

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

**TOWNSHIP COMMITTEE MEETING AGENDA  
March 1, 2022, 6:30 P.M.**

**Call to Order the March 1, 2022 Township Committee Meeting:**

**Provisions of the Open Public Meetings Law:**

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

**Pledge of Allegiance:**

**Invocation: by Pastor Joe Faraldi, Pastor of Bayside Chapel**

**Roll Call of Officials:**

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

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

**Mayor's Report**

**Public Session Comment:**

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

**Motion to Open Public Session:**

**Second:**

**Motion to Close Public Session:**

**Second:**

**Old Business:**

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

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

**Motion to open Public Comment:**

**Second:**

**Motion to close Public Comment:**

**Second:**

**Motion to adopt ordinance:**

**Second:**

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

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

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

**Motion to open Public Comment:**

**Second:**

**Motion to close Public Comment:**

**Second:**

**Motion to adopt ordinance:**

**Second:**

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

**Formal Action:**

**Resolution 2022-89**

Resolution authorizing payment of Bill List in the amount of \$8,163,797.73

**Motion to adopt resolution:**

**Second:**

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

**Resolution 2022-90**

Resolution approving self-examination of 2022 Budget as required by the DCA

**Motion to adopt resolution:**

**Second:**

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

## **Resolution 2022-91**

Introduction of the 2022 Municipal Budget

### **Motion to adopt resolution:**

**Roll Call:**

Committeeman Bille:

Deputy Mayor Pipi:

### **Second:**

Committeeman Farmer:

Committeeman Marte:

Mayor Cirulli:

## **New Business:**

### **Approval of the Township Committee minutes from the February 1, 2022 meeting**

#### **Motion to adopt minutes:**

**Roll Call:**

Committeeman Bille:

Deputy Mayor Pipi:

#### **Second:**

Committeeman Farmer:

Committeeman Marte:

Mayor Cirulli:

### **Ordinance 2022-5 (First Reading)**

An Ordinance amending Chapter 65 of the Township Code Entitled "Snow and Ice Removal"

#### **Motion to introduce Ordinance:**

**Roll Call:**

Committeeman Bille:

Deputy Mayor Pipi:

#### **Second:**

Committeeman Farmer:

Committeeman Marte:

Mayor Cirulli:

### **Ordinance 2022-6 (First Reading)**

Amending an Ordinance establishing certain salaries of certain officers and employees of the Township of Barnegat

#### **Motion to introduce Ordinance:**

**Roll Call:**

Committeeman Bille:

Deputy Mayor Pipi:

#### **Second:**

Committeeman Farmer:

Committeeman Marte:

Mayor Cirulli:

## **Consent Agenda:**

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

*Approval of membership for Elvira A. Jones to the Barnegat First Aid Squad*

*Approval of Off-Premise 50/50 for April 21, 2022 to the American Legion Unit #232 John Wesley Taylor*

**Resolution 2022-92**

Resolution authorizing transfer within the 2021 Current Fund budget appropriation reserves

**Resolution 2022-93**

Resolution hiring a full-time employee, Kurt J. Otto, PE as Township Engineer

**Resolution 2022-94**

Resolution authorizing acceptance of Change Order #15 to Frankoski Construction Co. for the New Municipal Building project

**Resolution 2022-95**

Resolution authorizing progress Payment #12 to Frankoski Construction Co. for the New Municipal Building project

**Resolution 2022-96**

Resolution authorizing the refund of escrow deposits for Block 192, Lot 9, 61 Gunning River Road

**Resolution 2022-97**

Resolution authorizing the refund of escrow deposits for Block 192, Lot 7, 65 Gunning River Road

**Resolution 2022-98**

Resolution authorizing the refund of escrow deposits for Block 174.03, Lot 38, Beer Naked Ladies Brewing Company

**Resolution 2022-99**

Resolution authorizing the Municipal Clerk to advertise for Crossing Guard Positions for the 2021/2022 school year

**Resolution 2022-100**

Resolution appointing Seasonal Personnel for the Municipal Dock for the 2022 Season

**Resolution 2022-101**

Resolution authorizing the administrator to sign a contract for a 48 month lease with Canon Solutions America for a Contex IQ Quattro 4450/4490 scanner for the Water/Sewer Department

**Resolution 2022-102**

Resolution authorizing Condo Services Reimbursements

**Resolution 2022-103**

Resolution authorizing Barnegat Police to transfer Ownership and Title of 2013 Ford Explorer to Barnegat School District

**Resolution 2022-104**

Resolution awarding bid for Basic Life Support Emergency Medical Service and Transportation to Quality Medical Transport, Inc.

**Resolution 2022-105**

Authorizing disposal of miscellaneous surplus property by govdeals.com online auction

**Resolution 2022-106**

Resolution authorizing execution of a new collective bargaining agreement with the Barnegat Township Police Superior Officer's Association (SOA)

**Resolution 2022-107**

Resolution authorizing execution of a new collective bargaining agreement with the Barnegat Township PBA Local 296

**Resolution 2022-108**

Resolution authorizing the Administrator to sign a contract for a 48 month lease with CIT Bank NA for a Kyocera FS6525 Copier, Printer, and Scanner for the Police Department

**Resolution 2022-109**

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

**Resolution 2022-110**

Resolution authorizing the Tax Collector to refund tax payment erroneously paid due to totally disabled veteran tax exempt status Block 92.39 Lot 2.01; 156 Nautilus Drive

**Resolution 2022-111**

Authorizing the Tax Collector to refund payment erroneously paid Block 114.70 Lot 6; 12 Tedesco Way

**Resolution 2022-112**

Authorizing the Tax Collector to refund payment erroneously paid Block 115.08 Lot 9; 80 Quail Road

**Resolution 2022-113**

Resolution authorizing the Tax Collector to refund tax payment erroneously paid due to totally disabled veteran tax exempt status Block 114.25 Lot 41; 49 Bowline Street

**Resolution 2022-114**

Resolution authorizing the Municipal Clerk to advertise for an "Engineering Pool" for the Township Engineer

**Resolution 2022 - 115**

Resolution certifying the qualified participants in the Length of Services Award Program (LOSAP) for the Fire Department and First Aid Squad for the calendar year 2021

**Resolution 2022 – 116**

Resolution authorizing reimbursement for mailbox damage

**Resolution 2022-117**

Resolution authorizing the Township Administrator to sign an agreement with Pyrotecnico FX for fireworks display in an amount not to exceed \$15,000.00 and to also authorize deposit of \$7,500.00

**Motion to adopt Consent Agenda:**

**Second:**

**Roll Call:**

Committeeman Bille:

Committeeman Farmer:

Committeeman Marte:

Deputy Mayor Pipi:

Mayor Cirulli:

**Resolution 2022-118**

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

**Motion to adopt resolution:**

**Second:**

**Roll Call:**

Committeeman Bille:

Committeeman Farmer:

Committeeman Marte:

Deputy Mayor Pipi:

Mayor Cirulli:

**Motion to Adjourn:**

**Second:**

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

**Next scheduled meeting  
April 5, 2022 at 10:00 AM**

### **ORDINANCE 2022- 3**

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

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

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

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

**WHEREAS**, the Barnegat Township Committee hereby determines that a 3.5% increase in the budget for said year, amounting to \$237,269 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

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

**NOW, THEREFORE BE IT ORDAINED** by the Township Committee of the Township of Barnegat in the County of Ocean, New Jersey, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2022 budget year, the final appropriations of the Township of Barnegat shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased to 3.5% amounting to \$830,441 and that the CY 2022 municipal budget for the Township of Barnegat be approved and adopted in accordance with this ordinance; and

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

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

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

**NOTICE IS HEREBY GIVEN** that the foregoing ordinance was introduced on first reading at a special meeting of the Barnegat Township Committee held on the 1st day of February, 2022, and will be considered for second reading and final adoption at a regular meeting of said Committee to be held on the 1st day of March, 2022, 6:30 p.m. 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  
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 2022-3** 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 1st day of February 2022, and finally adopted as amended after Public Hearing at a regular meeting held on the 1st day of March, 2022 at 6:30 p.m. in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ and will take effect 20 days after publication in the Township newspaper.

---

Donna M. Manno, RMC  
Municipal Clerk

# Township of Barnegat

COUNTY OF OCEAN

900 WEST BAY AVENUE  
BARNEGAT, NEW JERSEY 08005-1298  
Email: clerk@barnegat.net



MUNICIPAL OFFICES: (609) 698-0080  
FAX #: (609) 698-7980  
Visit Our Website: [www.barnegat.net](http://www.barnegat.net)

THURSDAY, FEBRUARY 10, 2022 | THE BEACON

Notice is hereby given that Ordinance 2022-1, An Ordinance of the Township of Barnegat, County of Ocean State of NJ entitled "Amending and Supplementing Chapter 71 of the Township Code Entitled "Vehicles and Traffic" and specifically subsection 15 thereof Entitled "Parking Prohibited", was passed by the Township Committee on first reading at a meeting held on January 1, 2022 and finally adopted after Public Hearing at a meeting held on February 1, 2022 in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ. Copies are available free of charge at the Municipal Clerk's Office. Submitted by Donna M. Manno, RMC

Notice is hereby given that Ordinance 2022-2, An Ordinance of the Township of Barnegat, County of Ocean State of NJ entitled "Amending and Supplementing Chapter 3 of the Township Code Entitled "Engineer, Municipal", was passed by the Township Committee on first reading at a meeting held on January 1, 2022 and finally adopted after Public Hearing at a meeting held on February 1, 2022 in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ. Copies are available free of charge at the Municipal Clerk's Office. Submitted by Donna M. Manno, RMC

Notice is hereby given that Ordinance 2022-3, An Ordinance of the Township of Barnegat, County of Ocean State of NJ to Exceed the Municipal Budget Appropriation limits and to establish a Cap Bank in accordance with N.J.S.A. 40A:4-45.14, was passed by the Township Committee on first reading at a meeting held on February 1, 2022. The Ordinance will be considered for second and final reading at a meeting of the Township Committee which is scheduled for March 1, 2022 at 6:30 p.m., or as soon thereafter as the matter may be reached, at the Municipal Building located at 900 W. Bay Avenue, Barnegat, NJ, at which time the public is invited to ask questions, raise objections, or provide public comment with regard to the proposed adoption of this Ordinance. Copies of this Ordinance are available free of charge at the Municipal Clerk's Office. Submitted by Donna M. Manno, RMC

Notice is hereby given that Ordinance 2022-4, An Ordinance of the Township of Barnegat, County of Ocean State of NJ "Vacating Rights of the Public in a Portion of Paper Street of Dorset Lane", was passed by the Township Committee on first reading at a meeting held on February 1, 2022. The Ordinance will be considered for second and final reading at a meeting of the Township Committee which is scheduled for March 1, 2022 at 6:30 p.m., or as soon thereafter as the matter may be reached, at the Municipal Building located at 900 W. Bay Avenue, Barnegat, NJ, at which time the public is invited to ask questions, raise objections, or provide public comment with regard to the proposed adoption of this Ordinance. Copies of this Ordinance are available free of charge at the Municipal Clerk's Office. Submitted by Donna M. Manno, RMC

#### NOTICE OF CONTRACT AWARDS:

The following professional is appointed for the Township of Barnegat, Ocean County, NJ as per Resolution 2022-74 & 2022-75 Township Water/Sewer Utility Attorney -  
Dasti & Associates, 310 Lacey Road, PO Box 779,  
Forked River, NJ 08731  
Special Counsel for the new Municipal Building Project  
John J. Novak, PC, 3 Franklin Ave, Toms River, NJ 08753  
Appointments shall begin on February 1, 2022 and end on December 31, 2022. Said appointments shall be paid on a fee basis.  
Submitted by Donna M. Manno, RMC Municipal Clerk  
(\$38.44)

**ORDINANCE NO. 2022-4**

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

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

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

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

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

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

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

DASTI & ASSOCIATES  
ATTORNEYS AT LAW

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

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

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

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

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

DASTI & ASSOCIATES  
ATTORNEYS AT LAW

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

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

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

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

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

**SECTION 9.** This Ordinance shall take effect upon final passage and publication in accordance with law.

### **NOTICE**

**NOTICE IS HEREBY GIVEN** that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Barnegat on the **1<sup>st</sup> day of February, 2022**, and will be considered for second and final passage at a meeting of the Township Committee to be held on the **1<sup>st</sup> day of March, 2022, at 6:30 PM.** at the Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.

---

DONNA M. MANNO, RMC  
Municipal Clerk

DASTI & ASSOCIATES

ATTORNEYS AT LAW

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

**CERTIFICATION**

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify by my hand and seal that the foregoing Ordinance namely **Ordinance 2022-4** “Vacating Rights of the Public in a Portion of Paper Street of Dorset Lane was introduced and passed at a meeting of the Township Committee on the **1<sup>st</sup> day of February, 2022** and finally adopted “as amended” after Public Hearing at a meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the **1<sup>st</sup> day of March, 2022 at 6:30 PM.**

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

DASTI & ASSOCIATES

ATTORNEYS AT LAW

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

# Township of Barnegat

COUNTY OF OCEAN

900 WEST BAY AVENUE  
BARNEGAT, NEW JERSEY 08005-1298  
Email: clerk@barnegat.net



MUNICIPAL OFFICES: (609) 698-0080  
FAX #: (609) 698-7980  
Visit Our Website: www.barnegat.net

THURSDAY, FEBRUARY 10, 2022 | THE BEACON

Notice is hereby given that Ordinance 2022-1, An Ordinance of the Township of Barnegat, County of Ocean State of NJ entitled "Amending and Supplementing Chapter 71 of the Township Code Entitled "Vehicles and Traffic" and specifically subsection 15 thereof Entitled "Parking Prohibited", was passed by the Township Committee on first reading at a meeting held on January 1, 2022 and finally adopted after Public Hearing at a meeting held on February 1, 2022 in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ. Copies are available free of charge at the Municipal Clerk's Office. Submitted by Donna M. Manno, RMC

Notice is hereby given that Ordinance 2022-2, An Ordinance of the Township of Barnegat, County of Ocean State of NJ entitled "Amending and Supplementing Chapter 3 of the Township Code Entitled "Engineer, Municipal", was passed by the Township Committee on first reading at a meeting held on January 1, 2022 and finally adopted after Public Hearing at a meeting held on February 1, 2022 in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ. Copies are available free of charge at the Municipal Clerk's Office. Submitted by Donna M. Manno, RMC

Notice is hereby given that Ordinance 2022-3, An Ordinance of the Township of Barnegat, County of Ocean State of NJ to Exceed the Municipal Budget Appropriation limits and to establish a Cap Bank in accordance with N.J.S.A. 40A:4-45.14, was passed by the Township Committee on first reading at a meeting held on February 1, 2022. The Ordinance will be considered for second and final reading at a meeting of the Township Committee which is scheduled for March 1, 2022 at 6:30 p.m., or as soon thereafter as the matter may be reached, at the Municipal Building located at 900 W. Bay Avenue, Barnegat, NJ, at which time the public is invited to ask questions, raise objections, or provide public comment with regard to the proposed adoption of this Ordinance. Copies of this Ordinance are available free of charge at the Municipal Clerk's Office. Submitted by Donna M. Manno, RMC

Notice is hereby given that Ordinance 2022-4, An Ordinance of the Township of Barnegat, County of Ocean State of NJ "Vacating Rights of the Public in a Portion of Paper Street of Dorset Lane", was passed by the Township Committee on first reading at a meeting held on February 1, 2022. The Ordinance will be considered for second and final reading at a meeting of the Township Committee which is scheduled for March 1, 2022 at 6:30 p.m., or as soon thereafter as the matter may be reached, at the Municipal Building located at 900 W. Bay Avenue, Barnegat, NJ, at which time the public is invited to ask questions, raise objections, or provide public comment with regard to the proposed adoption of this Ordinance. Copies of this Ordinance are available free of charge at the Municipal Clerk's Office. Submitted by Donna M. Manno, RMC

#### NOTICE OF CONTRACT AWARDS:

The following professional is appointed for the Township of Barnegat, Ocean County, NJ as per Resolution 2022-74 & 2022-75 Township Water/Sewer Utility Attorney - Dasti & Associates, 310 Lacey Road, PO Box 779, Forked River, NJ 08731 Special Counsel for the new Municipal Building Project John J. Novak, PC, 3 Franklin Ave, Toms River, NJ 08753 Appointments shall begin on February 1, 2022 and end on December 31, 2022. Said appointments shall be paid on a fee basis. Submitted by Donna M. Manno, RMC Municipal Clerk (\$38.44)

**RESOLUTION 2022 -91**

**THE 2022 MUNICIPAL BUDGET**

**CAN BE VIEWED ON THE MUNICIPAL WEBSITE**



**ORDINANCE NO. 2022-5**

**AN ORDINANCE OF THE TOWNSHIP OF  
BARNEGAT, COUNTY OF OCEAN AND  
STATE OF NEW JERSEY AMENDING  
CHAPTER 65 OF THE TOWNSHIP CODE  
ENTITLED "SNOW AND ICE REMOVAL"**

**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.** Chapter 65 of the Township Code entitled "Snow and Ice  
Removal" is hereby amended to read as follows:

**§ 65-1. [Unchanged]**

**§ 65-2. Failure to Remove.**

In case such owner or owners, tenant or tenants of any land  
abutting or bordering upon any public street, avenue or  
highway in the Township of Barnegat shall neglect or refuse  
to remove such snow or ice within twelve (12) hours of  
daylight after the same shall have fallen or formed, the Code  
Enforcement Officer shall issue a warning.

If after the warning, the owner or owners, tenant or tenants,  
of the land fail to remove the snow, said owner/owners shall  
be subject to the penalty provisions set forth in §65-3 of this  
Chapter.

**§ 65-3. Violations and Penalties.**

Such owner or owners, tenant or tenants, refuse or fail to  
remove the snow and ice after the warning issued by the  
Code Enforcement Officer as set forth in §65-2,  
owner/owners shall be subject to a fine of \$250.00 per day  
that the condition remains unabated and/or be imprisoned for  
a term not to exceed 90 days or both.

**§ 65-4. Deleted.**

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

DASTI & ASSOCIATES

ATTORNEYS AT LAW

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

**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 **1<sup>st</sup> day of March, 2022**, and will be considered for second and final passage at a meeting of the Township Committee to be held on the **5<sup>th</sup> day of April , 2022**, at 10:00 AM at the Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.

---

Donna M. Manno, RMC  
Municipal Clerk

DASTI & ASSOCIATES

ATTORNEYS AT LAW

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

## **ORDINANCE 2022-6**

### **“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 2021-24 which was adopted on December 7, 2021.

**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 1<sup>st</sup> day of March 2022 and will be considered for final passage after public hearing at a regular meeting of said Committee to be held on the 5th day of April 2022 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 M. Manno, RMC  
Municipal Clerk

## SCHEDULE A

### TITLE

### SALARY RANGE

COMMITTEE	
Committee Member	\$7,500.
Deputy Mayor	\$7,750.
Mayor	\$8,000.

ADMINISTRATION	
Administrative Assistant	\$ 5,000. - 60,000
Administrative Assistant to the Planning/Zoning Board Administrator	\$ 25,000. - 65,000.
Administrative Assistant to the Zoning Officer	\$ 25,000. - 65,000.
Administrator	\$ 50,000. - 190,000.
Assistant to Township Administrator	\$ 5,000. - 15,000.
Confidential Clerk Typist/Secretary	\$15,000. - 52,000.
Planning/Zoning Administrator	\$ 40,000. - 90,000.
Planning/Zoning Board Secretary	\$ 18,000. - 60,000.
Zoning Officer	\$ 12,000. - 20,500.
Code Enforcement Official	\$ 17,000. - 80,000.
Shared Service Coordinators	\$ 5,000. - 15,000.
Clerk Typist Full Time	\$ 14,000. - 50,000.
Code Enforcement Officer - Part time	Min. Wage - 22.00/hour

CLERK	
Municipal Clerk	\$ 55,000. - 105,000.
Deputy Municipal Clerk	\$ 34,000. - 70,000.
Clerk Typist (part time) various departments	Min. Wage - 16.90
Registrar of Vital Statistics	\$ 3,500. - 8,950.
Deputy Registrar of Vital Statistics	\$ 1,500. - 4,000.
Alternate Deputy Registrar	\$1,200.00

<b>FINANCE</b>	
Chief Financial Officer	\$ 65,000. - 185,000.
Deputy Treasurer/CFO	\$ 50,000 – 80,000
Assistant to the Treasurer	\$ 30,000. - 65,000.
Payroll Coordinator	\$ 25,000. - 70,000.
Health Benefits/ACA Coordinator	\$5,000-\$10,000

<b>ASSESSOR</b>	
Assistant to the Assessor	\$ 18,000. - 65,000.
Deputy Tax Assessor	\$ 20,000. - 65,000.
Field Inspector (full time)	\$ 14,000. - 55,000.
Field Inspector (part time)	\$ 13.50 - 19. per hour
Municipal Tax Assessor	\$ 50,000. - 100,000.
Principal Assessing Clerk	\$ 16,000. - 65,000.

<b>RECREATION</b>	
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 – 50.00/hour
Bus Driver	Min. Wage – 20.00/hour
Public Relations/Community Service Director	\$ 3,500. - 6,000.
Recreation Director (through Shared Service)	\$ 20,000. - 75,000.
Recreation Instructor	Min. Wage - 25.00/hour
Recreation Specialist - Special Needs Programs	\$ 15.00 - 30.00/hour
Seasonal Staff -Dock, Farmers Market, Special events	Min. Wage - 15.00/hour
Special Events Program Coordinator	Min. Wage - 50.00/hour
<b>TAX COLLECTOR</b>	
Tax Collector	\$ 60,000. - 100,000.
Assistant to the Tax Collector	\$ 15,000. - 55,000.
Deputy Tax Collector	\$ 25,000. - 55,000.
Senior Tax Clerk	\$ 25,000. - 50,000.
Tax Clerk	\$ 20,000. - 45,000.
Tax Search Officer	\$ 3,000. - 6,500.

<b>COURT</b>	
Municipal Court Judge	\$ 25,000. - 55,000.
Deputy Municipal Court Administrator	\$ 25,000. - 60,000.
Municipal Court Administrator	\$ 30,000. - 95,000.
Violations Clerk	\$ 21,000. - 50,000.
Clerk Typist	\$12.00 -\$17.00/hour

<b>CONSTRUCTION</b>	
Building Inspector	\$ 45,000. - 105,000.
Building Inspector (part time)	\$ 25.00 - 45.00 per hour
Building Sub Code Official	\$ 47,000. - 105,000.
Construction Code Official	\$ 70,000. - 130,000.
Electrical Inspector	\$ 45,000. - 105,000.
Electrical Sub Code Official	\$ 45,000. - 105,000.
Fire Inspector	\$ 45,000. - 105,000.
Fire Sub Code Official	\$ 45,000. - 105,000.
Plumbing Inspector	\$ 45,000. - 105,000.
Plumbing Sub Code Official	\$ 45,000. - 105,000.
Technical Assistant to the Construction Official	\$ 25,000. - 75,000.

<b>POLICE</b>	
Chief of Police	\$ 160,000. - 275,000.
Captain	\$ 155,000. – 230,000.
Crossing Guards	Min. Wage - 14/hour
Detective 1st Grade	\$105,000. - 160,000.
Dispatcher I Full time	\$ 13.00 – 33.50/hour
Dispatcher I Part time	Min. Wage - 25.00/hour
Lieutenant	\$150,000. – 225,000.
Sergeant	\$120,000. – 190,000
Patrolman – Non-Certified	\$ 48,000. - 65,000.
Patrolman - Certified	\$ 51,500. - 75,000.
Patrolman after 12 months	\$ 64,000. – 85,000.
Patrolman after 24 months	\$ 70,000. – 95,000.
Patrolman after 36 months	\$ 85,000. – 107,500.
Patrolman after 48 months	\$ 92,000. – 130,000.
Patrolman after 60 months	\$ 100,000. – 145,000.

Corporal	\$105,000-165,000
Police Service Representative	\$15.00/hour
Chief's Administrative Aide/Confidential Aide	\$30,000-\$55,000
Records Clerk Full time	\$ 13.00 - 22.50/hour
Records Clerk Part time	Min. Wage - 13.50/hour

<b>PUBLIC WORKS</b>	
Buildings & Grounds Foreman	\$ 50,000. - 105,000.
Buildings & Grounds Maintenance	Min. Wage - 20.00/hour
Chief Mechanic	\$ 13.00 - 33.00/hour
Driver Full time	Min. Wage – 33.00/hour
Equipment Operator	Min. Wage - 30.00/hour
Foreman/Assistant Public Works Coordinator	\$ 30,000. - 100,000.
Heavy Equipment Operator	Min. Wage - 33.00/hour
Jet Vac/Street Sweeper Operator	Min Wage – 33.00/hour
Laborer Full Time	Min. Wage – 28.00/hour
Laborer Part Time	Min. Wage - 18.00/hour
Mechanic	Min. Wage – 32.00/hour
Public Works Coordinator	\$ 40,000. - 80,000.
Public Works Superintendent/Director	\$ 45,000. - 120,000.
Roads Foreman	\$ 35,000. - 75,000.
Seasonal Employees	Min. Wage - 17.00/hour
Shade Tree Commission Coordinator/Laborer	\$52.00/hour
Solid Waste/Recycling Foreman	\$ 18,000. - 60,000.

