rounded up) of the restricted units.

4. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income. These very low-income units shall be part of the low-income requirement and very-low-income units should be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count.
5. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70% of median income, and each affordable housing development must achieve an affordability average that does not exceed 55% for all restricted ownership units. In achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type when the number of low- and moderate-income units permits.
6. The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.
7. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted family units, the following standards shall be met:
 - i. A studio or efficiency unit shall be affordable to a one-person household;
 - ii. A one-bedroom unit shall be affordable to a one and one-half person household;
 - iii. A two-bedroom unit shall be affordable to a three-person household;

- iv. A three-bedroom unit shall be affordable to a four and one-half person household; and
 - v. A four-bedroom unit shall be affordable to a six-person household.
8. In determining the initial rents and sales prices for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted and special needs and supportive housing developments, the following standards shall be met:
 - a. A studio or efficiency unit shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half person household; and
 - c. A two-bedroom unit shall be affordable to a two-person household or to two one-person households. Where pricing is based on two one-person households, the developer shall provide a list of units so priced to the Municipal Housing Liaison and the Administrative Agent.
 9. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the FreddieMac 30-Year Fixed Rate-Mortgage rate of interest), property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30 percent of the eligible monthly income of the appropriate size household as determined pursuant to N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.
 10. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented. The initial rent for a restricted rental unit shall be calculated so the eligible monthly housing expenses/income, including an allowance for tenant-paid utilities does not exceed 30 percent of gross income of and the appropriate household size as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented.
 11. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following proper notice provided to the occupant household pursuant to N.J.S.A. 2A:18-61.1.f, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally

adjusted." Rent increases for units constructed pursuant to Low-Income Housing Tax Credit regulations shall be indexed pursuant to the regulations governing Low-Income Housing Tax Credits.

H. Affirmative Marketing.

1. The municipality shall adopt, by resolution, an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.
2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 4 and is required to be followed throughout the period of deed restriction.
3. The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences.
 - a. Where the municipality has entered into an agreement with a developer or residential development owner to provide a preference for very-low-, low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.
 - b. There shall be a regional preference for all households that live and/or work in Housing Region 4 comprising Mercer, Monmouth, and Ocean Counties.
 - c. Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.
 - d. With respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing demolition, a preference for the very-low-, low-, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.
4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Process, including the marketing of initial sales and rentals and

resales and re-rentals. The Administrative Agent designated by the municipality shall implement the Affirmative Marketing Process to ensure the Affirmative Marketing of all affordable units, with the exception of affordable programs that are exempt from Affirmative Marketing as noted herein.

5. The Affirmative Marketing Process shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Process, the Administrative Agent shall consider the use of language translations where appropriate.
6. Applications for affordable housing or notices thereof, if offered online, shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and municipal library in the municipality in which the units are located; and the developer's rental or sales office. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address.
7. In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph.
8. In implementing the Affirmative Marketing Process, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
9. The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
10. The cost to affirmatively market the affordable units shall be the responsibility of the developer, sponsor or owner, with the exception of Affirmative Marketing for resales.

I. Selection of Occupants of Affordable Housing Units.

- i. The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.
- ii. A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.

J. Occupancy Standards.

1. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - a. Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;

- b. Provide a bedroom for every two adult occupants;
- c. With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
- d. Avoid placing a one-person household into a unit with more than one bedroom.

K. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80- 26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.
2. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).
3. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.
4. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.
5. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
 - a. If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
 - b. If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
6. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.

7. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
8. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
9. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

L. Price Restrictions for Restricted Ownership Units and Resale Prices.

1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
 - a. The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
 - b. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C 5:80-26.7.
 - i. If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.
 - ii. If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3
 - c. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:
 - i. those that render the unit suitable for a larger household or the addition of a bathroom.

- ii. The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);
 - d. No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.
2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

M. Buyer Income Eligibility.

1. Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that very low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 30% of median income, low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for occupancy by households with a gross household income less than 80% of median income.
2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and

only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;
 - b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or
 - c. The household is currently in substandard or overcrowded living conditions;

- d. The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

N. Limitations on Indebtedness Secured by Ownership Unit; Subordination.

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
2. With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.7(c).

O. Control Periods for Restricted Rental Units.

1. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432 and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.
2. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.
3. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.
4. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years.
5. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
6. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be recorded by the developer with the county records office, and provided

as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.

7. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - a. Sublease or assignment of the lease of the unit;
 - b. Sale or other voluntary transfer of the ownership of the unit;
 - c. The entry and enforcement of any judgment of foreclosure on the property containing the unit; or
 - d. The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

P. Rent Restrictions for Rental Units; Leases and Fees.

1. The initial rent for a restricted rental unit shall be set by the Administrative Agent.
2. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.
3. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
 - a. Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
4. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
5. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.

6. Pet fees may not exceed \$30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
7. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
8. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

Q. Tenant Income Eligibility.

1. Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:
 - a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median income by household size.
 - b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median income by household size.
 - c. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income by household size.
2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - c. The household is currently in substandard or overcrowded living conditions;
 - d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

- e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
3. The applicant shall file documentation sufficient to establish the existence of any of the circumstances in 2.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

R. Municipal Housing Liaison.

1. The Municipal Housing Liaison shall be approved by municipal resolution.
2. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in N.J.A.C. 5:99-1 et seq.
3. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program, including the following responsibilities, which may not be contracted out to the Administrative Agent:
 - a. Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.
 - b. The oversight of the Affirmative Marketing Plan and affordability controls.
 - c. When applicable, overseeing and monitoring any contracting Administrative Agent.
 - d. Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
 - e. Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
 - f. Coordinating meetings with affordable housing providers and administrative agents, as needed.
 - g. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
 - h. Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.
 - i. Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.

- j. Listing on the municipal website contact information for the MHL and Administrative Agents.

S. Administrative Agent.

1. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.
2. The fees for administrative agents shall be paid as follows:
 - a. Administrative agent fees related to rental units shall be paid by the developer/owner.
 - b. Administrative agent fees related to initial sale of units shall be paid by the developer.
 - c. Administrative agent fees related to resales shall be paid by the seller of the affordable home.
 - d. Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.
3. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.
4. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7 and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:
 - a. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
 - b. Affirmative marketing:
 - i. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.
 - ii. Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.
 - c. Household certification.

- i. Soliciting, scheduling, conducting and following up on interviews with interested households.
 - ii. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - iii. Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
 - iv. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.
 - v. Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.
 - vi. Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
- d. Affordability controls.
 - i. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.
 - ii. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.
 - iii. Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.
 - iv. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
- e. Records retention.
 - i. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.
 - ii. Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a

municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.

f. Resales and re-rentals.

- i. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.
- ii. Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability of restricted units for resale or re-rental.

g. Processing requests from unit owners.

- i. Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.
- ii. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.
- iii. Notifying the municipality of an owner's intent to sell a restricted unit.
- iv. Making determinations on requests by owners of restricted units for hardship waivers.

h. Enforcement.

- i. Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- ii. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

- iii. Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;
 - iv. Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and
 - v. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.
- i. The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.

T. Responsibilities of the Owner of a development containing affordable units.

1. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:
 - a. Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.
 - b. The total number of units in the project and the number of affordable units.
 - c. The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.
 - d. Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.
 - e. A projected construction schedule.
 - f. The location of any common areas and elevators.
 - g. The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.

2. In addition to A above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:
 - a. Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.
 - b. Provide to the administrative agent a description of any applicable fees.
 - c. Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.
 - d. Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.
 - e. Provide to the administrative agent a proposed form of lease for any rental units.
 - f. Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive than the tenant selection criteria for applicants for non-restricted units.
 - g. Strive to maintain the continued occupancy of the affordable units during the entire restricted period.
3. In addition to A, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:
 - a. Proposed pricing for all units, including any purchaser options and add-on items.
 - b. Condominium or homeowner association fees and any other applicable fees.
 - c. Estimated real property taxes.
 - d. Sewer, water, trash disposal, and any other utility assessments.
 - e. Flood insurance requirement, if applicable.
 - f. The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

U. Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall

have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

2. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
 - i. A fine of not more than \$1,250.00 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
 - ii. In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - iii. In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
3. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be \$5,000, the fine for the second offense of noncompliance shall be \$10,000, and the fine for each subsequent offense of noncompliance shall be \$15,000.
4. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default

of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit.

- a. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- b. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus shall be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.
- c. Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- d. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the affordable unit by satisfying the first purchase money mortgage

and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.

- e. Failure of the low- or moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.
 - f. The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.
5. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.
6. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located.

Any loan issued in violation of this subsection is void as against public policy.

7. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.

8. Appeals

- a. Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

V. Development Fees.

1. Purpose

- a. This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

2. Basic Requirements

- a. The municipality previously adopted a development fee ordinance, which established the Municipal Affordable Housing Trust Fund.
 - b. The municipality shall not spend development fees until the court has approved a plan for spending such fees.

3. Residential Development Fees

- a. Imposed fees
 - i. Residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

- ii. When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a “bonus” development fee of 6.0% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage of 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

b. Eligible exactions, ineligible exactions and exemptions for residential development

- i. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2, shall be exempt from development fees.
- ii. Developments that have received preliminary or final site plan approval prior to the adoption of this ordinance and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.
- iii. Development fees shall be imposed and collected when an existing structure undergoes a change to a more

intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

- iv. No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire or natural disaster.
- v. Developers of inclusionary developments, low-and moderate-income dwelling units, and in accordance with N.J.S.A. 40:55D-8 any charitable, philanthropic, fraternal, or religious organization holding tax exempt status under the Federal Internal Revenue Code of 1954 shall be exempt from paying a development fee.

4. Non-Residential Development Fees

a. Imposition of fees

- i. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
- ii. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
- iii. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

b. Eligible exactions, ineligible exactions and exemptions for non-residential development

- i. The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5% development fee, unless otherwise exempted below.

- ii. The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- c. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.
- d. A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
- e. If a property that was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the municipality as a lien against the real property of the owner.

5. Collection Procedures

- a. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
- b. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption," to be completed by the developer as per the instructions provided in the Form N-RDF. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided on Form N-RDF. The tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- c. The construction official responsible for the issuance of a building permit shall notify the tax assessor of the issuance of the first construction permit for a development that is subject to a development fee.

- d. Within 90 days of receipt of that notice, the tax assessor shall provide an estimate, based on the plans filed, of the equalized assessed value of the development.
- e. The construction official responsible for the issuance of a final certificate of occupancy shall notify the tax assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.
- f. Within 10 business days of a request for the scheduling of a final inspection, the tax assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- g. Should the municipality fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of section 37 of P.L.2008, c.46 (N.J.S.A. 40:55D-8.6).
- h. Fifty percent (50%) of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the construction permit and that determined at the time of issuance of certificate of occupancy.

6. Appeal of development fees

- a. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
- b. A developer may challenge non-residential development fees imposed by filing a challenge with the director of the Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such

determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. Affordable Housing Trust Fund

- a. A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the chief financial officer of the municipality for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
- b. The following additional funds shall be deposited in the Municipal Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - i. Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2;
 - ii. Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
 - iii. Rental income from municipally operated units;
 - iv. Repayments from affordable housing program loans;
 - v. Recapture funds;
 - vi. Proceeds from the sale of affordable units; and
 - vii. Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.
- c. The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.
- d. Occurrence of any of the following deficiencies may result in the Division requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund:
 - i. Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;
 - ii. Failure to commit or expend development fees within four years of the date of collection in accordance with N.J.A.C. 5:99-5.5;

- iii. Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;
 - iv. Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;
 - v. Expenditure of funds on activities not approved by the Superior Court or otherwise permitted by law;
 - vi. Revocation of compliance certification or a judgment of compliance and repose;
 - vii. Failure of a municipal housing liaison or administrative agent to comply with the requirements set forth at N.J.A.C. 5:99-6, 7, and 8;
 - viii. Other good cause demonstrating that municipal affordable housing funds are not being used for an approved purpose.
- e. All interest accrued in the housing trust fund shall only be used on eligible affordable housing purposes approved by the Court.

8. Use of Funds

- a. The expenditure of all funds shall conform to a Spending Plan approved by Superior Court. Funds deposited in the municipal Affordable Housing Trust Fund may be used for any activity approved by the Court to address the fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market-to-affordable program; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost-saving and in accordance with accepted national or state standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by Superior Court and specified in the approved Spending Plan.
- b. Funds shall not be expended to reimburse the municipality or activities that occurred prior to the authorization of a municipality to collect development fees.
- c. At least a portion of all development fees collected and interest earned shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units

included in the municipal Fair Share Plan. A portion of the development fees which provide affordability assistance shall be used to provide affordability assistance to very low-income households.

- i. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, infrastructure assistance, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.
 - ii. Affordability assistance for very low income households may include producing very low-income units or buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.
- d. No more than 20% of all affordable housing trust funds, exclusive of those collected to fund an RCA prior to July 17, 2008, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare and implement a Housing Element and Fair Share Plan, administer an Affirmative Marketing Program and for compliance with the Superior Court and the Program including the costs to the municipality of resolving a challenge.

9. Monitoring

- a. On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of

revenues and implementation of the Spending Plan approved by the Court.

10. Ongoing Collection of Fees

- a. The ability to impose, collect and expend development fees shall continue so long as the municipality retains authorization from the Court in the form of Compliance Certification or the good faith effort to obtain it.
- b. If the municipality fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to section 20 of P.L.1985, c.222 (C. 52:27D-320).

11. Emergent Affordable Housing Opportunities. Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan shall be made to the Division and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.

§55-351 Reserved

§55-352 Reserved

§55-353 Reserved

§55-354 Reserved

§55-355 Reserved

§55-356 Reserved

§55-357 Reserved

§55-358 Reserved

§55-359 Reserved

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 3rd day of February, **2026**, and will be considered for second and final passage at a meeting of the Township Committee to be held on the 3rd day of March, **2026**, at 6:30 PM. at the Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.

DONNA M. MANNO, RMC
Municipal Clerk

DASTI & STAIGER

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Lauren R. Staiger

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File No.: GL-3773

January 29, 2026

Via Email

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

RE: Ordinance Repealing and Replacing Chapter 55-350 through 55-359 of the
Township Code Entitled "Affordable Housing Requirements"

Dear Donna:

Attached is the affordable housing ordinance which can be placed on the agenda for the February Township Committee meeting.

The ordinance has to be adopted on second reading by March 15, 2026 (so at the March meeting). After it is introduced next week, please send it to the Planning Board for the Planning Board to review and approve it before second reading.

Also, please send it to the Pinelands Commission for their review and copy me so that they know this is an affordable housing ordinance that needs to be reviewed and approved prior to March 15, 2026.

If you want help with that, let me know.

Very truly yours,

s/Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD:ll

Enclosure

cc: Mayor Pasquale "Pat" Pipi-via email
Martin Lisella, Township Administrator-via email
Christopher Dochney, Affordable Housing Planner-via email
Jason Worth, P.E.-via email
Kurt J. Otto, P.E., Township Engineer-via email
Stacey Cole, Planning Board Secretary-via email

RESOLUTION 2026-73

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 116.10	Lot 3;	51 Hickory Circle
Block 142.06	Lot 4;	8 Melissa Drive
Block 114.47	Lot 8;	121 Georgetown Blvd
Block 114.14	Lot 25;	28 Schooner Avenue
Block 114.01	Lot 29;	65 Barnegat Blvd
Block 114.21	Lot 15;	10 Mast Drive
Block 115.11	Lot 44;	87 Robin Lane

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their regular scheduled meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat New Jersey on February 3, 2026.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2026-74

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

WHEREAS, 201 Route 539 LLC are the property owners of 201 Route 539, Block 46 Lot 14. They have filed an appeal against their assessment, and was successful at the appeal process, which granted a reduction of assessment for 2024 and 2025 and therefore there is a credit in the amount of \$9,856.85 for 2024 and \$13,574.44 for 2025 totaling \$23,431.29

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

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

THEREFORE BE IT RESOLVED, by the Township Committee that the credit in the amount of \$23,431.29 for 2024 & 2025 to be refunded to the following, and the Tax Collector to adjust her records:

Spiotti & Associates
612 Godwin Ave
Midland Park NJ 07432

CERTIFICATION

I, Donna M Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on February 3, 2026

Donna M Manno, RMC
Municipal Clerk

RESOLUTION 2026-75

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE PURCHASE OF TWO (2) 2024 FORD F250 AND ONE (1) 2023 FORD F250 VEHICLES FROM GENTILINI MOTORS ON AN EMERGENCY BASIS TO REPLENISH PUBLIC WORKS DEPARTMENT VEHICLE FLEET

WHEREAS, an emergency purchase is required to replenish Public Works fleet due to insufficient vehicles that meet the demands of the Township's growth and to reduce the strain on Emergency vehicle resources; and

WHEREAS, the department of Public Works has been working with vehicles that are older and can no longer meet the demands of the Township, especially in an emergency capacity; and

WHEREAS, the Township of Barnegat Committee and Chief Financial Officer are authorizing the purchase of two (2) 2024 Ford F250 and one (1) 2023 F250 Trucks from Gentilini Motors, 555 John S. Penn Blvd, Woodbine, NJ 02870 for an amount not to exceed \$138,000.00

WHEREAS, pursuant to N.J.S.A.40A:11-6 a contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefor, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; and

BE IT RESOLVED that the funds, in an amount not to exceed \$138,000.00, are hereby appropriated in the following line item appropriation(s), and is hereby certified by the Certified Municipal Finance Officer as of the adoption of this resolution.

Gentilini Motors
555 John S. Penn Blvd
Woodbine, NJ 08270

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

Line Item: **6-01-44-860-154**

Thomas Lombarski, CFO

NOW, THEREFORE, BE IT RESOLVED, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey does hereby authorize payment in an amount not to exceed \$138,000.00 for emergency purchase of two (2) 2024 Ford F250 and one (1) 2023 Ford F250 Trucks to Gentilini Motors

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat New Jersey on February 3, 2026.

Donna M. Manno, RMC
Municipal Clerk



DELIVERY RECEIPT BILL OF LADING

By signing below I agree that our agency received the goods and services listed on the purchase order per contract on 01/27/2026 All paperwork has been received in order to make payment within 30 days of my signature including an **Original signed purchase order and Invoice**. I agree to the payment terms and agree to forward this delivery receipt to our purchasing agent within 24 hours. ANY PAYMENTS NOT RECEIVED WITHIN 30 DAYS WILL VOID YOUR EXTENDED WARRANTY OFFERED BY MUNICIPAL EQUIPMENT PARTNERED WITH GENTILINI MOTORS.

Purchase Order Number

26-00286

Total Amount Due PO

96,576.93

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN</u>	<u>MILEAGE</u>
2024	Ford	F250	1FTBF2BA4REC77926	30
2024	Ford	F250	1FTBF2BA4REC77274	30

PAYMENT TERMS: **N/30- Payment must be received within 30 days of accepted delivery**
Any vehicles leased or financed are on COD Terms

NET 30

- ☒ **I have received a copy of my sales agreement for complete terms and conditions**
- ☒ **Vehicle has been inspected and approved by department.**
- ☒ **I have received an Invoice and Signed PO (ATTACHED)**


Scott docherty (Jan 27, 2026 17:57:13 EST)

Scott docherty

Foreman

01/27/2026

Purchasing Contact I am Forwarding for Payment

Name: Stephanie marlin

Phone: (609)698-0080 ext 164

Email: Smarlin@barnegat.net

Municipal Equipment
2703 Fire RD
Egg Harbor Twp. NJ 08234
609-484-0555

Gentilini Chevrolet & Ford
500 John S Penn Blvd
Woodbine NJ 08270
orders@upfitme.com



TOWNSHIP OF BARNEGAT

900 WEST BAY AVENUE
BARNEGAT, NEW JERSEY 08005
FINANCE DEPT. TEL (609) 698-0080 EXT. 162 or 164

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

No. 26-00286

Pg 1

SHIP TO

BARNEGAT TOWNSHIP
PUBLIC WORKS DEPT.
900 WEST BAY AVENUE
BARNEGAT, NJ 08005

VENDOR

VENDOR #: PW003

GENTILINI FORD INC.
555 JOHN S. PENN BLVD.
WOODBINE, NJ 08270

ORDER DATE: 01/27/26
REQUISITION NO:
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

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

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	F-250 Trucks Emerg purchase of 2 vehicles during a snow storm	6-01-44-860-154	96,576.9300	96,576.93
			TOTAL	96,576.93

DO NOT ACCEPT THIS ORDER UNLESS SIGNED BELOW

I hereby certify the funds are
available and encumbered.

Finance Officer

DATE

VENDOR CERTIFICATION

I do solemnly declare and certify under the penalties of the 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 within 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.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

PLEASE READ VENDOR INSTRUCTIONS ON REVERSE SIDE

RECEIVER'S CERTIFICATE

Signature

Title

VOUCHER COPY - PLEASE SIGN AT X AND RETURN WITH INVOICE FOR PAYMENT TO THE SHIP TO DEPT.

