



**Brick Township Council  
Caucus/Public Meeting  
November 22, 2022  
7:00 PM  
Agenda No. 1**

1. Call to order.
2. Adequate notice of this meeting was provided and published in Asbury Park Press and The Ocean Star on January 7, 2022. Copies of the agenda were provided to the newspapers, posted on public bulletin boards and the township website (www.bricktownship.net).
3.
  - a. Roll Call.
  - b. Salute to the Flag/Pledge of Allegiance/Moment of Silence.
  - c. Approve Reports of Municipal Officers – October 2022.
  - d. Approve Minutes of November 9, 2022 Meeting.

**Consent Agenda**

***“All matters listed under item “Consent Agenda” will be enacted by one motion in the form listed below. If discussion is desired on any item, this item will be removed from the Consent Agenda and will be considered separately.”***

4. Resolutions:

- \_\_\_\_\_1. Authorize Budget Appropriation Transfers.
- \_\_\_\_\_2. Authorize Cancellation of Unexpended Budget Appropriation.
- \_\_\_\_\_3. Authorize Cancellation of Stale Dated Checks for Municipal Court.
- \_\_\_\_\_4. Authorize Fifth Amendment Lease with T-Mobile USA Tower LLC.
- \_\_\_\_\_5. Authorize Close-Out Change Order #1 – Roof Replacement.
- \_\_\_\_\_6. Authorize Appointment of Temporary Purchasing Agent.
- \_\_\_\_\_7. Authorize Board of Adjustment Appointment.
- \_\_\_\_\_8. Tax Collector:
  - a. 100% DAV/Widow of Veteran Cancel & Refund Taxes – Block 383.12, Lot 75.
  - b. 100% DAV/Widow of Veteran Cancel & Refund Taxes – Block 1124.01, Lot 3.
  - c. 100% DAV/Widow of Veteran Cancel & Refund Taxes – Block 380.20, Lot 1.
  - d. 100% DAV/Widow of Veteran Cancel & Refund Taxes – Block 324.29, Lot 21.
  - e. Tax Overpayment 2022 – Block 1285.58, Lot 12.

\*\*\*\*\***End of Consent Agenda**\*\*\*\*\*

- \_\_\_\_\_9. Bill Resolution – Computer 2022.
- \_\_\_\_\_10. Bill Resolution – Manual 2022.

5. Public Comments.  
**Please note that each person addressing the Council during any section of the meeting during which public comment is permitted shall limit his/her remarks to five minutes pursuant to Brick Township Administrative Code Section 2 -33B.**
6. Council Comments.
7. Motion to Adjourn.

**And any other matters which may come before Council.  
Formal Action may be taken at all meetings.**

**\*\*\*Next scheduled Caucus/Public Meeting will be held on Tuesday, December 13, 2022 at 7:00 p.m.\*\*\***

**RESOLUTION**

**WHEREAS**, a review of the disbursements and commitments against the 2022 budget has disclosed the necessity for certain adjustments to the budget appropriations; and,

**WHEREAS**, N.J.S.A. 40A:4-58 authorizes transfers during the last two months of any fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Brick, County of Ocean, State of New Jersey, as follows:

1. That the following transfers between certain 2022 Budget appropriations be and the same are hereby authorized:

**GENERAL APPROPRIATIONS WITHIN/OUTSIDE CAP**

**Transferred To:**  
***Salary and Wages***

Recreation	\$20,000.00
Buildings & Grounds	\$35,000.00
EMT	\$20,000.00
<b><i>Subtotal</i></b>	<b><u>\$75,000.00</u></b>

**Transferred To:**  
***Other Expenses***

PERS	\$666.05
PFRS	\$175.42
Health Insurance	\$1,000,000.00
Street Lighting	\$68,000.00
Water & Sewer	\$15,000.00
Gas	\$550,000.00
Natural Gas	\$10,000.00
Short Term Disability	\$30,000.00
<b><i>Subtotal</i></b>	<b><u>\$1,673,841.47</u></b>

***Total Transferred To*** **\$1,748,841.47**

**Transferred From:**  
***Salary and Wages***

Sanitation \$600,000.00

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IT	\$35,000.00
Tax Assessor	\$25,001.47
Township Clerk	\$35,840.00
Finance	\$20,000.00
Land Use	\$70,000.00
Inspections	\$100,000.00
Police	\$500,000.00
Dispatch	\$200,000.00
Municipal Court	\$70,000.00

***Subtotal*** **\$1,655,841.47**

**Transferred From:  
*Other Expenses***

Electric	\$93,000.00
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***Subtotal*** **\$93,000.00**

***Total Transferred From*** **\$1,748,841.47**

**CERTIFICATION**

I, Lynnette A. Iannarone, Township Clerk of the Township of Brick, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Council of the Township of Brick on November 22, 2022.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of this Township this 22<sup>nd</sup> day of November 2022.