<b>ENGINEERING</b>	
Township Engineer	\$ 140,000. - 160,000.

<b>WATER &amp; SEWER</b>	
Administrative Assistant - Water/Sewer Utility	\$ 24,000. - 60,000.
Licensed plumber/Water-Sewer maintenance person	\$ 15.50 - 30.00/hour
Mosquito Sprayer Operator	O/T Rate
Utility Laborer	\$22.00 - 30.00/hour
Utility Meter Tech	\$23.00 – 30.00/hour
Senior Maintenance	\$25.00 - 35.00/hour
Utility Foreman/Lead Operator	\$32.00 – 50.00/hour
Utility Maintenance	Min. Wage – 40.00/hour
Utility Manager	\$ 50,000. - 135,000.
Utility Supervisor	\$ 40,000 – 60,000.



## **RESOLUTION 2022-92**

**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 3.5% Cap during the first three months of the succeeding year;

**WHEREAS**, the Township Committee of the Township of Barnegat desires to make certain transfers within the 2021 Current 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 1<sup>st</sup> day of March, 2022 in the Municipal Complex at 900 West Bay Avenue, Barnegat, New Jersey.

---

Donna M. Manno, RMC  
Municipal Clerk

**2021 CURRENT FUND BUDGET RESERVE TRANSFERS: RES # 2022-92**

<b>Transfer Funds From:</b>	
Legal	
Other expenses	15,000.00
Police	
Salaries & Wages	10,000.00
<b>TOTAL</b>	<b>\$25,000.00</b>

<b>Transfer Funds To:</b>	
LOSAP	
Other expenses	15,000.00
Police	
Other expenses	10,000.00
<b>TOTAL</b>	<b>\$25,000.00</b>

**RESOLUTION NO. 2022-93**

**RESOLUTION OF THE TOWNSHIP OF  
BARNEGAT, COUNTY OF OCEAN, STATE OF  
NEW JERSEY, APPOINTING KURT J. OTTO, PE  
AS TOWNSHIP ENGINEER**

**WHEREAS**, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, (the "Township") is in need of services of a Township Engineer pursuant to Chapter 3 of the Township Code; and

**WHEREAS**, the office of Municipal Engineer may be a full time Township employee; and

**WHEREAS**, the Township finds that Kurt J. Otto, PE is duly qualified to serve as Township Engineer.

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

1. The Township hereby appoints Kurt J. Otto, PE, as Township Engineer effective February 28, 2022 at an initial annual salary of \$150,000.00.

2. The Mayor, Township Administrator, and Township Clerk are authorized execute any document necessary to implement the intent of this Resolution.

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

- (a) Alfonso Cirulli, Mayor;
- (b) Martin J. Lisella, Township Administrator;

- (c) Thomas Lombarski, CFO;
- (d) Kurt J. Otto, PE; and
- (e) Christopher J. Dasti, Esq., Township Attorney.

**CERTIFICATION**

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on March 1, 2022, a quorum being present and voting in the majority.

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

Prepared by:

**DASTI & ASSOCIATES, P.C.**

DASTI & ASSOCIATES  
ATTORNEYS AT LAW

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

**RESOLUTION 2022-94**

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN,  
STATE OF NEW JERSEY, AUTHORIZING ACCEPTANCE OF  
CHANGE ORDER #15 TO  
FRANKOSKI CONSTRUCTION COMPANY  
FOR THE NEW MUNICIPAL BUILDING**

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

**WHEREAS**, Frankoski Construction Company has submitted a request for change orders to the original contract price of \$47,290.16; and

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

**WHEREAS**, the Project Architect has inspected and reviewed the documents submitted by the contractor and all are in order and recommends acceptance of Change Order #15, submitted; now

Original Contract Amount:	\$ 12,964,000.00
Previously approved Change Orders:	<u>\$ 84,732.64</u>
Contract amount as of January 1, 2022:	<u>\$ 13,048,732.64</u>

**Change Order #15:**

<i>Provide Exterior Electronic Sign</i>	<u>\$ + 47,290.16</u>
Complete Sign, Installation and electric	

**New Contract Amount:**

**\$ 13,096,022.80**

**WHEREAS**, the Chief Financial Officer ("CFO") does hereby certify the availability of funds with respect to approving change order #15 to Frankoski Construction Company, 314 Dodd Street, East Orange, NJ in the amount of \$47,290.16; and

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

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

Thomas Lombarski, CFO

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Barnegat that the above accepted Change Order #15 in the amount of \$47,290.16 is hereby approved and the new contract amount for the New Municipal Building is hereby increased to \$13,096,022.80.

**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 March 1, 2022

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

# CHANGE ORDER

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

Change Order # General 16  
Initiation Date: 1/31/22  
Architect's Ref: BMPC  
Contract No.: 1  
Contract Date: 12/15/20  
Constr. Period: 660  
Copies: copiesVar

Contractor: Ben Golaszewski, Project Mgr.  
FRANKOSKI CONSTRUCTION  
314 Dodd Street  
East Orange, NJ 07017

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

## PROVIDE EXTERIOR ELECTRONIC SIGN:

Provide the Exterior Electronic Sign selected by and approved by the Township. Pricing is in accordance with FCC's PCO #19, dated 01/28/22. The criteria for the selection, design, and installation of the sign were established by the Township without the input of the Architect or Contractor. The cost of the sign was negotiated by the Township directly with the vendors. For these reasons, the Township bears sole responsibility for the acceptability of the design and cost of the sign. Under the assumption that this work will be performed prior to substantial completion of the project, no time extension has been requested. The sign is being procured through the General Contractor solely as a convenience to the Township.

Add \$ 47,290.16

The original Contract Sum.....	\$	12,964,000.00
Net change by previously authorized Change Orders.....	\$	84,698.74
The Contract Sum prior to this Change Order was.....	\$	13,048,698.74
The Contract Sum will be changed by this Change Order.....	\$	47,290.16
The new Contract Sum including this Change Order will be.....	\$	13,095,988.90
The Contract Time will changed by.....		0 days
The total change in the Date of Substantial Completion as of this C.O. is therefore....		32.00 days


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

Authorized by: OWNER  
Alfonso Cirulli, Mayor  
BARNEGAT TOWNSHIP  
900 West Bay Avenue  
Barnegat, NJ 08005

By:  Date: 02/01/22

By:  Date: 2/1/22

Agreed to by CONTRACTOR  
Ben Golaszewski, Project Mgr.  
FRANKOSKI CONSTRUCTION  
314 Dodd Street  
East Orange, NJ 07017

By:  Date: 2/1/2022  
Frankoski Corp

**POLARIS**

Attn: Ben Golaszewski  
732-996-3154

**DESCRIPTION**

Freestanding Polaris Sign:  
Double Sided Full Color LED Display, 10mm 96 x 224 Matrix with 3 LEDs per Pixel  
Double Sided 2'6"x 8' Internally Illuminated Identification Cabinet with Makrolon SL Faces Decorated Internally with 3M Vinyl Graphics

**Face / Cabinet Details**

LED Cabinet Height: 3' 5"

LED Cabinet Width: 7' 7"

EXP Cabinet Assembly for 3 High x 7 Wide 320x 320mm, OR  
6 High x 7 Wide 160x 320mm LED Boards

**LED Display Specifications**

Over 281 Quintillion Colors

Displays 12 Lines of 2.8" tall characters with approx 37 - 47  
characters per line

Capable of displaying 1 - 12 lines of text

Variable fonts & text sizes up to 37.8" tall

**Lifetime Wireless Data Plan Provided by StewartSigns**

By signing you, the customer, affirm and agree to the terms  
and conditions listed at

<https://www.signcommand.com/data-plan>

SignCommand.com Cloud-Based Software Included FREE for  
Lifetime of Product. Please visit [www.signcommand.com](http://www.signcommand.com) for  
more information\*\*.

**LED Communication Method: Wireless Data Modem** with no  
restrictions on distance.

**Electrical Information**

Horizontal LED Illumination Package for a 2'6"x 8' Cabinet

Circuit Info: One 20 Amp Circuit at 120 Volts, Max Draw:  
14.34 Amps

**Structural Details**

Mount Style: Dual Leg Mount

Leg Height: 6 Ft 0 In

Overall Sign Height: 12 Ft 2 In

Customized Mount Size:

Leg Width: 7 Ft 0 In

Minimum Wind Load Rating: 120mph, Exposure B

**Miscellaneous Items**

Additional cabinet

**Shipping included**

**Installation included**

**One Set of Three (3) Engineer Drawings & Calcs, Sealed**

**\*\*\* Review Custom Artwork for Text, Graphic and Layout Details \*\*\***

I.D. Cabinet: Silver Gray

Mount: Silver Gray

Header Copy: White

LED Cabinet: Silver Gray

Draft: White



Date Quoted: 1/25/2022

Your Consultant: Jane Hyde  
(800) 237-3928, x1740

Customer ID: 1452843

Quote Number: 983772 / 2

Date Quoted: 1/25/2022

### SHIPPING INFORMATION

#### SIGN (via Common Carrier)

BARNEGAT TOWNSHIP  
900 WEST BAY AVENUE  
BARNEGAT, NJ 08005

#### INVOICE (via USPS)

BARNEGAT TOWNSHIP  
c/o Ben Golaszewski  
Frankoski Construction  
314 Dodd Street  
East Orange, NJ 07017

\*\*\* All applicable items will be sent to the CUSTOMER address \*\*\*  
\*\*\* unless noted otherwise below \*\*\*

### ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

*\* Signs greater than 6 feet wide are not eligible for liftgate services.*

*\* Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

*\* Any cancellation may be subject to cancellation, return, and/or restocking fees.*

*\* A late fee of 1.5% per month will be charged on any overdue balances.*

*\* In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.*

**Stewart Signs**  
**America's Premier Sign Company**  
 Limited Product Warranty ("Limited Warranty")

**Definition of Warranty Coverage:**

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.

8) **Customer Obligations:**

Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.

9) **Exclusions and Restrictions:**

The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.

This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.

This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.

Ballasts are covered for three (3) years.

ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.

10) This Limited Warranty specifically does not cover the following:

- a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
- b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
- c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
- d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
- e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
- f) Light bulbs or lamps.

11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:

- a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless

Stewart Signs • 2201 Cantu Court • Suite 215 • Sarasota, FL 34232-6255

Phone: (800) 237-3928 Fax: (800) 485-4280 Web: [www.stewartsigns.com](http://www.stewartsigns.com)

otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.

- b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
  - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
  - d) Unauthorized modification, including installation of third-party software on the Product.
  - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
  - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
  - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be **responsible** for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction  
2201 Cantu Court, Suite 215  
Sarasota, FL 34232  
Phone: 855-841-4624  
Web: [www.stewartsigns.com/support/](http://www.stewartsigns.com/support/)  
Email: [support@stewartsigns.com](mailto:support@stewartsigns.com)

Copyright © 2016 Stewart Signs Lim Prod Warr rev.04.06.16

## RESOLUTION 2022-95

### RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING PROGRESS PAYMENT #12 TO FRANKOSKI CONSTRUCTION CO. FOR THE NEW MUNICIPAL BUILDING

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

**WHEREAS**, Frankoski Construction Co., has submitted a request for Payment #12 in the amount of \$337,600.20; 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 #12 in the amount of \$337,600.20 is hereby approved, the Chief Financial Officer is hereby authorized to issue a check to Frankoski Construction Co., 314 Dodd Street, East Orange, NJ in the amount of \$337,600.20 representing Payment #12 for work completed on the New Municipal Building

Original Contract Sum:	\$ 12,964,000.00
Net Change by Change Orders:	\$ <u>55,300.65</u>
<i>(change orders 14 &amp; 15 not reflected yet)</i>	
Contract Sum to date:	\$ 13,019,300.65
Total completed & stored to date:	\$ 5,875,317.60
Less Retainage of 2%:	\$ 117,506.35
Total earned less retainage:	\$ 5,757,811.25
Less previous payments:	\$ 5,420,211.05
Current Payment Due:	\$ <u>337,600.20</u>
Balance to Finish including Retainage:	\$ 7,261,489.40

### 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 March 1, 2022.

---

Donna M. Manno, RMC  
Municipal Clerk

## APPLICATION AND CERTIFICATION FOR PAYMENT

## AIA DOCUMENT G702

<b>TO OWNER:</b>	Township of Barnegat 900 West Bay Avenue Barnegat, NJ 08005	<b>PROJECT:</b>	BMPC New Municipal Building 900 West Bay Avenue Barnegat, NJ 08005	<b>APPLICATION NO:</b>	12	<b>Distribution to:</b>	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input checked="" type="checkbox"/> OTHER: <input type="checkbox"/>
<b>FROM CONTRACTOR:</b>	Frankoski Construction Co. 314 Dodd Street East Orange, NJ 07017	<b>VIA ARCHITECT:</b>	The Goldstein Partnership 515 valley Street, Suite 110 Maplewood, NJ 07040	<b>PERIOD TO:</b>	Feb 15 2022	<b>CONTRACT DATE:</b>	October 6, 2020
				<b>PROJECT NOS:</b>	BMPC		

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$12,964,000.00
2. NET CHANGE BY CHANGE ORDERS	\$55,300.65
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$13,019,300.65
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$5,875,317.60
5. RETAINAGE:	
a. $\frac{2}{100}$ % of Completed Work (Column D + E on G703)	\$117,506.35
b. $\frac{2}{100}$ % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$117,506.35

## 6. TOTAL EARNED LESS RETAINAGE

(Line 4 minus Line 5 Total)

\$5,757,811.25

## 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

\$5,420,211.05

## 8. CURRENT PAYMENT DUE

\$337,600.20

## 9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6)

\$7,261,489.40

## AMOUNT CERTIFIED

\$337,600.20

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

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

## ARCHITECT:

By:

Date: 02/18/22

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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:

By:

Date: 2/18/22

State of:

County of:

Subscribed and sworn to before

me this 18th day of February, 2022

Notary Public:

My Commission expires: 3/14/23

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

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.



# CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 12									
APPLICATION DATE: Feb 14 2022									
PERIOD TO: Feb 15 2022									
ARCHITECT'S PROJECT NO: BMPC									
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
DIVISION 1 - GENERAL CONDITIONS									
1	GC Management	\$440,100.00	187,200.00	11,750.00		198,950.00	45.2%	\$241,150.00	\$3,979.00
2	Insurance	\$86,525.00	65,000.00	5,000.00		70,000.00	80.9%	\$16,525.00	\$1,400.00
3	Bond Fee	\$138,710.00	138,710.00			138,710.00	100.0%		\$2,774.20
4	Mobilization	\$40,000.00	40,000.00			40,000.00	100.0%		\$800.00
5	Demobilization	\$10,000.00				0.00		\$10,000.00	\$0.00
6	Miscellaneous Trade Cost and Site Logistics	\$175,600.00	74,700.00	4,750.00		79,450.00	45.2%	\$96,150.00	\$1,589.00
7	General Labor and Cleanup	\$99,962.00	42,500.00	2,700.00		45,200.00	45.2%	\$54,762.00	\$904.00
8	Temp Fence, Dump, Rentals, Trailers, PortaJohn	\$81,780.00	34,750.00	2,200.00		36,950.00	45.2%	\$44,830.00	\$739.00
9	Winter Protection	\$10,000.00				0.00		\$10,000.00	\$0.00
10	Procure	\$9,000.00	3,825.00	240.00		4,065.00	45.2%	\$4,935.00	\$81.30
11	Testing	\$12,000.00	11,000.00			11,000.00	91.7%	\$1,000.00	\$220.00
12	GC Overhead and Profit	\$214,350.00	91,200.00	5,750.00		96,950.00	45.2%	\$117,400.00	\$1,939.00
13	Asbestos Abatement	\$37,590.00				0.00		\$37,590.00	\$0.00
14	Subgrade R/R 1200 CY Allowance	\$84,000.00	59,003.00			59,003.00	70.2%	\$24,997.00	\$1,180.06
15	CM Allowance	\$220,000.00	120,000.00	10,000.00		130,000.00	59.1%	\$90,000.00	\$2,600.00
DIVISION 2 - SITEWORK									
16	Sitework General Conditions	\$19,100.00	14,325.00			14,325.00	75.0%	\$4,775.00	\$286.50
17	Sitework Mobilization	\$24,000.00	3,200.00			3,200.00	13.3%	\$20,800.00	\$64.00
18	Sitework Layout	\$21,000.00	13,800.00			13,800.00	65.7%	\$7,200.00	\$276.00
19	Soil Erosion and Sediment Controls	\$17,700.00	11,500.00			11,500.00	65.0%	\$6,200.00	\$230.00
20	Clear Site/Demolition	\$101,000.00	33,330.00			33,330.00	33.0%	\$67,670.00	\$666.60
21	Excavation and Grading	\$188,250.00	94,125.00			94,125.00	50.0%	\$94,125.00	\$1,882.50
22	Sanitary Sewer System	\$13,000.00	11,700.00			11,700.00	90.0%	\$1,300.00	\$234.00
23	Storm Drainage System / Under Drain System	\$293,000.00	234,450.00			234,450.00	80.0%	\$58,550.00	\$4,689.00
24	Water Services	\$27,500.00	27,500.00			27,500.00	100.0%		\$550.00
25	Concrete Curbs	\$171,000.00	17,100.00			17,100.00	10.0%	\$153,900.00	\$342.00
26	Walks	\$67,000.00				0.00		\$67,000.00	\$0.00
27	Pavers	\$49,000.00				0.00		\$49,000.00	\$0.00
28	Site Lighting Conduit (Excavation Only)	\$20,000.00	9,000.00			9,000.00	45.0%	\$11,000.00	\$180.00
29	Site Lighting Foundations	\$27,000.00				0.00		\$27,000.00	\$0.00
30	Basement Excavation and Backfill	\$103,000.00	103,000.00			103,000.00	100.0%		\$2,060.00
31	Irrigation System	\$32,000.00				0.00		\$32,000.00	\$0.00
32	DGABC Subbase	\$127,000.00	38,100.00			38,100.00	30.0%	\$88,900.00	\$762.00
33	Bituminous Base Course	\$207,000.00	62,100.00			62,100.00	30.0%	\$144,900.00	\$1,242.00
34	Permanent Fencing	\$51,000.00				0.00		\$51,000.00	\$0.00
35	Topsotling	\$14,000.00				0.00		\$14,000.00	\$0.00
36	Fert & Seed	\$3,700.00				0.00		\$3,700.00	\$0.00
37	Landscape Plants	\$32,000.00				0.00		\$32,000.00	\$0.00
38	Traffic Control	\$6,800.00	3,400.00			3,400.00	50.0%	\$3,400.00	\$68.00
39	Demolition of Building	\$80,000.00				0.00		\$80,000.00	\$0.00
40	Bituminous Surface Course	\$160,000.00				0.00		\$160,000.00	\$0.00

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 retainafe for line item may apply.

## AIA DOCUMENT G703

12

APPLICATION DATE:

PERIOD TO:

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

8 inch and 4 inch exterior backup block material



# 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: 12									
APPLICATION DATE: Feb 14 2022									
PERIOD TO: Feb 15 2022									
ARCHITECT'S PROJECT NO: BMPC									
ITEM NO.	DESCRIPTION OF WORK	C	D		F	G		H	I
			SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
81	8 inch and 4 inch exterior backup block labor	\$35,000.00		7,000.00		7,000.00	20.0%	\$28,000.00	\$140.00
82	8 inch interior block partition material	\$13,000.00		9,000.00		9,000.00	69.2%	\$4,000.00	\$180.00
83	8 inch interior block partition labor	\$65,000.00				0.00		\$65,000.00	\$0.00
84	Masonry veneer material	\$63,000.00				0.00		\$63,000.00	\$0.00
85	Masonry veneer labor	\$118,000.00				0.00		\$118,000.00	\$0.00
86	Grout and rebar material and labor	\$24,000.00				0.00		\$24,000.00	\$0.00
87	Cast stone material	\$37,000.00				0.00		\$37,000.00	\$0.00
88	Cast stone labor	\$30,000.00				0.00		\$30,000.00	\$0.00
89	2 inch rigid insulation material and labor	\$18,000.00				0.00		\$18,000.00	\$0.00
90	Scaffold labor and material	\$16,000.00				0.00		\$16,000.00	\$0.00
91	Flashing weeps control joints reinforcing wire	\$8,500.00				0.00		\$8,500.00	\$0.00
92	Machine equipment fuel	\$12,000.00				0.00		\$12,000.00	\$0.00
93	Daily cleanup labor	\$8,000.00				0.00		\$8,000.00	\$0.00
94	Washdown of new masonry	\$22,000.00				0.00		\$22,000.00	\$0.00
95	Dumpster enclosure foundation labor and material	\$2,500.00				0.00		\$2,500.00	\$0.00
96	Dumpster enclosure split face labor and material	\$8,000.00				0.00		\$8,000.00	\$0.00
97	Grout and rebar at dumpster enclosure labor and material	\$2,000.00				0.00		\$2,000.00	\$0.00
DIVISION 5 - STRUCTURAL & MISC. METALS									
98	Shop Drawings/Engineering	\$39,000.00	37,050.00			37,050.00	95.0%	\$1,950.00	\$741.00
99	Anchor Bolts	\$6,400.00	6,400.00			6,400.00	100.0%		\$128.00
100	Material/Fabrication	\$460,340.00	460,340.00			460,340.00	100.0%		\$9,206.80
101	Metal Floor Deck Material	\$40,000.00	40,000.00			40,000.00	100.0%		\$800.00
102	Metal Roof Deck Material	\$32,000.00	32,000.00			32,000.00	100.0%		\$640.00
103	Erection	\$320,000.00	304,000.00			304,000.00	95.0%	\$16,000.00	\$6,080.00
104	Steel Stairs	\$69,035.00		6,500.00		6,500.00	9.4%	\$62,535.00	\$130.00
105	Steel Railings	\$23,000.00				0.00		\$23,000.00	\$0.00
106	Atrium Railings and Infill Panels	\$49,650.00				0.00		\$49,650.00	\$0.00
107	Misc. Steel and Accessories	\$15,000.00				0.00		\$15,000.00	\$0.00
DIVISION 5E - COLD-FORMED METAL FRAMING									
108	Engineering/shop drawings	\$7,000.00	7,000.00			7,000.00	100.0%		\$140.00
109	Layout	\$28,000.00	28,000.00			28,000.00	100.0%		\$560.00
110	Exterior Framing Material	\$88,000.00	88,000.00			88,000.00	100.0%		\$1,760.00
111	Exterior Framing Labor	\$141,500.00	127,350.00	7,075.00		134,425.00	95.0%	\$7,075.00	\$2,688.50
112	Interior Framing Material	\$66,000.00	66,000.00			66,000.00	100.0%		\$1,320.00
113	Interior Framing Labor	\$152,000.00	136,800.00	3,000.00		139,800.00	92.0%	\$12,200.00	\$2,796.00
DIVISION 6A - ROUGH & FINISH CARPENTRY									
114	Submittals	\$3,000.00	3,000.00			3,000.00	100.0%		\$60.00
115	Exterior Sheathing Material	\$16,000.00	16,000.00			16,000.00	100.0%		\$320.00
116	Exterior Sheathing Labor	\$30,000.00	27,000.00	(4,500.00)		22,500.00	75.0%	\$7,500.00	\$450.00
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	66,600.00	27,800.00		94,400.00	85.0%	\$16,600.00	\$1,888.00

# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document, G702™ – 1992, Application and Certification for Payment, or G732™ – 2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