**GENTILINI FORD INC.
555 JOHN S PENN BLVD
WOODBINE NJ 08270
609-861-0100**

SOLD TO BARNEGAT TWP

ADDRESS 900 W BAY AVE
BARNEGAT NJ 08005-1298

DEAL# 102272
CUST# 78027

[illegible]

CATALOG # 8984209

117070*1*GMOTOR-FI © 2023 CDK Global, LLC (11/23)

AS
Scott Docherty (Jan 27, 2026 17:57:13 EST)

LIENHOLDER:

DESCRIPTION OF TRADE VEHICLE #1

YEAR	MAKE	BODY COLOR	MODEL
N/A	N/A	N/A	N/A
VIN	MILEAGE		N/A
N/A			

DESCRIPTION OF TRADE VEHICLE #2

YEAR	MAKE	BODY COLOR	MODEL
N/A	N/A	N/A	N/A
VIN	N/A		MILEAGE
			N/A



CATALOG # 8984209

117070*1*GMOTOR-FI © 2023 CDK Global, LLC (11/23)


**GENTILINI FORD INC.
555 JOHN S PENN BLVD
WOODBINE NJ 08270
609-861-0100**

SOLD TO BARNEGAT TWP

ADDRESS 900 W BAY AVE
BARNEGAT NJ 08005-1298

DEAL# 102271
CUST# 78027

DEAL# 102271
CUST# 78027

YEAR	MAKE	MODEL	NEW OR USED	VIN
2024	FORD	F-250	NEW	1FTBF2BAXREC77926
SALESMAN LEONARD L POLISTINA				
GROUP			DESCRIPTION	PRICE
			N/A	N/A
OPTIONAL EQUIPMENT AND ACCESSORIES				
<div> <div>LIENHOLDER :</div> <div>  Scott Docherty (Jan 27, 2026 17:57:13 EST) </div> </div>				
DESCRIPTION OF TRADE VEHICLE #1				
YEAR	MAKE	BODY COLOR	MODEL	
N/A	N/A	N/A	N/A	
VIN N/A			MILEAGE	N/A
DESCRIPTION OF TRADE VEHICLE #2				
YEAR	MAKE	BODY COLOR	MODEL	
N/A	N/A	N/A	N/A	
VIN N/A			MILEAGE	N/A

LIENHOLDER:

AS
Scott Docherty (Jan 27, 2026 17:57:13 EST)

[illegible]

CATALOG # 8984209

117070*1*GMOTOR-FI © 2023 CDK Global, LLC (11/23)

Quote 1440

Barnegat Township Public Works
Buyer: ||
Date: 2026-01-29



From	Gentilini Motors 500-555 John S Penn Blvd Woodbine, NJ 08270	Bill To	Barnegat Township Public Works 900 West Bay Ave Barnegat, NJ 08005 UNITED STATES	Ship To	Barnegat Township Public Works 900 West Bay Ave Barnegat, NJ 08005 UNITED STATES
Order Type	Scheduled	FOB/Incoterms	S - Shipment	Terms	NET30
P.O. #		Order Ref #		VIN #	
Contract Ref #					

#	Part #	Ship Date	MSRP	Qty	Unit Price	Ext. Price
1	F250	2026-01-29	42414.00	1 EACH	\$42,414.00	\$42,414.00
	Description: CAR V 23 F-F250-REG-4WD F2B 600A Z1 WHITE					
2	Z1-F2B-19-C	2026-01-29		1 EACH	\$0.00	\$0.00
	Description: Oxford White					
	Tech Description: Oxford White					
3	F2B-TMB-CRN24	2026-01-29	519	1 EACH	\$519.00	\$519.00
	Description: TBM LT245 BSW AT 17					
4	F2B-473-CRN24	2026-01-29	690	1 EACH	\$690.00	\$690.00
	Description: 473 SNOW PLOW PREP					
5	F2B-66L-CRN24	2026-01-29	290	1 EACH	\$290.00	\$290.00
	Description: 66L LED BOX LIGHT					
6	F2B-18B-CRN24	2026-01-29	1140	1 EACH	\$1,140.00	\$1,140.00
	Description: Platform Running Boards 18L					
7	F2B-85S-CRAN24	2026-01-29	940	1 EACH	\$893.00	\$893.00
	Description: Tough Bed Spray-In Bedliner					
	Tech Description: Tough Bed Spray-In Bedliner					
8	F2B-43C-CRN25	2026-01-29	199	1 EACH	\$199.00	\$199.00
	Description: 120V/400W Outlet 43C OPTION 10					
9	F2B-BED-HOOKS	2026-01-29		1 EACH	\$0.00	\$0.00
	Description: Bed Hooks Black479					
10	F2B-TAILGATE-LOCK-CRAN24	2026-01-29	479	2 EACH	\$479.00	\$958.00
	Description: Tailgate Lock					
11	F2B-76C-CRAN24	2026-01-29	370	1 EACH	\$351.50	\$351.50
	Description: Exterior Backup Alarm (Pre-Installed) -inc: Custom accessory					
	Tech Description: Exterior Backup Alarm (Pre-Installed) -inc: Custom accessory					
12	PREP-KIT-23	2026-01-29		1 EACH	\$0.00	\$0.00
	Description: 9C1-PREP-KIT					
13	RZB-CK10706-23	2026-01-29	850	1 EACH	\$773.50	\$773.50
	Description: Color Keyed with lettering / Vinyl (dealer-installed) Door					
	Tech Description: Color Keyed with lettering / Vinyl (dealer-installed) Door entry guard installed on each scuff plate (4 doors). Reflective grade vinyl is visible when doors are open.					
14	96V-F2B-19	2026-01-29	1000	1 EACH	\$0.00	\$0.00

#	Part #	Ship Date	MSRP	Qty	Unit Price	Ext. Price
Description: **REQUIRES 585** XL Value Package -inc: Chrome Rear Step Bu						
Tech Description: **REQUIRES 585** XL Value Package -inc: Chrome Rear Step Bumper, Chrome Front Bumper, 4.2" Center-Stack Screen, Radio: AM/FM Stereo/MP3, 4 speakers, SYNC Communications						
15	ADD-BILL	2026-01-29		1 EACH	\$-7,228.00	\$-7,228.00
Description: Special discount or additional billing for customer requested parts or service:						
Tech Description: Special discount or additional billing for customer requested parts or service: Custom price field						
Freight:						\$0.00
Tax:						\$0.00
Total:						\$41,000.00

Thank you for the opportunity!!!

Municipal Equipment has all equipment for Government vehicles. Any COD payment will receive 2% discount up to \$100 off.

Excludes payments made by credit card.

Return to: orders@upfitme.com
or
Fax: 856-649-0395

Be sure we send you an order confirmation.

RESOLUTION 2026-76

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPROVING 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 October 24, 2025 approving 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 approved 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 3rd day of February 2026.

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

October 24, 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 been repaired in accordance with Township requirements. Therefore, this office has no objection to the road opening bond (check #137) being released 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 "KJ 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 2026-77

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

WHEREAS, The Barnegat Township Land Use Code Book states,

55-80.3. Deposit of Escrow with Banking Institutions

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

THEREFORE BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Chief Finance Officer is hereby authorized to retain the **2025** accrued interest to the following accounts:

7200037515	MMROADR1IN	MARK MADISON ROAD REVIEW PH 1-8	\$	54.38
7200037532	MMROADR2IN	MARK MADISON ROAD REVIEW PH 9-15	\$	43.18
7200037523	MMWSREV1IN	MARK MADISON WATER/SEWER REVIEW PH 1-8	\$	28.24
7200037531	MMWSREV2IN	MARK MADISON WATER/SEWER REVIEW PH 9-15	\$	23.85
7762457542	OADRHORTIN	D.R. HORTON - OCEAN ACRES SITE INSPECTIONS	\$	46.66
7200037410	PB00-08INT	LIGHTHOUSE DEVELOPMENT CO - FAULKNER	\$	35.35
7764550503	PB01-11IN3	D.R. HORTON - SEA CREST PINES - SECTION 3	\$	53.30
7764550511	PB01-11IN4	D.R. HORTON - SEA CREST PINES - SECTION 4	\$	46.63
7200037403	PB03-07INT	OC PARTNERS, LLC - INDEPENDENCE PLACE	\$	31.08
7200037421	PB03-25INT	BRIAN MATYAS - PRECISION FENCE	\$	40.53
7760211245	PB07-20CBD	D&F BARNEGAT DEVELOPERS - CVS PHARMACY	\$	35.24
7764550305	PB08-22INT	FRANKLIN BARNEGAT DEVELOPERS LLC	\$	36.97
7765591390	PB08-22PDI	LIGHTHOUSE DRIVE HOLDINGS, LLC - PAD D	\$	11.57
7766380817	PB10-04DRI	D.R. HORTON - PENNSYLVANIA AVENUE	\$	23.90
7762457591	PB17-04INT	D.R. HORTON - OCEAN ACRES MODEL HOME	\$	35.73
7765591473	PB19-05INT	D.R. HORTON - BURR ST. MINOR SUBDIVISION	\$	38.16
7765591316	PB22-01INT	CARDINALE AND BARNEGAT CROSSING III	\$	35.96
7766380932	PB23-02INT	1490 WEST BAY PROPERTIES, LLC	\$	13.72
7766380370	PB23-04INT	WALTERS MINOR SUBDIVISION - OUTSAIL	\$	1.30
7766380388	PB23-05INT	WALTERS MINOR SUBDIVISION - OUTSAIL	\$	2.63

7766380825	PB23-12INT	DEL CORP HOLDINGS, LLC	\$	23.51
7766380510	PB23-14INT	NJ INSTITUTE FOR DISABILITIES	\$	15.74
7766380734	PB24-11INT	M & T - 547 MAIN STREET (Wawa)	\$	40.15
7766380833	PB25-02INT	OCEAN STATE JOB LOT OF NJ 2025, LLC	\$	10.93
7766380859	PB25-03INT	SHNITZLE BUILDERS, LLC	\$	9.93
7766380875	PB25-06INT	SP BARNEGAT, LLC	\$	23.99
7765591093	ZB21-02INT	SULLIVAN ASSOCIATES, LLC	\$	56.89
7765591308	ZB22-02INT	BARNEGAT TERRACE, LLC	\$	7.82
7765591358	ZB22-03INT	282 ROUTE 72 HOLDING, LLC	\$	30.13
7766380768	ZB23-02INT	PSC BARNEGAT LLC	\$	33.32
7766380809	ZB25-03INT	BARNEGAT TERRACE, LLC (FROM ZB22-02INT)	\$	20.28
7766380809	ZB25-03INT	BARNEGAT TERRACE, LLC	\$	20.43
TOTAL:				\$ 931.50

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 3rd day of February, 2026, in the Municipal Court Room, 900 West Bay Avenue, Barnegat, New Jersey.

Donna M. Manno, RMC
Municipal Clerk

Range: MMROADR1IN to MMROADR1IN
Transaction Date: 01/01/25 to 12/31/26 Project Status: Both Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
MMROADR1IN	INTEREST ROAD REVIEW PHASE 1-8 MARK3	MARK MADISON LLC	INT		0.00	
01/31/25	Developer Interest	Reference 1411 11	JANUARY 2025 INTEREST	5.87	5.87	CMT
02/28/25	Developer Interest	Reference 1413 8	FEBRUARY 2025 INTEREST	5.87	11.74	CMT
03/31/25	Developer Interest	Reference 1416 11	MARCH 2025 INTEREST	4.99	16.73	CMT
04/30/25	Developer Interest	Reference 1418 11	APRIL 2025 INTEREST	5.42	22.15	CMT
05/31/25	Developer Interest	Reference 1421 10	MAY 2025 INTEREST	5.25	27.40	CMT
06/30/25	Developer Interest	Reference 1422 10	JUNE 2025 INTEREST	4.81	32.21	CMT
07/31/25	Developer Interest	Reference 1427 9	JULY 2025 INTEREST	4.37	36.58	CMT
08/31/25	Developer Interest	Reference 1428 10	AUGUST 2025 INTEREST	4.51	41.09	CMT
09/30/25	Developer Interest	Reference 1430 10	SEPTEMBER 2025 INTEREST	4.35	45.44	CMT
10/31/25	Developer Interest	Reference 1433 8	OCTOBER 2025 INTEREST	3.59	49.03	CMT
11/30/25	Developer Interest	Reference 1436 9	NOVEMBER 2025 INTEREST	3.07	52.10	CMT
12/31/25	Developer Interest	Reference 1438 9	DECEMBER 2025 INTEREST	2.28	54.38	CMT

Range: MMROADR2IN to MMROADR2IN
Transaction Date: 01/01/25 to 12/31/26 Project Status: Both Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
MMROADR2IN	INTEREST ROAD REVIEW PH 9-15 MARK8	MARK MADISON	INT		0.00	
01/31/25	Developer Interest	Reference 1411 14	JANUARY 2025 INTEREST	6.58	6.58	CMT
02/28/25	Developer Interest	Reference 1413 11	FEBRUARY 2025 INTEREST	6.15	12.73	CMT
03/31/25	Developer Interest	Reference 1416 14	MARCH 2025 INTEREST	3.99	16.72	CMT
04/30/25	Developer Interest	Reference 1418 14	APRIL 2025 INTEREST	4.01	20.73	CMT
05/31/25	Developer Interest	Reference 1421 13	MAY 2025 INTEREST	3.89	24.62	CMT
06/30/25	Developer Interest	Reference 1422 13	JUNE 2025 INTEREST	3.77	28.39	CMT
07/31/25	Developer Interest	Reference 1427 12	JULY 2025 INTEREST	3.31	31.70	CMT
08/31/25	Developer Interest	Reference 1428 13	AUGUST 2025 INTEREST	3.39	35.09	CMT
09/30/25	Developer Interest	Reference 1430 13	SEPTEMBER 2025 INTEREST	2.29	37.38	CMT
10/31/25	Developer Interest	Reference 1433 11	OCTOBER 2025 INTEREST	1.56	38.94	CMT
11/30/25	Developer Interest	Reference 1436 12	NOVEMBER 2025 INTEREST	2.45	41.39	CMT
12/31/25	Developer Interest	Reference 1438 12	DECEMBER 2025 INTEREST	1.79	43.18	CMT

Range: MMWSREV1IN to MMWSREV1IN
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
MMWSREV1IN	INTEREST W/S REVIEW PH 1-8	MARKM6 MARK MADISON LLC	INT		0.00	
01/31/25	Developer Interest	Reference 1411 12	JANUARY 2025 INTEREST	3.29	3.29	CMT
02/28/25	Developer Interest	Reference 1413 9	FEBRUARY 2025 INTEREST	3.29	6.58	CMT
03/31/25	Developer Interest	Reference 1416 12	MARCH 2025 INTEREST	2.81	9.39	CMT
04/30/25	Developer Interest	Reference 1418 12	APRIL 2025 INTEREST	3.07	12.46	CMT
05/31/25	Developer Interest	Reference 1421 11	MAY 2025 INTEREST	2.97	15.43	CMT
06/30/25	Developer Interest	Reference 1422 11	JUNE 2025 INTEREST	2.40	17.83	CMT
07/31/25	Developer Interest	Reference 1427 10	JULY 2025 INTEREST	2.01	19.84	CMT
08/31/25	Developer Interest	Reference 1428 11	AUGUST 2025 INTEREST	2.07	21.91	CMT
09/30/25	Developer Interest	Reference 1430 11	SEPTEMBER 2025 INTEREST	2.01	23.92	CMT
10/31/25	Developer Interest	Reference 1433 9	OCTOBER 2025 INTEREST	1.68	25.60	CMT
11/30/25	Developer Interest	Reference 1436 10	NOVEMBER 2025 INTEREST	1.45	27.05	CMT
12/31/25	Developer Interest	Reference 1438 10	DECEMBER 2025 INTEREST	1.19	28.24	CMT

Range: MMWSREV2IN to MMWSREV2IN
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
MMWSREV2IN	INTEREST W/S REVIEW PH 9-15	MARK10 MARK MADISON	INT		58.45	
01/31/25	Developer Interest	Reference 1411 13	JANUARY 2025 INTEREST	3.37	61.82	CMT
02/04/25	PO 25-00308 2 Paid ck 2408	2024 INT TO ADMIN PER 55-80.33	00079 BARNEGAT TWP DEVELOPER ESCROW En 01/30/25	25.08	36.74	JMM
02/28/25	Developer Interest	Reference 1413 10	FEBRUARY 2025 INTEREST	3.36	40.10	CMT
03/31/25	Developer Interest	Reference 1416 13	MARCH 2025 INTEREST	2.23	42.33	CMT
04/30/25	Developer Interest	Reference 1418 13	APRIL 2025 INTEREST	2.21	44.54	CMT
05/31/25	Developer Interest	Reference 1421 12	MAY 2025 INTEREST	2.15	46.69	CMT
06/30/25	Developer Interest	Reference 1422 12	JUNE 2025 INTEREST	2.21	48.90	CMT
07/31/25	Developer Interest	Reference 1427 11	JULY 2025 INTEREST	2.15	51.05	CMT
08/31/25	Developer Interest	Reference 1428 12	AUGUST 2025 INTEREST	2.03	53.08	CMT
09/30/25	Developer Interest	Reference 1430 12	SEPTEMBER 2025 INTEREST	1.43	54.51	CMT
10/31/25	Developer Interest	Reference 1433 10	OCTOBER 2025 INTEREST	1.05	55.56	CMT
11/30/25	Developer Interest	Reference 1436 11	NOVEMBER 2025 INTEREST	0.91	56.47	CMT
12/31/25	Developer Interest	Reference 1438 11	DECEMBER 2025 INTEREST	0.75	57.22	CMT

3 * 37 +
3 * 36 +
2 * 23 +
2 * 21 +
2 * 15 +
2 * 21 +
2 * 15 +
2 * 03 +
1 * 43 +
1 * 05 +
0 * 91 +
0 * 75 +

Range: OADRHORTIN to OADRHORTIN
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
OADRHORTIN	OCEAN ACRES - DR HORTON	INT DRHORTON D.R. HORTON	INT		135.14	
01/31/25	Developer Interest	Reference 1411 33	JANUARY 2025 INTEREST	3.01	138.15	CMT
02/04/25	PO 25-00308 1 Paid Ck 2408	2024 INT TO ADMIN PER 55-80.33	00079 BARNEGAT TWP DEVELOPER ESCROW En 01/30/25	56.17-	81.98	JMM
02/28/25	Developer Interest	Reference 1413 30	FEBRUARY 2025 INTEREST	6.39	88.37	CMT
03/31/25	Developer Interest	Reference 1416 33	MARCH 2025 INTEREST	5.09	93.46	CMT
04/30/25	Developer Interest	Reference 1418 33	APRIL 2025 INTEREST	5.53	98.99	CMT
05/31/25	Developer Interest	Reference 1421 32	MAY 2025 INTEREST	4.74	103.73	CMT
06/30/25	Developer Interest	Reference 1422 32	JUNE 2025 INTEREST	3.55	107.28	CMT
07/31/25	Developer Interest	Reference 1427 31	JULY 2025 INTEREST	1.27	108.55	CMT
08/31/25	Developer Interest	Reference 1428 32	AUGUST 2025 INTEREST	0.47	109.02	CMT
09/30/25	Developer Interest	Reference 1430 32	SEPTEMBER 2025 INTEREST	5.10	114.12	CMT
10/31/25	Developer Interest	Reference 1433 30	OCTOBER 2025 INTEREST	5.24	119.36	CMT
11/30/25	Developer Interest	Reference 1441 2	NOVEMBER 2025 INTEREST	3.71	123.07	CMT
12/31/25	Developer Interest	Reference 1438 30	DECEMBER 2025 INTEREST	2.56	125.63	CMT
				3 * 0.1 +		
				6 * 3.9 +		
				5 * 0.9 +		
				5 * 5.5 +		
				4 * 7.4 +		
				3 * 5.5 +		
				1 * 2.7 +		
				0 * 4.7 +		
				5 * 1.0 +		
				5 * 2.6 +		
				3 * 7.1 +		
				2 * 5.6 +		
			012	4.5 * 2.66 +		

Range: PB00-08INT to PB00-08INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB00-08INT	LIGHTHOUSE DEV INTEREST	INT FAULKN JOHN & MARY FAULKNER	INT		161.21	
01/31/25	Developer Interest	Reference 1411 8	JANUARY 2025 INTEREST	3.27	164.48	CMT
02/04/25	PO 25-00308 3 Paid Ck 2408	2024 INT TO ADMIN PER 55-80.33	00079 BARNEGAT TWP DEVELOPER ESCROW En 01/30/25	65.76-	98.72	JMM
02/28/25	Developer Interest	Reference 1413 5	FEBRUARY 2025 INTEREST	3.25	101.97	CMT
03/31/25	Developer Interest	Reference 1416 8	MARCH 2025 INTEREST	2.93	104.90	CMT
04/30/25	Developer Interest	Reference 1418 8	APRIL 2025 INTEREST	3.24	108.14	CMT
05/31/25	Developer Interest	Reference 1421 7	MAY 2025 INTEREST	3.14	111.28	CMT
06/30/25	Developer Interest	Reference 1422 7	JUNE 2025 INTEREST	3.25	114.53	CMT
07/31/25	Developer Interest	Reference 1427 6	JULY 2025 INTEREST	3.15	117.68	CMT
08/31/25	Developer Interest	Reference 1428 7	AUGUST 2025 INTEREST	3.25	120.93	CMT
09/30/25	Developer Interest	Reference 1430 7	SEPTEMBER 2025 INTEREST	3.13	124.06	CMT
10/31/25	Developer Interest	Reference 1433 63	OCTOBER 2025 INTEREST	2.62	126.68	CMT
11/30/25	Developer Interest	Reference 1436 6	NOVEMBER 2025 INTEREST	2.26	128.94	CMT
12/31/25	Developer Interest	Reference 1438 6	DECEMBER 2025 INTEREST	1.86	130.80	CMT
				3 * 2.7 +		
				3 * 2.5 +		
				2 * 9.3 +		
				3 * 2.6 +		
				3 * 1.4 +		
				3 * 2.5 +		
				3 * 1.5 +		
				3 * 2.5 +		
				3 * 1.3 +		
				2 * 6.2 +		
				2 * 2.6 +		
				1 * 8.6 +		
			012	3.5 * 3.66 +		