\_\_\_\_\_  
LYNNETTE A. IANNARONE  
TOWNSHIP CLERK



**RESOLUTION**

**WHEREAS**, a reconciliation of the Municipal Court's Bail Account and General Account reflects a number of outstanding checks; and,

**WHEREAS**, the check dates on all of these checks are now stale dated; and,

**WHEREAS**, attempts have been made to find the whereabouts of the payees, but to no avail; and,

**WHEREAS**, it is the intent of the Council to cancel these outstanding checks.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Brick, County of Ocean, State of New Jersey as follows:

1. The attached list of checks totaling \$312.00 in the Bail Account are to be cancelled and funds are to be transmitted over to the Township's Chief Financial Officer and deposited into the Current Fund Account.
2. The attached list of checks totaling \$4.50 in the General Account are to be cancelled and funds are to be transmitted over to the Township's Chief Financial Officer and deposited into the Current Fund Account.
3. A certified copy of this resolution be forwarded to the Chief Financial Officer and the Municipal Court Administrator.

**CERTIFICATION**

I, Lynnette A. Iannarone, Clerk of the Township of Brick, County of Ocean and State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Council of the Township of Brick at a meeting of said Township Council on November 22, 2022.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of this Township this 22<sup>nd</sup> day of November 2022.

\_\_\_\_\_  
LYNNETTE A. IANNARONE  
TOWNSHIP CLERK

Agenda #	Date
4-3	11/22/22
	Date
	Date
	Date

**RESOLUTION**

**RESOLUTION FOR THE TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING A FIFTH AMENDMENT TO STANDARD LEASE AGREEMENT BETWEEN THE TOWNSHIP AND T-MOBILE USA TOWER LLC**

**WHEREAS**, the Township entered into a Standard Lease Agreement, dated July 31, 1998 with Omnipoint Communications, Inc. for the lease of a cell tower located at 401 Chambers Bridge Road (Tax Parcel #07-00741-0000-00001) (the "Lease"); and

**WHEREAS**, T-Mobile USA Tower LLC ("T-Mobile") is the successor-in-interest in the Lease to Omnipoint Communications, Inc.; and

**WHEREAS**, the Lease has been amended on four prior occasions; and

**WHEREAS**, T-Mobile has requested a Fifth Amendment to the Lease, in the form attached hereto, which will authorize a sublease of space on the tower to Dish Wireless, LLC, and which will include a payment to the Township equal to forty percent (40%) of the gross monthly revenues collected by T-Mobile from Dish Wireless, LLC; and

**WHEREAS**, the administration and Township Attorney have reviewed the proposed Fifth Amendment and recommend its adoption;

**NOW THEREFORE BE IT RESOLVED:**

1. That the Fifth Amendment to Standard Lease Agreement between the Township and T-Mobile USA Tower LLC, in the form attached hereto, be and hereby is approved.
2. That the Mayor and Township Clerk are authorized to execute and attest, respectively, the Fifth Amendment to Standard Lease Agreement.
3. That a certified copy of this Resolution shall be provided to T-Mobile USA Tower LLC.
4. A copy of the fully executed Fifth Amendment to Standard Lease Agreement shall remain on file with the Township Clerk.

**CERTIFICATION**

I, Lynnette A. Iannarone, Clerk of the Township of Brick, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of the Township of Brick at a meeting held on November 22, 2022.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of the Township this 22<sup>nd</sup> day of November, 2022.