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

APPLICATION NO: 12  
 APPLICATION DATE: Feb 14 2022  
 PERIOD TO: Feb 15 2022  
 ARCHITECT'S PROJECT NO: BMPC

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
120	Millwork Shop Drawings	\$12,000.00	12,000.00			12,000.00	\$25,000.00	\$240.00
121	Millwork Info Desk Material	\$25,000.00				0.00	\$0.00	\$0.00
122	Millwork Wall Panel Material	\$35,000.00				0.00	\$35,000.00	\$0.00
123	Millwork Vanities Material	\$42,000.00				0.00	\$42,000.00	\$0.00
124	Millwork Counters Material	\$15,000.00				0.00	\$15,000.00	\$0.00
125	Millwork Casework Material	\$23,000.00				0.00	\$23,000.00	\$0.00
126	Millwork Judge Bench Material	\$11,000.00				0.00	\$11,000.00	\$0.00
127	Millwork Labor	\$62,000.00				0.00	\$62,000.00	\$0.00
<b>DIVISION 6B - COURT ROOM FURNITURE</b>								
128	Pews Submittals	\$1,125.00				0.00	\$1,125.00	\$0.00
129	Pews Material	\$15,000.00				0.00	\$15,000.00	\$0.00
130	Pews Labor	\$6,154.00				0.00	\$6,154.00	\$0.00
<b>DIVISION 7A - WATERPROOFING</b>								
131	Waterproofing Submittals	\$2,500.00	2,500.00			2,500.00		\$50.00
132	Waterproofing Material	\$38,375.00	38,375.00			38,375.00		\$767.50
133	Waterproofing Labor	\$64,125.00	64,125.00			64,125.00		\$1,282.50
<b>DIVISION 7B - MEMBRANE ROOFING</b>								
134	Membrane Roof Submittals	\$2,500.00	1,250.00			1,250.00	\$1,250.00	\$25.00
135	Membrane Roof Material	\$14,350.00		4,500.00		4,500.00	\$9,850.00	\$90.00
136	Membrane Roof Labor	\$43,400.00		5,450.00		5,450.00	\$37,950.00	\$109.00
137	Insulation Material	\$6,150.00				0.00	\$6,150.00	\$0.00
138	Insulation Labor	\$18,600.00				0.00	\$18,600.00	\$0.00
<b>DIVISION 7D - METAL ROOFING</b>								
139	Metal Roofing Submittals	\$5,000.00	5,000.00			5,000.00		\$100.00
140	Metal Roofing Material	\$99,400.00					\$29,400.00	\$1,400.00
141	Metal Roofing Labor / Under Layment	\$172,925.00	130,000.00	70,000.00		70,000.00	\$13,825.00	\$3,182.00
142	Insulation Material	\$42,600.00	40,000.00	29,100.00		159,100.00	\$2,600.00	\$800.00
143	Insulation Labor	\$74,100.00		20,000.00		20,000.00	\$54,100.00	\$400.00
<b>DIVISION 7E - SPRAY FOAM INSULATION</b>								
144	Spray Foam Insulation Submittals	\$1,125.00				0.00	\$1,125.00	\$0.00
145	Spray Foam Insulation Material	\$8,000.00				0.00	\$8,000.00	\$0.00
146	Spray Foam Insulation Labor	\$20,000.00				0.00	\$20,000.00	\$0.00
<b>DIVISION 7F - INTUMESCENT FIREPROOFING</b>								
147	Fireproofing Submittals	\$1,125.00				0.00	\$1,125.00	\$0.00
148	Fireproofing Material	\$780.00				0.00	\$780.00	\$0.00
149	Fireproofing Labor	\$4,850.00				0.00	\$4,850.00	\$0.00
<b>DIVISION 8 - DOORS, WINDOWS, &amp; GLASS</b>								
150	Aluminum and Glass Submittals	\$10,000.00				0.00	\$10,000.00	\$0.00
151	Aluminum and Glass Material	\$247,000.00				0.00	\$247,000.00	\$0.00
152	Transom Windows	\$28,000.00				0.00	\$28,000.00	\$0.00
153	Aluminum and Glass Labor	\$115,000.00				0.00	\$115,000.00	\$0.00
<b>DIVISION 8C - HOLLOW METAL WORK</b>								

# 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.

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)							
154		Door and Hardware Submittals	\$6,000.00	1,500.00				1,500.00	25.0%	\$4,500.00	\$30.00
155		HM Doors and Frames Material	\$60,500.00	60,500.00				60,500.00	100.0%		\$1,210.00
156		Door Frames Labor	\$16,000.00	12,000.00		4,000.00		16,000.00	100.0%		\$320.00
		<b>DIVISION 8D - WOOD DOORS</b>									
157		Wood Doors Material	\$17,250.00					0.00		\$17,250.00	\$0.00
158		Doors Labor	\$48,000.00					0.00		\$48,000.00	\$0.00
		<b>DIVISION 9A - DRYWALL</b>									
159		Drywall Material	\$112,000.00					0.00		\$112,000.00	\$0.00
160		Drywall Labor	\$252,000.00					0.00		\$252,000.00	\$0.00
161		Insulation Material	\$19,000.00					0.00		\$19,000.00	\$0.00
162		Insulation Labor	\$38,000.00					0.00		\$38,000.00	\$0.00
163		Tape & Spackle	\$66,000.00					0.00		\$66,000.00	\$0.00
		<b>DIVISION 9B - ACOUSTIC TREATMENT</b>									
164		Ceiling Grid Material	\$24,500.00					0.00		\$24,500.00	\$0.00
165		Ceiling Grid Labor	\$43,000.00					0.00		\$43,000.00	\$0.00
166		Ceiling Tile Material	\$28,000.00					0.00		\$28,000.00	\$0.00
167		Ceiling Tile Labor	\$15,000.00					0.00		\$15,000.00	\$0.00
168		Acoustical Wall Panels Labor	\$2,000.00					0.00		\$2,000.00	\$0.00
169		Acoustical Wall Panels Material	\$2,000.00					0.00		\$2,000.00	\$0.00
		<b>DIVISION 9C - PAINTING &amp; FINISHING</b>									
170		Paint Submittals	\$1,125.00					0.00		\$1,125.00	\$0.00
171		Painting Material	\$16,500.00					0.00		\$16,500.00	\$0.00
172		Painting Labor	\$74,109.00					0.00		\$74,109.00	\$0.00
173		GFRG Material	\$7,000.00					0.00		\$7,000.00	\$0.00
174		GFRG Labor	\$7,000.00					0.00		\$7,000.00	\$0.00
		<b>DIVISION 9D - CERAMIC TILE</b>									
175		Tile Submittals	\$1,125.00					0.00		\$1,125.00	\$0.00
176		Tile Material	\$19,500.00					0.00		\$19,500.00	\$0.00
177		Tile Labor	\$38,375.00					0.00		\$38,375.00	\$0.00
		<b>DIVISION 9E - CARPET &amp; RESILIENT FLOORING</b>									
178		Carpet- Materials	\$25,000.00					0.00		\$25,000.00	\$0.00
179		Carpet Labor	\$10,000.00					0.00		\$10,000.00	\$0.00
180		LVT Materials	\$10,000.00					0.00		\$10,000.00	\$0.00
181		LVT Labor	\$3,000.00					0.00		\$3,000.00	\$0.00
182		VCT Materials	\$7,500.00					0.00		\$7,500.00	\$0.00
183		VCT Labor	\$7,500.00					0.00		\$7,500.00	\$0.00
184		Interlocking Tiles Material	\$35,000.00					0.00		\$35,000.00	\$0.00
185		Interlocking Tiles Labor	\$1,000.00					0.00		\$1,000.00	\$0.00
186		Rubber Treads/Tile Material	\$7,500.00					0.00		\$7,500.00	\$0.00
187		Rubber Treads/Tile Labor	\$7,000.00					0.00		\$7,000.00	\$0.00
188		Misc. Flooring Material	\$10,000.00					0.00		\$10,000.00	\$0.00
189		Misc. Flooring Labor	\$3,500.00					0.00		\$3,500.00	\$0.00

# 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: Feb 14 2022 Feb 15 2022	
ARCHITECT'S PROJECT NO:										BMPC	
A	B	C	D	E	F	G	H	I			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)		
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD							
DIVISION 9F – MONOLITHIC FLOORING											
190	Epoxy Flooring Submittals	\$1,125.00				0.00		\$1,125.00	\$0.00		
191	Epoxy Flooring Material	\$6,542.00				0.00		\$6,542.00	\$0.00		
192	Epoxy Flooring Labor	\$6,543.00				0.00		\$6,543.00	\$0.00		
DIVISION 10 – SPECIALTIES											
193	Signage Submittals	\$1,125.00				0.00		\$1,125.00	\$0.00		
194	Signage Material	\$12,750.00				938.00	7.4%	\$11,812.00	\$18.76		
195	Signage Labor	\$9,343.00				0.00		\$9,343.00	\$0.00		
DIVISION 10A – FINISHING HARDWARE											
196	Door Hardware Material	\$94,999.00				0.00		\$94,999.00	\$0.00		
DIVISION 10B – TOILET ROOM ACCESSORIES											
197	Bathroom Accessories Material	\$10,420.00				0.00		\$10,420.00	\$0.00		
198	Bathroom Accessories Labor	\$7,000.00				0.00		\$7,000.00	\$0.00		
DIVISION 10C – PLASTIC TOILET PARTITIONS											
199	Bathroom Partitions Material	\$3,900.00				0.00		\$3,900.00	\$0.00		
200	Bathroom Partitions Labor	\$2,000.00				0.00		\$2,000.00	\$0.00		
DIVISION 10D – METAL SPECIALTIES											
201	Lockers (Personal) Material	\$69,440.00				0.00		\$69,440.00	\$0.00		
202	Lockers (Personal) Labor	\$20,000.00				0.00		\$20,000.00	\$0.00		
203	Evidence Lockers	\$18,942.00				0.00		\$18,942.00	\$0.00		
204	Markerboards	\$12,490.00				0.00		\$12,490.00	\$0.00		
205	Cornerguards	\$2,775.00				0.00		\$2,775.00	\$0.00		
206	Wire Security Partitions	\$4,877.00				0.00		\$4,877.00	\$0.00		
207	Curved Exterior Seating Material	\$16,470.00				0.00		\$16,470.00	\$0.00		
208	Curved Exterior Seating Labor	\$4,000.00				0.00		\$4,000.00	\$0.00		
209	Fingerprint Station	\$300.00				0.00		\$300.00	\$0.00		
210	Intercom Mounting Pedestals w/Enclosure	\$200.00				0.00		\$200.00	\$0.00		
211	Key Cabinets	\$1,540.00				0.00		\$1,540.00	\$0.00		
212	Night Depository Unit	\$2,510.00				0.00		\$2,510.00	\$0.00		
213	Fire Extinguisher Cabinets	\$2,125.00				0.00		\$2,125.00	\$0.00		
DIVISION 10E – INSULATED ROLLING DOORS											
214	Overhead Door Submittals	\$1,125.00				0.00		\$1,125.00	\$0.00		
215	Overhead Door Material	\$20,000.00				0.00		\$20,000.00	\$0.00		
216	Overhead Door Labor	\$10,849.00				0.00		\$10,849.00	\$0.00		
DIVISION 10F – ACCESS FLOOR SYSTEM											
217	Access Floor Submittals	\$1,125.00				0.00		\$1,125.00	\$0.00		
218	Access Floors Material	\$6,188.00				0.00		\$6,188.00	\$0.00		
219	Access Floors Labor	\$6,187.00				0.00		\$6,187.00	\$0.00		
DIVISION 11A – DETENTION EQUIPMENT											
220	Detention/Police Equipment Submittals	\$1,700.00	1,700.00			1,700.00	100.0%	\$58,200.00	\$34.00		
221	Detention/Police Equipment Doors and Frames	\$58,200.00				0.00		\$58,200.00	\$0.00		
222	Detention/Police Equipment Hardware	\$48,600.00				0.00		\$48,600.00	\$0.00		

# 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: 12									
APPLICATION DATE: Feb 14 2022									
PERIOD TO: Feb 15 2022									
ARCHITECT'S PROJECT NO: BMPC									
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
223	Detention/Police Equipment Clearing Trap	\$1,900.00				0.00	\$1,900.00	\$0.00	
224	Detention/Police Equipment Pistol Lockers	\$3,400.00				0.00	\$3,400.00	\$0.00	
225	Detention/Police Equipment Benches	\$3,800.00				0.00	\$3,800.00	\$0.00	
DIVISION 14A - LULA Elevator									
226	Elevator Shops	\$3,500.00				0.00	\$3,500.00	\$0.00	
227	Elevator Material	\$30,000.00				0.00	\$30,000.00	\$0.00	
228	Elevator Labor	\$28,700.00				0.00	\$28,700.00	\$0.00	
DIVISION 15 - MECHANICAL									
229	Equipment Shops	\$2,000.00	2,000.00			2,000.00		\$40.00	
230	Sheet Metal Shops	\$10,000.00	8,000.00			8,000.00	\$2,000.00	\$160.00	
231	ATC Shops	\$5,000.00	5,000.00			5,000.00		\$100.00	
232	Mobilization	\$6,000.00	6,000.00			6,000.00		\$120.00	
233	RTUs Material	\$40,000.00	40,000.00			40,000.00		\$800.00	
234	RTUs Labor	\$2,000.00				0.00	\$2,000.00	\$0.00	
235	VRF Casette / EUR Units Material	\$190,000.00	103,600.00	26,400.00		130,000.00	\$60,000.00	\$2,600.00	
236	VRF Casette / EUR Units Labor	\$32,500.00	15,000.00	10,000.00		25,000.00	\$7,500.00	\$500.00	
237	Condensing Units	\$23,000.00	12,000.00	4,000.00		16,000.00	\$7,000.00	\$320.00	
238	Electric Heat	\$5,000.00	5,000.00			5,000.00		\$100.00	
239	Duct Heaters	\$4,000.00				0.00	\$1,000.00	\$60.00	
240	Exhaust Fans	\$4,000.00	3,000.00			3,000.00	\$4,000.00	\$0.00	
241	Fire Dampers	\$5,000.00				0.00	\$5,000.00	\$0.00	
242	ACR Piping Material	\$20,000.00				0.00	\$20,000.00	\$0.00	
243	ACRP Piping Labor	\$80,000.00				0.00	\$80,000.00	\$0.00	
244	Condensate Piping	\$12,000.00				0.00	\$12,000.00	\$0.00	
245	Sheet Metal Shop Material /Labor	\$130,000.00	98,000.00			98,000.00	\$32,000.00	\$1,960.00	
246	Sheet Metal Field Labor	\$422,000.00	90,500.00	30,000.00		120,500.00	\$301,500.00	\$2,410.00	
247	Insulation	\$50,000.00				0.00	\$50,000.00	\$0.00	
248	Crane/Lift	\$15,000.00				0.00	\$15,000.00	\$0.00	
249	ATC Rough	\$80,000.00	6,000.00			6,000.00	\$74,000.00	\$120.00	
250	ATC Finish	\$10,000.00				0.00	\$10,000.00	\$0.00	
251	ATC Programming and Graphics	\$5,000.00				0.00	\$5,000.00	\$0.00	
252	Air Devices	\$12,000.00				0.00	\$12,000.00	\$0.00	
253	CO Panel	\$2,500.00				0.00	\$2,500.00	\$0.00	
254	Startup/Warranty	\$14,000.00				0.00	\$14,000.00	\$0.00	
255	Balancing	\$5,000.00				0.00	\$5,000.00	\$0.00	
256	O&M and Closeout Documents	\$3,000.00				0.00	\$3,000.00	\$0.00	
257	Punch List	\$3,000.00				0.00	\$3,000.00	\$0.00	
DIVISION 15 - PLUMBING									
258	Submittals and Mobilization	\$6,000.00	4,800.00			4,800.00	\$1,200.00	\$96.00	
259	UG DWV Piping Material Basement	\$32,000.00	32,000.00			32,000.00		\$640.00	
260	UG DWV Piping Labor Basement	\$14,000.00	14,000.00			14,000.00		\$280.00	
261	AG DWV Piping Material	\$18,000.00	18,000.00			18,000.00		\$360.00	

# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document, G702™ – 1992, Application and Certification for Payment, or G732™ – 2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

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

APPLICATION NO: 12  
APPLICATION DATE: Feb 14 2022  
PERIOD TO: Feb 15 2022  
ARCHITECT'S PROJECT NO: BMPC

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
262	AG DWV Piping Labor	\$60,000.00	45,000.00	9,000.00		54,000.00	\$6,000.00	\$1,080.00
263	AG Dom. Water piping Material	\$16,000.00	16,000.00			16,000.00		\$320.00
264	AG Dom. Water piping Labor	\$42,000.00	21,000.00	10,500.00		31,500.00	\$10,500.00	\$630.00
265	Natural Gas Piping Material	\$5,000.00		4,500.00		4,500.00	\$500.00	\$90.00
266	Natural Gas Piping Labor	\$10,000.00		9,000.00		9,000.00	\$1,000.00	\$180.00
267	Storm Drain Material	\$14,000.00	7,000.00			7,000.00	\$7,000.00	\$140.00
268	Storm Drain Labor	\$20,000.00	10,000.00			10,000.00	\$10,000.00	\$200.00
269	Fixtures and Specialties	\$95,000.00	34,000.00			34,000.00	\$61,000.00	\$680.00
270	Fixture Labor	\$42,000.00	4,000.00			4,000.00	\$38,000.00	\$80.00
<b>DIVISION 15 - SPRINKLER SYSTEM (15526)</b>								
271	Mobilization	\$1,000.00	1,000.00			1,000.00		\$20.00
272	Engineer Stamp	\$2,000.00	1,600.00			1,600.00	\$400.00	\$32.00
273	Design	\$20,000.00	15,000.00			15,000.00	\$5,000.00	\$300.00
274	Valve Room Material	\$7,000.00				0.00	\$7,000.00	\$0.00
275	Valve Room Labor	\$12,000.00				0.00	\$12,000.00	\$0.00
276	Rough in Material	\$30,000.00	22,500.00			22,500.00	\$7,500.00	\$450.00
277	Rough in Labor	\$81,000.00	40,500.00			40,500.00	\$40,500.00	\$810.00
278	Plates	\$1,000.00				0.00	\$1,000.00	\$0.00
279	Testing	\$2,000.00				0.00	\$2,000.00	\$0.00
280	Demobilization	\$1,000.00				0.00	\$1,000.00	\$0.00
281	Closeout	\$1,000.00				0.00	\$1,000.00	\$0.00
282	Punch List	\$1,500.00				0.00	\$1,500.00	\$0.00
<b>DIVISION 16/17 - ELECTRICAL/TECH. SYSTEMS</b>								
283	Mobilization	\$25,000.00	25,000.00			25,000.00		\$500.00
284	Submittals	\$5,000.00	5,000.00			5,000.00		\$100.00
285	Temp Electric for Office Trailer L/M	\$5,000.00	5,000.00			5,000.00		\$100.00
286	Temp Electric power and lights for new building L/M	\$6,000.00	1,500.00			1,500.00	\$4,500.00	\$30.00
287	Rough-in site electric serv high volt, telecom, cond Lab	\$33,000.00	33,000.00			33,000.00		\$660.00
288	Rough-in site electric serv high volt, telecom, cond Mat	\$28,000.00	28,000.00			28,000.00		\$560.00
289	Rough in all panels, transformer Labor	\$32,000.00				0.00	\$32,000.00	\$0.00
290	Rough in all panels, transformer Material	\$20,000.00				0.00	\$20,000.00	\$0.00
291	Finish all panels, transformers Labor	\$30,000.00				0.00	\$30,000.00	\$0.00
292	Finish all panels, transformers Material	\$70,000.00	36,476.48			36,476.48	\$33,523.52	\$729.53
293	Rough in Generator Labor	\$13,000.00	7,150.00			7,150.00	\$5,850.00	\$143.00
294	Rough in Generator Material	\$9,000.00	4,500.00			4,500.00	\$4,500.00	\$90.00
295	Finish work for generator Labor	\$18,000.00				0.00	\$18,000.00	\$0.00
296	Finish work for generator Material	\$60,000.00	52,000.00			52,000.00	\$8,000.00	\$1,040.00
297	Rough-in all power and lighting labor	\$180,000.00	36,000.00			36,000.00	\$144,000.00	\$720.00
298	Rough-in all power and lighting materials	\$110,000.00	22,000.00			22,000.00	\$88,000.00	\$440.00
299	Finish all power and lighting Labor	\$190,000.00				0.00	\$190,000.00	\$0.00
300	Finish all power and lighting Material	\$264,000.00	256,587.76			256,587.76	\$7,412.24	\$5,131.76
301	Rough in the installation of the FA System Labor	\$14,000.00	1,400.00			1,400.00	\$12,600.00	\$28.00

# CONTINUATION SHEET

## AIA DOCUMENT G703

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

A	B	C	E		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	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)			BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
302	Rough in the installation of the FA System Material	\$9,000.00	900.00			900.00	10.0%	\$8,100.00	\$18.00
303	Finish work FA Labor	\$13,000.00				0.00		\$13,000.00	\$0.00
304	Finish work FA Material	\$13,000.00	9,500.00			9,500.00	73.1%	\$3,500.00	\$190.00
305	Rough in lighting protection system L&M	\$10,000.00	600.00			600.00	6.0%	\$9,400.00	\$12.00
306	Finish for Lightning protection system L&M	\$8,000.00	480.00			480.00	6.0%	\$7,520.00	\$9.60
307	Rough in Teledata Labor	\$14,000.00	1,400.00			1,400.00	10.0%	\$12,600.00	\$28.00
308	Rough in Teledata Material	\$9,000.00	900.00			900.00	10.0%	\$8,100.00	\$18.00
309	Finish for teledata labor	\$38,000.00				0.00		\$38,000.00	\$0.00
310	Finish for teledata Material	\$49,000.00				0.00		\$49,000.00	\$0.00
311	General demo for all electric labor	\$10,000.00				0.00		\$10,000.00	\$0.00
312	Install cable trays labor and material	\$14,000.00				0.00		\$14,000.00	\$0.00
313	Rough in AV system labor	\$10,000.00	500.00			500.00	5.0%	\$9,500.00	\$10.00
314	Rough in AV system material	\$8,000.00	400.00			400.00	5.0%	\$7,600.00	\$8.00
315	Finish work AV labor	\$40,000.00				0.00		\$40,000.00	\$0.00
316	Finish work AV material	\$65,000.00				0.00		\$65,000.00	\$0.00
317	Rough for CCTV, Access Controls, Booster System Lab	\$18,500.00	2,300.00			2,300.00	3.5%	\$16,200.00	\$46.00
318	Rough for CCTV, Access Controls, Booster System Mat	\$8,000.00	1,850.00			1,850.00	10.0%	\$6,150.00	\$37.00
319	Finish for CCTV, Access Controls, Booster System Lab	\$24,000.00	800.00			800.00	10.0%	\$23,200.00	\$16.00
320	Finish for CCTV, Access Controls, Booster System Mat	\$125,000.00	122,000.00			122,000.00	97.6%	\$3,000.00	\$2,440.00
321	Rough in parking lot poles and lights labor	\$14,000.00	6,300.00			6,300.00	45.0%	\$7,700.00	\$126.00
322	Rough in parking lot poles and lights material	\$7,000.00	2,708.00			2,708.00	38.7%	\$4,292.00	\$54.16
323	Finish work for the parking lot poles and lights labor	\$10,000.00				0.00		\$10,000.00	\$0.00
324	Finish work for the parking lot poles and lights material	\$17,000.00	13,050.00			13,050.00	76.8%	\$3,950.00	\$261.00
325	As Buils	\$4,500.00				0.00		\$4,500.00	\$0.00
326	Closeout	\$10,000.00				0.00		\$10,000.00	\$0.00
327	Punch List	\$10,000.00				0.00		\$10,000.00	\$0.00
	<b>Base Contract Subtotal</b>	12,964,000.00	5,512,836.24	344,490.00	0.00	5,857,326.24	45.2%	\$7,106,673.76	\$0.00
<b>CHANGE ORDERS</b>									
328	BMPC CO #01 Credit for Submittal Exchange	(13,200.00)				(13,200.00)	100.0%		(\$264.00)
329	BMPC CO #02 Temporary Storm Water Control	12,579.00				12,579.00	100.0%		\$251.58
330	BMPC CO #03 Revised E-Drawings	2,532.00				0.00		\$2,532.00	\$0.00
331	BMPC CO #04 Modify Sitework	29,759.00				0.00		\$29,759.00	\$0.00
332	BMPC CO #05 Remove Underground CC Tank	4,246.67				4,246.67	100.0%		\$84.93
333	BMPC CO #06 4 Month of CM Allowance	(40,000.00)				(40,000.00)	100.0%		(\$800.00)
334	BMPC CO #07 Additional Temp Drain	4,511.00				4,511.00	100.0%		\$90.22
335	BMPC CO #08 Stone Over Footings	12,670.80				12,670.80	100.0%		\$253.42
336	BMPC CO #09 2" Sump Discharge Pipe	4,118.29				0.00		\$4,118.29	\$0.00
337	BMPC CO #010 Remove U/G/UF Conc. Struct.	13,281.00				13,281.00	100.0%		\$265.62
338	BMPC CO #011 Steel Frmg at O/H Door	6,567.24				6,567.24	100.0%		\$131.34
339	BMPC CO #012 Steel Baseplate Change	515.77				515.77	100.0%		\$10.32

# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document, G702™ - 1992, Application and Certification for Payment, or G732™ - 2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. In tabulations below, amounts are in US dollars. Use Column I on Contracts where variable retainage for line item may apply.									
APPLICATION NO: 12									
APPLICATION DATE: Feb 14 2022									
PERIOD TO: Feb 15 2022									
ARCHITECT'S PROJECT NO: BMPC									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
340	BMPC CO #013 Truss Relocation	17,719.88	16,819.88			16,819.88	94.9%	\$900.00	\$336.40
	<i>Change Order Subtotal</i>	55,300.65	17,991.36	0.00	0.00	17,991.36	32.5%	\$37,309.29	\$0.00
	<b>GRAND TOTALS</b>	13,019,300.65	5,530,827.60	344,490.00	0.00	5,875,317.60	45.1%	\$7,143,983.05	\$117,506.35

AIA Document G703™ - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All Rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.



# Frankoski Construction Co.

(973) 414-9224 • Fax: (973) 678-0520

GENERAL CONTRACTORS

314 DODD STREET  
EAST ORANGE, NEW JERSEY 07017

## Conditional Waiver and Release Upon Progress Payment

Upon receipt by the undersigned of a check from Township of Barnegat in the sum of  
Customer Name  
\$ 337,600.20 payable to *Frankoski Construction Co., Inc.* and when the check has been properly  
Amount of Payment  
endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release  
any mechanic's lien, stop notice or bond right the undersigned has on the BMPC New Municipal Building located  
Project Site Name  
at 900 West Bay Avenue, Barnegat, NJ 08005 to the following extent: This release covers  
Project Site Address  
a progress payment for labor, services, equipment or material furnished to BMPC New Municipal Building through  
Project Site Name  
2/15/2022 and does not cover any retention retained before, or after, the release date; extras  
Date of Payment Requisition  
furnished before the release date for which payment has not been received; extras or items furnished after the  
release date. Rights based upon work performed or items furnished under a written Change Order which has  
been fully executed by the parties prior to the release date are covered by this release unless specifically  
reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not  
otherwise affect the contract rights, including rights between parties to the contract based upon a rescission,  
abandonment or breach of the contract, or the right of the undersigned to recover compensation for furnished  
labor, services, equipment or material covered by this release if that furnished labor, services, equipment or  
material was not compensated by any previous progress payments.