Range: PB01-11IN3 to PB01-11IN3
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB01-11IN3	DRH- SEA CREST PINES SEC 3 INT DRHORTON D.R. HORTON		INT		574.74	
01/31/25	Developer Interest	Reference 1411 43	JANUARY 2025 INTEREST	4.89	579.63	CMT
02/28/25	Developer Interest	Reference 1413 40	FEBRUARY 2025 INTEREST	4.89	584.52	CMT
03/31/25	Developer Interest	Reference 1416 43	MARCH 2025 INTEREST	4.43	588.95	CMT
04/30/25	Developer Interest	Reference 1418 43	APRIL 2025 INTEREST	4.90	593.85	CMT
05/31/25	Developer Interest	Reference 1421 42	MAY 2025 INTEREST	4.74	598.59	CMT
06/30/25	Developer Interest	Reference 1422 42	JUNE 2025 INTEREST	4.91	603.50	CMT
07/31/25	Developer Interest	Reference 1427 41	JULY 2025 INTEREST	4.75	608.25	CMT
08/31/25	Developer Interest	Reference 1428 42	AUGUST 2025 INTEREST	4.91	613.16	CMT
09/30/25	Developer Interest	Reference 1430 42	SEPTEMBER 2025 INTEREST	4.73	617.89	CMT
10/31/25	Developer Interest	Reference 1433 40	OCTOBER 2025 INTEREST	3.97	621.86	CMT
11/30/25	Developer Interest	Reference 1436 40	NOVEMBER 2025 INTEREST	3.41	625.27	CMT
12/31/25	Developer Interest	Reference 1438 40	DECEMBER 2025 INTEREST	2.77	628.04	CMT

4 * 89 +
4 * 89 +
4 * 43 +
4 * 90 +
4 * 74 +
4 * 91 +
4 * 75 +
4 * 91 +
4 * 73 +
3 * 97 +
3 * 41 +
2 * 77 +

012

52 * 306

Range: PB01-11IN4 to PB01-11IN4
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB01-11IN4	DRH- SEA CREST PINES SEC 4 INT DRHORTON D.R. HORTON		INT		1,128.89	
01/31/25	Developer Interest	Reference 1411 44	JANUARY 2025 INTEREST	4.27	1,133.16	CMT
02/28/25	Developer Interest	Reference 1413 41	FEBRUARY 2025 INTEREST	4.29	1,137.45	CMT
03/31/25	Developer Interest	Reference 1416 44	MARCH 2025 INTEREST	3.87	1,141.32	CMT
04/30/25	Developer Interest	Reference 1418 44	APRIL 2025 INTEREST	4.29	1,145.61	CMT
05/31/25	Developer Interest	Reference 1421 43	MAY 2025 INTEREST	4.15	1,149.76	CMT
06/30/25	Developer Interest	Reference 1422 43	JUNE 2025 INTEREST	4.29	1,154.05	CMT
07/31/25	Developer Interest	Reference 1427 42	JULY 2025 INTEREST	4.15	1,158.20	CMT
08/31/25	Developer Interest	Reference 1428 43	AUGUST 2025 INTEREST	4.29	1,162.49	CMT
09/30/25	Developer Interest	Reference 1430 43	SEPTEMBER 2025 INTEREST	4.13	1,166.62	CMT
10/31/25	Developer Interest	Reference 1433 41	OCTOBER 2025 INTEREST	3.47	1,170.09	CMT
11/30/25	Developer Interest	Reference 1436 41	NOVEMBER 2025 INTEREST	2.98	1,173.07	CMT
12/31/25	Developer Interest	Reference 1438 41	DECEMBER 2025 INTEREST	2.45	1,175.52	CMT

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4 * 27 +
5 * 29 +
3 * 87 +
5 * 29 +
4 * 15 +
5 * 29 +
4 * 15 +
4 * 29 +
4 * 13 +
3 * 47 +
2 * 98 +
2 * 45 +

012

46 * 6316

Range: PB03-07INT to PB03-07INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB03-07INT	OC PARTNERS	INT OCPART	OC PARTNERS		141.80	
01/31/25	Developer Interest	Reference	1411 7 JANUARY 2025 INTEREST	2.87	144.67	CMT
02/04/25	PO 25-00308 4 Paid Ck 2408	2024 INT TO ADMIN PER 55-80.33	00079 BARNEGAT TWP DEVELOPER ESCROW En 01/30/25	57.85-	86.82	JMM
02/28/25	Developer Interest	Reference	1413 4 FEBRUARY 2025 INTEREST	2.86	89.68	CMT
03/31/25	Developer Interest	Reference	1416 7 MARCH 2025 INTEREST	2.58	92.26	CMT
04/30/25	Developer Interest	Reference	1418 7 APRIL 2025 INTEREST	2.85	95.11	CMT
05/31/25	Developer Interest	Reference	1421 6 MAY 2025 INTEREST	2.76	97.87	CMT
06/30/25	Developer Interest	Reference	1422 6 JUNE 2025 INTEREST	2.86	100.73	CMT
07/31/25	Developer Interest	Reference	1427 5 JULY 2025 INTEREST	2.77	103.50	CMT
08/31/25	Developer Interest	Reference	1428 6 AUGUST 2025 INTEREST	2.85	106.35	CMT
09/30/25	Developer Interest	Reference	1430 6 SEPTEMBER 2025 INTEREST	2.75	109.10	CMT
10/31/25	Developer Interest	Reference	1433 6 OCTOBER 2025 INTEREST	2.31	111.41	CMT
11/30/25	Developer Interest	Reference	1436 5 NOVEMBER 2025 INTEREST	0 * C 1.99	113.40	CMT
12/31/25	Developer Interest	Reference	1438 5 DECEMBER 2025 INTEREST	1.63	115.03	CMT

2 * 87 +
2 * 86 +
2 * 58 +
2 * 85 +
2 * 76 +
2 * 86 +
2 * 77 +
2 * 85 +
2 * 75 +
2 * 31 +
1 * 99 +
1 * 63 +

012

31 * 066 +

Range: PB03-25INT to PB03-25INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB03-25INT	PRECISION FENCE	INT PRECIL	BRIAN MATYAS		183.30	
01/31/25	Developer Interest	Reference	1411 9 JANUARY 2025 INTEREST	3.72	187.02	CMT
02/28/25	Developer Interest	Reference	1413 6 FEBRUARY 2025 INTEREST	3.72	190.74	CMT
03/31/25	Developer Interest	Reference	1416 9 MARCH 2025 INTEREST	3.36	194.10	CMT
04/30/25	Developer Interest	Reference	1418 9 APRIL 2025 INTEREST	3.73	197.83	CMT
05/31/25	Developer Interest	Reference	1421 8 MAY 2025 INTEREST	3.61	201.44	CMT
06/30/25	Developer Interest	Reference	1422 8 JUNE 2025 INTEREST	3.73	205.17	CMT
07/31/25	Developer Interest	Reference	1427 7 JULY 2025 INTEREST	3.61	208.78	CMT
08/31/25	Developer Interest	Reference	1428 8 AUGUST 2025 INTEREST	3.73	212.51	CMT
09/30/25	Developer Interest	Reference	1430 8 SEPTEMBER 2025 INTEREST	3.59	216.10	CMT
10/31/25	Developer Interest	Reference	1433 64 OCTOBER 2025 INTEREST	3.01	219.11	CMT
11/30/25	Developer Interest	Reference	1436 7 NOVEMBER 2025 INTEREST	2.59	221.70	CMT
12/31/25	Developer Interest	Reference	1438 7 DECEMBER 2025 INTEREST	0 * C 2.13	223.83	CMT

3 * 72 +
3 * 72 +
3 * 36 +
3 * 73 +
3 * 61 +
3 * 73 +
3 * 61 +
3 * 73 +
3 * 59 +
3 * 01 +
2 * 59 +
2 * 13 +

012

10 * 56 +

Range: PB07-20CBD to PB07-20CBD
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB07-20CBD	D&F - CVS PHARMACY	CBD & INT	DFBARN	D&F Barnegat Development LLC	C-BOND	6,387.76
01/31/25	Developer Interest	Reference	1411 22	JANUARY 2025 INTEREST	3.26	6,391.02 CMT
02/04/25	PO 25-00308 5 Paid Ck 2408	2024 INT TO ADMIN PER	55-80.33	00079 BARNEGAT TWP DEVELOPER ESCROW	65.57-	6,325.45 JMM
02/28/25	Developer Interest	Reference	1413 19	FEBRUARY 2025 INTEREST	3.25	6,328.70 CMT
03/31/25	Developer Interest	Reference	1416 22	MARCH 2025 INTEREST	2.92	6,331.62 CMT
04/30/25	Developer Interest	Reference	1418 22	APRIL 2025 INTEREST	3.23	6,334.85 CMT
05/31/25	Developer Interest	Reference	1421 21	MAY 2025 INTEREST	3.13	6,337.98 CMT
06/30/25	Developer Interest	Reference	1422 21	JUNE 2025 INTEREST	3.24	6,341.22 CMT
07/31/25	Developer Interest	Reference	1427 20	JULY 2025 INTEREST	3.13	6,344.35 CMT
08/31/25	Developer Interest	Reference	1428 21	AUGUST 2025 INTEREST	3.24	6,347.59 CMT
09/30/25	Developer Interest	Reference	1430 21	SEPTEMBER 2025 INTEREST	3.12	6,350.71 CMT
10/31/25	Developer Interest	Reference	1433 19	OCTOBER 2025 INTEREST	2.62	6,353.33 CMT
11/30/25	Developer Interest	Reference	1436 19	NOVEMBER 2025 INTEREST	2.25	6,355.58 CMT
12/31/25	Developer Interest	Reference	1438 19	DECEMBER 2025 INTEREST	0.00	6,357.43 CMT

3 • 26 +
3 • 25 +
2 • 92 +
3 • 23 +
3 • 13 +
3 • 24 +
3 • 13 +
3 • 24 +
3 • 12 +
2 • 62 +
2 • 25 +
1 • 85 +
012
35 • 216 +

Range: PB08-22INT to PB08-22INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB08-22INT	FRANKLIN BARNEGAT 67	INT EXT	ELL	FRANKLIN BARNEGAT DEVELOPERS	INT	210.73
01/31/25	Developer Interest	Reference	1411 39	JANUARY 2025 INTEREST	3.43	214.16 CMT
02/28/25	Developer Interest	Reference	1413 36	FEBRUARY 2025 INTEREST	3.43	217.59 CMT
03/31/25	Developer Interest	Reference	1416 39	MARCH 2025 INTEREST	3.10	220.69 CMT
04/30/25	Developer Interest	Reference	1418 39	APRIL 2025 INTEREST	3.39	224.08 CMT
05/31/25	Developer Interest	Reference	1421 38	MAY 2025 INTEREST	3.29	227.37 CMT
06/30/25	Developer Interest	Reference	1422 38	JUNE 2025 INTEREST	3.42	230.79 CMT
07/31/25	Developer Interest	Reference	1427 37	JULY 2025 INTEREST	3.28	234.07 CMT
08/31/25	Developer Interest	Reference	1428 38	AUGUST 2025 INTEREST	3.39	237.46 CMT
09/30/25	Developer Interest	Reference	1430 38	SEPTEMBER 2025 INTEREST	3.27	240.73 CMT
10/31/25	Developer Interest	Reference	1433 36	OCTOBER 2025 INTEREST	2.72	243.45 CMT
11/30/25	Developer Interest	Reference	1436 36	NOVEMBER 2025 INTEREST	2.33	245.78 CMT
12/31/25	Developer Interest	Reference	1438 36	DECEMBER 2025 INTEREST	1.92	247.70 CMT

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3 • 43 +
3 • 10 +
3 • 39 +
3 • 29 +
3 • 42 +
3 • 28 +
3 • 39 +
3 • 27 +
2 • 72 +
2 • 33 +
1 • 92 +
012
36 • 976 +

Range: PB08-22PDI to PB08-22PDI
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB08-22PDI	LIGHTHOUSE DRIVE HOLDINGS	INT LIGHTDRH	LIGHTHOUSE DRIVE HOLDINGS LLC INT		166.04	
01/31/25	Developer Interest	Reference	1411 53 JANUARY 2025 INTEREST	1.35	167.39	CMT
02/04/25	PO 25-00308 6 Paid Ck 2408	2024 INT TO ADMIN PER 55-80.33	00079 BARNEGAT TWP DEVELOPER ESCROW En 01/30/25	37.83-	129.56	JMM
02/28/25	Developer Interest	Reference	1413 50 FEBRUARY 2025 INTEREST	1.35	130.91	CMT
03/31/25	Developer Interest	Reference	1416 53 MARCH 2025 INTEREST	1.21	132.12	CMT
04/30/25	Developer Interest	Reference	1418 53 APRIL 2025 INTEREST	1.31	133.43	CMT
05/31/25	Developer Interest	Reference	1421 52 MAY 2025 INTEREST	1.25	134.68	CMT
06/30/25	Developer Interest	Reference	1422 52 JUNE 2025 INTEREST	1.30	135.98	CMT
07/31/25	Developer Interest	Reference	1427 51 JULY 2025 INTEREST	1.25	137.23	CMT
08/31/25	Developer Interest	Reference	1428 52 AUGUST 2025 INTEREST	1.30	138.53	CMT
09/30/25	Developer Interest	Reference	1430 52 SEPTEMBER 2025 INTEREST	1.25	139.78	CMT

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009

11 * 5 7 6 +

Range: PB10-04DRI to PB10-04DRI
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB10-04DRI	PENNSYLVANIA AVENUE DRH	INT DRHORTON	D.R. HORTON INT		0.00	
03/31/25	Developer Interest	Reference	1416 66 MARCH 2025 INTEREST	2.77	2.77	CMT
04/30/25	Developer Interest	Reference	1418 66 APRIL 2025 INTEREST	10.71	13.48	CMT
05/31/25	Developer Interest	Reference	1421 65 MAY 2025 INTEREST	4.24	17.72	CMT
06/30/25	Developer Interest	Reference	1422 65 JUNE 2025 INTEREST	1.44	19.16	CMT
07/31/25	Developer Interest	Reference	1427 64 JULY 2025 INTEREST	1.30	20.46	CMT
08/31/25	Developer Interest	Reference	1428 65 AUGUST 2025 INTEREST	1.33	21.79	CMT
09/30/25	Developer Interest	Reference	1430 65 SEPTEMBER 2025 INTEREST	2.11	23.90	CMT

Range: PB17-04INT to PB17-04INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB17-04INT	DRHORTON OCEAN ACRES MODEL INT	DRHORTON D.R. HORTON	INT		162.97	
01/31/25	Developer Interest	Reference 1411 36	JANUARY 2025 INTEREST	3.31	166.28	CMT
02/04/25	PO 25-00308 7 Paid Ck 2408	2024 INT TO ADMIN PER 55-80.33	00079 BARNEGAT TWP DEVELOPER ESCROW En 01/30/25	66.48-	99.80	JMM
02/28/25	Developer Interest	Reference 1413 33	FEBRUARY 2025 INTEREST	3.29	103.09	CMT
03/31/25	Developer Interest	Reference 1416 36	MARCH 2025 INTEREST	2.96	106.05	CMT
04/30/25	Developer Interest	Reference 1418 36	APRIL 2025 INTEREST	3.28	109.33	CMT
05/31/25	Developer Interest	Reference 1421 35	MAY 2025 INTEREST	3.17	112.50	CMT
06/30/25	Developer Interest	Reference 1422 35	JUNE 2025 INTEREST	3.28	115.78	CMT
07/31/25	Developer Interest	Reference 1427 34	JULY 2025 INTEREST	3.18	118.96	CMT
08/31/25	Developer Interest	Reference 1428 35	AUGUST 2025 INTEREST	3.29	122.25	CMT
09/30/25	Developer Interest	Reference 1430 35	SEPTEMBER 2025 INTEREST	3.16	125.41	CMT
10/31/25	Developer Interest	Reference 1433 33	OCTOBER 2025 INTEREST	2.65	128.06	CMT
11/30/25	Developer Interest	Reference 1436 33	NOVEMBER 2025 INTEREST	2.29	130.35	CMT
12/31/25	Developer Interest	Reference 1438 33	DECEMBER 2025 INTEREST	1.87	132.22	CMT

3 * 31 +
3 * 29 +
2 * 96 +
3 * 28 +
3 * 17 +
3 * 28 +
3 * 18 +
3 * 29 +
3 * 16 +
2 * 65 +
2 * 29 +
1 * 87 +

012

35 * 236 +

Range: PB19-05INT to PB19-05INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB19-05INT	D.R.HORTON- BURR MINOR SUB INT	DRHORTON D.R. HORTON	INT		170.33	
01/31/25	Developer Interest	Reference 1411 54	JANUARY 2025 INTEREST	3.73	174.06	CMT
02/28/25	Developer Interest	Reference 1413 51	FEBRUARY 2025 INTEREST	3.73	177.79	CMT
03/31/25	Developer Interest	Reference 1416 54	MARCH 2025 INTEREST	3.37	181.16	CMT
04/30/25	Developer Interest	Reference 1418 54	APRIL 2025 INTEREST	3.73	184.89	CMT
05/31/25	Developer Interest	Reference 1421 53	MAY 2025 INTEREST	3.62	188.51	CMT
06/30/25	Developer Interest	Reference 1422 53	JUNE 2025 INTEREST	3.63	192.14	CMT
07/31/25	Developer Interest	Reference 1427 52	JULY 2025 INTEREST	3.21	195.35	CMT
08/31/25	Developer Interest	Reference 1428 53	AUGUST 2025 INTEREST	3.25	198.60	CMT
09/30/25	Developer Interest	Reference 1430 53	SEPTEMBER 2025 INTEREST	3.13	201.73	CMT
10/31/25	Developer Interest	Reference 1433 49	OCTOBER 2025 INTEREST	2.63	204.36	CMT
11/30/25	Developer Interest	Reference 1436 49	NOVEMBER 2025 INTEREST	2.27	206.63	CMT
12/31/25	Developer Interest	Reference 1438 49	DECEMBER 2025 INTEREST	1.86	208.49	CMT

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3 * 73 +
3 * 37 +
3 * 73 +
3 * 62 +
3 * 63 +
3 * 21 +
3 * 25 +
3 * 13 +
2 * 63 +
2 * 27 +
1 * 86 +

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38 * 166 +

Project Id	Description	Developer	Category	Begin Balance
Date	Transaction Data/Reference		Vendor/Comment	Project Balance User
PB22-01INT	CARDINALE & B CROSSING III INT	CARDINAL	CARDINALE & BARNEGAT	CROSSING INT
01/31/25	Developer Interest	Reference	1411 51	JANUARY 2025 INTEREST
02/28/25	Developer Interest	Reference	1413 48	FEBRUARY 2025 INTEREST
03/31/25	Developer Interest	Reference	1416 51	MARCH 2025 INTEREST
04/30/25	Developer Interest	Reference	1418 51	APRIL 2025 INTEREST
05/31/25	Developer Interest	Reference	1421 50	MAY 2025 INTEREST
06/30/25	Developer Interest	Reference	1422 50	JUNE 2025 INTEREST
07/31/25	Developer Interest	Reference	1427 49	JULY 2025 INTEREST
08/31/25	Developer Interest	Reference	1428 50	AUGUST 2025 INTEREST
09/30/25	Developer Interest	Reference	1430 50	SEPTEMBER 2025 INTEREST
10/31/25	Developer Interest	Reference	1433 47	OCTOBER 2025 INTEREST
11/30/25	Developer Interest	Reference	1436 47	NOVEMBER 2025 INTEREST
12/31/25	Developer Interest	Reference	1438 47	DECEMBER 2025 INTEREST

0.49	+
0.49	+
0.45	+
0.49	+
2.00	+
6.74	+
11.16	+
5.83	+
2.53	+
2.25	+
1.93	+
1.60	+
35.96	+

Project Id	Description	Developer	Category	Begin Balance
Date	Transaction Data/Reference		Vendor/Comment	Project Balance User
PR23-02INT	1490 WEST BAY AVE REALTY LLC I 1490PROP	1490 WEST BAY PROPERTIES LLC	INT	52.91
01/31/25	Developer Interest	Reference	1411 55 JANUARY 2025 INTEREST	55.58 CMT
02/04/25	PO 25-00308 8 Paid Ck 2408	2024 INT TO ADMIN PER	55-80.33 00079 BARNEGAT TWP DEVELOPER ESCROW En 01/30/25	52.91- 2.67 JMM
02/28/25	Developer Interest	Reference	1413 52 FEBRUARY 2025 INTEREST	2.93 5.60 CMT
03/31/25	Developer Interest	Reference	1416 55 MARCH 2025 INTEREST	2.16 7.76 CMT
04/30/25	Developer Interest	Reference	1418 55 APRIL 2025 INTEREST	27.39 35.15 CMT
05/31/25	Developer Interest	Reference	1421 54 MAY 2025 INTEREST	27.49 62.64 CMT
06/30/25	Developer Interest	Reference	1422 54 JUNE 2025 INTEREST	27.88 90.52 CMT
07/31/25	Developer Interest	Reference	1427 53 JULY 2025 INTEREST	26.69 117.21 CMT
08/31/25	Developer Interest	Reference	1428 54 AUGUST 2025 INTEREST	27.59 144.80 CMT
09/30/25	Developer Interest	Reference	1430 54 SEPTEMBER 2025 INTEREST	22.07 166.87 CMT
10/31/25	Developer Interest	Reference	1433 50 OCTOBER 2025 INTEREST	16.88 183.75 CMT
10/31/25	Developer Interest	Reference	1433 62 OCTOBER 2025 INTEREST	6.40 190.15 CMT
11/30/25	Developer Interest	Reference	1436 50 NOVEMBER 2025 INTEREST	14.53 204.68 CMT
11/30/25	Developer Interest	Reference	1436 62 NOVEMBER 2025 INTEREST	4.47 209.15 CMT
12/31/25	Developer Interest	Reference	1438 62 DECEMBER 2025 INTEREST	2.85 212.00 CMT
12/31/25	Developer Interest	Reference	1438 50 DECEMBER 2025 INTEREST	11.94 223.94 CMT

$$\begin{array}{r} 6 \cdot 40 + \\ 4 \cdot 47 + \\ 2 \cdot 85 + \\ 13 \cdot 126 + \end{array}$$