\_\_\_\_\_  
LYNNETTE A. IANNARONE  
TOWNSHIP CLERK

Agenda #	Date
4-4	11/22/22
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Agenda #	Date
Agenda #	Date

FIFTH AMENDMENT TO STANDARD LEASE AGREEMENT  
(BU 822776)

THIS FIFTH AMENDMENT TO STANDARD LEASE AGREEMENT ("Fifth Amendment") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between TOWNSHIP OF BRICK, a municipal corporation ("Lessor"), and T-MOBILE USA TOWER LLC, a Delaware limited liability company ("Lessee"), by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, Lessor and Omnipoint Communications Inc., a Delaware corporation ("Omnipoint"), entered into a Standard Lease Agreement dated July 31, 1998 (as amended and assigned, the "Agreement"), whereby Lessor leased to Omnipoint a portion of land being described as a 400 square feet portion of that property (said leased portion, being the "Premises") located at 401 Chambers Bridge Road (Tax Parcel #07-00741-0000-00001), Township of Brick, Ocean County, State of New Jersey, and being further described in that instrument recorded in Book 1849, Page 28 in the Clerk's Office of the Circuit Court for Ocean County ("Clerk's Office"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, Lessor and Omnipoint entered into that Amendment to Standard Lease Agreement dated June 20, 2001; and

WHEREAS, Lessor and Omnipoint entered into Amendment No. 2 to Standard Lease Agreement dated October 22, 2002, which amended the description of the Premises, among other changes; and

WHEREAS, Lessee is successor in interest in the Agreement to Omnipoint; and

WHEREAS, Lessor and Lessee entered into that Third Amendment to Standard Lease Agreement dated December 1, 2015, which increased the size of the Premises to 1,000 square feet, among other changes, a memorandum of which is recorded in Book 16647, Page 881 in the Clerk's Office; and

WHEREAS, Lessor and Lessee entered into that Fourth Amendment to Standard Lease Agreement dated October 18, 2017, which expanded the size of the Premises to approximately 1,239 square feet, among other changes, a memorandum of which is recorded in Book 16945, Page 1922 in the Clerk's Office; and

WHEREAS, the term of the Agreement commenced on July 17, 1998, and has an original term, including all Renewal Terms that will expire on July 16, 2023; and

WHEREAS, Lessor and Lessee now desire to further amend the terms of the Agreement as provided for herein.

NOW THEREFORE, in exchange for the mutual promises contained herein, Lessor and Lessee agree to amend the Agreement as follows:

Site Name: Bricktown 2/Muni  
BU: 822776  
PPAB 8215801v1

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Fifth Amendment are incorporated herein by this reference.

2. Lessor hereby consents to Lessee's sublease, license, or a grant of a similar right of use to Dish Wireless L.L.C. ("Dish"), or any affiliate or subsidiary of Dish, for a portion of the Premises, as such consent is required under Section 1 of the Agreement. Lessor acknowledges that Lessee shall have sole discretion whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises by Dish, and there shall be no express or implied obligation to do so. Pursuant to Section 1(a)(ii) of the Agreement, Lessor shall be entitled to forty percent (40%) of the gross monthly revenues collected by Lessee from Dish, with the exact dollar amount of revenue to be paid by Lessee to Lessor to be determined upon the installation of Dish's equipment on the Premises.

3. The parties agree to amend the description of the Premises to be as shown as the "\_\_\_\_\_ " in Exhibit A attached hereto and incorporated herein, and described as the "\_\_\_\_\_ " by metes and bounds on Exhibit B attached hereto and incorporated herein, and Lessor does hereby lease same to Lessee for those uses provided for in the Agreement. Exhibit A and Exhibit B attached to this Fifth Amendment shall replace any and all descriptions of the Premises.

4. Lessee has been granted, and is hereby granted non-exclusive easements in, to, over and across the parent parcel on which the Premises is located for ingress, egress, and the provision of utilities to and from the Premises and the public right of way, all in accordance with the terms of the Agreement.

5. Section 15 of the Agreement is amended by deleting Lessee's notice address and inserting the following:

Lessee: T-Mobile USA Tower LLC  
c/o CCTMO LLC  
Attn: Legal Department  
2000 Corporate Drive  
Canonsburg, PA 15317

With a Copy To: T-Mobile USA Tower LLC  
12920 S.E. 38th Street  
Bellevue, Washington 98006  
Attn: Leasing Administration

6. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

(a) Lessor is duly authorized to and has the full power and authority to enter into this Fifth Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby. Lessor has complied with all applicable laws in entering into this Fifth



Amendment, including, without limitation, any laws requiring prior public notice or opportunity for bidding on same, and Lessee is relying on such compliance in entering into this Fifth Amendment.