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

2/18/2022  
(Date Signed)


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

  
(Signature)

Notary

Subscribed and sworn to before me, this

18<sup>th</sup> Day of February 2022

  
(Notary Public Signature)

My Commission Expires 3/14/23

County of Monis

State of New Jersey

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

# AIA<sup>®</sup> Document G706<sup>™</sup> – 1994

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

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

**STATE OF:** New Jersey  
**COUNTY OF:** Essex

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

### EXCEPTIONS:

This applies to Payment Requisition No. 12 only.

### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☐ No


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

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

### CONTRACTOR: *(Name and address)*

Frankoski Construction Co., Inc.  
314 Dodd Street  
East Orange, New Jersey 07017

BY:

  
*(Signature of authorized representative)*

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

Subscribed and sworn to before me on this date: 2/18/22

Notary Public:

My Commission Expires: 3/14/23

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



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

## Contractor's Affidavit of Release of Liens

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

**STATE OF:** New Jersey  
**COUNTY OF:** Essex

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

### EXCEPTIONS:

This applies to Payment Requisition No. 12 only.

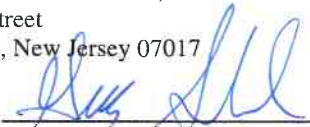
### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

### CONTRACTOR: *(Name and address)*

Frankoski Construction Co., Inc.  
314 Dodd Street  
East Orange, New Jersey 07017

BY:

  
*(Signature of authorized representative)*

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

Subscribed and sworn to before me on this date: 2/18/22

Notary Public:

My Commission Expires: 3/14/22

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

## **RESOLUTION 2022-96**

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

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

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

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

LMAC HOPEFUL 2022, LLC  
DEAN MCDONALD  
BLOCK 192 LOT 9 - 61 GUNNING RIVER ROAD  
ZB 20-01  
ACCOUNT # 7764550686  
PLANNING BOARD REVIEW ESCROW                      \$ 109.15

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

#### **CERTIFICATION**

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township at their regular meeting held on the 1st day of March 2022 at The Municipal Complex, 900 West Bay Avenue, Barnegat, NJ.

---

Donna M. Manno, RMC  
Municipal Clerk

## **RESOLUTION 2022-97**

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

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

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

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

LMAC HOPEFUL 2022, LLC  
DEAN MCDONALD  
BLOCK 192 LOT 7- 65 GUNNING RIVER ROAD  
ZB 20-02  
ACCOUNT # 7764550694  
PLANNING BOARD REVIEW ESCROW                      \$ 117.97

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

### **CERTIFICATION**

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township at their regular meeting held on the 1st day of March 2022 at The Municipal Complex, 900 West Bay Avenue, Barnegat, NJ.

---

Donna M. Manno, RMC  
Municipal Clerk

## **RESOLUTION 2022-98**

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

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

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

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

AVERY HODGSON  
BEER NAKED LADIES BREWING COMPANY  
BLOCK 174.03 LOT 38  
PB 20-02  
ACCOUNT # 7764550719  
PLANNING BOARD REVIEW ESCROW                      \$ 115.78

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

#### **CERTIFICATION**

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township at their regular meeting held on the 1st day of March 2022 at The Municipal Complex, 900 West Bay Avenue, Barnegat, NJ.

---

Donna M. Manno, RMC  
Municipal Clerk

## **RESOLUTION 2022-99**

### **RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE MUNICIPAL CLERK TO ADVERTISE FOR CROSSING GUARD POSITIONS**

**WHEREAS**, the Barnegat Police Department is in need of Crossing Guards to meet the standards of safety of for the children of Barnegat; so

**THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Barnegat that the Municipal Clerk is hereby authorized to advertise for applications to fill Part Time and Full Time Crossing Guard positions for the school year of 2021/2022.

### **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 meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1<sup>st</sup> day of March, 2022.

---

Donna M. Manno, RMC  
Municipal Clerk

## **RESOLUTION 2022-100**

### **RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY APPOINTING SEASONAL PERSONNEL FOR THE MUNICIPAL DOCK FOR THE 2022 SEASON**

**BE IT RESOLVED**, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed as 2022 seasonal personnel at the Municipal Dock at the rate of \$13.00 per hour;

Robert Buggelli,  
Craig Lindstrom  
Robert Symanski  
George Sayre

### **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 West Bay Avenue, Barnegat, on the 1<sup>st</sup> day of March, 2022.

---

Donna M. Manno, RMC  
Municipal Clerk



## RESOLUTION 2022-101

### A RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE ADMINISTRATOR TO SIGN A CONTRACT FOR A 48 MONTH LEASE WITH CANON SOLUTIONS AMERICA FOR A CONTEX IQ QUATTRO 4450/4490 SCANNER FOR THE WATER/SEWER DEPARTMENT

**BE IT RESOLVED** that the Township Committee of the Township of Barnegat, County of Ocean and State of New Jersey that the Township Administrator is hereby authorized to sign a contract with Canon Solutions America, 8000 Midlantic Dr., Suite 110N, Mount Laurel, NJ 08504 for the lease of one (1) Canon Context IQ Quattro 4450/4490 Scanner with floor stand, for a period of 48 months at \$215.00 per month.

**BE IT FURTHER RESOLVED** that the Chief Financial Officer ("CFO") does hereby Certify to the availability of funds with respect to awarding a lease contract to Canon Solutions America, 8000 Midlantic Drive, Suite 110N, Mount Laurel, NJ 08504 in an amount not to exceed \$215.00/month for 48 months;

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

<sup>026</sup>  
2-09-55-500-050  
Line Item(s)

  
Thomas Lombarski, CFO

### CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W Bay Avenue, Barnegat NJ on the 1<sup>st</sup> day of March 2022.

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

Proposal for:

Township of Barnegat

1.18.22

Updated 2.4.2022



Presented By:

**Joe Donato**

Senior Account Executive

856.291.3914

[jdonato@csa.canon.com](mailto:jdonato@csa.canon.com)

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

**Canon**

CANON SOLUTIONS AMERICA



## New Equipment Proposal

**Pricing:** The following is a breakdown of all costs associated with the solution we are proposing. These prices will remain in effect February 25, 2022.

### Equipment Includes:

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

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

36 month \$1 out lease option - ~~\$261.00/month~~

48 month \$1 out lease option - ~~\$204.00/month~~

60 month \$1 out lease option - ~~\$174.00/month~~

Purchase - ~~\$6,024.00~~

### \*Add floor stand for the scanner

36 month \$1 out lease option - ~~\$13.00/month~~

48 month \$1 out lease option - ~~\$11.00/month~~

60 month \$1 out lease option - ~~\$9.00/month~~

Purchase - ~~\$383.00~~



\*stand sold separately

### Proposal Notes:

-Delivery and Installation included

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





## Services, Solutions, Satisfaction.

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

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

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

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

## Why Choose Canon Solutions America?

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

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

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

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

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

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

### Our Commitment:

**We will listen** to understand your requirements.

**We will provide the necessary solutions** to meet those requirements.

**From a financial perspective,** we will provide **benchmark value**.

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



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800) 613-2228

# Lease Schedule ("Schedule") - Itemized (SER-700)

Customer: BARNEGAT, TOWNSHIP OF  
Agreement #: MA4830

CFS App #: 1867784  
Transaction #: S1251386  
Salesperson: Joseph A. Donato  
Order Date: 02/20/22

<b>Billing Information</b>		Customer Account: 1025595	
Company: BARNEGAT, TOWNSHIP OF		DBA:	
Address: 10 WATER ST		County: OCEAN	
Address 2:		Phone #: 609.698.6185 x110	
City: BARNEGAT		Fax #:	
State: NJ		Zip: 08005	
Contact: Janet Jimrogrou		Email: janetw@barnegat.net	
Device Excluded from Maintenance		Maint Base Charge Section A	
Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
<b>Payment Information</b>			
Listed Items Lease Term		# of Lease Payments	
48 Months		48	
<b>Payment Summary ("Plus Applicable Taxes")</b>			
Lease Payment \$215.00		Invoiced by CFS	
Total Maintenance		Invoiced by CFS	
Base Charge		Due at Signing	
# of Payments in Advance		Total Due at Signing	
0		\$0.00	
<b>Equipment Maintenance Information</b>			
Maintenance Declined			
Lease Payment shall be invoiced Monthly			
Purchase Option: \$1 Buyout			
<b>Other Transaction Details</b>			
Lease Payment shall be invoiced Monthly			
Purchase Option: \$1 Buyout			
<b>Ship To &amp; Maintenance Billing Information</b>			
Shipping: 10 WATER ST		Delivery Date: 03/10/22	
Address 2:		City: BARNEGAT	
County: OCEAN		State: NJ Zip: 08005	
Primary Customer Contact: Janet Jimrogrou		Email: janetw@barnegat.net	
Phone #: 609.698.6185 x110		Meter Contact:	
Phone #:		Phone #:	
IT Contact: Janet Jimrogrou		Email:	
Phone #: 609.698.6185		Email: janetw@barnegat.net	
Billing:		Address 2:	
City:		County:	
Billing Contact:		State:	
Phone #:		Zip:	
Elevator: No		Loading Dock: No	
# of Steps: 0		Hrs of Operation: 9-5	
<b>Additional Requirements:</b>			
For CSA USE ONLY: Config A   64497544			
THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"), TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE. THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT <a href="http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS">ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</a> , AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.			
Customer Authorized Signature: X		Printed Name:	
ACCEPTANCE CERTIFICATE			
To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.			
Authorized Signature:		Title:	
For Internal Purposes Only:		Date:	
CFS Authorized Signature:		Title:	
SER-700 Itemized Lease March 2020		Date:	
		**Requires ImageWARE Remote	

## RESOLUTION 2022-102

### RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING CONDO SERVICES REIMBURSEMENTS

**WHEREAS**, the Township of Barnegat has previously agreed by Resolution to reimburse certain Condominium Associations for Street Lighting, Sanitation and Snow Plowing; and

**WHEREAS**, the Chief Financial officer is directed to make payment annually;  
now

**THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Chief Financial Officer is hereby directed to reimburse the below listed Associations in the amounts listed for the 2021 year as follows:

Barnegat on the Bay	\$ 6,370.00
Bayside at Barnegat	\$ 2,392.00
Morning Harbor	\$ 4,204.00
Morning Shores	\$ 3,046.00
Spinnaker Run Condos Assoc.	\$ 2,314.00

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

---

Donna M. Manno, RMC  
Municipal Clerk

## **RESOLUTION 2022-103**

### **RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE BARNEGAT POLICE TO TRANSFER OWNERSHIP AND TITLE OF 2013 FORD EXPLORER**

**WHEREAS**, the Barnegat Police Department has a vehicle that is no longer in use; 2013 Ford Explorer, aka Car #52; and

**WHEREAS**, the Barnegat School District is in need of a vehicle; and

**WHEREAS**, the Barnegat Police Department wishes to authorize the transfer of Ownership and Title OF 2013 Ford Explorer, Car #52 to the Barnegat School district at \$0.00 cost; and

**THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Barnegat authorizes the Transfer of Ownership and Title of used Police Vehicle, Car #52, 2013 Ford Explorer to the Barnegat School District at \$0.00 cost.

### **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 meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1<sup>st</sup> day of March, 2022.

---

Donna M. Manno, RMC  
Municipal Clerk



# CERTIFICATE OF TITLE

#52

PREFIX IDENTIFICATION NUMBER SUFFIX YEAR MAKE MODEL BODY TYPE  
1FM5K 8AR9D GA513 72 2013 FOR EXP WAGON

TYPE OF TITLE DUPLICATE NO GVW/WC/LGTH COLOR/MT/LHP DEALER I.D. AXLES/PROP FUEL  
STANDARD 8 BLKWT 47600N 2

FEE ISSUE DATE VIN-REPLACEMENT MILEAGE STATUS  
60.00 09-17-2012 28 A P

OWNER(S)  
BARNEGAT TWP  
900 WEST BAY AVE  
BARNEGAT NJ 08005

P-FULLY  
P-POLICE  
L-LEMON LAW  
A-ACTUAL MILEAGE  
N-NOT THE ACTUAL MILEAGE  
M-MILEAGE EXCEEDS THE MECHANICAL LIMITS

NUMBER OF OWNERS 1

NUMBER OF LIENHOLDERS

OWNER DL/CC #:07791 60000 80050

I, CHIEF ADMINISTRATOR OF THE MOTOR VEHICLE COMMISSION, OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT EVIDENCE OF PURCHASE OF OWNERSHIP, IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEW JERSEY, OF THE DESCRIBED ARTICLE, HAS BEEN RECORDED AND FILED WITH ME, AND I DO HEREBY ISSUE THIS CERTIFICATE OF OWNERSHIP SUBJECT TO SECURITY AGREEMENT OR LIEN, IF ANY AS STATED.

*[Signature]*  
SIGNATURE

State of New Jersey  
MOTOR VEHICLE COMMISSION

CONTROL NUMBER AK841304



DATE  
SECOND LIENHOLDER  
DATE  
FIRST LIENHOLDER

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

ISM/GS-1 (R9/10)

BP MK20122610094

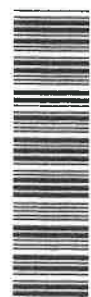
ALTERATION OR ERASURE VOIDS THIS TITLE.

KEEP IN SAFE PLACE

VOID IF ALTERED

↑ FOLD AND TEAR AT PERFORATION ↑

THIS IS A RECEIPT DOCUMENT ONLY  
VIN: 1FM5K8AR9DGA51372 MILEAGE: 28 A DUP: STATUS: P  
FOR 2013 WAGON EXP BLKWT 8 AXLE:2 DEALER ID:47600N  
07791 60000 80050  
BARNEGAT TWP TITLE I : 60.00  
900 WEST BAY AVE SALES TAX :  
BARNEGAT NJ 08005 LFIS : 0.00  
BP MK20122610094 60.00 I STANDARD TOTAL (K) : 60.00



AK841304

CUSTOMER COPY



**Subject:** Police Vehicle for the Schools

**From:** Lieutenant Jeffrey Ryan <ryan350@barnegatpolice.us>

**To:** Donna Manno <donna@barnegat.net>

**Date:** Thursday, 02/03/2022 10:25 AM

---

Good morning Donna,

The information for the resolution to transfer the old police car to the school district is as follows:

2013 Ford Explorer  
Vin #1FM5K8AR9DGA51372  
mileage 173694  
AKA Car-52

thanks,

Jeff

Lieutenant Jeffrey Ryan #350  
Support Services Division Commander  
Barnegat Township Police Department  
900 West Bay Avenue  
Barnegat, N.J. 08005  
609-698-5000 x220



**RESOLUTION NO. 2022-104**

**RESOLUTION OF THE TOWNSHIP OF  
BARNEGAT, COUNTY OF OCEAN, STATE OF  
NEW JERSEY, AWARDING BID FOR BASIC LIFE  
SUPPORT EMERGENCY MEDICAL SERVICE  
AND TRANSPORTATION TO QUALITY  
MEDICAL TRANSPORT, INC.**

**WHEREAS**, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, (the “Township”) is in need of basic life support emergency medical service response and transportation services (“EMS”); and

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

**WHEREAS**, in response to the solicitation of bids, one bid was received from Quality Medical Transport, Inc. as follows:

<u>Proposals</u>	<u>Monthly Cost</u>
Two ambulances 24 hours a day 7 days a week	\$76,541.99
Alternate Proposal #1: One ambulance 24 hours a day 7 days a week	\$12,648.08
Alternate Proposal #2: Two ambulances 6 a.m. to 6 p.m.; one ambulance 6 p.m. to 6 a.m.	\$44,595.03

**WHEREAS**, the Township has reviewed the proposal and believes that Alternate Proposal 1 of one ambulance for 24-hour service for a 5-year term satisfies the needs of the Township; and

**WHEREAS**, the Township has reviewed the bid submission and believes it conforms to the bid requirements; and

DASTI & ASSOCIATES  
ATTORNEYS AT LAW

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

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

1. The Township awards the bid for basic life support emergency medical response and transportation services to Quality Medical Transport, Inc. for a 5-year term beginning February 15, 2022 and ending February 14, 2027 pursuant Alternate Proposal #1 to provide a total monthly cost of \$12,648.08 for one dedicated ambulance with 24 hours service in the Township of Barnegat.

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

3. The award if the bid is subject to the Township's budgetary constraints.

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

- (a) Alfonso Cirulli, Mayor;
- (b) Martin J. Lisella, Township Administrator;
- (c) Thomas Lombarski, CFO;
- (d) Chief of Police, Keith Germain;
- (e) Quality Medical Transport, Inc.; and
- (f) Christopher J. Dasti, Esq., Township Attorney.

DASTI & ASSOCIATES

ATTORNEYS AT LAW

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

**CERTIFICATION**

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on March 1, 2022, a quorum being present and voting in the majority.

---

Donna M. Manno, RMC  
Municipal Clerk

Prepared by:

**DASTI & ASSOCIATES, P.C.**

DASTI & ASSOCIATES

ATTORNEYS AT LAW

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

## **RESOLUTION 2022-105**

### **A RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING DISPOSAL OF SURPLUS PROPERTY**

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

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

**WHEREAS**, the online auction site shall be govdeals.com

**NOW THEREFORE BE IT RESOLVED**, that the Barnegat Township Committee, County of Ocean, State of New Jersey does hereby authorize the auction of the attached schedule of surplus property:

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

### **CERTIFICATION**

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1<sup>st</sup> day of March 2022.

---

Donna M. Manno, RMC  
Municipal Clerk

## **ITEM**

Canon C2230 Copier

Cannon iPF750 GIS Map Printer

Cannon DADF-H1 Copier

Large amounts of scrap water meters

1991 Ford E350 Ambulance Vin #1FDKE30M4MHA66794

## **RESOLUTION 2022-106**

### **RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING AND AUTHORIZING EXECUTION OF A NEW COLLECTIVE BARGAINING AGREEMENT WITH THE BARNEGAT TOWNSHIP POLICE SUPERIOR OFFICER'S ASSOCIATION AS OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2026.**

**WHEREAS**, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has previously entered into Collective Bargaining Agreements ("CBAs") with the Barnegat Township Police Superior Officers Association ("SOA"); and

**WHEREAS**, the last CBA expired on December 31, 2021; and

**WHEREAS**, negotiations by and between representatives of the Township and SOA have been ongoing, and have resulted in a satisfactory resolution; and

**WHEREAS**, the Township Committee has received and carefully reviewed the proposed amendments to the prior SOA terms and conditions; and

**WHEREAS**, the Township believes that the finalization of these negotiations and acceptance of the CBA is in the long term best interests of the Township, the SOA, its residents and taxpayer.

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

1. The Township accepts the new Collective Bargaining Agreement, a true copy of which is on file at the office of the Township Clerk and can be reviewed during normal business hours.

2. The Township authorizes and directs the Mayor and Township Clerk to execute any and all necessary documents in order to implement the intent of this Resolution.

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

- (a) Honorable Alfonso Cirulli, Mayor;
- (b) Thomas Lomarski, CFO, Township of Barnegat;
- (c) Captain Jason Carroll;
- (d) Keith Germain, Chief of Police;
- (e) Christopher Dasti, Esquire.

#### **CERTIFICATION**

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on March 1, 2022, a quorum being present and voting in the majority.

---

Donna M. Manno, RMC  
Municipal Clerk



1/1/22

AGREEMENT  
BETWEEN TOWNSHIP  
OF BARNEGAT AND  
BARNEGAT TOWNSHIP POLICE  
PBA 296  
SUPERIOR OFFICERS  
ASSOCIATION

JANUARY 1, 2022 THROUGH DECEMBER 31, 2026

## TABLE OF CONTENTS

### PREAMBLE

### ARTICLE

### PAGE

I	RECOGNITION AND SCOPE OF AGREEMENT	4
II	COLLECTIVE BARGAINING PROCEDURE	5
111	DISCRIMINATION AND COERCION	5
IV	SALARIES	6
V	LONGEVITY	8
VI	VACATION LEAVE	8
VII	HOLIDAYS	10
VIII	SICK LEAVE	10
IX	PERSONAL LEAVE DAYS	11
X	BEREAVEMENT	11
XI	EATING PERIOD	11
XII	EDUCATION INCENTIVE	11
XIII	HEALTH BENEFITS	13
XIV	OVERTIME	15
XV	UNIFORM AND CLOTHING ALLOWANCE	16
XVI	WORK SCHEDULE	17
XVII	LEGAL AID	18
XVIII	SAVINGS CLAUSE	18
XIX	MANAGEMENT RIGHTS	18
XX	PENSIONS	18

XXI	SEVERENCE PAY	18
XXII	DEATH BENEFITS	18
XXIII	GRIEVANCE PROCEDURE	19
XXIV	DURATION	21
XXV	RETENTION OF BENEFITS	21
XXVI	EXCHANGE OF SHIFTS.	21
XXVII	SHIFT DIFFERENTIAL	21
XXVIII	SENIORITY	21
XXIX	MATERNITY	22
XXX	OUT OF TITLE PAY	22
XXXI	OUTSIDE WORK	22
XXXII	SPECIAL OFFICERS	23
XXXIII	GPS	23
XXXIV	COMPLETENESS OF AGREEMENT	24

### **Preamble**

THIS AGREEMENT made this 1st day of January, 2022 by and between the TOWNSHIP OF BARNEGAT, a Municipal Corporation of the County of Ocean, State of New Jersey, hereafter referred to as "employer" and the BARNEGAT TOWNSHIP POLICE SUPERIOR OFFICERS ASSOCIATION, hereafter referred to as "SOA" as bargaining agent and on behalf of Superior Officers of the Barnegat Township Police Department, Township of Barnegat, County of Ocean, State of New Jersey, hereafter referred to as "employee"

### **Witnesseth**

**WHEREAS**, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its Employees and to establish a basic understanding relative to rates of pay, hours of works and other conditions of employment consistent with the law.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereunto agree with each other with respect to the Employees and the Employer recognized as being represented by the "SOA" as follows.

### **Article I**

#### **Recognition and Scope of Agreement**

Section 1: The Employer hereby recognizes the SOA as the sole and exclusive representative of all Employees in a negotiating unit as defined in Article I Section 2, herein, for the purpose of collective bargaining and all activities and relative procedures thereto.

Section 2: The bargaining unit shall consist of all the Superior Police Officers of the Police Department of Barnegat Township now employed of hereafter employed, Sergeant, Lieutenant and Captain. The Chief of Police in not covered by this agreement.

Section 3: This agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4: This agreement is made pursuant to the Ordinances of the Township of Barnegat and pursuant to a resolution duly adopted by the Township Committee of the Township of Barnegat at a public meeting.

Section 5: It is understood by both parties, that upon the separation from employment of the individual currently holding the position of "Police Clerk" under this agreement, this position and title will no longer be a part of this bargaining unit/majority representative and no new employee hired or promoted into the position of "Police Clerk" shall be governed by any terms or conditions of this agreement.

## **Article II Collective Bargaining Procedure**

Section 1: Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designees and members of the Committee as designated by the Township Committee of the Township of Barnegat and the designated officer of the SOA or their designee together with members of their negotiating Committee, shall be the respective negotiating agents for the parties.

Section 2: Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3: Employees of the employer, who may be designated by the "PBA" to participate at collective bargaining agreement meetings, will be excused from their work assignments.

## **Article III Discrimination and Coercion**

There shall be no discrimination, interference or coercion by the Employer or any of its agents or Employees against activity by the "SOA." The "SOA" shall not intimidate or coerce employees into membership. Neither the Employee nor the "SOA" shall discriminate against any Employee because of race, color, creed, sex, national origin or political affiliation.

#### **Article IV Salaries**

Effective January 1, 2022, a two percent (2.0%) increase shall be calculated each year for 2022, 2023, 2024, 2025, and 2026. Thus the salaries for the members of this majority representative shall be in accordance with the following salary schedule/guide.

The parties agree that on-call pay, Senior Officer Status, Senior Sergeant Pay, Senior Commander Pay will be paid as part of the base salary and not as a stipend.

A minimum of ten percent differential shall be maintained between ranks from top grade Patrolman salary through the rank of Captain. At a minimum, there shall remain a 20% differential between top grade Patrolman and the rank of Sergeant.

#### **Increments-**

(January Increment) If an employee is employed on the 1st day of January through the 30th day of June, then that employee's next and subsequent increments shall be determined as of January 1st of the following calendar year.

(July Increment) Any employee who is employed on or after the 1st day of July through the 31st day of December shall have their next and subsequent increments measured as of July 1st of the following calendar year. As of 2009 if employed as a SLEOI for longer than 12 months then that employee will start at the 2nd increment when appointed full time.