Range: PB23-04INT to PB23-04INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB23-04INT	WALTERS MINOR SUB- OUTSAIL INT	WALTERS	WALTERS DEVELOPMENT CO., LLC INT		53.40	
01/31/25	Developer Interest	Reference	1411 56 JANUARY 2025 INTEREST	2.65	56.05	CMT
02/04/25	PO 25-00308 9 Paid Ck 2408	2024	INT TO ADMIN PER 55-80.33 00079 BARNEGAT TWP DEVELOPER ESCROW En 01/30/25	53.40-	2.65	JMM
02/28/25	Developer Interest	Reference	1413 53 FEBRUARY 2025 INTEREST	2.63	5.28	CMT
03/31/25	Developer Interest	Reference	1416 56 MARCH 2025 INTEREST	2.38	7.66	CMT
04/30/25	Developer Interest	Reference	1418 56 APRIL 2025 INTEREST	2.63	10.29	CMT
05/31/25	Developer Interest	Reference	1421 55 MAY 2025 INTEREST	2.55	12.84	CMT
06/30/25	Developer Interest	Reference	1422 55 JUNE 2025 INTEREST	2.63	15.47	CMT
07/31/25	Developer Interest	Reference	1427 54 JULY 2025 INTEREST	0.85	16.32	CMT
08/31/25	Developer Interest	Reference	1428 55 AUGUST 2025 INTEREST	0.34	16.66	CMT
09/02/25	PO 25-01619 2 Paid Ck 2479	REFUND ESCROW BAL RES.2025-303	09268 WALTERS DEVELOPMENT CO., LLC En 08/27/25	15.47-	1.19	JMM
09/30/25	Developer Interest	Reference	1430 55 SEPTEMBER 2025 INTEREST	0.11	1.30	CMT

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Range: PB23-05INT to PB23-05INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB23-05INT	WALTERS MINOR SUB-FOREMAST INT	WALTERS	WALTERS DEVELOPMENT CO., LLC INT		85.31	
01/31/25	Developer Interest	Reference	1411 57 JANUARY 2025 INTEREST	4.24	89.55	CMT
02/28/25	Developer Interest	Reference	1413 54 FEBRUARY 2025 INTEREST	4.24	93.79	CMT
03/31/25	Developer Interest	Reference	1416 57 MARCH 2025 INTEREST	3.83	97.62	CMT
04/30/25	Developer Interest	Reference	1418 57 APRIL 2025 INTEREST	4.25	101.87	CMT
05/31/25	Developer Interest	Reference	1421 56 MAY 2025 INTEREST	4.11	105.98	CMT
06/30/25	Developer Interest	Reference	1422 56 JUNE 2025 INTEREST	4.25	110.23	CMT
07/31/25	Developer Interest	Reference	1427 55 JULY 2025 INTEREST	1.57	111.80	CMT
08/31/25	Developer Interest	Reference	1428 56 AUGUST 2025 INTEREST	0.81	112.61	CMT
09/02/25	PO 25-01620 1 Paid Ck 2479	REFUND ESCROW BAL RES.2025-304	09268 WALTERS DEVELOPMENT CO., LLC En 08/27/25	110.23-	2.38	JMM
09/30/25	Developer Interest	Reference	1430 56 SEPTEMBER 2025 INTEREST	0.25	2.63	CMT

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Range: PB23-12INT to PB23-12INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB23-12INT	DEL CORP HOLDINGS, LLC	INT DELCORP3 DEL CORP HOLDING, LLC	INT		0.00	
04/30/25	Developer Interest	Reference 1418 67	APRIL 2025 INTEREST	4.72	4.72	CMT
05/31/25	Developer Interest	Reference 1421 66	MAY 2025 INTEREST	4.72	9.44	CMT
06/30/25	Developer Interest	Reference 1422 66	JUNE 2025 INTEREST	3.87	13.31	CMT
07/31/25	Developer Interest	Reference 1427 65	JULY 2025 INTEREST	1.85	15.16	CMT
08/31/25	Developer Interest	Reference 1428 66	AUGUST 2025 INTEREST	0.69	15.85	CMT
09/30/25	Developer Interest	Reference 1430 66	SEPTEMBER 2025 INTEREST	0.12	15.97	CMT
10/31/25	Developer Interest	Reference 1433 59	OCTOBER 2025 INTEREST	2.29	18.26	CMT
11/30/25	Developer Interest	Reference 1436 59	NOVEMBER 2025 INTEREST	3.05	21.31	CMT
12/31/25	Developer Interest	Reference 1438 59	DECEMBER 2025 INTEREST	2.20	23.51	CMT

Range: PB23-14INT to PB23-14INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB23-14INT	NJ INST FOR DISABILITIES	INT NJDISAB NJ INSTITUTE FOR DISABILITIES	INT		0.00	
01/31/25	Developer Interest	Reference 1411 60	JANUARY 2025 INTEREST	2.78	2.78	CMT
02/28/25	Developer Interest	Reference 1413 57	FEBRUARY 2025 INTEREST	2.79	5.57	CMT
03/31/25	Developer Interest	Reference 1416 60	MARCH 2025 INTEREST	1.67	7.24	CMT
04/30/25	Developer Interest	Reference 1418 60	APRIL 2025 INTEREST	0.92	8.16	CMT
05/31/25	Developer Interest	Reference 1421 59	MAY 2025 INTEREST	0.73	8.89	CMT
06/30/25	Developer Interest	Reference 1422 59	JUNE 2025 INTEREST	0.75	9.64	CMT
07/31/25	Developer Interest	Reference 1427 58	JULY 2025 INTEREST	0.77	10.41	CMT
08/31/25	Developer Interest	Reference 1428 59	AUGUST 2025 INTEREST	1.31	11.72	CMT
09/30/25	Developer Interest	Reference 1430 59	SEPTEMBER 2025 INTEREST	0.97	12.69	CMT
10/31/25	Developer Interest	Reference 1433 53	OCTOBER 2025 INTEREST	1.19	13.88	CMT
11/30/25	Developer Interest	Reference 1436 53	NOVEMBER 2025 INTEREST	1.02	14.90	CMT
12/31/25	Developer Interest	Reference 1438 53	DECEMBER 2025 INTEREST	0.84	15.74	CMT

Range: PB24-11INT to PB24-11INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB24-11INT	M&T AT 547 MAIN, LLC	INT MTAT547M	M & T AT 547 MAIN, LLC	INT	22.18	
01/31/25	Developer Interest	Reference	1411 63	JANUARY 2025 INTEREST	5.09	CMT
02/04/25	PO 25-00308 10 Paid Ck 2408	2024 INT TO ADMIN PER	55-80.33	00079 BARNEGAT TWP DEVELOPER ESCROW En 01/30/25	22.18-	JMM
02/28/25	Developer Interest	Reference	1413 60	FEBRUARY 2025 INTEREST	4.50	CMT
03/31/25	Developer Interest	Reference	1416 63	MARCH 2025 INTEREST	3.62	CMT
04/30/25	Developer Interest	Reference	1418 63	APRIL 2025 INTEREST	3.99	CMT
05/31/25	Developer Interest	Reference	1421 62	MAY 2025 INTEREST	3.86	CMT
06/30/25	Developer Interest	Reference	1422 62	JUNE 2025 INTEREST	3.99	CMT
07/31/25	Developer Interest	Reference	1427 61	JULY 2025 INTEREST	3.86	CMT
08/31/25	Developer Interest	Reference	1428 62	AUGUST 2025 INTEREST	3.99	CMT
09/30/25	Developer Interest	Reference	1430 62	SEPTEMBER 2025 INTEREST	3.73	CMT
10/31/25	Developer Interest	Reference	1433 56	OCTOBER 2025 INTEREST	1.98	CMT
11/30/25	Developer Interest	Reference	1436 56	NOVEMBER 2025 INTEREST	1.01	CMT
12/31/25	Developer Interest	Reference	1438 56	DECEMBER 2025 INTEREST	0.53	CMT
					40.15	

Range: PB25-02INT to PB25-02INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB25-02INT	OCEAN STATE JOB LOT	INT OCEANSTA	OCEAN STATE JOB LOT OF NJ 2025 INT		0.00	
04/30/25	Developer Interest	Reference	1418 68	APRIL 2025 INTEREST	0.86	CMT
05/31/25	Developer Interest	Reference	1421 67	MAY 2025 INTEREST	2.84	CMT
06/30/25	Developer Interest	Reference	1422 67	JUNE 2025 INTEREST	2.78	CMT
07/31/25	Developer Interest	Reference	1427 66	JULY 2025 INTEREST	2.13	CMT
08/31/25	Developer Interest	Reference	1428 67	AUGUST 2025 INTEREST	1.39	CMT
09/30/25	Developer Interest	Reference	1430 67	SEPTEMBER 2025 INTEREST	0.93	CMT
					10.93	

Range: PB25-03INT to PB25-03INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB25-03INT	SHNITZLE BUILDERS, LLC	INT SHNITZLE SHNITZLE BUILDERS, LLC	PBREV		0.00	
06/30/25	Developer Interest	Reference 1442 2	JUNE 2025 INTEREST	1.22	1.22	CMT
07/31/25	Developer Interest	Reference 1427 67	JULY 2025 INTEREST	2.59	3.81	CMT
08/31/25	Developer Interest	Reference 1428 68	AUGUST 2025 INTEREST	1.43	5.24	CMT
09/30/25	Developer Interest	Reference 1430 68	SEPTEMBER 2025 INTEREST	0.42	5.66	CMT
10/31/25	Developer Interest	Reference 1433 60	OCTOBER 2025 INTEREST	1.52	7.18	CMT
11/30/25	Developer Interest	Reference 1436 60	NOVEMBER 2025 INTEREST	1.83	9.01	CMT
12/31/25	Developer Interest	Reference 1438 60	DECEMBER 2025 INTEREST	0.92	9.93	CMT

Range: PB25-06INT to PB25-06INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
PB25-06INT	SP BARNEGAT, LLC - ALDI	INT SPBARNEG SP BARNEGAT, LLC	INT		0.00	
07/31/25	Developer Interest	Reference 1427 68	JULY 2025 INTEREST	4.50	4.50	CMT
08/31/25	Developer Interest	Reference 1428 69	AUGUST 2025 INTEREST	6.09	10.59	CMT
09/30/25	Developer Interest	Reference 1430 69	SEPTEMBER 2025 INTEREST	5.43	16.02	CMT
10/31/25	Developer Interest	Reference 1433 61	OCTOBER 2025 INTEREST	2.97	18.99	CMT
11/30/25	Developer Interest	Reference 1436 61	NOVEMBER 2025 INTEREST	2.33	21.32	CMT
12/31/25	Developer Interest	Reference 1438 61	DECEMBER 2025 INTEREST	2.67	23.99	CMT

Range: ZB21-02INT to ZB21-02INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Active Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
ZB21-02INT	SULLIVAN ASSOCIATES LLC	INT SULLIVAN SULLIVAN ASSOCIATES, LLC	INT		0.00	
01/31/25	Developer Interest	Reference 1411 49	JANUARY 2025 INTEREST	5.71	5.71	CMT
02/28/25	Developer Interest	Reference 1413 46	FEBRUARY 2025 INTEREST	5.43	11.14	CMT
03/31/25	Developer Interest	Reference 1416 49	MARCH 2025 INTEREST	4.75	15.89	CMT
04/30/25	Developer Interest	Reference 1418 49	APRIL 2025 INTEREST	5.23	21.12	CMT
05/31/25	Developer Interest	Reference 1421 48	MAY 2025 INTEREST	5.05	26.17	CMT
06/30/25	Developer Interest	Reference 1422 48	JUNE 2025 INTEREST	5.23	31.40	CMT
07/31/25	Developer Interest	Reference 1427 47	JULY 2025 INTEREST	5.06	36.46	CMT
08/31/25	Developer Interest	Reference 1428 48	AUGUST 2025 INTEREST	5.23	41.69	CMT
09/30/25	Developer Interest	Reference 1430 48	SEPTEMBER 2025 INTEREST	4.88	46.57	CMT
10/31/25	Developer Interest	Reference 1433 46	OCTOBER 2025 INTEREST	4.02	50.59	CMT
11/30/25	Developer Interest	Reference 1436 46	NOVEMBER 2025 INTEREST	3.46	54.05	CMT
12/31/25	Developer Interest	Reference 1438 46	DECEMBER 2025 INTEREST	2.84	56.89	CMT

Range: ZB22-02INT to ZB22-02INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Both Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
ZB22-02INT	BARNEGAT TERRACE	INT RSTONECO R. STONE & COMPANY, INC	INT		0.00	
01/31/25	Developer Interest	Reference 1411 50	JANUARY 2025 INTEREST	3.45	3.45	CMT
02/28/25	Developer Interest	Reference 1413 47	FEBRUARY 2025 INTEREST	3.45	6.90	CMT
03/31/25	Developer Interest	Reference 1416 50	MARCH 2025 INTEREST	3.12	10.02	CMT
04/30/25	Developer Interest	Reference 1418 50	APRIL 2025 INTEREST	3.45	13.47	CMT
05/31/25	Developer Interest	Reference 1421 49	MAY 2025 INTEREST	3.35	16.82	CMT
06/30/25	Developer Interest	Reference 1422 49	JUNE 2025 INTEREST	3.46	20.28	CMT
07/31/25	Developer Interest	Reference 1427 48	JULY 2025 INTEREST	3.35	23.63	CMT
08/31/25	Developer Interest	Reference 1428 49	AUGUST 2025 INTEREST	3.46	27.09	CMT
09/02/25	PO 25-01626 1 Paid Ck 2480	REFUND ESCROW BAL RES.2025-310	DE092 BARNEGAT TERRACE	20.28-	6.81	JMM
09/30/25	Developer Interest	Reference 1430 49	SEPTEMBER 2025 INTEREST	1.01	7.82	CMT

Range: **ZB22-03INT to ZB22-03INT**
 Transaction Date: 01/01/25 to 12/31/26 Project Status: Both Po Transactions: Summarized
 * Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
 En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
ZB22-03INT	282 ROUTE 72 HOLDINGS, LLC	INT 282RT72H	282 ROUTE 72 HOLDINGS, LLC	INT		0.00
01/31/25	Developer Interest	Reference	1411 52 JANUARY 2025 INTEREST	3.70	3.70	CMT
02/28/25	Developer Interest	Reference	1413 49 FEBRUARY 2025 INTEREST	1.79	5.49	CMT
03/31/25	Developer Interest	Reference	1416 52 MARCH 2025 INTEREST	0.43	5.92	CMT
04/30/25	Developer Interest	Reference	1418 52 APRIL 2025 INTEREST	0.53	6.45	CMT
05/31/25	Developer Interest	Reference	1421 51 MAY 2025 INTEREST	1.81	8.26	CMT
06/30/25	Developer Interest	Reference	1422 51 JUNE 2025 INTEREST	1.27	9.53	CMT
07/31/25	Developer Interest	Reference	1427 50 JULY 2025 INTEREST	0.68	10.21	CMT
08/31/25	Developer Interest	Reference	1428 51 AUGUST 2025 INTEREST	0.70	10.91	CMT
09/30/25	Developer Interest	Reference	1430 51 SEPTEMBER 2025 INTEREST	2.95	13.86	CMT
10/31/25	Developer Interest	Reference	1433 48 OCTOBER 2025 INTEREST	6.33	20.19	CMT
11/30/25	Developer Interest	Reference	1436 48 NOVEMBER 2025 INTEREST	5.45	25.64	CMT
12/31/25	Developer Interest	Reference	1438 48 DECEMBER 2025 INTEREST	4.49	30.13	CMT

Range: **ZB23-02INT to ZB23-02INT**
 Transaction Date: 01/01/25 to 12/31/26 Project Status: Both Po Transactions: Summarized
 * Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
 En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
ZB23-02INT	PSC STORAGE HOLDINGS, LLC	INT PSCSTORA	PSC STORAGE HOLDINGS, LLC	INT		14.67
01/31/25	Developer Interest	Reference	1411 64 JANUARY 2025 INTEREST	5.68	20.35	CMT
02/04/25	PO 25-00308 12 Paid Ck 2408	2024 INT TO ADMIN PER 55-80.33	00079 BARNEGAT TWP DEVELOPER ESCROW En 01/30/25	14.67-	5.68	JMM
02/28/25	Developer Interest	Reference	1413 61 FEBRUARY 2025 INTEREST	3.28	8.96	CMT
03/31/25	Developer Interest	Reference	1416 64 MARCH 2025 INTEREST	1.89	10.85	CMT
04/30/25	Developer Interest	Reference	1418 64 APRIL 2025 INTEREST	1.90	12.75	CMT
05/31/25	Developer Interest	Reference	1421 63 MAY 2025 INTEREST	0.77	13.52	CMT
06/30/25	Developer Interest	Reference	1422 63 JUNE 2025 INTEREST	0.15	13.67	CMT
07/31/25	Developer Interest	Reference	1427 62 JULY 2025 INTEREST	3.26	16.93	CMT
08/31/25	Developer Interest	Reference	1428 63 AUGUST 2025 INTEREST	4.11	21.04	CMT
09/30/25	Developer Interest	Reference	1430 63 SEPTEMBER 2025 INTEREST	4.01	25.05	CMT
10/31/25	Developer Interest	Reference	1433 57 OCTOBER 2025 INTEREST	3.17	28.22	CMT
11/30/25	Developer Interest	Reference	1436 57 NOVEMBER 2025 INTEREST	2.81	31.03	CMT
12/31/25	Developer Interest	Reference	1438 57 DECEMBER 2025 INTEREST	2.29	33.32	CMT

Range: ZB25-03INT to ZB25-03INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Both Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
ZB25-03INT	BARNEGAT TERRACE	INT BNGTERR BARNEGAT TERRACE, LLC	INT		0.00	
02/28/25	Developer Interest	Reference 1413 62	FEBRUARY 2025 INTEREST	3.00	3.00	CMT
03/31/25	Developer Interest	Reference 1416 65	MARCH 2025 INTEREST	3.00	6.00	CMT
04/30/25	Developer Interest	Reference 1418 65	APRIL 2025 INTEREST	3.33	9.33	CMT
05/31/25	Developer Interest	Reference 1421 64	MAY 2025 INTEREST	1.69	11.02	CMT
06/30/25	Developer Interest	Reference 1422 64	JUNE 2025 INTEREST	1.07	12.09	CMT
07/31/25	Developer Interest	Reference 1427 63	JULY 2025 INTEREST	0.51	12.60	CMT
08/31/25	Developer Interest	Reference 1428 64	AUGUST 2025 INTEREST	0.29	12.89	CMT
09/29/25	Deposit	ck: 2480 Reference 17569 13	INTEREST FROM ZB22-02INT	20.28	33.17	CMT
09/30/25	Developer Interest	Reference 1430 64	SEPTEMBER 2025 INTEREST	1.15	34.32	CMT
10/31/25	Developer Interest	Reference 1433 58	OCTOBER 2025 INTEREST	2.93	37.25	CMT
11/30/25	Developer Interest	Reference 1436 58	NOVEMBER 2025 INTEREST	2.03	39.28	CMT
12/31/25	Developer Interest	Reference 1438 58	DECEMBER 2025 INTEREST	1.43	40.71	CMT

Range: ZB25-03INT to ZB25-03INT
Transaction Date: 01/01/25 to 12/31/26 Project Status: Both Po Transactions: Summarized
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date

Project Id	Description	Developer	Category	Trans Amount	Begin Balance	
Date	Transaction Data/Reference		Vendor/Comment		Project Balance	User
ZB25-03INT	BARNEGAT TERRACE	INT BNGTERR BARNEGAT TERRACE, LLC	INT		0.00	
02/28/25	Developer Interest	Reference 1413 62	FEBRUARY 2025 INTEREST	3.00	3.00	CMT
03/31/25	Developer Interest	Reference 1416 65	MARCH 2025 INTEREST	3.00	6.00	CMT
04/30/25	Developer Interest	Reference 1418 65	APRIL 2025 INTEREST	3.33	9.33	CMT
05/31/25	Developer Interest	Reference 1421 64	MAY 2025 INTEREST	1.69	11.02	CMT
06/30/25	Developer Interest	Reference 1422 64	JUNE 2025 INTEREST	1.07	12.09	CMT
07/31/25	Developer Interest	Reference 1427 63	JULY 2025 INTEREST	0.51	12.60	CMT
08/31/25	Developer Interest	Reference 1428 64	AUGUST 2025 INTEREST	0.29	12.89	CMT
09/29/25	Deposit	ck: 2480 Reference 17569 13	INTEREST FROM ZB22-02INT	20.28	33.17	CMT
09/30/25	Developer Interest	Reference 1430 64	SEPTEMBER 2025 INTEREST	1.15	34.32	CMT
10/31/25	Developer Interest	Reference 1433 58	OCTOBER 2025 INTEREST	2.93	37.25	CMT
11/30/25	Developer Interest	Reference 1436 58	NOVEMBER 2025 INTEREST	2.03	39.28	CMT
12/31/25	Developer Interest	Reference 1438 58	DECEMBER 2025 INTEREST	1.43	40.71	CMT

ZB22-02INT = 20.28

20.28

RESOLUTION 2026-78

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE RELEASE OF PERFORMANCE GUARANTEES

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

WHEREAS, Barnegat Township has received cash Site, Water and Sewer Performance Guarantees from Hovcare of Barnegat; and

WHEREAS, it has been determined that the various Performance Guarantees shall be released:

HOVCARE, INC - HAVEN AT BARNEGAT - BLOCK 114 LOT 14.05
PB 00-18
ACCOUNT # 7200037297

SITE 10% PERFORMANCE GUARANTEE	\$64,189.00
SEWER 10% PERFORMANCE GUARANTEE	\$ 348.00
WATER 10% PERFORMANCE GUARANTEE	\$ 8,509.00
ACCRUED BANK INTEREST	\$ 7,802.98

TOTAL OF VARIOUS ACCOUNTS: \$80,848.98

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

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township at their regular meeting held on the 3rd day of February 2026 at The Municipal Complex, 900 West Bay Avenue, Barnegat, NJ.