(b) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

(c) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

(d) Lessor acknowledges that the Premises, as defined, shall include any portion of Lessor's property on which communications facilities or other Lessee improvements exist on the date of this Fifth Amendment.

7. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Fifth Amendment and at such other times as may be reasonably requested by Lessee. In the event the Premises is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Fifth Amendment is hereby amended to be consistent with this Fifth Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Lessor and Lessee, and their personal representatives, heirs, successors and assigns. This Fifth Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Fifth Amendment to be duly executed on the day and year first written above.

LESSOR:

Township of Brick,  
a municipal corporation

By: \_\_\_\_\_(SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Fifth Amendment to be duly executed on the day and year first written above.

LESSEE:

T-Mobile USA Tower LLC,  
a Delaware limited liability company

By: CCTMO LLC,  
a Delaware limited liability company,  
its Attorney-in-Fact

By: \_\_\_\_\_(SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Site Name: Bricktown 2/Muni  
BU: 822776  
PPAB 8215801v1

Prepared out of State  
Return to:  
Crown Castle  
8020 Katy Freeway  
Houston, Texas 77024

Cross Index with Book 16647, Page 881  
Book 16945, Page 1922

Tax Map #: 07-00741-0000-00001

#### MEMORANDUM OF FIFTH AMENDMENT TO STANDARD LEASE AGREEMENT

THIS MEMORANDUM OF FIFTH AMENDMENT TO STANDARD LEASE AGREEMENT ("Amended Memorandum") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between TOWNSHIP OF BRICK, a municipal corporation ("Lessor"), with a mailing address of 401 Chambers Bridge Road, Brick, NJ 08723, and T-MOBILE USA TOWER LLC, a Delaware limited liability company ("Lessee"), by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact ("Lessee"), with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Lessor and Omnipoint Communications Inc., a Delaware corporation ("Omnipoint"), entered into a Standard Lease Agreement dated July 31, 1998 (as amended and assigned, the "Agreement"), whereby Lessor leased to Omnipoint a portion of land being described as a 400 square feet portion of that property (said leased portion, being the "Premises") located at 401 Chambers Bridge Road (Tax Parcel #07-00741-0000-00001), Township of Brick, Ocean County, State of New Jersey, and being further described in that instrument recorded in Book 1849, Page 28 in the Clerk's Office of the Circuit Court for Ocean County ("Clerk's Office"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, Lessor and Omnipoint entered into that Amendment to Standard Lease Agreement dated June 20, 2001; and

Site Name: Bricktown 2/Muni  
BU: 822776  
PPAB 8215801v1

WHEREAS, Lessor and Omnipoint entered into Amendment No. 2 to Standard Lease Agreement dated October 22, 2002, which amended the description of the Premises, among other changes; and

WHEREAS, Lessee is successor in interest in the Agreement to Omnipoint; and

WHEREAS, Lessor and Lessee entered into that Third Amendment to Standard Lease Agreement dated December 1, 2015, which increased the size of the Premises to 1,000 square feet, among other changes, a memorandum of which is recorded in Book 16647, Page 881 in the Clerk's Office; and

WHEREAS, Lessor and Lessee entered into that Fourth Amendment to Standard Lease Agreement dated October 18, 2017, which expanded the size of the Premises to approximately 1,239 square feet, among other changes, a memorandum of which is recorded in Book 16945, Page 1922 in the Clerk's Office; and

WHEREAS, the term of the Agreement commenced on July 17, 1998, and has an original term, including all Renewal Terms that will expire on July 16, 2023; and

WHEREAS, Lessor and Lessee made and entered into a Fifth Amendment to Standard Lease Agreement of even date herewith ("Fifth Amendment") and pursuant to the terms of, and for that consideration recited in, the Fifth Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. The parties agree to amend the description of the Premises to be as shown as the " \_\_\_\_\_ " in Exhibit A attached to the Fifth Amendment and attached hereto and incorporated herein, and described as the " \_\_\_\_\_ " by metes and bounds on Exhibit B attached to the Fifth Amendment and attached hereto and incorporated herein, and Lessor does hereby lease same to Lessee for those uses provided for in the Agreement. Exhibit A and Exhibit B attached to the Fifth Amendment shall replace any and all descriptions of the Premises.