Article IV Section 1 Sergeants and Section 2 Lieutenants/Captains will specifically provide salary details for the listed rank. These details will be solely specific to the rank mentioned.

#### **Section 1 Sergeants:**

For 2008, the Shift Differential shall be incorporated into the base pay, listed below. A Sergeants salary shall be computed off the base pay in the following order by including Training/Certification Stipends, Senior Officer Status, Longevity, Senior Sergeant Pay into the base pay and then calculating the holiday pay for that year to compute the daily rates that apply for benefits, excluding salary increases.

2022	2023	2024	2025	2026
\$133078.55	\$135740.12	\$138454.92	\$141224.01	\$144048.49

A newly appointed Sergeant, who is not presently part of the SOA, would receive no more than a twenty (20%) percent increase from the (then) current Patrolman's salary.

Senior Sergeant Pay: Officers within the rank of Sergeant will receive 2.5% Senior Sergeant Pay at the start of their 20th year with the department and an additional 2.5% Senior Sergeant Pay at the start of their 23<sup>rd</sup> year with the department for a total of 5.0% Senior Sergeant Pay. The parties agree it will be paid and incorporated as part of their salary, paid bi-weekly, and not as a stipend.

## **Section 2 Lieutenant's/Captains:**

For 2008, the Shift Differential shall be incorporated into the base pay, listed below. A Lieutenants/Captains salary shall be computed off the base pay in the following order by including Training/Certification Stipends, Emergency Management Stipend, Senior Officer Status, Longevity, Senior Commander Pay into the base pay and then calculating the holiday pay for that year to compute the daily rates that apply for benefits, excluding salary increases.

	2022	2023	2024	2025	2026
Lieutenants	\$149314.12	\$152300.40	\$155346.40	\$158453.32	\$161622.38
Captains	\$164245.52	\$167530.43	\$170881.03	\$174298.65	\$177784.62

The parties agree that there will be a two (2%) percent additional break in rank payment for a total of twelve (12%) percent break in rank payment for Lieutenants over the base pay received by Sergeants. This will not apply to the difference in salary between Lieutenants and Captains.

Senior Commander Pay: Officers within the rank of Lieutenant/Captain will receive 2.5% Senior Commander Pay at the start of their 22nd year with the department The parties agree it will be paid and incorporated as part of their salary, paid bi-weekly, and not as a stipend.

### **Article V Longevity**

- A. Each employee of the township shall be paid in addition to his/her current annual wages a longevity increment, based upon his/her years of employment with the employer, including all time employed including all positions within the police department, a percentage of his/her basic salary, in accordance with the following schedule:
- Start of the 5<sup>th</sup> year of service = 5 percent  
Start of the 8<sup>th</sup> year of service= 6 percent  
Start of the 11<sup>th</sup> year of service= 7 percent  
Start of the 14<sup>th</sup> year of service= 8 percent  
Start of the 17<sup>th</sup> year of service= 9 percent  
Start of the 20<sup>th</sup> year of service = 10 percent
- B. Beginning with the start of the employee's tenth year of service with the Township employees shall receive \$2,500 Senior Officer Status pay to be paid pursuant to Article IV paragraph 2.
- C. Longevity payments will be included in the computation of the daily rates that apply for the calculation of benefits, excluding salary increases. Longevity increments shall be included in the salary based upon the January and July increments described in Article IV.

### **Article VI Vacation Leave**

Section 1: All Regular Full Time Employees shall receive an annual vacation leave from duty with pay, in anticipation of continued employment.

Section 2: Selection of vacation shall be based upon seniority.

Section 3: All employees must use 40% of his/her yearly entitlement, rounded to the lower even number in the event of an odd number of vacation days. The Township will pay each employee for any unused vacation time from the previous year not required to be taken under this article. The time will be paid at the previous year's rate and will be paid no later than the first pay period in February of the current year.

Section 4: If an employee does not use 40% of his/her vacation time, he/she will lose that time unless a commanding officer denies the employee the right to use such vacation time. If an employee is denied the use of vacation time, that additional time will be paid to the employee no later than the first pay period in February of the following year, in accordance with the formula set forth in Section 3 of this article.

Section 5: An employee shall be entitled to vacation time according to the following schedule. Vacation leave shall be calculated based upon time employed within the police department. The following schedule will be the number of working days that are allotted for vacation leave per year.



<u>Years of Completed Service</u>	<u>Terms of Steps</u>	<u>Maximum Accumulation Per Year</u>	
-	0-3 Years	15 Days	150 hours
3	4-7 Years	18 Days	180 hours
7	8-11 Years	21 Days	210 hours
11	12-15 Years	26 Days	260 hours
15	16- 20 Years	28 Days	280 hours
20	21 & Over	30 Days	300 hours

Section 6: Vacation time shall be allotted based upon a 10 hour work day. A vacation day shall be deducted based upon the number of hours in the scheduled shift.

Section 7: Vacation time for the forthcoming calendar year will be allotted as of January 1<sup>st</sup> Vacation time is awarded in anticipation of continued employment. Vacation Leave shall be calculated at the January and July Increments described in Article V.

Section 8: All Department personnel will select their vacation leave prior to March 15th of the current year. Any four (4) Patrolman and two (2) Sergeants from the patrol division and a minimum of 1 member from each squad shall be permitted to take a vacation at the same time, in accordance with Section 2, Article VI. Any two (2) members of differing ranks, from each division other than patrol shall be permitted to take a vacation at the same time, division shall include investigative and administrative, in accordance with Section 2, Article VI. More members than the above minimums shall be permitted to take vacation leave as long as minimum shift coverage is maintained or upon the approval of the division commander. If all vacation leave has not been selected by March 15th, it may be done after this date providing 30 days prior notice is given and selection is made accordance with the provisions in this article. Shorter notice of Vacation Leave may be permitted after being reviewed by the division supervisor. Time may be taken in whole days, half days, or hourly.

Section 9: Vacation time, once selected in accordance with Article VI, Sections 1- 8 will under no circumstances be denied. In the event vacation periods cause less than adequate shift coverage, officers will be called in on an overtime basis to cover said shifts.

Section 10: If unforeseen circumstances on the part of the Employee prevent taking vacation as had been scheduled prior to March 15th he may reschedule vacation leave in any available time period not already allotted to another officer, however, 30 days prior notice must be given.

Section 11: In the final year of employment, an employee may sell back his/her entire vacation entitlement for that year. If an employee retires in the middle of the year he/she will be allotted to sell back their prorated vacation entitlement for that year. The employee must notify the Township Administrator in writing, prior to February 1st of the year in which the employee is going to retire, if the employee intends to sell back the entire entitlement.

Section 12: Upon termination for any reason, all accumulated vacation time will be paid to the employee at his/her current rate of pay, not later than one (1) month after termination of employment. Any unearned vacation time taken prior to termination will be deducted from the Employee's final compensation. Effective January 1, 2005, vacation time will not be accumulated from year to year. Accumulated vacation time prior to January 1, 2005 shall remain unless the time is utilized. A list of the officers with their remaining time prior to January 1, 2005 shall be attached to this agreement.

Section 13: Vacation leave shall be permitted to be utilized in increments of one hour. During the time of emergency when the Department is operating on 12 hour cycles, vacation time can be rescinded unless a member is out of state.

### **Article VII Holidays**

Section 1: Each employee shall receive 15 ½ paid holidays per year. As of January 1st the payment to the employee for these 15 ½ holidays shall be calculated annually at straight time and incorporated into the employee's base salary which shall be paid bi-weekly.

Section 2: These 15 ½ holidays are: New Year's Day, President's Birthday (Observed), Good Friday, Easter Sunday, Martin Luther King's Birthday ( Observed), Memorial Day (Observed), Juneteenth, Independence Day (July 4th), Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving, The Friday after Thanksgiving, Christmas Eve (December 24th½ day), Christmas Day (December 25th).

The day after Christmas shall also be a holiday when it falls on a Friday.

### **Article VIII Sick Leave**

Section 1: All employees covered by this agreement shall be granted sick leave with pay for the purpose of leaving with pay from duty, in the event of any sickness and/or injury for themselves or any immediate family, at a rate of 15 working days per year in anticipation of continued employment. Days will be allotted based upon a 10 hour work day. Days will be deducted based upon the number of hours in the scheduled shift.

Section 2: For any sickness, illness or injury occurring or arising to an employee as a result of his/her employment, the employee shall be compensated in accordance with the terms and conditions of the current Worker's Compensation Insurance Policy, up to the employee's full pay.

Section 3: Each employee shall receive three (3) working days off for the purpose of caring for his/her immediate family in the event of sickness in the employee's immediate family. These (3) days off shall be at full pay and any immediate family sick leave time provided for in this section shall not be accumulative nor shall be deducted from any sick leave provided for in section 1 of this article. This time may be taken as a full day or as a fraction thereof. Immediate family in this article shall be defined as spouse, children, mother, father, grandparents, brothers or sisters of the employee and parents and grandparents of the spouse.

Section 4: Upon termination of employment for any reason, the officer shall be entitled to a lump sum payment for earned and unused accumulated sick leave computed at the current employee's daily rate of pay. However, in no event shall any officer's payment exceed \$20,000.

Any employee who currently has accumulated and unused sick time that exceeds the \$20,000 max value as of January 1, 2005 will be paid when the employee retired from the township, based upon his rate of pay as of January 1, 2006. A list of all employees whose accumulated and unused sick time exceeds the \$20,000 maximum shall be attached to this agreement as Appendix A.

Section 5: Sick time may be taken in full or half days. Sick leave can be utilized in increments of one hour.

Section 6: A: Each member of the unit may sell back twenty (20) sick days or 200 hours, regardless of the number of days used. Unit members must maintain a minimum of 200 hours accumulated after the sell back to be eligible except in the final year of employment. Members shall be compensated at the rate of pay for the current year.

B: Payment of this buy back shall be made by the first pay period in March of the following year. Eligible employees must select the buy back by February 15<sup>th</sup>.

Section 7: Any member may choose to confer sick time to another member. Members may also be permitted to pool sick time for the use of a member upon a review of the PBA Executive Board.

#### **Article IX Personal Leave Days**

Each Employee shall be granted four (4) personal leave days off with pay during the course of any calendar year to be taken as full days or half days. Said leave days are not accumulative and will be lost if not utilized during the calendar year. A three (3) day notice of taking personal leave days is required, unless emergency circumstances necessitate shorter notice. No employee is required to explain the purpose of any personal leave days. These personal leave days will be utilized at the officer's discretion and cannot be denied under any circumstance without exception. Employees shall be permitted to utilize family illness days as personal days, or vice versa.

#### **Article X Bereavement Leave**

All regular full time employees covered by this agreement shall receive five (5) working days off with pay in the event of a death in the employee's immediate family. The term immediate family shall include parents, brothers, sisters, spouse's parents, brothers and sisters and grandparents of the employee or spouse, or any other dependent relative living within the employee's household.

For any death other than that of the immediate family the employee shall be granted up to two consecutive days to attend wake and funeral services providing the services fall on an employee's work day, otherwise they shall be granted one day. Eight (8) working days shall be granted in the event of a death of an employee's spouse or children.

#### **Article XI Eating Period**

Each employee shall receive a 60 minute eating period per eight hour shift worked. Employees shall after four hours of work be entitled to a (30 min break) if they work any period less than 8 hours or every four hours for shifts worked over 8 hours.

#### **Article XII Education Incentive**

Section 1: The employer agrees to pay to each employee, in addition to his annual salary, an educational incentive based upon not only his/her college credits, but based also upon recognized police training other than the basic police academy training.

Section 2: For each accumulative 40 hours of recognized police training accumulative by an employee, said employee shall receive three (3) education points. Each education point is worth, 2008 \$13.50, 2009 \$15.00 and 2010 \$16.00.

Section 3: Such police training must be in a recognized training course and proof of successful completion of such course must be made by supplying the Chief of Police with the appropriate standard certification or diploma of satisfactory completion of such course.

Section 4: The employer shall agree to pay to each employee, in addition to his annual salary, and in addition to any payment made for police training, an educational incentive for college credits earned towards a police related degree upon the accumulation of a minimum of 32 college credits and in accordance with the following schedule:

College Credits	Amount of Incentive
32-63	\$1000.00
64-95	\$1500.00
96-127	\$2000.00
128 or more, Bachelor Degree	\$2500.00
Masters Degree	\$3000.00

Section 5: The maximum amount of payment for college incentive in any one year is \$2,500. Education and training incentive money earned shall be paid bi-annually on the first pay period in March and the first pay period in November and shall continue with the employee's employment with the Barnegat Township police Department.

Section 6: Proof of eligibility for police training educational benefits and/or college educational benefits shall be submitted to the Chief of Police by February 15th and October 15th.

Section 7: Proof of satisfactory completion of the required credits must be submitted in the form of a college transcript or a submission of a diploma or an Associate's Degree or Bachelor's Degree or Master's Degree.

Section 8: The employer agrees to reimburse the employee for the purchase of required books needed for any college course taken toward earning police or police related degree. Payment will be made to the employee upon submission of paid receipts for same. The employer agrees to reimburse the cost of two college courses per academic semester, including any required enrollment, lab or college imposed fees attended at an accredited college institution upon successful completion of the course.

Section 9: The employer agrees to the payment for recognized specialized police training. This recognizes that certain specialized training is essential to the police department for providing training to other members and maintaining specialized units. The following is a list of the specialized training:

Emergency Medical Technician	\$1000
Field Training Officer	\$500
SWAT/Sniper trained officer	\$500
Active SWAT/Sniper trained officer attached to a team	\$1000
Accident Investigator	\$1000
Firearms Instructor	\$500
Other certified Instructor	\$500
Paramedic	\$2000

The payment for these certifications shall be computed and incorporated into the member's base salary. The parties agree that stipends will be prospectively limited to two (2) stipends per Officer. In the event that any Officer in SOA currently has more than two (2) stipends, as of 9/21/15 agreement, they will continue to receive those stipends. Each stipend will remain at no more than \$2,500.00 per stipend.

#### Section 10: The Office of Emergency Management.

An officer appointed as Emergency Management Coordinator shall receive an annual stipend of \$3500. An officer appointed as Deputy Emergency Management Coordinator shall receive an annual stipend of \$3000.

Stipends paid in accordance with Section 10 shall be paid pursuant to Article IV paragraph 2.

### **Article XIII Health Benefits**

#### A. Medical Care

1. The township shall provide to each full time employee and the employee's immediate family (spouse and children), access to medical policy(ies) that is available at the time through the township.
2. Health Benefits shall be paid in accordance with the current Health Benefits Contract.
3. Nothing in this article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.
4. All employees are required to pay 20% of all out of network costs on a maximum of \$3,000 (\$600 + \$100 deductible for single and \$600 + \$200 deductible for a family). No employee shall be required to pay more than \$600 per year in out of network costs. Any out of network costs in excess of \$600 will be paid by the township.
5. The township shall cover the cost of fertility medications. The township shall also reimburse 50% of fertility related treatments and procedures up to a maximum of \$15,000 per year for fertility.
6. A complete copy of the benefit coverage shall be provided to the employees upon request.
7. The parties agree that the existing medical contribution provision (Article XIII) shall continue to be regulated by (prior) Chapter 78. The parties understand that the provisions of Chapter 78 shall no longer be in effect as of December 31, 2015. However the parties agree to keep the same payment requirements as set forth therein, with the exception that there will be an annual cap on contributions of \$10000.00

#### Vision Care

The township shall provide for the costs of vision care for employees up to a maximum amount of \$600 per calendar year and shall be increased by \$25 on January 1 of each contract year with a cap of \$650. The employees may use this benefit for any member of his/her immediate family. Family means a member of the employee's family residing within his/her home and included up to the age 26 years old.

#### Dental Care

The township shall provide to all full time employees and the employee's family group dental coverage through the State of New Jersey Health Benefits Plan. Said benefits will be no less than those offered as of June 1, 2011.

Nothing in this article shall prevent the township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.

#### Prescription Plan

The township shall provide a prescription plan through a carrier that provides a prescription card service with the following coverage: Employees shall pay a prescription co-pay in accordance with the following:

Generic and brand name drugs will be the same/equal to the current State Health Care Plan.

Other limits to match the current level of coverage at the date of this agreement

Nothing in this article shall prevent the township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.

### Article XI Overtime

Section 1: The employer shall pay overtime, consisting of time and one-half (1 ½ times) to all employees covered by this agreement, for hours worked in excess of the normal regular work week in 1 hour increments.

Section 2: Call Out -An employee calling out during his off-duty time will be given a minimum of four (4) hours pay at time and one-half, this shall include mandatory court appearances. An employee called out shall only be required to remain on duty until his assignment is completed and is not mandated to remain on duty any longer than that time.

Section 3: On Call -Any employee placed on-call status during a holiday shall be paid one half (1/2) of his straight time hourly rate for hours on on-call status. If an employee is called out while on-call status, he will be compensated according to Section 2 of this article. For days other than holidays, members placed on-call shall receive \$10 per shift or \$20 per day on a day which that member works and \$30 per day on a day that member is scheduled off. This does not include any member not required to respond when called onto duty from an on-call status. Any member placed on standby status shall be compensated at straight time.

Section 4: Members shall have the option of taking overtime as compensatory time instead of overtime pay at a rate of 1 ½ times the hours worked. No member shall be forced to take overtime worked as compensatory time instead of pay. Members shall be permitted to accumulate compensatory time to the current approved statutory amount which is 480 hours. No member shall be forced to utilize compensatory time unless the employee exceeds the statutory approved amount.

Employees that receive weekly compensatory time due to their work schedule exceeding 37.5 hours shall receive 2.5 hours a week in compensatory time. The time shall be allotted semi- annually {130 hrs.) for that time period starting in January. No member shall be required to use this compensatory time as described above.

Section 5: No overtime pay will be permitted for Lieutenants or Captains. Therefore the agreement set forth in the prior Article XIV is hereby stricken and withdrawn for Lieutenants or Captains. In lieu of overtime pay the Officers are permitted to take compensatory time at the rate of one and one-half (1 ½) times the hours work in accordance with (prior) Section IV of Article XIV. All members shall be permitted to accumulate compensatory time up to 480 hours.

### **Article XV Uniforms and Clothing**

If any Uniform equipment change is initiated by the employer, the cost of uniform or equipment will be absorbed at the expense of the employer.

All employees assigned to specialized units shall have their uniforms provided to them by the employer at no cost to the employee. The employee shall be reimbursed for all uniforms and equipment purchased for the specialized units.

A class A uniform shall be issued to all officers hired prior to January 1, 2008 and shall be phased in every year of this contract until all officers have been issued the uniform.

The employer shall replace any uniforms, equipment or personal property damaged or destroyed while the employee is on duty.

Upon retirement an officer will receive an identification card with the word "Retired" on same, a Badge and Carrying Case.



## **Article XVI Work Schedule**

Section 1: All members working a "4 on 4 off" 10 hour shift schedule will be required to work one extra shift per month in addition to their normally scheduled shift. This extra shift will be used for training purposes provided the employee receives at least 30 days' notice of the assignment. The training shift shall be no longer than 10 hours, but will conclude when the training for that session is complete.

Section 2: The regular work schedule for all members assigned to the Patrol Division shall consist of four days on duty, followed by four days off duty. Any employee covered by this agreement not working a 4 on 4 off schedule shall work a 4 on 3 off 10 hour shift schedule. School resource officers shall be an exception unless it is mutually agreed to change the SRO work schedule. Mutual agreement between the employer and employee is required prior to implementing a different schedule or a change in shift hours. In all cases, all employees covered by this agreement shall work 37.5 hours per week.

Section 3: The duty schedule for all department personnel will be posted by the fifteenth day of the preceding month for which the schedule is to be worked.

Section 4: Section 4: The schedule described in section 1 and 2 has been agreed upon between this bargaining unit and the employer. The shifts and hours shall be as follows: 1 600-1600, 2 1400-2400 and 3 2000-0600. Other recognized shifts shall include 0800 -1800 and 0700 - 1700. All other shift hours shall be agreed upon between the township and this unit prior to implementation.

Section 5: The parties agree that any Captains or Lieutenants who are assigned to the Patrol Division are exempt from training shift provisions.

### **Article XVII Legal Aid**

Section 1: The employer shall provide and pay the reasonable attorney's fees for the defense of any lawsuit, including both civil and criminal charges, brought against an employee as a result of his employment, providing the employee is found by the court system to have acted reasonable and proper or a finding of not guilty to criminal charges. However, this provision does not apply to any disciplinary actions brought by the employer against the employee.

Section 2: The employer shall provide all necessary false arrest and liability insurance for each employee covered by this agreement, for causes of action of any nature arising out of the performance of their duties.

### **Article XVIII Savings Clause**

In the event that any Federal or State legislation, governmental regulation, including Internal Revenue Service determination, or court decision, cause invalidation of any Article or Section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall comply and renegotiate concerning any such invalidated provision.

### **Article XIX Management Rights**

Nothing in this agreement shall be construed to abrogate nor interfere with the duties, rights and obligations of the employer imposed by the laws of the state of New Jersey. Guidance, direction and management of Barnegat Township Police Department shall, pursuant to law, be vested in the Governing Body and the Police Committee of Barnegat Township.

### **Article XX Pensions**

The employer shall continue to make contributions as heretofore provided to insure pension and retirement benefits to employees covered by this agreement, under the Police and Fire Retirement System pursuant to the provisions of the statutes and laws of the State of New Jersey. Employees shall be immediately enrolled into PFRS upon appointment as a full time officer.

### **Article XXI Severance Pay**

Upon termination, the employee shall receive one (1) day's pay for each year of service, at the employee's current rate of pay.

### **Article XXII Death Benefits**

The employer shall pay to a deceased employee's beneficiary all benefits accrued by the employee up to the date of death, including accumulated sick time and vacation time at the deceased Employee's then current rate of pay.

The spouse and children of any employee who dies while on duty shall continue to receive the benefits currently in effect at the time of death consistent with the terms and conditions of the current health care plans of the township. The employer shall pay for funeral costs up to \$15,000 for an employee who dies while on duty.

## **Article XXIII Grievance Procedure**

### **A. Definitions**

1. Grievance – A “grievance” is a claim by an officer or the Association based upon the interpretation, application or violation of this agreement as well as a dispute of any minor disciplinary action or administrative decision.
2. Aggrieved Person – An “aggrieved person” is the person or persons or the Association making the claim.
3. Party in Interest – A “party in interest” is the person or persons making the claim and any person including the Association, who might be required to take action or against who action might be taken in order to resolve the claim.

### **B. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting officers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **C. Procedure**

1. Time Limits the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

#### **2. Level One – Staff Supervisor/Division Commander.**

An Officer with a grievance shall first discuss it with their staff supervisor/division commander, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

#### **3. Level Two – Chief**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) working days after the presentation of the grievance to the Staff Supervisor/Division Commander, he/she may file the grievance with the Chief of Police, either directly or through the Association's designated representative within five (5) working days after the decision at Level One or ten (10) working days after the grievance was presented, whichever is sooner. The officer or the Association will submit the grievance in writing.

#### **4. Level Three - Committee**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he/she may file the grievance in writing with the Township Committee within five (5) working days after the decision at Level Two or ten (10) working days after the grievance was presented, whichever is sooner. Within twenty-one (21) working days after receiving the written grievance, the Township Committee shall respond to the grievance.

#### **5. Level Four – Arbitration**

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within twenty-one (21) working days after the grievance was delivered to the Township Committee, he/she may within five (5) working days after a decision by the Committee, or fifteen (15) working days after the grievance was delivered to the Committee, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it shall submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person, in accordance with PERC rules and regulations.

b. The arbitrator's decision shall be in writing and shall be submitted to the Township and the Association and shall be final and binding on the parties.

c. Any costs for services of the arbitrator, shall be allocated in accordance with PERC rules. Any other expenses incurred shall be paid by the party incurring same.

d. Rights of Officers to Representation: Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by representative(s) selected or approved by the Association, not to exceed two (2). When an officer is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

e. Miscellaneous

1. Group Grievance:

2. If in the judgment of the Association, a grievance affects a group or class of officers, the Association may submit such grievance in writing to the Chief of Police directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3. Written Decisions: Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level --- Three and four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 4 of this article.

4. Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Chief of Police and the Association and given appropriate distribution so as to facilitate the operation of the grievance procedure.

5. Meetings and Hearings: All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designates or selected representatives, heretofore referred to in this Article.

6. Implementation

a. A decision at any level of this procedure supporting a grievance shall have that decision be implemented within fifteen (15) working days of that decision being placed in writing.

b. If the time period where there is no decision made by Chief at level Two or the Committee at Level Three than the grievance shall be upheld and then implemented of the aggrieved person's grievance shall be implemented within fifteen (15) working days after the time for the written decision was to be provided.

#### **Article XXIV Duration**

This agreement shall be in effect as of, and applied retroactively to the first day of January 2022, to and including the last day of December, 2026. In the event that a new written contract has not been entered into between the Employer and "SOA" on or before the last day of December, 2026, then all of the terms and conditions of this contract shall be in full force unless and until a new contract has been negotiated.

#### **Article XXV Retention of Benefits**

Except as otherwise provide herein, all benefits which Employees have heretofore enjoyed and presently enjoying, shall be maintained and continued by the Employer during the term of this agreement.