Donna M. Manno, RMC
Municipal Clerk



TOWNSHIP OF BARNEGAT

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

VOUCHER

VENDOR # **#DE108**

P.O. 25-_____

PAYABLE
TO

HOVCARE, INC
4000 ROUTE 66
TINTON FALLS, NJ 07724

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

DATE	DESCRIPTION	AMOUNT
	RELEASE PERFORMANCE GUARANTEES	
	HOVCARE OF BARNEGAT	
	DOCKET: PB 00-18	
	ACCOUNT # 7200037577	
RES. 2025-	SITE 10% PERFORMANCE GUARANTEE	\$ 64,189.00
RES. 2025-	SEWER 10% PERFORMANCE GUARANTEE	\$ 348.00
RES. 2025-	WATER 10 % PERFORMANCE GUARANTEE	\$ 8,509.00
	ACCRUED BANK INTEREST	\$ 7,802.98
		\$ 80,848.98
	TOTAL	\$ 80,848.98

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties above 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.

X

SIGNATURE

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

PB00-18 CBD

\$ 64,189.00

PB00-18 CBD

\$ 348.00

PB00-18 CBD

\$ 8,509.00

PB00-18 CBD

\$ 7,802.98

The above claim was ordered paid at a meeting held:

Date

Municipal
Clerk

PAYMENT RECORD

Date

Official No.

APPROVED BY:

REFERENCE DESCRIPTION

NET AMOUNT

Vendor: DE108 HOVCARE, INC

PO: 25-02087 DESC: RELEASE PERFORMANCE PB00-18CBD
 INV: RES. 2025- AMT: 80,848.98
 PRJ: PB00-18CBD

RESO WAS NOT
 ON DEC. AGENDA

80,848.98

PO: 25-02088 DESC: REFUND- ESCROW BALANCE PB00-18
 INV: RES. 2025-404 AMT: 36,120.70
 PRJ: PB00-18INT PB00-18PBR PB00-18S
 PRJ: PB00-18W PB00-18WSR

36,120.70

Check Date: 12/02/25 Check Amount: \$****116,969.68

DETACH BEFORE DEPOSITING

THIS DOCUMENT HAS A COLORED BACKGROUND AND FLUORESCENT FIBERS • SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE • MISSING A FEATURE INDICATES A COPY



TOWNSHIP OF BARNEGAT

900 WEST BAY AVENUE
 BARNEGAT, NJ 08005



A TD Bank Company

No.

002506

DEVELOPERS ESCROW ACCOUNT

VOID AFTER 120 DAYS

DATE

CHECK NO.

AMOUNT

12/02/25

2506

\$****116,969.68

One Hundred Sixteen Thousand Nine Hundred Sixty Nine AND 68/100 Dollars

VOID

TO THE
ORDER
OF

HOVCARE, INC
 ONE HOVCHILD PLAZA
 4000 ROUTE 66
 TINTON FALLS, NJ 07753

⑈002506⑈ ⑆031201360⑆

6855072143⑈

RESOLUTION 2026-79

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE
OF NEW JERSEY AUTHORIZING REIMBURSEMENT
TO HOMEOWNER FOR MAILBOX THAT WAS DAMAGED BY A TOWNSHIP
VEHICLE DURING SNOW STORM**

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 Paula Savona, of 8 Dove Tree Court for the replacement/repair of their mailbox that was damaged by a Township Vehicle during snow storm of December 13, 2025

Paula Savona

\$ 75.00

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 Barnegat Township Committee at their regular meeting held on the 3rd day of February 2026 in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005

Donna M. Manno, RMC
Municipal Clerk



How doers
get more done.

197 ROUTE 72 MANAHAWKIN, NJ 08050
ROB JAKIUN STORE MANAGER 609-978-3600

0951 00002 35119
SALE CASHIER: JMA

045242531547 24 LF
EMPIRE 24" MACTH
090489150952 4X4
4X4-6" #2 PT W
890583002252 CRAFTSMAN BL <A> 79.97
CB-C CRAFTSMAN MAILBX & POST KIT BLK
764661111504 AK FASTSET <A>
50LB SAKRETE FAST-SET CONCRETE
207.47 14.94
030699305865 NUMBER <A>
4" NAIL ON PLASTIC #8 REFLECTIVE
202.98 5.96

SUBTOTAL 135.72
SALES TAX 8.99
TOTAL \$144.71

XXXXXXXXXXXX8878 DEBIT USD\$ 144.71

AUTH CODE 002227
Contactless Verified By PIN
AID A0000000980840 US DEBIT

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3925 SUMMARY
THIS RECEIPT PO/JOB NAME: supplies

2025 PRO XTRA SPEND 12/16: \$21,550.16

Get the CREDIT LINE your business needs
PLUS earn Perks 4X FASTER when you join
Pro Xtra, register & use your Pro Xtra
Credit Card. Apply and SAVE UP TO \$100.
Learn more at homedepot.com/credit

0951 12/17/25 04:13 PM



0951 02 35119 12/17/2025 3638

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 03/17/2026

RESOLUTION 2026-80

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING PROGRESS PAYMENT #53 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 #53 in the amount of \$153,580.90; 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 #53 in the amount of \$153,580.90 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 \$153,580.90 and the check to be made payable to Travelers Casualty and Surety Company of America representing Payment #53 for work completed on the New Municipal Building

Original Contract Sum:	\$ 12,964,000.00
<i>Net Change by Change Orders</i>	\$ 809,540.96
Contract Sum to date:	\$ 13,773,540.96

Total completed & stored to date:	\$ 13,559,202.63
Less Retainage of 2%:	\$ 271,184.05
Total earned less retainage:	\$ 13,288,018.58
Less Previous Cert of Payment	\$ 13,134,437.68
Total Payment #53 Due: (Payable to Travelers)	\$ 153,580.90

Balance to Finish including Retainage:	\$ 485,522.38
--	---------------

CERTIFICATION

I, Donna M. Manno, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, on February 3, 2026

Donna M. Manno, RMC
Municipal Clerk

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$12,964,000.00
2. NET CHANGE BY CHANGE ORDERS	\$809,540.96
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$13,773,540.96
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G7)	\$13,559,202.63
5. RETAINAGE:	
a. <u>2</u> % of Completed Work	\$271,184.05
b. <u>2</u> % of Stored Material	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$271,184.05

6. TOTAL EARNED LESS RETAINAGE	\$13,288,018.58
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMEN	\$13,134,437.68
(Line 6 from prior Certificate)	
1. CURRENT PAYMENT DUE	\$153,580.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$485,522.38
(Line 3 minus Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,058,657.67	(\$249,116.71)
Total approved this month		
	TOTAL	(\$249,116.71)
NET CHANGES by Change Order		\$809,540.96

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

CONTRACTOR: [Signature] By: [Signature] Date: 1/23/26
 State of NEW JERSEY
 County of ESSEX
 Subscribed and sworn to before me this 22 day of JANUARY 2026
 Notary Public: [Signature]
 My Commission expires: 2/27/29
 JUDITH A LUSCHER
 Notary Public, State of New Jersey
 Comm. # 2382126
 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: \$153,580.90
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm with the amount certified.)

ARCHITECT: [Signature] By: [Signature] Date: 1/23/26
 This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

A/A DOCUMENT 6703

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

APPLICATION NO: 53
APPLICATION DATE: 1.15.25
PERIOD TO: 12.31.25
ARCHITECT'S PROJECT NO: BMPC

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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)							
39	Demolition of Building	\$80,000.00	80,000.00				80,000.00	100.0%		\$1,600.00
40	Bituminous Surface Course	\$160,000.00	120,000.00				120,000.00	75.0%	\$40,000.00	\$2,400.00
41	Roadway/Parking Striping	\$7,000.00	5,250.00				5,250.00	75.0%	\$1,750.00	\$105.00
42	Temporary Paving	\$4,150.00	4,150.00				4,150.00	100.0%		\$83.00
43	Traffic Signage	\$1,800.00	1,350.00				1,350.00	75.0%	\$450.00	\$27.00
44	Benchies and Trash Receptacles	\$42,000.00	0.00		37,800.00		37,800.00	90.0%	\$4,200.00	\$756.00
45	Retaining Walls	\$9,000.00	9,000.00				9,000.00	100.0%		\$180.00
46	Curved Retaining Walls	\$9,000.00	9,000.00				9,000.00	100.0%		\$180.00
47	Sitework Closeout	\$2,000.00	0.00				0.00		\$2,000.00	\$0.00
48	Survey & Layout	\$11,100.00	7,500.00		2,823.00		10,323.00	93.0%	\$777.00	\$206.46
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	Demolition	\$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

CONTINUATION SHEET

AIA DOCUMENT G703

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

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

In tabulations below, amounts are in US dollars

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

AIA Document, G702™ – 1992, Application and Certification for Payment, or G732™ – 2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. In tabulations below, amounts are in US dollars. Use Column I on Contracts where variable retainate for line item may apply.										APPLICATION NO: 53		
										APPLICATION DATE: 1.15.25		
										PERIOD TO: 12.31.25		
										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								
114	Submittals	\$3,000.00	3,000.00			3,000.00	100.0%		\$60.00			
115	Exterior Sheathing Material	\$16,000.00	16,000.00			16,000.00	100.0%		\$320.00			
116	Exterior Sheathing Labor	\$30,000.00	30,000.00			30,000.00	100.0%		\$600.00			
117	Rough Carpentry Dimensional Lumber Material	\$37,000.00	37,000.00			37,000.00	100.0%		\$740.00			
118	Rough Carpentry Plywood Material	\$24,000.00	24,000.00			24,000.00	100.0%		\$480.00			
119	Rough Carpentry Labor	\$111,000.00	111,000.00			111,000.00	100.0%		\$2,220.00			
120	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 Vanites 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			

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 53
APPLICATION DATE: 1.15.25
PERIOD TO: 12.31.25
ARCHITECT'S PROJECT NO: BMPC

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G+C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
180	LVT Materials	\$10,000.00	10,000.00			10,000.00	100.0%		\$200.00
181	LVT Labor	\$3,000.00	1,998.00			1,998.00	66.6%	\$1,002.00	\$39.96
182	VCT Materials	\$7,500.00	7,500.00			7,500.00	100.0%		\$150.00
183	VCT Labor	\$7,500.00	7,500.00			7,500.00	100.0%		\$150.00
184	Interlocking Tiles Material	\$35,000.00	35,000.00			35,000.00	100.0%		\$700.00
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 Submaterials	\$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 Submaterials	\$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	\$9,343.85	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

CONTINUATION SHEET

AIA DOCUMENT G703

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In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainate for line item may apply

APPLICATION NO: 53
APPLICATION DATE: 1.15.25
PERIOD TO: 12.31.25
ARCHITECT'S PROJECT NO: BMPC

A	B	C	D		F	G		H	I
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			MATERIALS PRESENTLY STORED (NOT IN D OR E)			BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
249	ATC Rough	\$80,000.00	80,000.00			80,000.00	100.0%		\$1,500.00
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
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 Down Water piping Material	\$16,000.00	16,000.00			16,000.00	100.0%		\$320.00
264	AG Down 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	Steam Drain Material	\$14,000.00	14,000.00			14,000.00	100.0%		\$280.00
268	Steam 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

CONTINUATION SHEET

A/A DOCUMENT G703

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

APPLICATION NO: 53
APPLICATION DATE: 1.15.25
PERIOD TO: 12.31.25
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						
326	Closure	\$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	
	Base Contract Subtotal	12,964,000.00	12,604,083.87		142,186.74	0.00	98.3%	\$217,729.39	\$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	
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 Siderwork	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" Stump Discharge Pipe	4,118.29	4,118.29			4,118.29	100.0%		\$82.37	
337	BMPC CO #10 Remove U/G/GU Conc. Struct.	13,281.00	13,281.00			13,281.00	100.0%		\$265.62	
338	BMPC CO #11 Steel Framg 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	47,290.16		6,200.00	47,290.16	100.0%		\$945.80	
344	BMPC CO #17 Electrical Changes per Rev #8	3,588.87	3,588.87			3,588.87	100.0%		\$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 CFM'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 CFM'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	

CONTINUATION SHEET

A/A DOCUMENT G703

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

In tabulations below, amounts are in US dollars.

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

ATA Document, G702™ – 1992, Application and Certification for Payment, or G733™ – 2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.										APPLICATION NO: 53	
In tabulations below, amounts are in US dollars.										APPLICATION DATE: 1.15.25	
Use Column I on Contracts where variable retainage for line item may apply.										PERIOD TO: 12.31.25	
ARCHITECT'S PROJECT NO: BMPC										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							
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 SI	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)		
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	44,135.99			44,135.99	100.0%		\$882.72		
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		
419	BMPC CO #91 Sitework Credit PCOs 130, 131 & 132	(12,759.51)	(10,031.38)	(2,728.13)		(12,759.51)	100.0%		(\$255.19)		
420	BMPC CO #92 PCO #134 Seal and Plaque Credit	(3,104.96)	(3,104.96)			(3,104.96)	100.0%		(\$62.10)		
421	BMPC CO #93 PCO #136 Landscaping Credit	(4,077.36)	0.00	(675.00)		0.00	26.9%	(\$4,077.36)	\$0.00		
422	BMPC CO #94 PCO #125 Landscaping Credit	(2,506.12)	0.00	7,407.96		(675.00)	100.0%	(\$1,831.12)	(\$13.50)		
423	BMPC CO #95 PCO #137 River Rock	7,407.96	0.00	7,407.96		7,407.96	100.0%	\$148.16	\$148.16		
424	BMPC CO #96 SubEx Credit	(1,800.00)	0.00	(600.00)		(600.00)	33.3%	(\$1,200.00)	(\$12.00)		
Change Order Subtotal		808,565.44	798,403.56	14,528.46	0.00	812,932.02	100.5%	(4,366.58)	\$0.00		
GRAND TOTALS		13,772,565.44	13,402,487.43	156,715.20	0.00	13,559,202.63	98.5%	\$213,362.81	\$271,184.05		

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

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

STATE OF: New Jersey

COUNTY OF: Essex

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

EXCEPTIONS:

This applies to Payment Requisition No. 53 only.

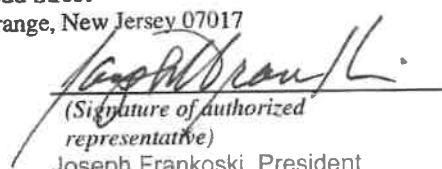
SUPPORTING DOCUMENTS ATTACHED HERETO:

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

**TOWNSHIP OF BARNEGAT**

900 WEST BAY AVENUE
BARNEGAT, NEW JERSEY 08005
FINANCE DEPT. TEL (609) 698-0080 EXT. 162 or 164

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

No. 20-02195

SHIP TO

BARNEGAT TOWNSHIP
FINANCE OFFICE
900 WEST BAY AVENUE
BARNEGAT, NJ 08005

VENDOR

VENDOR #: 00828

FRANKOSKI CONSTRUCTION CO.
314 DODD ST.
EAST ORANGE, NJ 07017

ORDER DATE: 10/07/20
REQUISITION NO: R2000914
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

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

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	MUNICIPAL BLDG PROJECT	C-04-55-963-904	12,964,000.0000	12,964,000.00
			TOTAL	12,964,000.00

**DO NOT ACCEPT THIS ORDER
UNLESS SIGNED BELOW**

I hereby certify the funds are
available and encumbered.

FINANCE OFFICER

DATE

VENDOR CERTIFICATION

I do solemnly declare and certify under the penalties of the 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 within 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.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

PLEASE READ VENDOR INSTRUCTIONS ON REVERSE SIDE

RECEIVER'S CERTIFICATE

Signature

Title

VOUCHER COPY - PLEASE SIGN AT X AND RETURN WITH INVOICE FOR PAYMENT TO THE SHIP TO DEPT.

RESOLUTION 2026-81

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,
STATE OF NEW JERSEY, AWARDING A CONTRACT TO DEL VEL
CHEMICAL FOR GREASE TRAPS TOTAL SYSTEM SOLUTION (PEAT) FOR
THE WATER & SEWER DEPARTMENT**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Township Administrator is hereby authorized to endorse a contract agreement with Del Vel Chemical Corp., P.O. Box 67, 250 Old Marlton Place, Medford, NJ 08055, for Total System Solution (PEAT) for the Barnegat Township Water & Sewer Department in the amount of \$15,000.00

BE IT FURTHER RESOLVED that the funds, in an amount not to exceed \$15,000.00, are hereby appropriated in the following line item appropriation(s), and is hereby certified by the Certified Municipal Finance Officer as of the adoption of this resolution.

Line Item: 6-09-55-500-031

: _____
Thomas Lombarski, CFO

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Barnegat Township Committee at their regular meeting held on the 3rd day of February 2026 in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005

Donna M. Manno, RMC
Municipal Clerk

MEMORANDUM

To: Tom Lombarski

Fr: Roger Budd

Date: November 25, 2025

Ref: Service Contract for Total System Solution (PEAT)

Cc: Donna Manno

Attached please find price quotes for the yearly contract for Total System Solution (PEAT).

Please put this on the agenda awarding the contract to Delvel Chemical in the amount of \$15,000.00.

If you have any questions please call me.

Regards,

Roger

TOWNSHIP OF BARNEGAT

SOLICITATION OF QUOTATION RECORD FORM for 2026

DEPARTMENT	WATER/SEWER UTILITIES	2026	REQUISITION #
ITEM	TOTAL SYSTEM SOLUTION (PEAT)		
OR			
SERVICE			
VENDOR NAME	DEL VEL CHEMICAL COMPANY	SOLICITATION (METHOD)	609-714-3030 EMAILED 10/30/2025
CONTACT INFO	LAUREN DELMASTRO 609-714-2424 mdelmastro@delvel.com	RESPONSE (METHOD)	EMAILED 11/5/2025
PRICE	150 PAILS @ \$100.00/pl = \$ 15000.00	DELIVERY CHARGE INCLUDED	
SPECIAL TERMS			
VENDOR NAME	JSH INTERNATIONAL	SOLICITATION (METHOD)	856-234-4921 EMAILED 10/30/2025
CONTACT INFO	Jim Taylor 99 Birchfield Dr. Mt. Laurel NJ jimt@jshinternational.net	RESPONSE (METHOD)	
PRICE	150 pails @	DELIVERY CHARGE	
SPECIAL TERMS	NO RESPONSE TO EMAIL 10/30/25 AND 11-19-25		
VENDOR NAME		SOLICITATION (METHOD)	
CONTACT INFO		RESPONSE (METHOD)	
PRICE		DELIVERY CHARGE	
SPECIAL TERMS			
<input type="checkbox"/> QUOTES NOT SOUGHT		<input type="checkbox"/> NOT AWARDED TO LOWEST QUOTE	
AWARDED TO:	DELVEL CHEMICAL CO.	COST: \$15,000.00 INCLUDES DEL.	
SPECIAL COMMENTS/			
EXPLANATION:			

SOLICITATION PERFORMED BY OR UNDER SUPERVISION OF:

NAME AND SIGNATURE OF CONTRACTING AGENT

DATE

****SEND TO FINANCE OFFICE WITH ATTACHMENTS****

RESOLUTION 2026-82

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AWARDING A CONTRACT TO KROFF CHEMICAL COMPANY FOR BACTERIA SUPPLEMENT FOR ODOR CONTROL AND DEGREASING OF THE 4TH STREET PUMP STATION FOR THE WATER & SEWER DEPARTMENT

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Township Administrator is hereby authorized to endorse a contract agreement with Kroff Chemical Company, One North Shore Center-Suite 450, 12 Federal Street, Pittsburgh PA 15212, for Bacteria Supplement for Odor Control and Degreasing for the 4th Street Pump Station for the Barnegat Township Water & Sewer Department in the amount not to exceed \$6,435.00 as of April 1, 2026 to March 31, 2027.

BE IT FURTHER RESOLVED that the funds, in an amount not to exceed \$6,435.00, are hereby appropriated in the following line item appropriation(s), and is hereby certified by the Certified Municipal Finance Officer as of the adoption of this resolution.

Line Item: 6-09-55-500-031

: _____
Thomas Lombarski, CFO

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat New Jersey on February 3, 2026

Donna M. Manno, RMC
Municipal Clerk

MEMORANDUM

To: Tom Lombarski
Fr: Roger Budd
Date: November 25, 2025
Ref: Service Contract for Odor Control
Cc: Donna Manno

Attached please find price quotes for the yearly contract for Odor Control for 4th Street Pump Station.

Please put this on the agenda awarding the contract to Kroff Chemical in the amount of \$107.25/gal, not to exceed \$6,435.00 or 12/5 gallon containers and \$300/yr for delivery.

If you have any questions please call me.

Regards,
Roger

**TOWNSHIP OF BARNEGAT - SOLICIATION OF QUATATION RECORD FORM
2026 - ODOR NEUTRALIZER**

DEPARTMENT	BARNEGAT UTILITIES	2026	REQUISITION #
ITEM OR SERVICE	EVANSCENT CLEAR NEUTRALIZER		
VENDOR NAME	KROFF CHEMICAL COMPANY	SOLICITATION (METHOD)	610-716-1820 emailed 10/30/2025
CONTACT INFO	BILL WENDEL 610-716-1820 bwendel@kroff.com	RESPONSE (METHOD)	emailed 10/30/2025
PRICE	\$536.25/5 gallon pail		
SPECIAL TERMS:	DELIVERY CHARGE: \$25 per 5 gal paid or \$300/year		
VENDOR NAME	BIOTRIAD	SOLICITATION (METHOD)	570-300-2323 EMAILED 10/30/2025
CONTACT INFO	Warren warren@biotriadusa.com	RESPONSE (METHOD)	EMAILED 11/20/2025
PRICE:	Responded after closing date with no information		DELIVERY CHARGE
SPECIAL TERMS:			
VENDOR NAME		SOLICITATION (METHOD)	
CONTACT INFO		RESPONSE (METHOD)	
PRICE		DELIVERY CHARGE	
SPECIAL TERMS			
<input type="checkbox"/> QUOTES NOT SOUGHT		<input type="checkbox"/> NOT AWARDED TO LOWEST QUOTE	
AWARDED TO:	KROFF CHEMICAL	COST: \$6,435.00	
SPECIAL COMMENTS/ EXPLANATION:	\$536.25/5-gallon pail DELIVERY CHARGE: \$25 per 5-gal paid or \$300/year		

SOLICITATION PERFORMED BY OR UNDER SUPERVISION OF: _____

NAME AND SIGNATURE OF CONTRACTING AGENT _____

DATE _____

****SEND TO FINANCE OFFICE WITH ATTACHMENTS****

RESOLUTION 2026-83

A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN AND STATE OF NEW JERSEY APPROPRIATING TRANSFERS DURING THE FIRST THREE MONTHS OF THE SUCCEEDING YEAR

WHEREAS, N.J.S.A. 40A:4-58 provides for appropriation transfers during the last two months of the fiscal year; and

WHEREAS, N.J.S.A. 40A:4-59 provides for appropriation transfers within the first three months of the succeeding year;

WHEREAS, the Township Committee of the Township of Barnegat desires to make certain transfers within the 2025 Current Fund and Water/Sewer Fund budget appropriation reserves,

NOW THEREFORE BE IT RESOLVED, that the following transfers be and are hereby made as per the attached schedule:

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing Resolution was duly adopted by the Township Committee of said Township at their meeting held on the 3rd day of February, 2026 in the Municipal Complex at 900 West Bay Avenue, Barnegat, New Jersey.