2. Lessee has been granted, and is hereby granted non-exclusive easements in, to, over and across the parent parcel on which the Premises is located for ingress, egress, and the provision of utilities to and from the Premises and the public right of way, all in accordance with the terms of the Agreement.

3. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Lessee. In furtherance of the foregoing, Lessor hereby appoints Lessee as Lessor's attorney-in-fact to execute all land use

applications, permits, licenses and other approvals on Lessor's behalf. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

4. This Amended Memorandum contains only selected provisions of the Fifth Amendment, and reference is made to the full text of the Agreement and the Fifth Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Fifth Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This Amended Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the Agreement and its amendments are located at the office of the Lessee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

LESSOR:  
Township of Brick,  
a municipal corporation

By: \_\_\_\_\_(SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, 2022, \_\_\_\_\_[name] personally came before me and stated to my satisfaction that this person:

(a) was the maker of the attached Memorandum of Fifth Amendment to Standard Lease Agreement; and,

(b) was authorized to and did execute this Memorandum of Fifth Amendment to Standard Lease Agreement as \_\_\_\_\_[title] of Township of Brick, a municipal corporation.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

[AFFIX SEAL]

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

LESSEE:

T-MOBILE USA TOWER LLC,  
a Delaware limited liability company

By: CCTMO LLC,  
a Delaware limited liability company,  
its Attorney-in-Fact

By: \_\_\_\_\_(SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, 2022, \_\_\_\_\_ [name]  
personally came before me and stated to my satisfaction that this person:

(a) was the maker of the attached Memorandum of Fifth Amendment to Standard Lease Agreement; and,

(b) was authorized to and did execute this Memorandum of Fifth Amendment to Standard Lease Agreement as \_\_\_\_\_ [title] of CCTMO LLC, a Delaware limited liability company, as attorney-in-fact for T-Mobile USA Tower LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

[AFFIX SEAL]



**RESOLUTION  
CLOSE OUT CHANGE ORDER #1**

**WHEREAS**, the Township of Brick previously awarded a contract to Northeast Roof Maintenance, Inc., 649 Catherine Street, Perth Amboy, NJ 08861 on May 11, 2021 for the project known as "Roof Replacement and Related Work at the Municipal Building" for a total contract price in the amount of \$776,000.00; and

**WHEREAS**, Northeast Roof Maintenance, Inc. has completed the project; and

**WHEREAS**, the consulting architect, Barlo, Governale & Associates, has inspected the work and deemed the work to be complete; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-11.3 the consulting architect has recommended the approval of Close-Out Change Order #1 decreasing the contract by (\$20,000.00) from \$776,000.00 to \$756,000.00 as a result of final as-built quantities; and

**WHEREAS**, the approval of this Close-Out Change Order #1 will result in the return of the performance bond posted for this project. Contractor has provided maintenance bond, which will run for a period of two (2) years; and

**WHEREAS**, the Township Attorney has reviewed the maintenance bond and deemed same to be acceptable; and

**WHEREAS**, it is now the desire of this Township Council to act upon the consulting architect's recommendation and to approve said Close-Out Change Order #1.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN AND STATE OF NEW JERSEY, as follows:**

1. That the above-mentioned Change Order #1 is hereby approved decreasing the contract amount previously awarded to Northeast Roof Maintenance, Inc. for Roof Replacement and Related Work at the Municipal Building project to \$756,000.00, refunding \$20,000.00 to Ordinance #9-19, account C-04-55-866-401.
2. That final payment to the contractor is hereby authorized to be made based upon the recommendation of the consulting engineer.
3. That the work performed the contractor for the project is hereby accepted by the Township of Brick.
4. That return of Performance and Payment Bond #15214127 in the amount of \$776,000.00 to the contractor is authorized.
5. That Maintenance Bond #15214127MB in the amount of \$756,000.00 provided by the contractor is hereby accepted.
6. That the Township Clerk shall forward a certified copy of the resolution to the contractor, Barlo, Governale & Associates, Business Administrator, Township Engineer, Chief Financial Officer and the Purchasing Agent.

**CERTIFICATION**

I, Lynnette A. Iannarone, Clerk of the Township of Brick in the County of Ocean and State of New Jersey, do certify that the foregoing resolution was duly passed by the Township Council of the Township of Brick at a regular meeting of said Council on November 22, 2022.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of this Township this 22<sup>nd</sup> day of November, 2022.