#### **Article XXVI Exchange of Shifts**

Two (2) Employees shall have the right to exchange shifts or days off at their discretion. These exchanges do not require approval, however, one (1) day notice prior to said changes is required.

#### **Article XXVII Shift Differential**

Employees shall have the shift differential permanently incorporated into the base salary for 2008 and the annual payment of shift differential shall be eliminated.

#### **Article XXVIII Seniority**

Seniority shall be determined by the officer's length of service as a police officer in the police department, calculated from the first day of employment as a probationary patrolman. In determining preference for the purposes of selecting vacation assignment, shift selection, compensatory time off, holidays and personal days, seniority shall control. Any overtime shall also be allocated according to seniority on a rotating basis within the majority representative unit. A refusal of an overtime opportunity shall be considered as time worked for the purposes of the rotating overtime list. The Chief of Police and the Township shall retain all prerogatives as granted by statute or rule.

### **Article XXIX Maternity Leave**

Female officers shall advise the employer of a pregnancy. The rights of a female officer shall include, but are not limited to the following provisions:

The female officer shall be permitted to work her normal duties so long as such work is permitted by a doctor. Upon recommendation of the female officer's personal physician, said officer shall be temporarily transferred to an administrative position within the Department, for which she is capable of performing.

In addition to the other provisions of this article, the female officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following her childbirth. The female officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes, except in a case where the female officer has requested and been approved for an unpaid leave of absence which is not required by either the Federal FMLA or the State FLA. At all times covered by this article, the female officer shall be maintained in the pension system with the employer paying the appropriate contributions to said system. Upon return to duty status, the female officer shall be placed in the same position which she held before being placed on administrative duty due to her pregnancy status. Female Officers shall receive six weeks off and male officers shall receive one week off with pay for the birth of a child.

### **Article XXX Out of Title Pay**

Any officer assigned as the Officer in Charge (OIC) of a shift in the absence of a sergeant, will be compensated at a sergeants' rate of pay for the time worked in absence of a sergeant.

Any officer who is assigned the responsibility of a higher ranking position in their absence shall receive compensation at that position's rate of pay.

The rate of pay shall be no less than the percentage difference between the base pay of the employee's assigned rank and the base pay of the title of assigned responsibility.

### **Article XXXI Outside Work**

- A. When an officer works an "off-duty" employment assignment, the rate of compensation for "off duty" employment shall be \$95 provided it is accompanied by a reduction of the fee charged by the Township to \$100, otherwise, the increase in compensation shall be the greater of 5% or the % the Township raises the rate unless a different agreement has been reached. The SOA upon agreement with the township shall freeze the rate as long as the township's rate is frozen.

Beginning calendar year 2022, the rate of compensation shall increase to \$100.00 per hour and increase to \$105.00 per hour starting in calendar year 2025. The rate of \$105.00 per hour will continue throughout this agreement.

2022-24	2025-2026
---------	-----------

\$100.00	\$105.00
----------	----------

- B. There shall be four (4) hours minimum compensation for any "off-duty" employment assignment not cancelled at least four (4) hours prior to the start time of the assignment. There shall also be a four (4) hour minimum compensation for any "off- duty" assignment regardless of the hours worked less than the four 4) hours. Officers shall also be compensated on an hourly basis when calculating payment for time worked.
- C. The compensation for "off- duty" employment assignments of officers as herein set forth shall not be added to the officer's base pay for the purpose of calculating longevity benefits.

#### **Article XXXII Special Officers**

The employer shall conform to all state (Title 40) laws regarding the hiring and proper utilization of special officers. Special Officers shall not be utilized to offset overtime and shall not be counted towards minimum manpower for a shift. Special Officers shall not perform or replace the duties that would be performed by a regular full time officer and shall only be utilized to supplement the duties that full time officers perform.

#### **Article XXXIII GPS**

Civilians shall not have access to view GPS data. Civilian Police Personnel shall only have access to the data in the performance of their duties. No GPS data shall be viewed or utilized for any criminal or disciplinary action unless there was reasonable suspicion to view the data. The PBA shall be given written notice prior to the access of the GPS information in reference to any investigation into any member or for any other purpose.

**Article XXXII Completeness of Agreement**

This agreement constitutes the entire collective negotiating agreement between the parties and contains all the benefits to which the Employees covered by this agreement are entitled.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2022.

Township of Barnegat

\_\_\_\_\_  
Alfonso Cirulli

Mayor

Superior Officers Association

\_\_\_\_\_  


Gary LaRussa

SOA Negotiating Committee

Township of Barnegat

\_\_\_\_\_  
Martin J Lisella

Township Administrator

Superior Officers Association

\_\_\_\_\_  


Wayne Eslinger

SOA President

Superior Officers Association

\_\_\_\_\_  


Chris Ebert

PBA 296 State Delegate



## **RESOLUTION 2022-107**

### **RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING AND AUTHORIZING EXECUTION OF AGREEMENT BY AND BETWEEN THE TOWNSHIP AND THE BARNEGAT TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION (PBA) LOCAL 296.**

**WHEREAS**, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has been involved in extensive negotiations with representatives of the Barnegat Township Policemen's Benevolent Association Local 296 (hereinafter referred to as the "PBA"; and

**WHEREAS**, the last PBA contract expired on December 31, 2021; and

**WHEREAS**, negotiations by and between representatives of the Township and the PBA have resulted in a satisfactory resolution; and

**WHEREAS**, the Township Committee has received and carefully reviewed the proposed amendments to the prior PBA terms and conditions; and

**WHEREAS**, the Township believes that the finalization of these negotiations and acceptance of the PBA agreement is in the long term best interests of the Township, the PBA, and its residents and taxpayers.

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

1. The Township accepts the new Agreement of the PBA Local 296 from January 1, 2022 through December 31, 2026 as a true copy of which is on file at the office of the Township Clerk and can be reviewed during normal business hours.

2. The Township authorizes and directs the Mayor and Township Administrator to execute any and all necessary documents in order to implement the intent of this Resolution.

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

- (a) Honorable Alfonso Cirulli, Mayor;
- (b) Thomas Lomarski, CFO, Township of Barnegat;
- (c) Captain Jason Carroll;
- (d) Keith Germain, Chief of Police;
- (e) Christopher Dasti, Esquire.

#### **CERTIFICATION**

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on March 1, 2022, a quorum being present and voting in the majority.

---

Donna M. Manno, RMC  
Municipal Clerk

01/01/2022

**AGREEMENT BETWEEN  
TOWNSHIP OF BARNEGAT  
AND  
BARNEGAT TOWNSHIP POLICEMEN'S  
BENEVOLENT ASSOCIATION**

**JANUARY 1, 2022 THROUGH DECEMBER 31, 2026**

## TABLE OF CONTENTS

### **PREAMBLE**

<u>ARTICLE</u>	<u>PAGE</u>
I RECOGNITION AND SCOPE OF AGREEMENT . . . . .	4
II COLLECTIVE BARGAINING PROCEDURE . . . . .	5
III DISCRIMINATION AND COERCION . . . . .	5
IV SALARIES . . . . .	6
V LONGEVITY . . . . .	7
VI VACATION LEAVE . . . . .	8
VII HOLIDAYS . . . . .	10
VIII SICK LEAVE . . . . .	11
IX PERSONAL LEAVE DAYS . . . . .	12
X BEREAVEMENT . . . . .	12
XI EATING PERIOD . . . . .	13
XII EDUCATION INCENTIVE . . . . .	13
XIII HEALTH BENEFITS . . . . .	15
XIV OVERTIME . . . . .	17
XV UNIFORM AND CLOTHING ALLOWANCE . . . . .	18
XVI WORK SCHEDULE . . . . .	20
XVII LEGAL AID . . . . .	21
XVIII SAVINGS CLAUSE . . . . .	21
XIX MANAGEMENT RIGHTS . . . . .	22
XX PENSIONS . . . . .	22

XXI	SEVERENCE PAY	.	.	.	.	.	.	.	22
XXII	DEATH BENEFITS	.	.	.	.	.	.	.	22
XXIII	GRIEVANCE PROCEDURE	.	.	.	.	.	.	.	23
XXIV	DURATION	.	.	.	.	.	.	.	26
XXV	RETENTION OF BENEFITS	.	.	.	.	.	.	.	26
XXVI	EXCHANGE OF SHIFTS	.	.	.	.	.	.	.	26
XXVII	SHIFT DIFFERENTIAL	.	.	.	.	.	.	.	26
XXVIII	SENIORITY	.	.	.	.	.	.	.	26
XXIX	MATERNITY	.	.	.	.	.	.	.	27
XXX	OUT OF TITLE PAY	.	.	.	.	.	.	.	28
XXXI	OUTSIDE WORK	.	.	.	.	.	.	.	28
XXXII	SPECIAL OFFICERS	.	.	.	.	.	.	.	29
XXXIII	PBA TIME	.	.	.	.	.	.	.	29
XXXIV	GPS	.	.	.	.	.	.	.	30
XXXV	LAYOFFS OR FURLoughs	.	.	.	.	.	.	.	31
XXXVI	FIT FOR DUTY	.	.	.	.	.	.	.	31
XXXVII	COMPLETENESS OF AGREEMENT	.	.	.	.	.	.	.	32

### Preamble

THIS AGREEMENT made the 17th day of December, 2021 by and between the TOWNSHIP OF BARNEGAT, a Municipal Corporation of the County of Ocean, State of New Jersey, hereafter referred to as "employer" and the BARNEGAT TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 296, hereafter referred to as "PBA" as bargaining agent and on behalf of the members of the Barnegat Township Police Department, Township of Barnegat, County of Ocean, State of New Jersey, hereafter referred to as "employee"

### Witnesseth

**WHEREAS**, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its Employees and to establish a basic understanding relative to rates of pay, hours of works and other conditions of employment consistent with the law.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereunto agree with each other with respect to the Employees and the Employer recognized as being represented by the "PBA" as follows.

### Article I

#### Recognition and Scope of Agreement

Section 1: The Employer hereby recognizes the PBA as the sole and exclusive representative of all Employees in a negotiating unit as defined in Article I Section 2, herein, for the purpose of collective bargaining and all activities and relative procedures thereto.

Section 2: The bargaining unit shall consist of all regular, full-time members of PBA Local 296 now employed of hereafter employed, except the Chief, Captains, Lieutenants and Sergeants.

Section 3: This agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4: This agreement is made pursuant to the Ordinances of the Township of Barnegat and pursuant to a resolution duly adopted by the Township Committee of the Township of Barnegat at a public meeting.

### Article II

### **Collective Bargaining Procedure**

Section 1: Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designees and members of the Committee as designated by the Township Committee of the Township of Barnegat and the designated officer of the PBA or their designee together with members of their negotiating Committee, shall be the respective negotiating agents for the parties.

Section 2: Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3: Employees of the employer, who may be designated by the "PBA" to participate at collective bargaining agreement meetings, will be excused from their work assignments.

### **Article III**

#### **Discrimination and Coercion**

There shall be no discrimination, interference or coercion by the Employer or any of its agents or Employees against activity by the "PBA." The "PBA" shall not intimidate or coerce Employees into membership. Neither the Employee nor the "PBA" shall discriminate against any Employee because of race, color, creed, sex, national origin or political affiliation.

#### Article IV

#### Salaries

Effective January 1, 2022, a 2 percent (2.0%) increase shall be calculated each year for 2022, 2023, 2024, 2025 and 2026. Thus the salaries for the members of this majority representative shall be in accordance with the following salary schedule/guide

For 2008, the Shift Differential shall be incorporated into the base pay. An officer's salary shall be computed by then including Training/Certification Stipends, Senior Officer Status, then Longevity into the base pay and then calculating the holiday pay for that year to compute the daily rates that apply for benefits, excluding salary increases.

\*\* See salary guide on Appendix A.

A minimum of ten percent differential shall be maintained between the position of top grade Patrolman salary and Detective/Corporal. A Detective First Grade shall receive ten percent above the 6th increment/ completion of 60 months salary step in the PBA agreement. See article XVIII below.

As of January 1<sup>st</sup> 2012 there will be no further members eligible for the Detective First Grade compensation. All members who are currently at the position will not be affected and shall retain the current compensation plan.

#### Increments

- January Increment – If an employee is employed on the 1<sup>st</sup> day of January through the 30<sup>th</sup> day of June, then that employee's next and subsequent increments shall be determined as of January 1<sup>st</sup> of the following calendar year.
- July Increment – Any employee who is employed on or after the 1<sup>st</sup> day of July through the 31<sup>st</sup> day of December shall have their next and subsequent increments measured as of July 1<sup>st</sup> of the following calendar year.

As of 2009 if employed as a SLEOII for longer than 12 months then that employee will start at the 2<sup>nd</sup> increment when appointed full time.



## Article V

### Longevity

- A. Each employee of the township shall be paid in addition to his/her current annual wages a longevity increment, based upon his/her years of employment with the employer, including all time employed including all positions within the police department, a percentage of his/her basic salary, in accordance with the following schedule:

Start of the 5<sup>th</sup> year of service = 5 percent  
Start of the 8<sup>th</sup> year of service = 6 percent  
Start of the 11<sup>th</sup> year of service = 7 percent  
Start of the 14<sup>th</sup> year of service = 8 percent  
Start of the 17<sup>th</sup> year of service = 9 percent  
Start of the 20<sup>th</sup> year of service = 10 percent

- B. Beginning with the start of the employee's tenth year of service with the Township, they shall receive \$2,500 Senior Officer Status pay to be paid pursuant to Article IV paragraph 2.
- C. Longevity payments will be included in the computation of the daily rates that apply for the calculation of benefits, excluding salary increases. Longevity increments shall be included in the salary based upon the January and July increments described in Article IV.
- D. For employees hired after January 1<sup>st</sup> 2012 the following longevity scale shall apply.
- Start of the 10<sup>th</sup> year of service = 5 percent  
Start of the 14<sup>th</sup> year of service = 6 percent  
Start of the 18<sup>th</sup> year of service = 7 percent

\*Employees hired after January 1<sup>st</sup> 2012, shall not be eligible to receive the senior officer status pay.

Each employee hired after January 1, 2018 shall not be eligible for longevity.

Article VI  
Vacation Leave

Section 1: All Regular Full Time Employees shall receive an annual vacation leave from duty with pay, in anticipation of continued employment.

Section 2: Selection of vacation shall be based upon seniority.

Section 3: All employees must use 30% of his/her yearly entitlement, rounded to the lower even number in the event of an odd number of vacation days. The Township will pay each employee for any unused vacation time from the previous year not required to be taken under this article. The time will be paid at the previous year's rate and will be paid no later than the first pay period in February of the current year.

Section 4: If an employee does not use 30% of his/her vacation time, he/she will lose that time unless a commanding officer denies the employee the right to use such vacation time. If an employee is denied the use of vacation time, that additional time will be paid to the employee no later than the first pay period in February of the following year, in accordance with the formula set forth in Section 3 of this article.

Section 5: An employee shall be entitled to vacation time according to the following schedule. Vacation leave shall be calculated based upon time employed within the police department. The following schedule will be the number of working days that are allotted for vacation leave per year.

Years of Service

<u>Completed</u>	<u>Terms of Step</u>	<u>Maximum Accumulation Per Year</u>	
	0 – 3 Years	15 Days	150 hours
3	4 – 7 Years	18 Days	180 hours
7	8 – 11 Years	21 Days	210 hours
11	12 – 15 Years	26 Days	260 hours
15	16 – 20 Years	28 Days	280 hours
20	21 & Over	30 Days	300 hours

Section 6: Vacation time allotted for the year shall be calculated based upon the 10 hour work day. A vacation day shall be deducted depending on the hours scheduled for the shift.

Section 7: Vacation time for the forthcoming calendar year will be allotted as of January 1<sup>st</sup>. Vacation time is awarded in anticipation of continued employment. Vacation Leave shall be calculated at the January and July Increments described in Article V.

Section 8: All Department personnel will select their vacation leave prior to March 15<sup>th</sup> of the current year. The vacation schedule shall be posted for the members to select their vacation. Any three (3) Patrolman and two (2) Sergeants from the patrol division and a minimum of 1 member from each squad shall be permitted to take a vacation at the same time, in accordance with Section 2, Article VI. Any two (2) members of differing ranks, from each division other than patrol shall be permitted to take a vacation at the same time, division shall include investigative and administrative, in accordance with Section 2, Article VI. More members than the above minimums shall be permitted to take vacation leave as long as minimum shift coverage is maintained or upon the approval of the division commander. If all vacation leave has not been selected by March 15<sup>th</sup>, it may be done after this date providing 15 days prior notice is given and selection is made accordance with the provisions in this article. Shorter notice of Vacation Leave may be permitted after being reviewed by the division supervisor. Time may be taken in whole days or half days.

Section 9: Vacation time, once selected in accordance with Article VI, Sections 1 – 8 will under no circumstances be denied. In the event vacation periods cause less than adequate shift coverage, officers will be called in on an overtime basis to cover said shifts.

Section 10: If unforeseen emergency circumstances on the part of the Employee prevent taking vacation as had been scheduled prior to March 15<sup>th</sup>, he may reschedule vacation leave in any available time period not already allotted to another officer, however, 15 days prior notice must be given or upon approval of the division commander.

Section 11: In the final year of employment, an employee may sell back his/her entire vacation entitlement for that year. If an employee retires in the middle of the year he/she will be allotted to sell back their prorated vacation entitlement for that year calculated to the next six

month period (January or July). The employee should notify the Township Administrator in writing, prior to February 1<sup>st</sup> of the year in which the employee is going to retire, if the employee intends to sell back the entire entitlement.

Section 12: Upon termination for any reason, all accumulated vacation time will be paid to the employee at his/her current rate of pay, not later than one (1) month after termination of employment unless a mutual agreement is reached. Any unearned vacation time taken prior to termination will be deducted from the Employee's final compensation. Effective January 1, 2005, vacation time will not be accumulated from year to year. Accumulated vacation time

prior to January 1, 2005 shall remain unless the time is utilized. A list of the officers with their remaining time prior to January 1, 2005 shall be attached to this agreement.

Section 13: Vacation leave shall be permitted to be utilized in increments of one hour. During the time of emergency when the Department is operating on 12 hour cycles, vacation time can be rescinded unless a member is out of state. The town shall reimburse the employee for any costs incurred due to the cancellation of vacation or time off.

Section 14: Employees shall be able to carry up to the maximum of 30 vacation days (300 hours) into a Use Only Bank. The Use Only days may be used for time off only at the members discretion.

Section 15: Members may choose to confer Vacation, Sick or Compensatory Time to another member at their discretion if needed.

## Article VII

### Holidays

Section 1: Each employee shall receive 15 ½ paid holidays per year. As of January 1<sup>st</sup> 2008, the payment to the employee for these 15 ½ holidays shall be calculated annually at straight time and incorporated into the employee's base salary which shall be paid bi-weekly.

Section 2: These 15 ½ holidays are: New Year's Day, President's Day (Observed), Good Friday, Easter Sunday, Martin Luther King's Birthday ( Observed), Memorial Day (Observed), Juneteenth (Observed), Independence Day (July 4<sup>th</sup>), Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving, The Friday after Thanksgiving, Christmas Eve (December 24<sup>th</sup> ½ day), Christmas Day (December 25<sup>th</sup>).

The day after Christmas shall also be a holiday when it falls on a Friday.

As of Jan 1, 2009 the holiday pay will be calculated based on a ten hour day and the total holiday incorporated into base pay is one hundred fifty five hours.

## Article VIII

### Sick Leave

Section 1: All employees covered by this agreement shall be granted sick leave with pay for the purpose of leaving with pay from duty, in the event of any sickness and/or injury for themselves or any immediate family, at a rate of 15 working days per year in anticipation of continued employment. The time shall be calculated based upon the ten hour shift. 15 Days = 150 hrs

Section 2: For any sickness, illness or injury occurring or arising to an employee as a result of his/her employment, the employee shall be compensated in accordance with the terms and conditions of the current Worker's Compensation Insurance Policy, up to the employee's full pay.

Section 3: Each employee shall receive three (3) working days off for the purpose of caring for his/her immediate family in the event of sickness in the employee's immediate family. These (3) days off shall be at full pay and any immediate family sick leave time provided for in this section shall not be accumulative nor shall be deducted from any sick leave provided for in section 1 of this article. This time may be taken as a full day or as a fraction thereof. Immediate family in this article shall be defined as spouse, children, mother, father, grandparents, brothers or sisters of the employee and parents and grandparents of the spouse. Each employee hired after January 1, 2018 shall have two working days off to be used for family illness.

Section 4: Upon termination of employment, the officer shall be entitled to a lump sum payment for earned and unused accumulated sick leave computed at the current employee's daily rate of pay. However, in no event shall any officer's payment exceed \$20,000, unless the employee separation was due to a disability retirement or death.

Section 5: Sick time may be taken in full days or half days. Sick leave can be utilized in increments of one hour.

Section 6: A: Each member of the unit may convert twenty (20) sick days or 200 hrs, regardless of the number of days used as pay as an incentive for non-use of sick time. Unit members must maintain a minimum of 200 hrs accumulated after the conversion to be eligible except in the final year of employment. Members shall be compensated at the rate of pay for the current year.

B: Payment of this incentive shall be made by the first pay period in March of the following year. Eligible employees must select the conversion by February 15<sup>th</sup>.

Section 7: Members may be permitted to pool sick time for the use of a member upon a review of the PBA Executive Board.

Section 8: In the final year of employment, an employee may convert his/her entire sick entitlement for that year. If an employee retires in the middle of the year he/she will be allowed to convert their prorated sick entitlement for that year calculated to the next six month period (January or July). The employee should notify the Township Administrator in writing, prior to February 1<sup>st</sup> of the year in which the employee is going to retire, if the employee intends to convert the entire entitlement.

#### **Article IX**

##### **Personal Leave Days**

Each Employee shall be granted four (4) personal leave days off with pay during the course of any calendar year to be taken as full days or half days. Said leave days are not accumulative and will be lost if not utilized during the calendar year. Prior notice of taking personal days is recommended, but not required. No employee is required to explain the purpose of any personal leave days. These personal leave days will be utilized at the officer's discretion and cannot be denied under any circumstance without exception. Employees shall be permitted to utilize family illness days as personal days or vice versa.

#### **Article X**

##### **Bereavement Leave**

All regular full time employees covered by this agreement shall receive five (5) working days off with pay in the event of a death in the employee's immediate family. The term immediate family shall include parents, brothers, sisters, spouse's parents, brothers and sisters, grandparents and grandchildren of the employee or spouse, or any other dependent relative living within the employee's household.

For any family death other than that of the immediate family the employee shall be granted up to two (2) consecutive days to attend wake and funeral services provided the services fall on an employee's work day, otherwise they shall be granted one (1) day. Eight (8) working days shall be granted in the event of a death of an employee's spouse or children.

**Article XI**  
**Eating Period**

Each employee shall receive a 60 minute eating period per eight hour shift worked. Employees shall after four hours of work be entitled to a (30 min break) if they work any period less than 8 hours or every four hours for shifts worked over 8 hours.

**Article XII**  
**Education Incentive**

Section 1: The employer agrees to pay to each employee, in addition to his annual salary, an educational incentive based upon not only his/her college credits, but based also upon recognized police training other than the basic police academy training.

Section2: For each accumulative 40 hours of recognized police training accumulative by an employee, said employee shall receive three (3) education points. Each education point is worth, \$16.

Section 3: Such police training must be in a recognized training course and proof of successful completion of such course must be made by supplying the Chief of Police with the appropriate standard certification or diploma of satisfactory completion of such course.

Section 4: The employer shall agree to pay to each employee, in addition to his annual salary, and in addition to any payment made for police training, an educational incentive for college credits earned towards a police related degree at the rate of \$16 per credit upon the accumulation of a minimum of 32 college credits and in accordance with the following schedule:

College Credits	Amount of Incentive
32 – 63	\$640
64 – 95	\$1,024
96 – 127	\$1,536
128 or more Bach Degree	\$2,048
Master's Degree	\$2,500

Section 5: The maximum amount of payment for college incentive in any one year is \$2,500. Education and training incentive money earned shall be paid bi-annually on the first

pay period in March and the first pay period in November and shall continue with the employee's employment with the Barnegat Township Police Department.

Section 6: Proof of eligibility for police training educational benefits and/or college educational benefits shall be submitted to the Chief of Police by February 15<sup>th</sup> and October 15<sup>th</sup>.

Section 7: Proof of satisfactory completion of the required credits must be submitted in the form of a college transcript or a submission of a diploma or an Associate's Degree or Bachelor's Degree or Master's Degree.

Section 8: The employer agrees to reimburse the employee for the purchase of required books needed for any college course taken toward earning police or police related degree. Payment will be made to the employee upon submission of paid receipts for same. The employer agrees to reimburse the cost of two college courses per year, including any required enrollment, lab or college imposed fees attended at an accredited college institution upon successful completion of the course.

Section 9: The employer agrees to the payment for recognized specialized police training. This recognizes that certain specialized training is essential to the police department for providing training to other members and maintaining specialized units. The following is a list of the specialized training and compensation associated with the certification.