**Donna M. Manno , RMC
Municipal Clerk**

Recreation	
Other expenses	25,000.00
Legal	
Other expenses	30,000.00
Recycling	
Other expenses	10,000.00
Tax Collector	
Other expenses	6,000.00
Social Security	3,500.00
TOTAL	\$74,500.00

Streets & Roads	
Salaries & Wages	15,000.00
Landfill	
Other Expenses	12,000.00
Solid Waste	
Salaries & Wages	15,000.00
Buildings & Grounds	
Salaries & Wages	15,000.00
Vehicle Maintenance	
Salaries & Wages	15,000.00
Street Lighting	2,500.00
TOTAL	\$74,500.00

2025 WATER/SEWER FUND BUDGET RESERVE TRANSFERS: RES # 2026-81

Transfer Funds From:	
Water/Sewer	
Other expenses	25,000.00
TOTAL	\$25,000.00

Transfer Funds To:	
Water/Sewer	
Salaries & Wages	25,000.00
TOTAL	\$25,000.00

RESOLUTION 2026-84

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN STATE
OF NEW JERSEY, PROMOTING GEORGE SAYRE V FROM LABORER TO DRIVER
FOR THE PUBLIC WORKS DEPARTMENT**

WHEREAS, George Sayre V 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, George Sayre V possess a CDL license which is a requirement of the Public Works Driver position;

NOW, THEREFORE, BE IT RESOLVED, George Sayre V, shall be promoted by the Barnegat Township Committee from Laborer to Full Time Driver for the Public Works Department effective January 1, 2026 at the hourly rate consistent with the Teamsters P/W Union contract of \$25.82 hr.;

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 3rd day of February 2026.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2026-85

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN STATE OF NEW JERSEY, PROMOTING STACEY FAHRINGER FROM SPECIAL NEEDS RECREATION AIDE TO RECREATION SPECIALIST/ SPECIAL NEEDS PROGRAM FOR THE RECREATION DEPARTMENT EFFECTIVE JANUARY 5, 2026

WHEREAS, Stacey Fahringer has been a part time employee with the Township as a Special Needs Teacher/Rec Aide and has proven to be an exemplary employee; and

WHEREAS, the Township is in need of a Part-Time Recreation Specialist/Special Needs Program for the Recreation Department and promotes Stacey Fahringer to the position effective January 5, 2026 at a rate of pay of \$22.00 hr; now

BE IT RESOLVED, by the Township Committee of the Township of Barnegat, County of Ocean, New Jersey that Stacey Fahringer is hereby hired as a Part-Time Recreation Specialist/Special Needs as of January 5, 2026 at a starting rate of \$22.00 hr.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, on the 3rd day of February 2026

Donna Manno, RMC
Municipal Clerk

RESOLUTION 2026-86

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY UPDATING JOB DESCRIPTION, SENIOR TAX CLERK FOR THE TAX & UTILITIES COLLECTION 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 Senior Tax Clerk for the Tax & Utilities Collection Department is hereby updated and adopted and made part of the existing Barnegat Township Job Descriptions

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Barnegat Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue Barnegat NJ on the 3rd day of February, 2026

Donna M. Manno, RMC
Municipal Clerk

JOB DESCRIPTION

TITLE: Senior Tax Clerk

DEPARTMENT: Tax & Utilities Department

STATUS: Full Time

DATE: February 3, 2026

DESCRIPTION OF DUTIES:

Provides clerical support to assigned Department as specified. Duties generally include: Compilation of various records and reports, data entry, typing, performs basic arithmetic calculations, relates to public.

RESPONSIBILITIES

- Clerical support to Collections Department
- Regularly meets and greets public
- Collects and posts fees for taxes and/or water/sewer
- Balances cash draw, cash box, and deposits on a daily basis
- Balances premium account spreadsheets
- Operates computer systems and office related machinery.
- Gathers, collates, classifies, compiles information when necessary
- Maintains specified record keeping.
- Provides clerical support to co-workers as needed.
- Redeeming of outside and municipal liens
- All general office duties, i.e., phones, mail, filing, typing.
- Ability to understand, compute and explain the billing and interest of taxes.

SKILLS KNOWLEDGE AND ABILITIES

- Working knowledge of tax laws of State of New Jersey is required.
- Must be able to communicate effectively in a professional manner due to
- Must have aptitude for numbers and be accurate.
- Must be able to acquire Notary Status

EDUCATION REQUIREMENTS

- High School degree or equivalent
- Must work in Tax Office for no less than 1 year as Tax Clerk

SUPERVISION

- Deputy Tax Collector
- Tax Collector
- Township Administrator

RESOLUTION 2026-87

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY UPDATING JOB DESCRIPTION, DEPUTY TAX CLERK FOR THE TAX & UTILITIES COLLECTION 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 Deputy Tax Clerk for the Tax & Utilities Collection Department is hereby updated and adopted and made part of the existing Barnegat Township Job Descriptions

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Barnegat Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue Barnegat NJ on the 3rd day of February 2026

Donna M. Manno, RMC
Municipal Clerk

JOB DESCRIPTION

TITLE: Deputy Tax Collector

DEPARTMENT: Tax Collector

STATUS: FULL TIME (X) PART TIME ()

UPDATED: February 3, 2026

DESCRIPTION OF DUTIES

The Deputy Tax Collector is responsible for the overall day to day functions of the Tax Collectors Office. There is substantial contact, both-written and verbal, with taxpayers for the purpose of giving information and resolving problems. This position must be knowledgeable in New Jersey Tax Law.

RESPONSIBILITIES

- Assist in all aspects of collection and billing for Tax and Water/Sewer.
- Receives, Records, and posts all payments.
- Make bank deposits.
- Responsible for counter balancing.
- Creates, records, and updates cashbooks, and revenue books.
- Ensures all deposits are timely, accurate and delivered to correct financial institution.
- Update Tax Duplicate as information becomes available. (name, address and bank code changes)
- Preparing and mailing of tax bills & notices, as well as water/sewer bills and notices
- Mail and verification of Annual Post Tax Year Statements
- Verifying New Jersey Homestead Rebate lists as submitted by State.
- All general office duties i.e. answer phones, open mail, filing, etc.
- All general duties in relation to tax/water-sewer i.e. redemptions, work orders, billing register
- Responsible for setting up new water/sewer accounts, and walk routes
- Responsible for all functions in Collector's absense
- Assists with all aspects of the Annual Tax Sale
- Assist in Collectors monthly and year end reports for Tax and Utility
- Processes all correspondence and Resolutions for the Collector

SKILLS, KNOWLEDGE AND ABILITIES

- Working knowledge of the Tax Laws of the State of New Jersey.
- Must be able to communicate effectively in a professional manner due to heavy contact with public
- Must have an aptitude for numbers and be very accurate.
- Must be able to acquire Notary Status

EDUCATION REQUIREMENTS

- High School Degree or equivalent
- Certified Tax Collectors Certificate from the State of New Jersey
- Salary will be determined by the Township Administrator

SUPERVISION

- Tax Collector
- Township Administrator

RESOLUTION 2026-88

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING SUBMISSION OF A GRANT PROPOSAL TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FY26 LOCAL RECREATIONAL IMPROVEMENT GRANT PROGRAM BY BARNEGAT TOWNSHIP FOR PAVILION AT BARNEGAT MUNICIPAL DOCK

WHEREAS, the Barnegat Township desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$100,000 to complete a recreational pavilion at the Barnegat Municipal Dock located at 427 East Bay Avenue;

THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey;

- 1) That Barnegat Township does hereby authorize the application for the FY26 Local Recreational Improvements Grant Program; and
- 2) Recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between Barnegat Township and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorize Barnegat Township officials to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

Donna M. Manno, RMC
Municipal Clerk

Martin Lisella
Township Administrator

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat, NJ on the 3rd day of February 2026.

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION 2026-89

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, RESCINDING RESOLUTION 2026-57 WHICH APPROVED A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF OCEAN, COUNTY OF OCEAN, STATE OF NEW JERSEY FOR RECREATION DIRECTOR SERVICES

WHEREAS, per Resolution 2026-57, the Township of Barnegat ("Barnegat") had agreed to enter into a Shared Service Agreement with the Township of Ocean ("Ocean") to share services and reduce costs by working together to provide Jean Broadbent services as Recreation Director; and

WHEREAS, the Township of Ocean decided that they no longer wish to be part of a Shared Service Agreement for the services of Recreation Director; and

WHEREAS, per letter dated January 6, 2026, attached, and made part of said Resolution, it is the wish of the Township of Ocean to terminate the Interlocal Agreement by written notice with a final day of Shared Service with Jeanne Broadbent as Recreation Director as of January 31, 2026;

NOW, THEREFORE, BE IT RESOLVED, this 3rd day of February, 2026 by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. The Township Committee has accepted the wishes of the Township of Ocean to terminate Shared Service of the Recreation Director position and rescind Resolution 2026-57 effective January 31, 2026
 - a. Honorable Pasquale (Pat) Pippi, Mayor of Barnegat
 - b. New Jersey Department of Community Affairs
 - c. Honorable Ben LoParo, Mayor of Ocean Township
 - d. Martin Lisella, Administrator
 - e. Christopher Dasti, Esq.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Committee on the 3rd day of February, 2026.

Donna M. Manno, RMC
Municipal Clerk



50 RAILROAD AVENUE
WARETOWN, NJ 08758

PHONE: (609) 693-3302
FAX: (609) 693-9026

January 6, 2026

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

RE: Recreation Director/Shared Services
Notice of Termination

Dear Mr. Lisella:

Please be advised that the Township of Ocean is providing this notice with its intent to terminate the Interlocal Agreement for the position of Recreation Director.

Pursuant to the terms of the Interlocal Agreement, a ninety (90) day written notice is required for cancellation. However, if acceptable, the Township of Ocean respectfully requests that the agreement be concluded with a shortened notice period of thirty (30) days or less. Under this proposed timeline, the final day of the agreement would be January 31, 2026.

The payment of \$2,000 for the month of January will be acceptable. Alternatively, should you wish to terminate the shared services agreement immediately, no payment will be required. Please advise me how you wish to proceed.

Should you require any additional information or wish to discuss this matter further, please do not hesitate to contact us at 609-693-3302, ext. 233.

Sincerely,

Diane B. Ambrosio, RMC CMC CMR
Business Administrator

/dba

cc: Township Committee
Jeanne Broadbent, Recreation Director

RESOLUTION 2026-90

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

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

WHEREAS, the Township of Barnegat wishes to enter into a shared services agreement with the County of Ocean for Police Services for the Ocean County Narcotics Strike Force (hereinafter referred to as "NSF") from January 1, 2026 through December 31, 2026; and

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

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

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat, NJ 08005 on February 3, 2026.

Donna M. Manno, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2026, by and **BETWEEN: THE TOWNSHIP OF BARNEGAT**, a municipal corporation of the State of New Jersey, having its offices located on 900 W Bay Avenue, Barnegat, NJ, hereinafter referred to as “Municipality”.

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

WHEREAS, by Resolution of the Committee of The Township of Barnegat dated _____, 2026, authorization was given to enter into a Shared Services Agreement with the County of Ocean for Police services – **Ocean County Narcotics Strike Force** (hereinafter **referred to as “NSF”**); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **TERM:** This Agreement shall become effective on January 1, 2026 and shall continue in full force and effect until December 31, 2026.

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

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

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

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

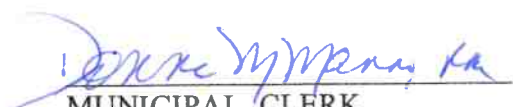
13. **ASSIGNABILITY:** The Municipality shall not assign or transfer any of the work or services to be performed hereunder or any other interest in this Agreement without the prior written approval of the County.

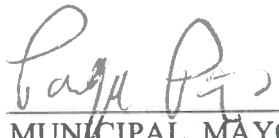
14. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement between the parties and no modification hereof shall be effective unless in writing, signed by the party to be charged therewith. This Agreement shall supersede any other understanding or correspondence that may have been exchanged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

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

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

ATTEST: TOWNSHIP OF BARNEGAT


MUNICIPAL, CLERK

BY: 
MUNICIPAL, MAYOR

ATTEST: OCEAN COUNTY PROSECUTOR'S OFFICE

PROSECUTOR'S OFFICE
SECRETARY

BY: _____
PROSECUTOR BRADLEY D. BILLHIMER
OCEAN COUNTY PROSECUTOR

ATTEST: COUNTY OF OCEAN

MICHELLE I. GUNTHER, CLERK

BY: FRANK SADEGHI
COMMISSIONER - DIRECTOR

RESOLUTION 2026-91

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

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

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

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

1. The Mayor or Administrator and Municipal Clerk of the Township of Barnegat are hereby authorized and directed to enter into and execute a Shared Services Agreement with the Ocean County Prosecutor's Office for the traffic safety program known as the F.A.S.T. Program for the term of January 1, 2026 to December 31, 2026.
2. A copy of this agreement is on file and available for public inspection at the Township Clerk's Office.
3. This Resolution shall take effect immediately upon passage.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at their meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat, NJ 08005 on February 3, 2026.

Donna M. Manno, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT

PROSECUTOR'S PROGRAM

THIS AGREEMENT made this _____ day of _____, 2026, by and **BETWEEN:**
THE Township of Barnegat a municipal corporation of the State of New Jersey, having its offices located at **900 West Bay Ave. Barnegat, New Jersey 08005**, hereinafter referred to as "Municipality". **AND: THE COUNTY OF OCEAN**, a body politic of the State of New Jersey, having its offices at the Administration Building, 101 Hooper Avenue, P.O. Box 2191, Toms River, New Jersey, 08754, hereinafter referred to as "County".

WHEREAS, resolution of the **Township of Barnegat**, dated _____ authorization was given to enter into an Shared Services Agreement with the County of Ocean Police services, **Prosecutor's Program** and

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

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

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

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

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

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

1. **DESIGNATION OF POLICE OFFICERS FOR ASSIGNMENT TO PROSECUTOR'S PROGRAM.** Upon request by the County, the Municipality shall designate those officers to be assigned to the PROSECUTOR'S PROGRAM and shall provide the County with a list of those officers.

SHARED SERVICES AGREEMENT

PROSECUTOR'S PROGRAM

2. **RESPONSIBILITIES OF MUNICIPALITY.** The Municipality agrees that it shall have the following responsibilities during the term of this Agreement:
 - (a) The Municipality will provide department in-service training to those officers assigned to the Prosecutor's Program.
 - (b) The Municipality will be responsible for conducting weapons qualifications for those officers assigned to the Prosecutor's Program.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees that it shall have the following responsibilities during the term of this Agreement.
 - (a) The County will forward to the Municipality a schedule of any training attended by or instructed by the officers assigned to the Prosecutor's Program.
 - (b) The County shall provide the Municipal Police Department with information on current Prosecutor's Program activities within the Municipality during scheduled briefings.
4. **COMPENSATION.** The County shall pay the officers department at the rate of fifty- five (\$55.00) per hour for their performed hereunder, with a minimum of four hours per callout. Upon exceeding four hours officers will be compensated for each additional hour worked at the aforementioned rate. It is the responsibility of the individual officer's department to pay any income tax or other taxes required to be paid from their salary received pursuant to this agreement.
5. **TERM.** This Agreement shall be retroactive from January 1, 2026 and shall continue in full force and effect until December 31, 2026.
6. **TERMINATION.** Either party to this Agreement may, be giving written notice to the other party, terminate this Agreement.
7. **RELATIONSHIP OF PARTIES.** The officers assigned to the Prosecutor's Office pursuant to this Agreement are not and shall not be considered agents or employees of the County.
8. **VIOLATIONS OF RULES AND REGULATIONS OF THE MUNICIPAL POLICE DEPARTMENT.** During the time of their assignment to the Prosecutor's Office, the officers shall continue to be governed by the rules and regulations of the Municipal Police Department.

SHARED SERVICES AGREEMENT

PROSECUTOR'S PROGRAM

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

9. **VIOLATIONS OF RULES AND REGULATIONS OF PROSECUTOR'S OFFICE.** The Prosecutor's Office shall assume responsibility for the actions of the officers during the period of their service in the Prosecutor's Program and shall handle disciplinary action for the violation of the rules and regulations of the Prosecutor's Office. In its discretion, the Prosecutor's Office shall investigate any alleged violations of its rules and regulations and violations of public trust. The Prosecutor's Office shall file a written report of any alleged violations with the Chief of Police of the Municipal Police Department, along with a report of the investigation, any conclusions reached and subsequent disciplinary action, if any.
10. **ASSIGNABILITY.** The Municipality shall not assign or transfer any of the work or services to be performed hereunder of any other interest in this Agreement without the prior written approval of the County.
11. **ENTIRE AGREEMENT,** This Agreement contains the entire Agreement between the parties and no modification hereof shall be effective unless in writing, signed by the party to be charged therewith. This Agreement shall supersede any other understanding or correspondence that may have been exchanged between the parties on the subject matter hereof.
12. **BINDING EFFECT.** This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the County and the Municipality, enforceable in accordance with its terms, and it shall inure to the benefit of the parties hereto and their successors and assigns.

SHARED SERVICES AGREEMENT

PROSECUTOR'S PROGRAM

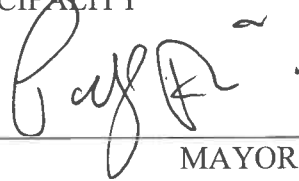
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and date first above written.

ATTEST:

MUNICIPALITY

CLERK

By:


MAYOR

ATTEST:

OCEAN COUNTY PROSECUTOR'S OFFICE

NANCY MONCRIEF

By:

BRADLEY D. BILLHIMER
COUNTY PROSECUTOR

ATTEST:

COUNTY OF OCEAN

MICHELLE I. GUNTHER
CLERK

By:

FRANK SADEGHI
DIRECTOR

BRADLEY D. BILLHIMER
Ocean County Prosecutor

CASEY M. LONG
Chief of Detectives



MICHAEL T. NOLAN JR.
First Assistant Prosecutor

MICHAEL WEATHERSTONE
Deputy First Assistant Prosecutor

OFFICE OF THE PROSECUTOR

Courthouse Annex Building
119 Hooper Avenue
P.O. Box 2191
Toms River, New Jersey 08754-2191
732-929-2027
www.OCPONJ.gov

January 13, 2026

Re: Shared Service Agreements
Prosecutor's Program FY 2026

Dear Mayor,

As you are probably aware, Ocean County routinely leads the state in traffic related fatalities. The Prosecutor's Program, also known as the Fatal Accident Support Team (F.A.S.T.), is a program that is aimed at investigating traffic crashes that result in serious injuries and/or fatalities in Ocean County. During times where additional manpower is needed for investigations and/or training, members of the F.A.S.T. will be called upon to assist. Officers will be paid by money in the Prosecutor's Program fund which has been designated by the Ocean County Prosecutor and Board of Commissioners.

Enclosed you will find three copies of the Shared Service Agreements covering police officers from your department who are involved in Prosecutor's Program (FAST).

Please review, **SIGN AND SEAL ALL 3 AGREEMENTS IN BLUE INK** and return all **ORIGINAL COPIES** to the undersigned by February 18, 2025. Also include a copy of your **LOCAL RESOLUTION WITH COUNTY SEAL** supporting these agreements.

If you have any questions on this matter, please feel free to contact me at 732-929-2027, extension 3024. Thank you for your assistance and timely response regarding this matter.