Agenda #	Date
4-5	11/22/22
Agenda #	Date
Agenda #	Date

\_\_\_\_\_  
LYNNETTE A. IANNARONE  
TOWNSHIP CLERK

**RESOLUTION FOR THE TOWNSHIP OF BRICK, COUNTY OF OCEAN,  
STATE OF NEW JERSEY, APPOINTING A TEMPORARY PURCHASING AGENT**

**WHEREAS**, there exists a vacancy in the office of Purchasing Agent; and

**WHEREAS**, pursuant to State law, N.J.S.A. 40A:11-9(g), the governing body may appoint, for a period not to exceed one year commencing from the date of the vacancy, a person who does not possess a qualified purchasing agent certificate to serve as a temporary purchasing agent; and

**WHEREAS**, the governing body desires to appoint Joanne Bergin to serve as temporary purchasing agent for the Township for a period of one year;

**NOW THEREFORE BE IT RESOLVED:**

1. That Joanne Bergin is hereby appointed as temporary purchasing agent for the Township, for a period of one year, commencing as of November 15, 2022.
2. That a certified copy of this Resolution shall be sent to the Commissioner of the New Jersey Department of Community Affairs.

**CERTIFICATION**

I, Lynnette A. Iannarone, Clerk of the Township of Brick, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of the Township of Brick at a meeting held on November 22, 2022.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of the Township this 22<sup>nd</sup> day of November, 2022.

\_\_\_\_\_  
LYNNETTE A. IANNARONE  
TOWNSHIP CLERK

Agenda #	Date
4-6	11/22/22
Agenda #	Date
Agenda #	Date
Agenda #	Date

**RESOLUTION**

**WHEREAS**, the Township of Brick has created a Zoning Board of Adjustment in accordance with the provisions of N.J.S.A.40:55D-69; and

**WHEREAS**, the Township Council of the Township of Brick has been advised that there are vacancies on the Zoning Board of Adjustment; and

**WHEREAS**, the Township Council is desirous of filling such positions.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Brick, County of Ocean and State of New Jersey, as follows:

1. That Kathy M. Russell, 518 Highland Terrace, Brick, NJ, be and hereby is appointed by the Township Council as an alternate member of the Board of Adjustment for the unexpired term effective November 22, 2022 and expiring on December 31, 2023.
2. That a certified copy of this resolution shall be forwarded to the following:
  - a. Secretary to the Board of Adjustment
  - b. Kathy M. Russell

**CERTIFICATION**

I, Lynnette A. Iannarone, Township Clerk of the Township of Brick, County of Ocean and State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Council on November 22, 2022.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of this Township this 22<sup>nd</sup> day of November, 2022.

\_\_\_\_\_  
LYNNETTE A. IANNARONE  
TOWNSHIP CLERK

Agenda #	Date
4-7	11/22/22
Agenda #	Date
Agenda #	Date
Agenda #	Date

**RESOLUTION**

**WHEREAS**, Kelly Napolitano, Tax Collector for the Township of Brick is advising the Township Council that 100% DAV/ Widow of Veteran deductions has been granted on Block 383.12, Lot 75 Account #309373 as of 8-17-2022.

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Brick, County of Ocean and State of New Jersey, that the Tax Collector be authorized to cancel taxes from 8-17-2022 and forward and refund as follows.

<u>Block/Lot/Account #</u>	<u>Name</u>	<u>Amount</u>
383.12/75/309373	Cosentino, Michael &	\$1,077.70-2022
315 Hudson Drive	Amanda	<u>\$1,406.95-2023</u>
		\$2,484.65

**CERTIFICATION**

I, Lynnette A. Iannarone, Township Clerk for the Township of Brick, County of Ocean and State of New Jersey, do certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of the Township of Brick at a meeting of said Township Council on November 22, 2022.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of this 22nd day of November, 2022.

\_\_\_\_\_  
 LYNNETTE A. IANNARONE  
 TOWNSHIP CLERK

Agenda #	Date
4-8a	11/22/22
Agenda #	Date
Agenda #	Date
Agenda #	Date

**RESOLUTION**

**WHEREAS**, Kelly Napolitano, Tax Collector for the Township of Brick is advising the Township Council that 100% DAV/ Widow of Veteran deductions has been granted on Block 1124.01, Lot 3 Account #521868 as of 10-24-2021.