Emergency Medical Technician	\$1,000
Field Training Officer	\$500
SWAT/Sniper trained officer (separate from active)	\$500
Active SWAT/Sniper trained officer attached to a team	\$1,000
Accident Investigator	\$1,000
Arson Investigator	\$500
Firearms Instructor	\$500
Other certified Instructor/Training	\$500
Paramedic	\$2,000
Matron	\$1,500

The payment for these certifications shall be computed and incorporated into the member's base pay. Members shall be eligible for 3 of the above listed qualifications and the maximum compensation for an officer shall be \$2,500.



Article XIII  
Health Benefits

A. Medical Care

1. The township shall provide to each full time employee and the employee's immediate family (spouse and children), access to the medical policy (ies) that is available at the time throughout the Township.
2. Nothing in the Article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.
3. All employees are required to pay 20% of all out of network costs on a maximum of \$3,000 (\$600 + \$100 deductible for single and \$600 + \$200 deductible for a family). No employee shall be required to pay more than \$600 per year in out of network costs. Any out of network costs in excess of \$600 will be paid by the township.
4. The township shall cover the cost of fertility medications. The township shall also reimburse 50% of fertility related treatments and procedures up to a maximum of \$15,000 per year for fertility.
5. A complete copy of the benefit coverage shall be provided to the employees upon request.
6. The township shall reimburse all employees who voluntarily do not take the health care benefits 50% the value of what the health care would cost the employer. If the employee is enrolled into the SHBP then reimbursement shall conform to those guidelines.
7. The health care contribution mandated by state law shall be based upon the value of the prescription and medical coverage.
8. Health benefit Chapter 78 contributions shall be reduced to Tier level 3 of the Chapter 78 schedule and any and all healthcare plans shall be equal to or better than the direct access plan presently in effect at the time of the signing of this agreement.
9. Vision Care:

The township shall provide for the costs of vision care for employees up to a maximum amount of \$600 per calendar year, and shall be increased by \$25.00 on January 1<sup>st</sup> of each contract year. The vision care benefit shall not exceed the maximum of \$650.00/year during the contract period. The employees may use this benefit for any member of his/her immediate family. Family means a member of the employee's family residing within his/her home and included up to the age 26 years old.

#### Dental Care

The township shall provide to all full time employees and the employee's family group dental coverage through the State of New Jersey Health Benefits Plan. Said benefits will be no less than those offered as of June 1, 2011.

Nothing in this article shall prevent the township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.

#### Prescription Plan

The township shall provide a prescription plan through a carrier that provides a prescription card service.

Health Incentive: Members that successfully pass the department held PT Test will be awarded 10 hours straight compensation time. The comp. time (TC) earned from the PT Test is for use only. The physical test standards will be determined by the Chief of Police.

## Article XIV

### Overtime

Section 1: The employer shall pay overtime, consisting of time and one-half (1 ½ times) to all employees covered by this agreement, for hours worked in excess of the normal regular work week in 1 hour increments.

Section 2: Call Out – An employee called out during his off-duty time will be given a minimum of four (4) hours pay at time and one-half regardless of work schedule. This shall include mandatory court appearances. An employee called out shall only be required to remain on duty until his assignment is completed and is not mandated to remain on duty any longer than that time.

Section 3: On Call – Any employee placed on-call status during a holiday shall be paid one half (1/2) of his straight time hourly rate for hours on on-call status. If an employee is called out while on-call status, he will be compensated according to Section 2 of this article. For days other than holidays, members placed on-call shall receive \$10 per shift or \$20 per day on a day which that member works and \$30 per day on a day that member is scheduled off. This does not include any member not required to respond when called onto duty from an on-call status. Any member placed on standby status shall be compensated at straight time.

Section 4: Members shall have the option of taking overtime as compensatory time instead of overtime pay at a rate of 1 ½ times the hours worked. No member shall be forced to take overtime worked as compensatory time instead of pay. Members shall be permitted to accumulate compensatory time to the current approved statutory amount which is 480 hours. No member shall be forced to utilize compensatory time unless the employee exceeds the statutory approved amount.

Employees that receive weekly compensatory time due to their work schedule exceeding 37.5 hours shall receive 2.5 hours a week in compensatory time. The time shall be allotted annually or semi-annually (65 hrs) for that time period starting in January and July.

Article XV  
Uniform and Clothing Allowance

Section 1: All initial uniforms and equipment for a starting employee are to be issued and paid for by the employer. Upon completion of the probationary first year of service, employee will receive a uniform allowance of \$750.00 for the replacement of worn or damaged uniforms or equipment. Uniform allowance will be prorated upon completion of the probationary first year of service. Said payment to each employee shall be made with the first pay period in January.

Section 2: Each employee shall receive in addition to his basic salary, uniform maintenance in the amount of \$750.00 which is to be paid to each employee with the first pay period of June.

Section 3: The initial uniform and equipment to be issued by the employer to each starting employee shall include, but not limited to the following items:

6 Long Sleeve Shirts	1 Belt Buckle
	1 Garrison Belt (Basketweave)
5 Pairs of Pants	
1 Hat	1 Holster
1 Badge	1 OC Spray Holder
1 Hat Shield	1 Handcuff Case
1 Tie	1 Set of Hinged Handcuffs
1 Hat Band	1 Magazine Case
1 Pair of Shoes	4 Belt Keepers (Basketweave)
1 Name Plate	2 sets of insignias for shirts
1 ID Case	1 OC Spray
1 Body Armor Level IIIA*	1 Rechargeable Flashlight
1 .45 caliber Pistol*	

If any Uniform equipment change is initiated by the employer, the cost of uniform or equipment will be absorbed at the expense of the employer. The Chief and the PBA can meet during the contract period to discuss changes in work uniforms and initial issue if the need arises.

All employees assigned to specialized units shall have their uniforms provided to them by the employer at no cost to the employee. The employee shall be reimbursed for all uniforms and equipment purchased for the specialized units.

The employer shall replace any uniforms, equipment or personal property damaged or destroyed while the employee is on duty. Uniform replacement shall be completed if said uniforms are damaged while in the performance of an officer's duty.

Section 4: Upon termination of employment and during periods of suspension, the items marked (\*) shall be returned to the chief of police. Any such items not returned shall be charged against the employee's pay according to the costs contained herein.

Section 5: Upon retirement an officer will receive an identification card with the word "Retired" on same, a Badge and Carrying Case.

Article XVI  
Work Schedule

Section 1: All members working a "4 on 4 off" 10 hour shift schedule will be required to work one extra shift per month in addition to their normally scheduled shift. This extra shift will be used for training purposes provided the employee receives at least 30 days notice of the assignment. The training shift shall be no longer than 10 hours, but will conclude when the training for that session is complete.

Section 2: The regular work schedule for all members assigned to the Patrol Division shall consist of four days on duty, followed by four days off duty. Any employee covered by this agreement not working a 4 on 4 off schedule shall work a 4 on 3 off 10 hour shift schedule. School resource officers shall be an exception unless it is mutually agreed to change the SRO work schedule. Mutual agreement between the employer and employee is required prior to implementing a different schedule or a change in shift hours. In all cases, all employees covered by this agreement shall work 37.5 hours per week totaling no more than 1950 hours per year.

Section 3: The duty schedule for all department personnel will be posted by the fifteenth day of the preceding month for which the schedule is to be worked.

Section 4: The schedule described in section 1 and 2 has been agreed upon between this bargaining unit and the employer. The shifts and hours shall be as follows: 1 0600-1600, 2 1600-0200 and 3 2000-0600. Other recognized shifts shall include 1400-2400, 0800 – 1800 and 0700 – 1700. All other shift hours shall be agreed upon between the township and this unit prior to implementation.

Section 5: Members assigned to the patrol division shall be given the option of selecting their work shift (1, 2 or 3 Shift) at the start of each calendar year, based upon seniority. The patrol division commander will post notice for shift selection prior to December for the upcoming calendar year. Members may mutually agree to switch their work shift during the course of the year, providing the switch does not interfere with special assignments within the patrol division.

Section 6: The Chief and the PBA can meet during a contract period to discuss issues in the work schedule. Any issues must have merit and be reasonably relevant for safety and/or financial concerns.

#### Article XVII

##### Legal Aid

Section 1: The employer shall provide and pay the reasonable attorney's fees for the defense of any lawsuit, including both civil and criminal charges, brought against an employee as a result of his employment, providing the employee is found by the court system to have acted reasonable and proper or a finding of not guilty to criminal charges. However, this provision does not apply to any disciplinary actions brought by the employer against the employee.

Section 2: The employer shall provide all necessary false arrest and liability insurance for each employee covered by this agreement, for causes of action of any nature arising out of the performance of their duties.

#### Article XVIII

##### Savings Clause

In the event that any Federal or State legislation, governmental regulation, including Internal Revenue Service determination, or court decision, cause invalidation of any Article or Section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall comply and renegotiate concerning any such invalidated provision.

#### Article XIX

##### Management Rights

Nothing in this agreement shall be construed to abrogate nor interfere with the duties, rights and obligations of the employer imposed by the laws of the state of New Jersey. Guidance, direction and management of Barnegat Township Police Department shall, pursuant to law, be vested in the Governing Body and the Police Committee of Barnegat Township.

#### Article XX

##### Pensions

The employer shall continue to make contributions as heretofore provided to insure pension and retirement benefits to employees covered by this agreement, under the Police and Fire Retirement System pursuant to the provisions of the statutes and laws of the State of New Jersey. Employees shall be immediately enrolled into PFRS up appointment as a full time officer.

#### Article XXI

##### Severance Pay

Upon termination, the employee shall receive one (1) day's pay for each year of service, at the employee's current rate of pay.

#### Article XXII

##### Death Benefits

The employer shall pay to a deceased employee's beneficiary all benefits accrued by the employee up to the date of death, including accumulated sick time and vacation time at the deceased Employee's than current rate of pay.

The spouse and children of any employee who dies while on duty shall continue to receive the benefits currently in effect at the time of death consistent with the terms and conditions of the current health care plans of the township. The employer shall pay for funeral costs up to \$15,000 for an employee who dies while on duty



Article XXIII  
Grievance Procedure

A. Definitions

1. Grievance – A “grievance” is a claim by an officer or the Association based upon the interpretation, application or violation of this agreement as well as a dispute of any minor disciplinary action or administrative decision.
2. Aggrieved Person – An “aggrieved person” is the person or persons or the Association making the claim.
3. Party in Interest – A “party in interest” is the person or persons making the claim and any person including the Association, who might be required to take action or against who action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting officers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Level One – Staff Supervisor/Division Commander.  
An Officer with a grievance shall first discuss it with their staff supervisor/division commander, either directly or through the Association’s designated representative, with the objective of resolving the matter informally.
3. Level Two – Chief  
If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) working days after the presentation of the grievance to the Staff Supervisor/Division Commander, he/she may file the grievance with the Chief of Police, either directly or through the Association’s designated representative within five (5) working days after the decision at Level One or ten (10) working days after the grievance was presented, whichever is sooner. The officer or the Association will submit the grievance in writing.

4. Level Three - Committee

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he/she may file the grievance in writing with the Township Committee within five (5) working days after the decision at Level Two or ten (10) working days after the grievance was presented, whichever is sooner. Within twenty-one (21) working days after receiving the written grievance, the Township Committee shall respond to the grievance.

5. Level Four – Arbitration

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within twenty-one (21) working days after the grievance was delivered to the Township Committee, he/she may within five (5) working days after a decision by the Committee, or fifteen (15) working days after the grievance was delivered to the Committee, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it shall submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person, in accordance with PERC rules and regulations.
- b. The arbitrator's decision shall be in writing and shall be submitted to the Township and the Association and shall be final and binding on the parties.
- c. Any costs for services of the arbitrator, shall be allocated in accordance with PERC rules. Any other expenses incurred shall be paid by the party incurring same.
- d. Rights of Officers to Representation: Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by representative(s) selected or approved by the Association, not to exceed two (2). When an officer is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- e. Miscellaneous
  1. Group Grievance:

2. If in the judgment of the Association, a grievance affects a group or class of officers, the Association may submit such grievance in writing to the Chief of Police directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
3. Written Decisions: Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level --- Three and four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 4 of this article.
4. Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Chief of Police and the Association and given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. Meetings and Hearings: All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designates or selected representatives, heretofore referred to in this Article.

#### 6. Implementation

- a. A decision at any level of this procedure supporting a grievance shall have that decision be implemented within fifteen (15) working days of that decision being placed in writing.
- b. If the time period where there is no decision made by Chief at level Two or the Committee at Level Three than the grievance shall be upheld and then implemented of the aggrieved person's grievance shall be implemented within fifteen (15) working days after the time for the written decision was to be provided.

#### **Article XXIV**

##### **Duration**

This agreement shall be in effect as of, and applied retroactively to the first day of January 2022, to and including the last day of December, 2026. In the event that a new written contract has not been entered into between the Employer and "PBA" on or before the last day of December, 2013, then all of the terms and conditions of this contract shall be in full force unless and until a new contract has been negotiated.

#### **Article XXV**

##### **Retention of Benefits**

Except as otherwise provide herein, all benefits which Employees have heretofore enjoyed and presently enjoying, shall be maintained and continued by the Employer during the term of this agreement.

#### **Article XXVI**

##### **Exchange of Shifts**

Two (2) Employees shall have the right to exchange shifts or days off at their discretion. These exchanges do not require approval, however, one (1) day notice prior to said changes are required.

#### **Article XXVII**

##### **Shift Differential**

Employees shall have the shift differential permanently incorporated into the base salary for 2008 and the annual payment of shift differential shall be eliminated.

#### **Article XXVIII**

##### **Seniority**

Seniority shall be determined by the officer's length of service as a police officer in the police department, calculated from the first day of employment as a Full-Time patrolman. In determining preference for the purposes of selecting vacation assignment, shift selection, compensatory time off, holidays and personal days, seniority shall control.

Any overtime shall also be allocated according to seniority on a rotating basis within the majority representative unit. A refusal of an overtime opportunity shall be considered as time

worked for the purposes of the rotating overtime list. The Chief of Police and the Township shall retain all prerogatives as granted by statute or rule.

Any and all members of the bargaining unit starting their 20<sup>th</sup> year of service with the Township shall be recognized as a Corporal and receive an additional ten percent increment above and beyond the top step Patrolman level of pay. This provision shall at least make the Corporal salary step at any given period of the Contract at least equivalent to Detective First Grade that exists in the Supervisor's Contract.

#### Article XXIX

##### Maternity Leave

Female officers shall advise the employer of a pregnancy. The rights of a female officer shall include, but are not limited to the following provisions:

1. The female officer shall be permitted to work her normal duties so long as such work is permitted by a doctor. Upon recommendation of the female officer's personal physician, said officer shall be temporarily transferred to an administrative position within the Department, for which she is capable of performing.
2. In addition to the other provisions of this article, the female officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following her childbirth.
3. The female officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes, except in a case where the female officer has requested and been approved for an unpaid leave of absence which is not required by either the Federal FMLA or the State FLA. At all times covered by this article, the female officer shall be maintained in the pension system with the employer paying the appropriate contributions to said system.
4. Upon return to duty status, the female officer shall be placed in the same position which she held before being placed on administrative duty due to her pregnancy status.
5. Female Officers shall receive six weeks off and male officers shall receive two weeks off with pay for the birth of a child.

Article XXX

Out of Title Pay

Any officer assigned as the Officer in Charge (OIC) of a shift in the absence of a sergeant, will be compensated at a sergeants' rate of pay for the time worked in absence of a sergeant.

Any officer who is assigned the responsibility of a higher ranking position in their absence shall receive compensation at that position's rate of pay.

The rate of pay shall be no less than the percentage difference between the base pay of the employee's assigned rank and the base pay of the title of assigned responsibility.

Officers that earn the Corporal compensation as stated in article XXVII Seniority shall not receive compensation as an Officer in Charge in the absence of a Sergeant as long as the absence is temporary and only during the Sergeant's normal time off meaning vacation, regular days off etc. OIC pay shall only be applicable for Corporals who run a shift for times equal to or greater than a two week period. The Corporal position shall also not be utilized in place of or to replace any duties currently performed by Sergeants.

Refer to Appendix B for the scale.

Article XXXI

Outside Work

- A. As per Twp. Ordinance 2019 – 12, the outside work police officer rate of compensation for his "off duty" employment shall be \$95.00 per hour, and shall remain until mutually agreed upon by the Township, and both PBA and PBA-SOA bargaining units.
- B. Beginning calendar year 2022, the rate of compensation shall increase to \$100.00 per hour and increase to \$105.00 per hour starting in calendar year 2025.

<u>2022-24</u>	<u>2025-2026</u>
\$100.00	\$105.00

- C. There shall be four (4) hours minimum compensation for any "off-duty" employment assignment not cancelled at least four (4) hours prior to the start time of the assignment. There shall also be a four (4) hour minimum compensation for any "off-

duty” assignment regardless of the hours worked less than the four (4) hours. Officers shall also be compensated on an hourly basis when calculating payment for time worked.

- D. The compensation for “off-duty” employment assignments of officers as herein set forth shall not be added to the officer’s base pay for the purpose of calculating longevity benefits.

#### **Article XXXII**

#### **Special Officers**

The employer shall conform to all state (Title 40) laws regarding the hiring and proper utilization of special officers. Special Officers shall not be utilized to offset overtime and shall not be counted towards minimum manpower for a shift. Special Officers shall not perform or replace the duties that would be performed by a regular full time officer and shall only be utilized to supplement the duties that full time officers perform.

#### **Article XXXIII**

#### **PBA Time**

1) The PBA President or his designee and Delegate(s) shall be excused from duty assignments to attend PBA meetings, conferences, seminars, ceremonies and special events related to PBA business and shall be allotted time to represent its members and conduct PBA business.

2) The PBA President shall be excused from one (1) shift per month to attend a PBA meeting, conference, seminar, or ceremony, when the event falls on a scheduled work day. The State Delegate shall be excused from two (2) shifts per month to attend a PBA meeting, conference, seminar, funeral service, or ceremony, when the event falls on a scheduled work day. Should the President or Delegate work a night shift, they have the option to utilize the excused shift on the eve of the event. The days listed in this section (2.) are separate from, and do not pertain to the NJSPBA annual Mini Convention, annual State Convention, or the annual collective bargaining seminar.

\*\* If the State Delegate is a member of the NJSPBA Executive Board, the delegate shall be excused from a third shift per month.

3) The Township agrees to grant the necessary time off, excusing the officers from duty, without discrimination to a minimum of 10% of the membership to attend the annual State PBA Mini Convention and annual State Convention provided 30 days notice is provided per NJS 40A:14-177.

- 4) The local executive board members shall be permitted time to meet and perform their duties as they arise.
- 5) Members shall be permitted to attend any PBA meeting of the Local held within Barnegat Twp. subject to patrol requirements. The PBA President, Vice President, Delegate and Treasurer shall be excused from duty during the time of the local meeting held within Barnegat Twp for the purposes of conducting the meeting.
- 6) Members of the local executive board and local members are permitted to use township equipment and/or computers to conduct business on behalf of the PBA. In order to protect representatives of the PBA Local 296, the content of such usage shall not be subject to review or subject to the same disclosure and scrutiny as regular department usage. It shall not be permitted to be used against any member of the local.
- 7) If the PBA State Delegate is appointed or elected to a NJSPBA President or Vice President position, and full release is needed for the NJSPBA, then the Township will enter into an agreement with the NJSPBA for full release and salary reimbursement.

#### Article XXXIV

##### GPS

Civilians shall not have access to view GPS data. Civilian Police Personnel shall only have access to the data in the performance of their duties. No GPS data shall be viewed or utilized for any criminal or disciplinary action unless there was reasonable suspicion to view the data. The PBA shall be given written notice prior to the access of the GPS information in reference to any investigation into any member or for any other purpose. This article referencing GPS data shall remain in place unless there are any appreciable conflicts with the Attorney General's guidelines.



**Article XXXVII**  
**Layoff or Furloughs**

The township shall negotiate with the PBA/SOA in prior to the implantation of any layoffs and/or furloughs. The township agrees not to utilize the threat of layoffs and/or furloughs as a tactic solely to reduce benefits when there is no financial hardship. The PBA/SOA shall be permitted to have a representative review the finances to attempt to verify and assist in locating resources to avert the layoffs and/or furloughs. In the event there are layoffs, they shall be conducted in reverse seniority with the members with the fewest time being laid off first. No other employees shall be promoted or hired during this period until any employee that has been laid off gets rehired first.

**Article XXXIII**

**Fit For Duty**

There may be an event where a member is sent for a mental or physical evaluation by a township selected physician, psychiatrist or psychologist to determine the member's fitness for duty. In this event, the member will have the option to have a second test by a physician, psychiatrist or psychologist of the PBA's choice within 24 hours of the department ordered test, at the employer's expense. The department physician, psychiatrist or psychologist shall supply all information from the employer and from the test to the member's attorney and PBA selected physician, psychiatrist or psychologist for review.

Article XXXIV  
Completeness of Agreement

This agreement constitutes the entire collective negotiating agreement between the parties and contains all the benefits to which the Employees covered by this agreement are entitled.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 22<sup>nd</sup> day of February, 2022.

Township of Barnegat

Policeman's Benevolent  
Association, Local 296

---

Alfonso Cirulli,  
Mayor



Michael Moore,  
PBA President

---

Martin Lisella ,  
Township Administrator



Christopher Ebert,  
PBA Delegate

## RESOLUTION 2022-108

### A RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE ADMINISTRATOR TO SIGN A CONTRACT FOR A 48 MONTH LEASE WITH CIT BANK N.A. FOR A KYOCERA FS6525 COPIER, PRINTER, SCANNER FOR THE POLICE DEPARTMENT

**BE IT RESOLVED** that the Township Committee of the Township of Barnegat, County of Ocean and State of New Jersey that the Township Administrator is hereby authorized to sign a contract with CIT Bank, NA., 10201 Centurion Parkway N. #100, Jacksonville, FL 32256 for the lease of one (1) Kyocera FS6525 Copier, Printer, Scanner, for a period of 48 months at \$323.46. per month.

**BE IT FURTHER RESOLVED** that the Chief Financial Officer ("CFO") does hereby Certify to the availability of funds with respect to awarding a lease contract to CIT Bank, NA., 10201 Centurion Parkway N. #100, Jacksonville, FL 32256 in an amount not to exceed \$323.46/month for 48 months;

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

2-01-25-745-026

Line Item(s)

  
Thomas Lombarski, CFO

### CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing Resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W Bay Avenue, Barnegat NJ on the 1<sup>st</sup> day of March 2022.

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

# ***Barnegat Township***

## ***SYSTEM PROPOSAL NJ State Contract***

### ***PRESENTED BY***

***Dan Kurc***

***Sr. Account Executive***

***Kyocera Document Solutions***

***732-547-9555 Cell***

***732-252-1623 Direct Line***



## **Upgrade Proposed - Police Department**

### **(2) Kyocera FS 6525 Copier, Printer, Scanner (Police Department)**

**(2) 25ppm B&W Copier Printer & Scanner**

**(2) 50 Sheet Reversing Document Processor**

**(2) Fax Kit**

**(2) 500 Sheet Universal Paper Trays (up to 11x17 paper size) Each Device**

### **Kyocera TA308ci Color Copier, Printer, Scanner (Police Department)**

**32ppm Color Copier, Printer & Scanner**

**Fax Kit**

**Internal Staple Finisher**

**(2) 500 Sheet Universal Paper Trays (up to 8.5x14) paper size)**

**New 48/Month Lease: \$323.46/Month**

**Above Payment Includes 10,500 B&W & 1,750 Color Copies/Month Allowance To Run Aggregate Between All Three Devices. All Inclusive Service Contract Covers All Parts, Toner, Labor & Staples For Life Of Lease.**

**(Overages Billed Quarterly @ \$.006 B&W & \$.05 Color/Copies)**



Lease Agreement Number: \_\_\_\_\_



## Cost Per Image Rental Agreement

This Cost Per Image Rental Agreement (the "Agreement") has been written in "Plain English". When we use the words you and your in this Agreement, we mean you, our customer, which is the Renter indicated below. When we use the words we, us, and our in this Agreement, we mean the Rentor, CIT Bank, N.A.

### Equipment

#### Make & Model

#### Serial Number

Kyocera TA308ci

Kyocera M-4125idn

Kyocera M-4125idn

For additional equipment and accessories, attach addendum.

### Image Terms

#### Rental Term

In Months 48

#### Base Monthly Usage

Payment \$323.46 (plus applicable taxes)

Image Type	Per Image Charge	Minimum Number of Images	Excess Per Image Charge
------------	------------------	--------------------------	-------------------------

Black & White

10500

.008

Color

1750

.05

Other

Other

Excess Per Image Billing Frequency (default is monthly)  
☐ Monthly ☒ Quarterly ☐ Semi-Annual ☐ Annual

You agree to pay at the time you sign this Agreement:

Advanced Payment \$0 Plus Applicable Taxes

Documentation Fee \$75.00 Payable with First Invoice

Waived

#### Supplier

Name

Street Address

City, State, Zip

Kyocera Document Solutions  
1095 Cranberry South River Rd  
Jamesburg, NJ, 08831

**DATA SECURITY:** Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Equipment is shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

RENTOR: CIT Bank, N.A.  
10201 Centurion Parkway N. #100  
Jacksonville, FL 32256

Authorized Signature

Date Signed

Printed Name

Print Title

### Accessories

fax, staple finisher, (2) 500 sheet paper trays

additional paper tray, Fax

additional paper tray, fax

### Renter

Twp. Of Barnegat (Police Department)

Full Legal Name

"Doing Business As" Name

900 West Bay Ave

Billing Street Address

Barnegat, NJ, 08005

Billing City, State, Zip

Kris Burke 609-698-0080

Contact Name & Phone No.