Respectfully,

Robert Parlow
Vehicular Homicide Unit

RESOLUTION 2026-92

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING A FOUR (4) YEAR AGREEMENT WITH THE OCEAN COUNTY BOARD OF HEALTH FOR USE OF ANIMAL HOUSING FACILITIES

WHEREAS, the Township of Barnegat is in need to utilize an animal shelter for the housing of lost or stray dogs and cats and for quarantine of biting animals; and

WHEREAS, the Township of Barnegat would like to authorize a Shared Service agreement with the Ocean County Board of Health per N.J.S.A 40A:65-1 et seq; and

WHEREAS, the Township finds it beneficial to the taxpayers of Barnegat to execute a four (4) year agreement with the Ocean County Health Department, which is here unto attached with set fee schedule;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey

1. That the Governing Body hereby authorizes the execution of the Shared Services Agreement with the Ocean County Board of Health for a four (4) year period from January 1, 2026 through December 31, 2029 as permitted by N.J.S.A.40A:65-1 et seq.
2. The Township Administrator, Township Mayor and the Municipal Clerk are hereby authorized and directed to execute such documents

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, on the 3rd day of February 2026

Donna M. Manno, RMC
Municipal Clerk

CONTRACT FOR ANIMAL FACILITY SERVICES

THIS AGREEMENT, made and entered into this ___ day of _____, 202_ and to be effective January 1, 2026, by and between the OCEAN COUNTY BOARD OF HEALTH, hereinafter referred to as the "Board", and the Township of Barnegat, 900 West Bay Ave., Barnegat, NJ 08005 hereinafter referred to as the "Municipality";

W I T N E S S E T H

WHEREAS, the parties having authorized and approved this Agreement; the Board by Resolution and the Municipality by Resolution duly adopted pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **ANIMAL FACILITY:** The Board shall allow the Municipality and other covered municipalities within Ocean County the utilization of an animal shelter or shelters for confining, receiving, housing, and distributing such animals accepted by the shelters, subject to State Law and the regulations and policies of the Ocean County Board of Health.
2. **STANDARDS OF GOVERNING FACILITY:** It is agreed and understood that any animal facility operated by the Board shall be in compliance with all statutory requirements and with all rules and regulations governing the sanitary conduct of operation, promulgated by the State Department of Health.
3. **SERVICES OF FACILITY:** In addition to operating the facility, the Board agrees to:
 - A. Hold all stray and lost dogs and cats received and delivered to the facility by the municipality in accordance with the laws concerning the same.
 - B. Hold all animals received involved in "bite" cases for the ten (10) days required for observation from the day on which the bite occurred and that any deviation from this procedure would only be as sanctioned by the State Department of Health.
 - C. Make provisions for receiving animals on a 24-hour, 7 day a week basis subject to reasonable rules and regulations of the facility concerning same. In the event of a hoarding situation, the Ocean County Board of Health reserves the right to determine which Ocean County Animal Facility the municipality shall transport animals to.
 - D. Provide all animals with humane treatment in conformity with the rules and regulations promulgated by the State Department of Health. All required records will be kept and be available for inspection by authorized officials of the Municipality.
 - E. Upon presentation of proper identification, accept any animals from municipal residents. When such animals are certified as being owned, the facility shall require, in writing, authorization for disposal of the animal. If the animal is certified as being a stray or lost

animal by municipal officials, the facility's personnel will enter it on the record and it will be included in the monthly report.

- F. Collect allowable costs and appropriate paperwork from owners of animals being reclaimed as provided by appropriate state rules, regulations, and statutes and Board policy.
- G. Hold dogs and/or cats seized or impounded by a municipal agent when the owner is known (or suspected) but has been arrested, hospitalized, evicted, otherwise incapacitated, or has died. Such animals will be impounded and held for 7 days providing the Municipality's Animal Control Officer (ACO) has given notice in writing to the owner (or next of kin if owner is deceased) as to the whereabouts of the animal and that the animal will be offered for adoption or humanely destroyed if it is not claimed within 7 days after the service of the notice. Animal Control shall have three (3) days after the impound date to provide a copy of the written notice pursuant to N.J.S.A. 4:19-15.16b or an administrative fee of \$8.00 dollars would be charged to the municipality. The municipality shall maintain the responsibility of transportation and care of the seized animal should it be injured or become ill before the notice is served or during the 7 days thereafter. In the case of lack of response from the owner, or indigence or death of the owner, the charge to the municipality would be the same as for a surrendered animal. If the animal is reclaimed, the fees shall be charged to the owner. This section would not be applicable for impoundment of dogs or cats seized pending court action.
- H. Accept dogs/cats surrendered to the Municipality's ACO due to incapacitation, incarceration, eviction, etc. of owner. The Municipality's ACO shall be responsible for securing the appropriate paperwork including the owner's signature relinquishing ownership, and history of any bite incidents involving the animal. Surrender fees that do not accompany the animal at the time of impoundment shall be charged to the municipality in accordance with the attached fee schedule. If the surrender fee is charged to the municipality, no additional charges for impoundment or disposition shall be incurred. The municipality shall be charged a daily fee if the animal is impounded prior to the provision of complete, signed paperwork.
- I. Hold dogs seized by the Municipality's Animal Control Officers pursuant to N.J.S.A. 4:19-19 et seq. (Vicious Dog Act), subject to availability of appropriate enclosure. Such dogs shall be held pending the hearing in municipal court and for up to 30 days thereafter, to afford the owner time to comply with requirements or to surrender the animal. If the animal is not ready for surrender or release by the 30th day following the hearing, the Municipality shall be responsible for transferring the animal to another facility for confinement. Fees shall be in accordance with the attached fee schedule. The Municipality shall retain the responsibility of transport and care of the seized animal should it become injured or ill and require care at a veterinary hospital.
- J. Accept obviously injured or ill, small, wild animals (less than 25lbs) for euthanasia and disposal during regular business hours if rehabilitation is not possible as determined by a veterinarian. If the shelter veterinarian or any other trained OCBH employee is unavailable, the animal shall not be accepted. Fees shall be in accordance with the attached fee schedule. Only the disposal fee shall be charged for deceased wildlife, which must be less than 25 pounds, accepted by the Board.

K. Preparation of specimens for rabies testing of dogs, cats, or small wild animals (less than 25lbs) that have exposed residents or require testing for other reasons approved by the Board. Euthanasia of a small wild animal will be done as part of this service. Dogs and cats shall be properly surrendered to the Board before this service is performed. This service will be available during regular business hours only, and fees shall be in accordance with the attached fee schedule. Fees for surrender or impoundment/disposal shall also apply.

4. **COST TO MUNICIPALITY:** For providing the above services, the Municipality agrees to pay the Board on a “fee for services” basis, in accordance with the Fee Schedule attached as part of this Agreement.

There will be no charge to the Municipality when a dog or cat is reclaimed by the owner, the cost being chargeable only to the owner.

Any fees related to “hoarding” cases (those with the surrender or seizure of 20 or more animals) unpaid by the owner 30 days after the disposition of the court case, shall be paid by the municipality.

5. **ANIMAL CONTROL AND TRANSPORTATION:** It is understood and agreed that the Municipality shall provide its own Animal Control personnel. The Ocean County Health Department is not responsible for the transportation of animals to the facility. Sick or injured animals must be taken directly to a veterinarian for veterinary care, not to the facility. The facility cannot accept sick or injured animals. Each party shall provide their own insurance for those liabilities incurred by this Agreement. After acceptance of the animal at the shelter, the County Board of Health shall be solely responsible and liable for the animal in its custody.
6. **METHOD OF PAYMENT BY MUNICIPALITY:** The Board or its agent shall submit periodically on written invoices, a billing for the charges as provided in Paragraph 4 and in accordance with the periodic reports to the Municipality. The Municipality shall then promptly cause their approval and payment within 45 days from date of submission.
7. **TERM OF AGREEMENT:** The contract shall be for a term of four (4) years, from January 1, 2026, through December 31, 2029. If either party desires to terminate this Agreement at least 90 days written notice must be provided. The fee schedule shall be set annually by the Board effective January 1 of each year and the municipality shall receive notice of changes by September 1 of the preceding year.
8. **EFFECTIVE DATE:** The effective date of the Agreement shall be immediately, upon the signing of said Agreement and after adoption by Resolution of the Ocean County Board of Health and the municipal governing body.

FEE SCHEDULE

<u>SERVICE</u>	<u>PARTICIPATING MUNICIPALITIES</u>
STRAY	FREE first 50 animals \$55.00 Each after first fifty
DISPOSAL	\$32.00 Each
WILDLIFE DOA DISPOSAL <25LBS.	\$32.00 Each (up to 25 lbs.)
DOG/CAT DOA DISPOSAL	\$32.00 Each
10-DAY QUARANTINE	\$150.00 – for a ten (10) day quarantine of biting animals plus \$4.00 each additional day thereafter
SURRENDER FEE – LESS THAN TWENTY ANIMALS	
DOG	\$65.00 Each
CAT	\$45.00 Each
SURRENDER FEE – MORE THAN TWENTY ANIMALS	
DOG	\$75.00 Each
CAT	\$50.00 Each
SEIZED ANIMALS – LESS THAN TWENTY ANIMALS	
ADMINISTRATION FEE	\$25.00 Each
DAILY FEE	\$15.00 Each
SEIZED ANIMALS – MORE THAN TWENTY ANIMALS	
ADMINISTRATION FEE	\$25.00 Each
DOG DAILY FEE	\$37.50 Each
CAT DAILY FEE	\$22.50 Each
PREPARATION OF SPECIMEN FOR RABIES TESTING	\$50.00 Each

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed by their respective proper officials on the date above first written.

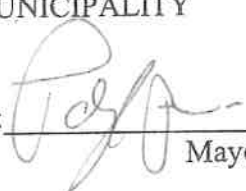
OCEAN COUNTY BOARD OF HEALTH

ATTEST: _____

By: _____
Chairman

MUNICIPALITY

ATTEST: _____

By:  _____
Mayor

RESOLUTION

18(26)

January 7, 2026

WHEREAS, the Ocean County Board of Health and the various municipalities, public bodies politic having determined that it is mutually beneficial to the taxpayers of Ocean County and the municipalities to share some costs of animal facility services required by each of those governmental entities and to be provided for by the Ocean County Board of Health; and

WHEREAS, the various municipalities can meet their obligations for animal facility services in conjunction with a Shared Service Agreement with the Ocean County Board of Health pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, the participating municipalities have indicated their desire to enter into such a Shared Service Agreement with the Ocean County Board of Health for the purpose of receiving animal facility services.

NOW, THEREFORE, BE IT RESOLVED by the Ocean County Board of Health, County of Ocean, State of New Jersey, as follows:

1. The Chairman of the Ocean County Board of Health is hereby authorized and directed to enter into and execute a four (4) year Shared Service Agreement with the municipalities listed below for the provision of animal facility services as more specifically set forth in an Agreement which is incorporated herein by reference and in accordance with the fee schedule set forth below.

Township of Ocean (Waretown)
Township of Barnegat

<u>SERVICE</u>	<u>FEE</u>
STRAY	FREE first 50 animals \$55.00 Each after first fifty
DISPOSAL	\$32.00 Each
WILDLIFE DOA DISPOSAL <25LBS.	\$32.00 Each (up to 25 lbs.)
DOG/CAT DOA DISPOSAL	\$32.00 Each
10-DAY QUARANTINE	\$150.00 – for a ten (10) day quarantine of biting animals plus \$4.00 each additional day thereafter

SURRENDER FEE - TWENTY OR FEWER ANIMALS

DOG \$65.00 Each

CAT \$45.00 Each

SURRENDER FEE – MORE THAN TWENTY ANIMALS

DOG \$75.00 Each

CAT \$50.00 Each

SEIZED ANIMALS - TWENTY OR FEWER ANIMALS

ADMIN FEE \$25.00 Each

DAILY FEE \$15.00 Each

SEIZED ANIMALS – MORE THAN TWENTY ANIMALS

ADMIN FEE \$25.00 Each

DOG DAILY FEE \$37.50 Each


CAT DAILY FEE \$22.50 Each

**PREPARATION OF
SPECIMEN FOR RABIES**

TESTING \$75.00 Each

2. A copy of said Agreement shall be kept on file and be available for public inspection at the office of the Ocean County Board of Health at 175 Sunset Avenue, Toms River, New Jersey.
3. This Agreement shall remain in full force and effect for a period of four (4) years, January 1, 2026, through December 31, 2029, as permitted by N.J.S.A. 40A:65-1 et seq.;
4. That a certified copy of this Resolution shall be forwarded to the above listed municipality, and Holman Frenia Allison, P.C. Auditors for the Ocean County Board of Health.

Name	Gupta	Hill	Kubiel	Laureigh	Mancini	Scaturro	Singer	Mallon
Ayes	✓		✓	✓		✓	✓	✓
Abstain					X			
Nays								
Absent		✓						


Secretary/Treasurer

RESOLUTION NO. 2026-93

**A RESOLUTION OF THE TOWNSHIP
COMMITTEE OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN AND STATE OF
NEW JERSEY AUTHORIZING EXECUTION OF A
DEVELOPER'S AGREEMENT**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (the "Township") is desirous of executing a developer's agreement with Walters Development Company, LLC ("Developer") and Earle Company ("Contractor") for property known as Ocean Acres, Phase 13 and Phase 15 ("the Property"); and

WHEREAS, the developer's agreement has been negotiated and prepared by the Township Engineer and is on file in the office of the Township Clerk and can be viewed during normal business hours; and

WHEREAS, the Township hereby is desirous of authorizing the Mayor to execute the developer's agreement.

NOW THEREFORE BE IT RESOLVED this 3rd day of February 2026 by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, and State of New Jersey as follows:

1. The Township hereby authorizes execution of the developer's agreement.
2. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:
 - (a) Pasquale (Pat) Pipi, Mayor
 - (b) Martin Lisella, Township Administrator
 - (c) Kurt J. Otto, P.E., Township Engineer
 - (e) Walters Development Company, LLC
 - (f) Earle Company
 - (g) Christopher J. Dasti, Esq., Township Attorney

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Barnegat Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue Barnegat NJ on the 3rd day of February 2026

Donna M. Manno, RMC
Municipal Clerk

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT, is made on Feb. 3, 2026, between the **TOWNSHIP OF BARNEGAT**, a municipal corporation in the County of Ocean, State of New Jersey, having its principal offices at 980 West Bay Avenue, Barnegat, New Jersey 08005 (hereinafter "Township"), **WALTERS DEVELOPMENT CO., LLC**, having its offices at 500 Barnegat Boulevard N., Bldg. 100, Barnegat, New Jersey 08005 (hereinafter "Walters"), **MARK MADISON, LLC**, a having its offices ats 500 Barnegat Boulevard N., Bldg. 100, Barnegat, New Jersey 08005 (hereinafter "Madison" and, together with Walters, "Developer"), and **EARLE COMPANY**, having its offices at 1800 Route 34, Building 2, Suite 205, Wall, NJ 07719 (hereinafter "Contractor").

FACTUAL RECITALS

WHEREAS, the Developer is the developer of property, Ocean Acres Phase 13, otherwise known as Block 92.25, Lots 4, 5, 6, 7, 8, 9, 10.01, 11.01, 12, 13, 14, 15, 16, 17, 18, 19; Block 92.26, Lots 3, 4, 5, 6, 7.01, 8.01, 9, 10.01, 11.01, 12.01, 13.01, 14, 15, 16; Block 92.27, Lots 15, 16, 17, 18, 19, 20; Block 92.28, Lots 1, 12, 13, 14, 15, 16, 17, 18, 19, 20; Block 92.29, Lots 1, 13; and Block 92.30, Lots 1, 2.01, 3.01, and 4.01 on the Tax Map of the Township of Barnegat.

WHEREAS, the Developer is the developer of property, Ocean Acres Phase 15, otherwise known as Block 92.42, Lots 10, 11.01, 12.01; Block 92.43, Lots 4, 5, 6, 7, 8, 9, 11.01, 12.01, 13, 14, 15, 16; Block 92.44, Lots 6, 7, 8, 9.01, 10.01, 11, 12; Block 92.45, Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21 on the Tax Map of the Township of Barnegat.

WHEREAS together both Phase 13 and Phase 15 constitute the Project (hereinafter "Project") subject to this Developer's Agreement.

WHEREAS, Madison is the developer of the Project pursuant to certain municipal resolutions and prior developer's agreements with the Township.

WHEREAS, Walters has posted certain performance guarantees in connection with the development of the Project.

WHEREAS, prior agreements and Resolutions between the parties require the Contractor to provide sanitary sewer system improvements for the Project.

WHEREAS, the parties are in dispute over the sanitary sewer improvements constructed by Contractor on the Project and intend to resolve those disputes through this Agreement.

NOW, THEREFORE, BE IT RESOLVED on this 3 day of February **2026**, in consideration of the mutual covenants and agreements set forth herein and receipt of consideration **One Dollar and Zero Cents (\$1.00)** lawful money of the United States of America, the parties hereby agree as follows:

1. **Non-Refundable Payment.** , The Contractor shall make a cash payment to the Township in the amount of \$350,000.00. This payment is non-refundable and is made in lieu of the Contractor providing future jetting and video services for the Project..

2. **Construction Maintenance Bonds.** The Contractor shall obtain two (2) consecutive five (5) year maintenance bonds for the Project's sanitary sewer improvements. The form of such maintenance bonds shall be subject to approval by the appropriate professional staff of the Township.

3. **Developer Responsibility.** Upon the Contractor's satisfaction of the obligations set forth in Sections 1 and 2 of this Agreement, the Developer shall be released from all liability and further responsibility for any and all matters relating to the Project's sanitary sewer improvements and infrastructure. The Developer shall otherwise proceed with the completion of

the Project in accordance with its approvals, any Resolutions issued by the Township, and any prior agreements between the Developer and Township. After the Developer completes the top coat of streets within the Project and completes any outstanding punchlist requirements, the Township shall release all performance bonds posted by the Developer in connection with the Project. The Developer shall have no obligation to post any maintenance bond(s) relating to the Project's sanitary sewer improvements.

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

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

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

7. This Agreement shall inure to the benefit of and be binding upon the successors

and assigns of the respective parties hereto.

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

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

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

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

where the context and the nature of the approvals require.

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

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

Signature Pages to Follow

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

ATTEST:

Donna M. Manno, Clerk

TOWNSHIP OF BARNEGAT

BY: _____
Pasquale Pipi, Mayor

ATTEST:

WALTERS DEVELOPMENT CO.

BY: _____

ATTEST:

MARK MADISON, LLC

BY: _____

ATTEST:

EARLE COMPANY

BY: _____

[illegible]

I CERTIFY that on _____ 2026, PASQUALE PIPI personally came before me and the acknowledged under oath, to my satisfaction, that:

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

Date:

Notary Public of the State of New Jersey

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

I CERTIFY that on _____ 2026 , _____ personally came before me
and the acknowledged under oath, to my satisfaction, that:

- (a) He is the _____ of Walters Development Co.;
- (b) He is authorized to sign this document; and
- (c) He signed and delivered this document as his act and deed.

Date:

Notary Public of the State of New Jersey

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

I CERTIFY that on _____ 2026, _____ personally came before me
and the acknowledged under oath, to my satisfaction, that:

- (a) He is the _____ of Earle Company;
- (b) He is authorized to sign this document; and
- (c) He signed and delivered this document as his act and deed.

Date:

Notary Public of the State of New Jersey

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
Brandon S. Straight

*Also admitted in NY

File No.: GL-3840

January 16, 2026

Via Email

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

**Re: Agreement Between the Township of Barnegat Earle Construction Settlement
re: OA 13 & 15 Sewer Pipe Installation**

Dear Donna:

Attached is the final Earle Agreement. I previously sent you the Resolution authorizing execution of same. It can be placed on the next Township Committee Meeting agenda.

Once the Mayor signs same, please certify.

Very truly yours,

s/Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD:cd

Enclosures

cc: Kurt Otto, PE, Township Engineer - via email
Martin Lisella, Township Administrator - via email
Alfonso Cirulli, Mayor – via email
Elizabeth Lovenberg – via email

RESOLUTION NO. 2026-94

**A RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY
CONSENTING TO LONG BEACH RV RESORT,
BLOCK 87, LOT 9 AND BLOCK 90, LOT 14.01 WATER
QUALITY MANAGEMENT PLAN**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey ("the Township") received a request from Long Beach RV Resort, the owner/operator of Block 87, Lot 9 and Block 90, Lot 14.01 requesting consent for a proposed Water Quality Management Plan ("WQMP") Amendment ; and

WHEREAS, the New Jersey Quality and Management Planning rule, N.J.A.C. 7:15-3.5(g) et seq., requires that an Amendment to the Water Quality Management Plan be consented to from the governmental entity; and

WHEREAS, the Township has received a request and reviewed same; and

WHEREAS, the Township is desirous in consenting to the amendment.

NOW THEREFORE BE IT RESOLVED on this 3rd day of February 2026, 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 consents to Long Beach RV Resort's Amendment to the Water Quality Management Plan, and this consent is submitted in accordance with NJDEP regulation N.J.A.C. 7:15-3.5(g).

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

- (a) Pasquale Papi, Mayor
- (b) Kurt J. Otto, P.E., Township Engineer
- (c) Roger Budd, Water/Sewer Utility Supervisor
- (d) William Harrison, Esq., Attorney for Long Beach RV Resort
- (e) Christopher J. Dasti, Esq., Township Attorney

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Barnegat Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue Barnegat NJ on the 3rd day of February, 2026

Donna M. Manno, RMC
Municipal Clerk

DASTI & STAIGER

Christopher J. Dasti
Lauren R. Staiger

ATTORNEYS AT LAW

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

☎: 609-549-8990

✉: 609-549-5043

DastiLaw.com

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

*Also admitted in NY

File No.: GL-3954

January 28, 2026

Via Email

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

RE: Resolution Consenting to Water Quality Management Plan Amendment for
Long Beach RV Resort

Dear Ms. Manno:

Enclosed please a resolution for consideration by the governing body. The resolution authorizes an amendment to the Water Quality Management Plan for Long Beach RV Resort. If the resolution is acceptable, it can be placed on the agenda for the next Township Committee meeting.

Thank you for your attention to the foregoing.