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Brick, County of Ocean and State of New Jersey, that the Tax Collector be authorized to cancel taxes from 10-24-2021 and forward and refund as follows.

<u>Block/Lot/Account #</u>	<u>Name</u>	<u>Amount</u>
1124.01/3/521868	Roberson, James W. JR &	\$1,668.08-2021
267 White Oak Ct.	Marilyn L.	\$6,535.63-2022
		<u>\$2,226.54-2023</u>
		\$10,430.25

**CERTIFICATION**

I, Lynnette A. Iannarone, Township Clerk for the Township of Brick, County of Ocean and State of New Jersey, do certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of the Township of Brick at a meeting of said Township Council on November 22, 2022.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of this 22nd day of November, 2022.

\_\_\_\_\_  
LYNNETTE A. IANNARONE  
TOWNSHIP CLERK

Agenda #	Date
4-8b	11/22/22
Agenda #	Date
Agenda #	Date
Agenda #	Date

**RESOLUTION**

**WHEREAS**, Kelly Napolitano, Tax Collector for the Township of Brick is advising the Township Council that 100% DAV/ Widow of Veteran deductions has been granted on Block 380.20, Lot 1 Qual C2069 Account #209036 as of 8-18-2022.

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Brick, County of Ocean and State of New Jersey, that the Tax Collector be authorized to cancel taxes from 8-18-2022 and forward and refund as follows.

<u>Block/Lot/Account #</u>	<u>Name</u>	<u>Amount</u>
380.20/1/C2069/209036 48 Riva Blvd.	Saverino, Angelo & Natalie	\$1,384.01

**CERTIFICATION**

I, Lynnette A. Iannarone, Township Clerk for the Township of Brick, County of Ocean and State of New Jersey, do certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of the Township of Brick at a meeting of said Township Council on November 22, 2022.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of this 22nd day of November, 2022.

\_\_\_\_\_  
LYNNETTE A. IANNARONE  
TOWNSHIP CLERK

Agenda #	Date
4-8c	11/22/22
Agenda #	Date
Agenda #	Date
Agenda #	Date

**RESOLUTION**

**WHEREAS**, Kelly Napolitano, Tax Collector for the Township of Brick is advising the Township Council that 100% DAV/ Widow of Veteran deductions has been granted on Block 324.29, Lot 21 Account #206511 as of 11-1-2022.

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Brick, County of Ocean and State of New Jersey, that the Tax Collector be authorized to cancel taxes from 11-1-2022 and forward and refund as follows.

<u>Block/Lot/Account #</u>	<u>Name</u>	<u>Amount</u>
324.29/21/206511 193 Binnacle Rd.	Scrofine, Richard & Diane	\$1,503.13

**CERTIFICATION**

I, Lynnette A. Iannarone, Township Clerk for the Township of Brick, County of Ocean and State of New Jersey, do certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of the Township of Brick at a meeting of said Township Council on November 22, 2022.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of this 22nd day of November, 2022.

\_\_\_\_\_  
LYNNETTE A. IANNARONE  
TOWNSHIP CLERK

Agenda #	Date
4-8d	11/22/22
Agenda #	Date
Agenda #	Date
Agenda #	Date

**RESOLUTION**

**WHEREAS**, Kelly Napolitano, Tax Collector for the Township of Brick is advising the Township Council that there are overpayments of taxes for the year 2022.

**NOW, THEREFORE BE IT RESOLVED** by the Township Council in the Township of Brick, County of Ocean and State of New Jersey, that the Township Treasurer be authorized to refund any and all monies due the individual property owner or bank who was responsible for the overpayment.

<u>Block/Lot/Account #</u>	<u>Name</u>	<u>Amount</u>
1285.58/12/623551 340 Willow Ave.	Crilly, Andrew & Jessica	\$5,725.30

**CERTIFICATION**

I, Lynnette A. Iannarone, Township Clerk of the Township of Brick, County of Ocean and State of New Jersey, do certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of the Township of Brick at a meeting of said Township Council on November 22, 2022.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of this Township this 22nd day of November, 2022.

\_\_\_\_\_  
LYNNETTE A. IANNARONE  
TOWNSHIP CLERK

Agenda #	Date
4-8e	11/22/22
Agenda #	Date
Agenda #	Date
Agenda #	Date