Equipment Address (if different from above)

### TERMS AND CONDITIONS

#### BY SIGNING THIS AGREEMENT:

(i) You acknowledge that you have read and understand the terms and conditions of this Agreement including those on page 2 of this Agreement; (ii) You agree that this Agreement is a net agreement that you cannot terminate or cancel, you have an unconditional obligation to make all payments due under this Agreement, and you cannot withhold, set off or reduce such payments for any reason; (iii) You will use the Equipment only for business purposes; and (iv) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

### RENTER SIGNATURE

Twp. Of Barnegat (Police Department)

Renter Legal Name

Authorized Signature

X

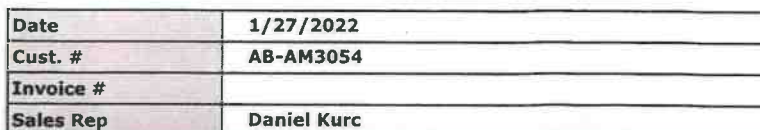
Date Signed

Print Signer's Name

Print Signer's Title

Federal Tax ID Number





<b>Ship To:</b>				<b>Bill To:</b>			
BARNEGAT TOWNSHIP							
900 west bay							
barnegat light		NJ	08005				
<b>Contact:</b>	Kris Burke			<b>Billing Contact:</b>	Kris Burke		
<b>Phone/Fax:</b>	(609) 698-0080			<b>Phone/Fax:</b>	(609) 698-0080		
<b>E-mail:</b>				<b>E-mail:</b>			
<b>Purchase Order:</b>				<b>Requested Delivery Date:</b>		<b>New Customer:</b>	<b>Select</b>
<b>Payment Terms:</b>	Net 30			<b>Lease Months:</b>	48	<b>Monthly Payment:</b>	\$323.46

[illegible]**Comments:**

**The Products described above are purchased under the following terms:**

1. Title to the Products shall not pass to the Buyer until the Total Price has been paid to Kyocera.
2. Buyer is responsible for all sales and use taxes.
3. Kyocera shall provide Buyer with any end-user warranties given by the manufacturer of the Products. These warranties are in lieu of all other warranties and conditions, expressed or implied, and Kyocera specifically disclaims any implied warranty or condition of merchantability, or fitness for a particular purpose. Kyocera shall not be liable for any incidental or consequential damages which may arise out of the use or inability to use any Product.
4. No modifications of this Agreement shall be binding on Kyocera unless agreed upon in writing by an officer of Kyocera.
5. Overdue accounts will be charged a late payment fee, of the lesser of, 1.5% per month or the maximum allowed by law. A fee of \$25.00 will be charged for all returned checks. Buyer shall be responsible for all costs and attorney fees associated with collection efforts, if any.

<b>Subtotal</b>	SEE Lease
<b>Sales Tax</b>	
<b>Del/Install</b>	
<b>Total Amount</b>	
<b>Less Deposit</b>	
<b>Amount Due</b>	

**Warranty/Maintenance Agreement/Add to Existing Contract**☐ **Yes**

No

**Authorized Signature**

**Kyocera Document Solutions Representative**

Signature	Date	Signature	Date
			1/27/22
Print Name		Print Name	
		Daniel Kurc	



Sales Rep	Daniel Kurc
P.O. #	
Contract #	
Begin Date	Renewal Date

### Maintenance Agreement

Ship To			Bill To		
BARNEGAT TOWNSHIP					
900 west bay					
barnegat light	NJ	08005			
Contact Name	Kris Burke	Contact Name	Kris Burke		
Phone/Fax	(609) 698-0080	Phone/Fax	(609) 698-0080		
E-mail		E-mail			
<input type="checkbox"/> All-Inclusive Maintenance and Supplies		<input type="checkbox"/> Basic Maintenance Services		<input checked="" type="checkbox"/> Managed Print Services Agreement	
<b>Includes</b> - Toner, Drums or Photoconductors, Filters, Parts, Preventative Maintenance & Labor <b>Excludes</b> - Paper, Staples, Labels or Transparencies <b>*NETWORK SUPPORT IS NOT INCLUDED</b>		<b>Includes</b> - Parts & Labor Only <b>Excludes</b> - Supply Units, Paper, Staples, Labels or Transparencies, Fuser, Maintenance Kits <b>*NETWORK SUPPORT IS NOT INCLUDED</b>		<b>Includes</b> - Toner, Parts, Maintenance Kits, Account Review <b>Excludes</b> - Paper, Staples, Labels or Transparencies <b>*NETWORK SUPPORT IS NOT INCLUDED</b>	

### Equipment Covered Under Agreement

Model	Serial #	Equipment ID#	Begin Meter
ECOSYS M4125idn			
ECOSYS M4125idn			
TASKalfa 308ci			

### Contract Pricing

Base Billing Cycle is	Select	Base of	for	10500	B&W Images
		and	for	1750	Color Images
Other	allowance to run aggregate between all 3 machines				
Overage Billing Cycle is	Quarterly	Rate on Kyocera devices	\$0.0060	B&W Images	
			\$0.0500	Color Images	
				Color Level 1 Images	
				Color Level 2 Images	
				Color Level 3 Images	
Other					
		Rate on non-Kyocera devices		B&W Images	
				Color Images	

### Comments:

--

### Customer Acceptance

This agreement consisting of the Terms and Conditions appearing above and on the reverse side are hereby approved and accepted by the respective Parties. See reverse for additional terms.

### Authorized Signature

### Kyocera Document Solutions Representative

Signature	Date	Signature	Date
X		Dan Kurc	1/27/22
Print Name		Print Name	
X		Daniel Kurc	

KYOCERA Document Solutionsn New York Metro, Inc.  
225 Sand Road, Ste 100  
Fairfield NJ 07004  
Tel: 800-347-0233

kyoceradocumentsolutions.us





## RESOLUTION 2022-109

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

**WHEREAS**, premiums were paid on Tax Sale Certificates; and

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

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

Block 92.86 Lot 5;	68 Nautilus	Block 161 Lot 25;	204 Burr St Ext
Block 111.26 Lot 19;	86 Schooner	Block 114.16 Lot 17;	2 Mizzen
Block 114.36 Lot 18;	169 Schooner	Block 114.19 Lot 7;	13 Nautilus Ave
Block 114.24 Lot 30;	58 Windward	Block 114.17 Lot 35;	33 Windward
Block 114.26 Lot 9;	22 Anchor Rd	Block 114.19 Lot 20;	46 Village
Block 114.30 Lot 4;	81 Schooner	Block 253 Lot 24;	630 E. Bay Ave
Block 114.43 Lot 5;	6 Powderhorn	Block 114.14 Lot 20;	18 Schooner
Block 114.46 Lot 1;	115 Georgetown		
Block 107 Lot 3;	960 West Bay		
Block 114.27 Lot 34;	23 Anchor		

### 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 March 1, 2022.

---

Donna M. Manno, RMC  
Municipal Clerk

**RESOLUTION 2022-110**

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

**WHEREAS**, a payment has been received by the Tax Office, for the parcel known as Block 92.39 Lot 2.01, address 156 Nautilus Dr. the tax account now has a credit of \$2,210.97; and

**WHEREAS**, the homeowner Michael Rodriguez is a Totally Disabled Veteran and is the owner, therefore the property is Tax Exempt which resulted in an overpayment; and

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

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

CoreLogic  
3001 Hackberry Road  
Irving TX 75063

**BE IT FURTHER RESOLVED**, by the Township Committee, County of Ocean, State of New Jersey that the Treasurer be directed to draft a check in the amount of \$2,210.97 to Core Logic, and the Collector to adjust the tax records.

**CERTIFICATION**

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on March 1, 2022

---

Donna M. Manno, RMC  
Municipal Clerk

**RESOLUTION 2022-111**

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

**WHEREAS**, a payment has been received by the Tax Office, for the parcel known as Block 114.70 Lot 6, address 12 Tedesco Way, in the amount of \$2,220.07, for the Tax bill in error; and

**WHEREAS**, we had already received a payment on said parcel for 1<sup>st</sup> Quarter 2022 which resulted in an overpayment; and

**WHEREAS**, a request for a refund of the overpayment made on January 24, 2022 has been requested and proof of payment received

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

Renee Flowers-Austin & W. Austin  
12 Tedesco Way  
Barnegat NJ 08005

**BE IT FURTHER RESOLVED**, by the Township Committee, County of Ocean, State of New Jersey that the Treasurer be directed to draft a check in the amount of \$2,220.07 and the Tax Collector to adjust her records accordingly

**CERTIFICATION**

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on March 1, 2022

---

Donna M. Manno, RMC  
Municipal Clerk

**RESOLUTION 2022-112**

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

**WHEREAS**, a payment has been received by the Tax Office, for the parcel known as Block 115.08 Lot 9, address 80 Quail Rd, in the amount of \$900.00, for the Tax bill in error; and

**WHEREAS**, we had already received a payment on said parcel for 1<sup>st</sup> Quarter 2022 which resulted in an overpayment; and

**WHEREAS**, a request for a refund of the overpayment made on February 2, 2022 has been requested and proof of payment received,

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

Carol O'Connor  
80 Quail Rd  
Barnegat NJ 08005

**BE IT FURTHER RESOLVED**, by the Township Committee, County of Ocean, State of New Jersey that the Treasurer be directed to draft a check in the amount of \$900.00 and the Tax Collector to adjust her records accordingly

**CERTIFICATION**

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on March 1, 2022

---

Donna M. Manno, RMC  
Municipal Clerk

**RESOLUTION 2022-113**

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

**WHEREAS**, a payment has been received by the Tax Office, for the parcel known as Block 114.25 Lot 41, address 49 Bowline St the tax account now has a credit of \$1,330.50; and

**WHEREAS**, the homeowner is a Totally Disabled Veteran and is the owner, therefore the property is Tax Exempt which resulted in an overpayment; and

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

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

CoreLogic  
3001 Hackberry Road  
Irving TX 75063

**BE IT FURTHER RESOLVED**, by the Township Committee, County of Ocean, State of New Jersey that the Treasurer be directed to draft a check in the amount of \$1,330.50 to Core Logic, and the Collector to adjust the tax records.

**CERTIFICATION**

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on March 1, 2022

---

Donna M. Manno, RMC  
Municipal Clerk

**RESOLUTION 2022-114**

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE  
OF NEW JERSEY AUTHORIZING THE MUNICIPAL CLERK TO  
ADVERTISE FOR “ENGINEERING POOL” FOR TOWNSHIP ENGINEER**

**WHEREAS**, the Barnegat Township Committee authorizes the Municipal Clerk to advertise for Township and Water/Sewer Utility Engineer to be part of an “Engineering Pool” to be used by the Township Engineer.

**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 meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1<sup>st</sup> day of March, 2022.

---

Donna M. Manno, RMC  
Municipal Clerk

## **RESOLUTION 2022-115**

### **A RESOLUTION CERTIFYING THE QUALIFIED PARTICIPANTS IN THE LENGTH OF SERVICES AWARD PROGRAM (LOSAP) FOR THE BARNEGAT VOLUNTEER FIRE DEPARTMENT AND FIRST AID SQUADS FOR THE CALENDAR YEAR 2021**

**WHEREAS**, Michael Baker of the Barnegat Fire Department and James Goldstein of the Barnegat First Aid Squad, Township of Barnegat, by attached listings, have notified the Township Finance Office and Committee of those volunteers who have qualified for Township contribution by meeting the points criteria of plan participation for the year 2021; and

**WHEREAS**, this letter shall be available for public review for a period of thirty (30) days in the office of the Municipal Clerk as well as with the LOSAP Plan Administrator.

**NOW, THEREFORE, BE IT RESOLVED** by the Township of Barnegat that:

1. The Township of Barnegat does, by this resolution, hereby certify the attached list of members of the Barnegat Fire Department and First Aid Squad who have met the criteria set forth in the plan document.
2. This Resolution shall take effect immediately.

### **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 in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1<sup>st</sup> day of March, 2022

---

Donna M. Manno, RMC  
Municipal Clerk



## **RESOLUTION 2022-116**

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

**BE IT RESOLVED** by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Finance Office is hereby directed to issue a check to the following for the replacement/repair of a mailbox, damaged during snow plow operations of snow storm 1-29-22:

Valerie Morris        \$75.00  
17 Nelson Drive  
Barnegat

### **CERTIFICATION**

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Barnegat Township Committee at their regular meeting held on the 1<sup>st</sup> day of March 2022, 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  
MATT PETERSON, MANAGER 609-978-3600

0951 00062 61960 02/12/22 03:08 PM  
SALE SELF CHECKOUT

832794006735 SEQUOIA MBX B <A> 84.72  
PM-A SEQUOIA HVT DTY MAILBOX BLACK  
NLP Savings \$8.05  
832794006957 HAMIL POST B <A> 116.00  
P-A HAMILTON STEEL MAILBOX POST BLK  
030699303762 NUMBER <A> 6.41  
4" EVERBILT FLUSH MNT #7 NICKEL  
030699303168 NUMBER <A> 6.41  
4" EVERBILT FLUSH MNT #1 NICKEL

SUBTOTAL 213.54  
SALES TAX 14.15  
TOTAL \$227.69  
XXXXXXXXXXXX8622 DEBIT

AUTH CODE 002703 USD\$ 227.69  
Chip Read  
AID A0000000980840 Verified By PIN  
US DEBIT

0951 02/12/22 03:08 PM



0951 62 61960 02/12/2022 3945

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 05/13/2022

\*\*\*\*\*  
DID WE NAIL IT?  
\*\*\*\*\*

Take a short survey for a chance to win  
A \$5,000 HOME DEPOT GIFT CARD

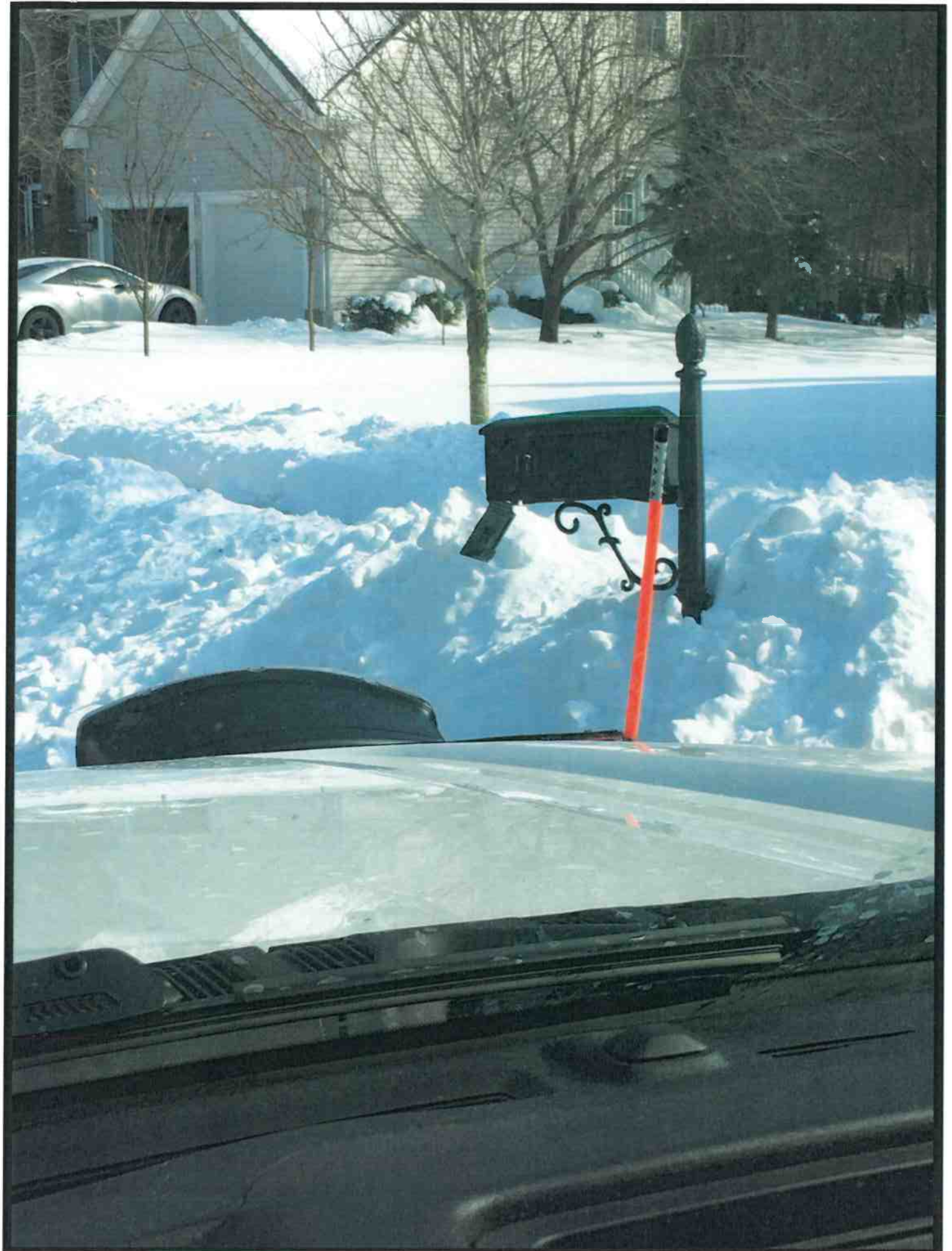
Opine en español

[www.homedepot.com/survey](http://www.homedepot.com/survey)

User ID: H88 125160 124271

PASSWORD: 22112 124209

Entries must be completed within 14 days  
of purchase. Entrants must be 18 or  
older to enter. See complete rules on  
website. No purchase necessary.





## RESOLUTION 2022-117


### RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE ADMINISTRATOR TO SIGN A FIREWORKS AGREEMENT WITH PYROTECNICO FX

**BE IT RESOLVED** by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Administrator is hereby authorized to sign a contract with Pyrotecnico FX, P.O. Box 149, New Castle, PA 16103 for Fire Works Display on July 2, 2022 (rain date July 9, 2022), in the amount of \$15,000.00

**BE IT FURTHER RESOLVED** that the Chief Financial Officer ("CFO") does hereby certify the availability of funds with respect to awarding a contract to Pyrotecnico FX, P.O. Box 149, New Castle, PA 16103 for Fire Works Display on July 2, 2022 (rain date July 9, 2022), in the amount of \$15,000.00;

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

20128-797-135  
Line Item(s)

  
Thomas Lombarski, CFO

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

### CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey hereby certify that the foregoing resolution was duly adopted by the Township Committee at their meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1<sup>st</sup> day of March, 2022.

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

**BARNEGAT TOWNSHIP**

900 WEST BAY AVE.

BARNEGAT, NJ 08005

TEL (609)698-0080 FAX (609)698-3806

**REQUISITION**

NO.

R2200152

SHIP  
TOBARNEGAT TOWNSHIP  
RECREATION DEPARTMENT  
900 WEST BAY AVENUE  
BARNEGAT, NJ 08005

VENDOR

VENDOR #: 02029

S. VITALE PYROTECHNIC IND.CORP  
DBA PYROTECNICO  
1640 GARDEN RD.  
VINELAND, NJ 08360

ORDER DATE: 02/02/22

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2022 FIREWORKS DEPOSIT JULY 2 9PM SHOW (RAIN DATE 7/9) LOCATION: BHS  SHOW \$15000 LESS DEPOSIT \$7500 BAL DUE WITHIN 10 DAYS OF SHOW \$7500  (IF RAIN DATE USED THERE IS A POSTPONEMENT FEE OF \$4070.25)  IF SHOW IS CANCELED FEE IS \$11356.75  MUNIC REP JBROADBENT 609-648-6319	2-01-28-797-135	7,500.0000	7,500.00
			TOTAL	7,500.00

REQUESTING DEPARTMENT

DATE



## FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between **Pyrotecnico Fireworks, Inc.** ("Pyrotecnico") and **Township of Barnegat** ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### GENERAL TERMS:

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show:	July 2, 2022
Postponed Date(s) of Show (if negotiated):	July 9, 2022
Compensation to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$15,000.00 (*includes \$427.00 permit fee)
Pre-Show Advance:	\$7,500.00
Pre-Show Advance Due Date:	March 31, 2022
Payment Terms:	N/A
Postponement Fee:	\$4,070.25
Cancellation Fee:	\$11,356.75
Proposal Expiration Date:	February 28, 2022

### SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

### PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. If Sponsor fails to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an attorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

### POSTPONEMENT DATES

Postponement Dates must be negotiated by the Parties and are NOT available July 1<sup>st</sup> through July 7<sup>th</sup> unless specifically negotiated.

### DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A) procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show.
- C) securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- D) unless otherwise specified by Pyrotecnico the Sponsor is solely responsible for securing adequate protection (via private or public security, police and fire protection, as may be appropriate) to prevent all motor vehicles and individuals, other than those authorized by Pyrotecnico, from entering the security area (display site, fallout area and safe zone) designated by Pyrotecnico.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

#### **SCRIPTED SHOW AND MUSIC SOUNDTRACKS**

*For displays designated as "scripted" exhibitions:*

- A) Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B) Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4<sup>th</sup> of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C) Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

#### **POSTPONEMENT**

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A) If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B) If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

#### **CANCELLATION**

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as follows:

- A) If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B) If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice by either overnight mail via nationally recognized courier or certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

#### **INDEMNIFICATION & INSURANCE**

Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities. If Sponsor is not the owner of the property being used by Pyrotecnico as the show site (shooting location), Sponsor further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show site. Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.

Pyrotecnico will provide a certificate evidencing general liability insurance coverage as required by Sponsor. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insurer. Additional Insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

#### **CREDITING**

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising or marketing materials that are within the Sponsor's authority.

#### **MISCELLANEOUS**

- A) For all purposes under this Agreement, a "week" is defined as that period from Sunday at 0:00 through the immediately following Saturday at 23:59.



- B) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- C) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- D) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- E) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- F) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- G) The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Show Date or Postponed Date under this Agreement, or 2) any delayed performance date agreed to either orally or in writing by the Parties. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- H) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- I) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- J) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- K) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- L) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- M) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this Agreement.

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO:

By (sign): \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Address: PO Box 149  
New Castle PA 16103  
 Phone: (724) 652-9555  
 Email: contracts@pyrotecnico.com

SPONSOR:

By (sign): Martin Lisella  
 Name: MARTIN LISELLA  
 Title: ADMINISTRATOR  
 Date: February 2, 2022  
 Address: 900 W Bay Ave.  
BARNEGAT, NJ 08005  
 Phone: 609-698-0080 x 170  
 Email: MLISELLA@BARNEGAT.NET



**CONTACT/INSURANCE INFORMATION FORM**

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Sponsor Name (Entity Contracting Pyrotecnico): BARNEGAT TOWNSHIP

Primary Point of Contact Name: JEANNE BROADBENT / LT. ANDREW PARSLEY

Phone: JEANNE 609-548-6319 / LT. ANDREW PARSLEY 609-361-4636 Fax: 609-698-1302

Email: JBROADBENT@BARNEGAT.NET PARSLEY@BARNEGATPOLICE.US

Billing Address: 900 W BAY AVE

City, State & Zip: BARNEGAT, NJ 08005

Accounts Payable Contact: TOM LOMBARSKI

Accounts Payable Email: TOML@BARNEGAT.NET

Date(s) of Show: 7-2-2022 Display Start Time(s): 9PM

Postponed Date(s): 7-9-2022

Day-of-Show Contact Name: JEANNE BROADBENT

Day-of-Show Mobile Phone Number: 609-548-6319

Day-of-Show Email: JBROADBENT@BARNEGAT.NET

Display Site Location(s) and Address(es): BARNEGAT HIGH SCHOOL 180 BENGAL BLVD BARNEGAT NJ 08005

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured – If Applicable:

BARNEGAT TOWNSHIP SCHOOL DISTRICT 550 BARNEGAT BLVD. N BARNEGAT, NJ 08005

**\*\*PLEASE RETURN THIS COMPLETED 4-PAGE AGREEMENT TO\*\***

FAX: +1.724.652.1288 (Attn: Mary Killingsworth)

EMAIL: [mkillingsworth@pyrotecnico.com](mailto:mkillingsworth@pyrotecnico.com)

## **RESOLUTION 2022-118**

### **RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE TOWNSHIP COMMITTEE TO RETIRE INTO CLOSED SESSION FOR THE PURPOSE OF DISCUSSING PERSONNEL, CONTRACTUAL OR LITIGATION MATTERS.**

**WHEREAS**, the Barnegat Township Committee desires discussion pertaining to contractual matters in closed session; and

**WHEREAS**, N.J.S.A. 10:4-12(b) provides for the exclusion of the public from such discussions; now

**THEREFORE, BE IT RESOLVED** by the Township Committee as follows:

1. The committee shall hold a closed meeting for the purpose of discussion of the aforementioned subject.
2. The committee shall disclose to the public the results of such discussion at such times as formal action, if any, is taken on the subject.

### **CERTIFICATION**

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify the foregoing resolution adopted by the Township Committee on March 1, 2022.

---

Donna M. Manno, RMC  
Municipal Clerk