Very truly yours,

s/Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD:ll
Enclosures

RESOLUTION NO. 2026-95

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY SUPPORTING REVOLUTIONNJ AS THEY COORDINATE THE COMMEMORATION OF THE 250TH ANNIVERSARY OF THE FOUNDING OF THE UNITED STATES OF AMERICA

WHEREAS, the State of New Jersey created RevolutionNJ in 2018 to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the founding of the United States, New Jersey's pivotal role in the American Revolution, and the contributions of its diverse peoples to the nation's past, present, and future; and

WHEREAS, the New Jersey Historical Commission, with its non-profit partner Crossroads of the American Revolution established RevolutionNJ to advance the role that history plays in public discourse, community engagement, education, tourism, and scholarship in New Jersey; and

WHEREAS, RevolutionNJ will engage New Jerseyans in all 21 counties and 564 municipalities through its officially recognized programs, initiatives, and events over the next ten years; and

WHEREAS, it is fitting and desirable that we commemorate the beginning of the Nation and the role New Jersey played over the past 250 years as well as its present and future role as part of the United States, with particular focus on the individuals, ideas, and events that shaped our Country, State, and Township and

WHEREAS, RevolutionNJ will consider the role New Jersey played during the American Revolution when it saw more battles and skirmishes than any other state and was truly the Crossroads of the American Revolution; and

WHEREAS, RevolutionNJ will highlight the role New Jerseyans played beyond the battlefield during the American Revolution when people of diverse backgrounds contributed to the development of the State and the Nation in various ways and fought for the right to life, liberty, and the pursuit of happiness; and

WHEREAS, preserving, studying, and enjoying state history strengthens communities and builds bonds between New Jersey residents as we work together toward the goals of justice and equality embedded in the United States Constitution.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Barnegat hereby endorses RevolutionNJ and its mission to advance the role that history plays in public discourse, community engagement, education, tourism and scholarship in New Jersey.

BE IT IS FURTHER RESOLVED that:

1. The Barnegat Township Committee commemorates the 250th anniversary of the establishment of the United States as an independent Nation.
2. The Resolution is adopted this date, February 3, 2026 in support of RevolutionNJ as they highlight the role New Jerseyans played in the development of the founding of the United States.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Barnegat Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue Barnegat NJ on the 3rd day of February, 2026

Donna M. Manno, RMC
Municipal Clerk

RESOLUTION NO. 2026-96

**A RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN AND STATE OF NEW JERSEY
GRANTING PRELIMINARY SANITARY SEWER SYSTEM
FACILITIES APPROVAL TO SHNITZLE BUILDERS FOR 26
SOUTH MAIN STREET OTHERWISE KNOWN AS
BLOCK 265, LOT 3**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (“the Township”) has received an application for preliminary sanitary sewer system facilities approval from Shnitzle Builders (“the Applicant”) for property known as Block 265, Lot 3 in the Township of Barnegat, otherwise known as 26 South Main Street (Route 9), Barnegat, New Jersey (“the Property”); and

WHEREAS, the Township’s Engineer Kurt J. Otto, P.E., has reviewed the application, issued a review memorandum dated January 6, 2026, a copy of which is attached hereto and made a part hereof, recommending preliminary sanitary sewer systems facilities approval subject to the conditions set forth in the review memorandum; and

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

NOW THEREFORE BE IT RESOLVED this 3rd day of February, 2026, 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 grants preliminary sanitary sewer system facilities approval subject to the Applicant satisfying the conditions set forth in the January 6, 2026, 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) Pasquale Pipi, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Kurt J. Otto, P.E., Township Engineer
- (d) Stacey Cole, Planning Board Secretary
- (e) Jason Worth, P.E., Zoning Board Engineer
- (f) Roger Budd, Water/Sewer Utility Supervisor
- (g) Christine Roessner, Finance Department
- (h) Josip Medic, P.E., Builder
- (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 February 3, 2026 a quorum being present and voting in the majority.

Donna M. Manno, RMC
Municipal Clerk

DASTI & STAIGER

Christopher J. Dasti
Lauren R. Staiger

ATTORNEYS AT LAW

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

609-549-8990
609-549-5043

DastiLaw.com

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

*Also admitted in NY

GL-3899

January 7, 2026

Via Email

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

**Re: Resolution Granting Preliminary Sewer System Facilities to Shnizle Builders
for Block 265, Lot 3**

Dear Donna:

Enclosed please find resolutions with regard to the above-referenced matter. 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:cd

Enclosures

cc: Pasquale Pipi, Mayor -via email
Martin Lisella, Township Administrator-via email
Kurt J. Otto, PE, Township Engineer-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
Josip Medic, P.E., Builder -via email

RESOLUTION NO. 2026-97

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF
THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN
AND STATE OF NEW JERSEY AWARDING THE BID
FOR THE FY2025 NJDOT MUNICIPAL AID
IMPROVEMENTS TO FIRST STREET TO SWIFT &
SON INC.**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (“the Township”) has advertised a project known as the FY2025 NJDOT Municipal Aid Improvements to First Street Project (“the Project”); and

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

WHEREAS, in response to the solicitation of bids, the following bids were received:

Contractor:	<u>Total Bid</u> (Base Bid + Alt. Bid ‘A’ + Alt. Bid ‘B’):
1. Swift & Son Inc.	\$469,924.29
2. Earle Asphalt Company	\$487,113.13
3. Fiore Paving Co., Inc.	\$525,702.14
4. Seacoast Construction Inc.	\$530,839.01
5. Think Pavers	*\$576,260.00

*A math error was found in the bid for the Base Bid submitted by Think Pavers. This error had no impact on the overall results of the bids received.

; and

WHEREAS, the Township’s Consulting Engineer Morgan Municipal Engineering Services issued a review memorandum dated January 27, 2026, a copy of which is attached hereto and made a part hereof, recommending award of the bid to the lowest responsive bidder Swift & Son Inc. for a total bid of \$469,924.29; and

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

NOW THEREFORE BE IT RESOLVED on this 3rd day of February 2026, 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 awards the bid for the FY2025 NJDOT Municipal Aid Improvement Project to Swift & Son Inc. for a total bid of \$469,924.29. The bid is awarded subject to the Township receiving an NJDOT Municipal Aid Grant Award in the amount of \$308,818.00.

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

- (a) Mayor Pasquale Pipi
- (b) Martin Lisella, Township Administrator
- (c) Thomas Lombarski, CFO
- (d) Christine Roessner, Finance Department
- (e) Kurt P. Otto, Township Engineer
- (f) Mike Ball, Director of Public Works
- (g) Christopher J. Dasti, Esq., Township Attorney
- (h) All Bidders

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on February 3, 2026, a quorum being present and voting in the majority.

DASTI & STAIGER
ATTORNEYS AT LAW
310 Lacey Road | P.O. Box 779
Forked River, NJ 08731

Donna M. Manno, RMC
Municipal Clerk

Prepared by:

DASTI & STAIGER, P.C.

January 27, 2026

Via Email & Regular Mail

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

Re: *Recommendation of Award*
FY2025 NJDOT Municipal Aid Improvements to First Street
Township of Barnegat, Ocean County, NJ
Morgan Municipal Project No. BARN-25-01

Dear Mayor & Council:

On January 15, 2026, the Township received bids for the project entitled "FY2025 NJDOT Municipal Aid Improvements to First Street". Five (5) bids were received, and the summary of the bids is as follows:

Contractor:	Total Bid (Base Bid + Alt. Bid 'A' + Alt. Bid 'B'):
1. Swift & Son Inc.	\$469,924.29
2. Earle Asphalt Company	\$487,113.13
3. Fiore Paving Co., Inc.	\$525,702.14
4. Seacoast Construction Inc.	\$530,839.01
5. Think Pavers	*\$576,260.00

***A math error was found in the bid for the Base Bid submitted by Think Pavers. This error had no impact on the overall results of the bids received.**

The low bidders, **Swift & Son, Inc.**, have worked in the area and their work meets all standards.

It is my understanding the amount of monies available to fund this project will permit award of the **Base Bid, Alternate Bid 'A', and Alternate Bid 'B', to Swift & Son, Inc., in the total amount of \$469,924.29** subject to certification of funds by Tom Lombarski, CFO.

Please note an NJDOT Municipal Aid Grant amount was awarded for this project in the amount of \$308,818.00. This award is also subject legal review from Township Attorney, Christopher Dasti, concurrence of award from NJDOT and the governing body specifically approving the bid specification, design and plans.

The original bids are being returned under copy of this letter to Municipal Clerk, Donna Manno.

By copy of this letter I am forwarding a copy of the summary of bids to Borough Attorney Dasti for his use in preparing a resolution of award. I would also ask Mr. Dasti that if all is in order that he prepare the contracts once the certification of funds is issued so we may proceed in a timely manner.

January 27, 2026

Le: Mayor & Township Council
Re: *Recommendation of Award*
FY2025 NJDOT Municipal Aid Improvements to First Street
Township of Barnegat, Ocean County, NJ
Morgan Municipal Project No. BARN-25-01

Respectfully submitted,



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

MJR/ZA/cja

CC: Pasquale Pipi, Mayor
Donna Manno, Township Clerk **w/original bids, Bid Tally**
Tom Lombarski, Township CFO **w/Bid Tally**
Christopher Dasti, Esq., Township Attorney **w/copy Bid Tally**
Michael Ball, Township Director of Public Works
Kurt Otto, Township Engineer
NJDOT, c/o Swarna Vemuri, **w/Bid Tally**

X:\Municipal Projects\BARN\BARN-25-01 - FY2025 NJDOT MA Improvements to First Street\P2 - BID - 04 - Award\01 - Recommendation of Award\FY2025 NJDOT Project_BARN-25-01.docx

BID TALLY SHEET													
DATE: January 15, 2026													
FY 2025 NJDOT MA Improvements to First Street													
BARN-25-01													
Township of Barnegat													
Ocean County, NJ													
ITEM NO.	DESCRIPTION	APPROX.		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
		UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
BASE BID													
1	INLET FILTER, TYPE 2, 2" X 4"	UNIT	9										
2	TRAFFIC DIRECTOR, FLAGGER (ROADWAY MILLING & PAVING)	HOUR	75	\$0.01	\$0.09	\$0.01	\$0.09	\$0.01	\$0.09	\$0.01	\$0.09	\$0.01	\$0.09
3	TRAFFIC DIRECTOR, UNIFORMED POLICE OFFICER	HOUR	350	\$130.00	\$45,500.00	\$130.00	\$45,500.00	\$130.00	\$45,500.00	\$130.00	\$45,500.00	\$130.00	\$45,500.00
4	BREAKAWAY BARRICADE	UNIT	5	\$1.00	\$5.00	\$0.01	\$0.05	\$0.01	\$0.05	\$0.01	\$0.05	\$0.01	\$0.05
5	DRUM	UNIT	50	\$1.00	\$50.00	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
6	TRAFFIC CONE	UNIT	100	\$1.00	\$100.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00
7	CONSTRUCTION SIGNS (G20-2A)	SF	80	\$1.00	\$80.00	\$0.01	\$0.80	\$0.01	\$0.80	\$0.01	\$0.80	\$0.01	\$0.80
8	CONSTRUCTION SIGNS (W30-1)	SF	80	\$1.00	\$80.00	\$0.01	\$0.80	\$0.01	\$0.80	\$0.01	\$0.80	\$0.01	\$0.80
9	PORTABLE VARIABLE MESSAGE SIGN	UNIT	3	\$500.00	\$1,500.00	\$0.01	\$0.03	\$800.00	\$2,400.00	\$0.01	\$0.03	\$0.01	\$0.03
10	FUEL PRICE ADJUSTMENT	DOLLARS	5,000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
11	ASPHALT PRICE ADJUSTMENT	DOLLARS	5,000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
12	CLEARING SITE	LS	1	\$33,000.00	\$33,000.00	\$19,944.46	\$19,944.46	\$38,000.00	\$38,000.00	\$30,000.00	\$30,000.00	\$118,999.13	\$118,999.13
13	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK (IF & WHERE	SY	530	\$5.00	\$2,650.00	\$0.01	\$5.30	\$2.50	\$1,325.00	\$0.01	\$5.30	\$18.00	\$9,540.00
14	HMA MILLING, 3" OR LESS	SY	6,660	\$1.00	\$6,660.00	\$4.00	\$26,640.00	\$4.00	\$26,640.00	\$4.15	\$27,639.00	\$4.51	\$30,036.60
15	POLYMERIZED JOINT ADHESIVE	LF	115	\$25.00	\$2,875.00	\$0.01	\$1.15	\$2.00	\$230.00	\$3.00	\$345.00	\$4.00	\$460.00
16	TACK COAT, 64-22	GAL	1,005	\$0.01	\$10.05	\$0.01	\$10.05	\$0.01	\$10.05	\$4.00	\$4,020.00	\$0.01	\$10.05
17	HMA 9.5M44 SURFACE COURSE, 2" THICK	TON	800	\$100.00	\$80,000.00	\$110.00	\$88,000.00	\$100.00	\$80,000.00	\$110.00	\$88,000.00	\$80.00	\$64,000.00
18	HMA 19M44 BASE COURSE, 4" THICK	TON	115	\$252.00	\$34,020.00	\$0.01	\$1.15	\$100.00	\$13,500.00	\$110.00	\$14,850.00	\$80.00	\$10,800.00
19	BICYCLE SAFE GRATE	UNIT	9	\$250.00	\$2,250.00	\$550.00	\$4,950.00	\$450.00	\$4,050.00	\$550.00	\$4,950.00	\$370.00	\$3,330.00
20	CURB PIECE, TYPE N/ECO	UNIT	9	\$500.00	\$4,500.00	\$650.00	\$5,850.00	\$450.00	\$4,050.00	\$550.00	\$4,950.00	\$370.00	\$3,330.00
21	RECONSTRUCTED STORM INLET, TYPE 'B', USING EXISTING CASTING (IF & WHERE DIRECTED)	UNIT	9	\$500.00	\$4,500.00	\$1,500.00	\$13,500.00	\$1,500.00	\$13,500.00	\$0.01	\$0.09	\$0.01	\$0.09
22	CONCRETE DRIVEWAY APRON, REINFORCED, 6" THICK	SY	55	\$125.00	\$6,875.00	\$145.00	\$7,975.00	\$130.00	\$7,150.00	\$125.00	\$6,875.00	\$80.00	\$4,400.00
23	CONCRETE SIDEWALK, 4" THICK	SY	900	\$100.00	\$90,000.00	\$105.00	\$94,500.00	\$110.00	\$99,000.00	\$99.00	\$89,100.00	\$100.00	\$90,000.00
24	DETECTABLE WARNING SURFACE	SY	10	\$100.00	\$1,000.00	\$275.00	\$2,750.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$325.00	\$3,250.00
25	6" X 8" IN CONCRETE VERTICAL CURB	LF	350	\$15.00	\$5,250.00	\$45.00	\$15,750.00	\$50.00	\$17,500.00	\$40.00	\$14,000.00	\$54.00	\$18,900.00
26	TRAFFIC STRIPING, LONG LIFE, EPOXY RESIN, 4"	LF	100	\$5.00	\$500.00	\$3.25	\$325.00	\$3.33	\$333.00	\$1.90	\$190.00	\$3.34	\$334.00
27	TRAFFIC MARKINGS, THERMOPLASTIC, 24"	LF	140	\$12.00	\$1,680.00	\$19.50	\$2,730.00	\$20.20	\$2,828.00	\$11.40	\$1,596.00	\$18.50	\$2,590.00
28	REGULATORY AND WARNING SIGN, STOP SIGN (R1-1)	UNIT	2	\$250.00	\$500.00	\$275.00	\$550.00	\$400.00	\$800.00	\$265.00	\$530.00	\$2.00	\$4.00
29	REGULATORY AND WARNING SIGN, SPEED LIMIT (R2-1)	UNIT	2	\$200.00	\$400.00	\$225.00	\$450.00	\$400.00	\$800.00	\$260.00	\$520.00	\$230.00	\$460.00
30	REGULATORY AND WARNING SIGN, SLOW CHILDREN AT PLAY SIGN (W8-13)	UNIT	2	\$200.00	\$400.00	\$225.00	\$450.00	\$400.00	\$800.00	\$260.00	\$520.00	\$230.00	\$460.00
31	TOPSOILING, 5" THICK	SY	1,340	\$2.00	\$2,680.00	\$10.00	\$13,400.00	\$6.00	\$8,040.00	\$10.00	\$13,400.00	\$22.00	\$29,480.00
32	FERTILIZING AND SEEDING, TYPE G	SY	1,340	\$2.00	\$2,680.00	\$0.01	\$13.40	\$2.00	\$2,680.00	\$4.00	\$5,360.00	\$0.01	\$13.40
33	STRAW MULCHING	SY	1,340	\$0.01	\$13.40	\$0.01	\$13.40	\$1.00	\$1,340.00	\$1.00	\$1,340.00	\$0.01	\$13.40
34	SANITARY SEWER MANHOLE LINING, 15' DEEP OR LESS	UNIT	4	\$4,000.00	\$16,000.00	\$4,500.00	\$18,000.00	\$5,500.00	\$22,000.00	\$17,500.00	\$70,000.00	\$4,500.00	\$18,000.00
35	MISCELLANEOUS WORK ALLOWANCE	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
TOTAL BASE BID				\$405,509.29		\$416,313.13		\$450,480.04		\$463,694.41		\$492,213.00	
												Think Pavers 125 Kings Highway Mount Royal, NJ 08061	

I hereby certify that this is a true copy of bids received on January 15, 2026.



Mark Rohmeyer, P.E. Consulting Engineer

BID TALLY SHEET DATE January 15, 2026 FY2025 NJDOT MA Improvements to First Street BARN-25-01 Township of Barnegat Ocean County, NJ					BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
ALT BID A														
1	TRAFFIC DIRECTOR, UNIFORMED POLICE OFFICER	35	HOUR		\$130.00	\$4,550.00								
2	TRAFFIC CONE	100	UNIT		\$65.00	\$6,500.00								
3	CONSTRUCTION SIGNS (W20-1)	80	SF		\$15.00	\$1,200.00								
4	TRAFFIC STRIPING, LONG LIFE, EPOXY RESIN 4"	32,000	LF		\$0.40	\$12,800.00								
5	TRAFFIC MARKINGS, THERMOPLASTIC, 24"	3,105	LF		\$3.00	\$9,315.00								
TOTAL ALTERNATE BID A						\$34,365.00								
								\$38,400.00						
										\$40,810.30				
												\$36,792.80		
														\$46,876.00

I hereby certify that this is a true copy of bids received on January 15, 2026.



Mark Rohmeyer, P.E. Consulting Engineer

DATE January 15, 2026
FY2025 NJDOT MA Improvements to First Street
BARN-25-01
Township of Barnegat
Ocean County, NJ

[illegible]

Gr B

Mark Rohmeyer, P.E., Consulting Engineer

BID TALLY SHEET						
DATE January 15, 2026						
FY2025 NJDOT MA Improvements to First Street						
BARN-25-01						
Township of Barnegat						
Ocean County, NJ						
BASE BID						
BASE BID		\$405,509.29	\$416,313.13	\$450,480.04	\$463,694.41	\$492,213.00
ALT BID 'A'		\$34,365.00	\$38,400.00	\$40,810.30	\$36,792.80	\$46,876.00
ALT BID 'B'		\$30,050.00	\$32,400.00	\$34,411.80	\$30,351.80	\$37,171.00
TOTAL: BASE BID + ALT BID 'A' + ALT BID 'B'		\$469,924.29	\$487,113.13	\$525,702.14	\$530,839.01	\$576,260.00

I hereby certify that this is a true copy of bids received on January 15, 2026.



Mark Rohmeyer, P.E. Consulting Engineer

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

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

*Also admitted in NY

File No.: GL-3955

January 30, 2026

Via Email

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

RE: Resolution Awarding Bid for the FY2025 NJDOT Municipal Aid Improvements
to First Street

Dear Donna:

Enclosed please find resolution awarding the bid for the FY2025 NJDOT Municipal Aid Improvement Project. It can be placed on the agenda for the next Township Committee meeting.

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

Very truly yours,

s/Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD:ll

Enclosure

cc: Mayor Pasquale "Pat" Pipi-via email
Martin Lisella, Township Administrator-via email
Tom Lombarski, CFO-via email
Christine Roessner, Finance Department-via email
Kurt J. Otto, P.E., Township Engineer-via email
Mike Ball, Director of Public Works-via email

RESOLUTION NO. 2026-98

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF
THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN
AND STATE OF NEW JERSEY REJECTING THE BID
FOR THE NEW SEA CREST WATER TOWER**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (“the Township”) solicited bids for the New Sea Crest Water Tower Project (“the Project”); and

WHEREAS, in response to the solicitation of bids, one (1) bid was received as follows:

BIDDER	BASE BID	ALT. BID 1	ALT. BID 2	ALT. BID 3
CB&I STS, LLC 24 Reads Way New Castle, DE 19720	\$11,376,330.00	\$275.00	-\$115.00	\$795,000.00

; and

WHEREAS, the Township’s Consulting Engineer Remington & Vernick Engineers reviewed the bid and has determined that the bid exceeds the budget allotted for the Project and recommends rejecting the bid; and

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

NOW THEREFORE BE IT RESOLVED on this 3rd day of February, 2026, 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 rejects the bid as it exceeds the allowable budget on the Project and is outside the Township’s budgetary constraints.

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

(a) Mayor Pasquale Pipi

(b) Martin Lisella, Township Administrator

- (c) Thomas Lombarski, CFO
- (d) Roger Budd, Water Superintendent
- (e) Kurt J. Otto, Township Engineer
- (e) Pamela Hilla, PE, RVE
- (f) Alan B. Dittenhofer, P.E.
- (g) Christopher J. Dasti, Esq., Township Attorney
- (h) All bidders

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on February 3, 2026, a quorum being present and voting in the majority.

Donna M. Manno, RMC
Municipal Clerk

Prepared by:

DASTI & STAIGER, P.C.

DASTI & STAIGER
ATTORNEYS AT LAW

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

DASTI & STAIGER

Christopher J. Dasti
Lauren R. Staiger

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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
Brandon S. Straight

*Also admitted in NY

File No.: GL-3846

January 30, 2026

Via Email

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

RE: Resolution Rejecting Bid for the New Sea Crest Water Tower Project

Dear Donna:

Enclosed please find a resolution rejecting the bid for the new Sea Crest Water Tower 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

Enclosure

cc: Mayor Pasquale "Pat" Papi-via email
Martin Lisella, Township Administrator-via email
Tom Lombarski, CFO-via email
Christine Roessner, Finance Department-via email
Roger Budd, Water Superintendent-via email
Kurt J. Otto, P.E., Township Engineer-via email

RESOLUTION 2026-99

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 at a Regular meeting on February 3, 2026

Donna M. Manno, RMC
Municipal Clerk