



**Shrewsbury Township
1979 Crawford Street
Shrewsbury Township, New Jersey 07724**

**Pamela D. Howard, RMC
Municipal Clerk**

**Phone (732) 542-0572
Fax (732) 935-1348**

Shrewsbury Township Committee

July 13, 2021

SPECIAL MEETING - 6:00 PM

AGENDA

CALL MEETING TO ORDER

In accordance with the requirements of Section 4(a) of C.231, P.L. 1975, the required Notice of this meeting was published in the Asbury Park Press on July 13, 2021, 2021, in addition to posting on the bulletin board in the Municipal Building and filing a copy of said notice with the Municipal Clerk.

ROLL CALL

SALUTE TO THE FLAG

RESOLUTIONS-

2021-75 – Authorize an Agreement and Consent on sharing of certain costs between Alfred Vail Mutual Association and Shrewsbury Township on Lighting.

PUBLIC PORTION – PLEASE STATE YOUR NAME AND ADDRESS FOR THE MINUTES

DATE OF NEXT MEETING – Regular Meeting July 20, 2021 at 6:00 P.M.

EXECUTIVE SESSION –

ADJOURNMENT

TOWNSHIP OF SHREWSBURY
RESOLUTION #2021-75

AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT
AND CONSENT ON SHARING OF CERTAIN COSTS BETWEEN
ALFRED VAIL MUTUAL ASSOCIATION AND SHREWSBURY TOWNSHIP
ON LIGHTING

WHEREAS, Alfred Vail Mutual Association and the Township of Shrewsbury wish to enter into an agreement and consent on sharing of certain costs as it relates to lighting in the Township of Shrewsbury; and,

WHEREAS, Alfred Vail Mutual Association is the owner of property in Shrewsbury Township consisting of inner streets and parking lots that have private utility pole lighting facilities; and,

WHEREAS, the Township has lighting facilities on public roads; and,

WHEREAS, both Alfred Vail Mutual Association and the Township need repairs and light replacements on their various utility pole lighting fixtures, and it is to the best interest of both parties to have an electric contractor perform all of the lighting repairs and replacements at the same time, with mutual costs equally shared between the parties; and,

NOW, THEREFORE, BE IT RESOLVED, that the parties have received the proposal of June 14, 2021 from Hi-Volt Electric after seeking quotes from various electrical contractors, pursuant to the Public Contract Law, with a proposal that addresses repair and replacement of lights and fixtures owned by Alfred Vail Mutual Association at a total estimated cost of \$2950.00, plus repairs to overhead service conductors at a cost of \$980.00. Repairs and replacement of lights and fixtures owned by Shrewsbury Township in public areas at an estimated cost of \$2,950.00. The parties agree to split equally all other costs associated with day fees and costs associated with common labor costs related to performing the work necessary for both parties. said cost shall be paid equally and any fees or cost to the Township in excess of \$4,350 shall only be authorized by separate and additional Resolution from the Township per "Exhibit A".

BE IT RESOLVED, that the Mayor and Municipal Clerk of the Township of Shrewsbury are hereby authorized to execute with Alfred Vail Mutual Association the attached agreement.

Name	Motion	Second	Ayes	Nays	Abstain	Absent
LETTICE						
JENNINGS						
PUHAK						

I hereby certify the above to be a true copy of the resolution adopted by the Township Committee at the Special Meeting held on July 13, 2021.

Pamela D. Howard, RMC,CMR
Municipal Clerk

Glenwood Puhak
Mayor

**AGREEMENT AND CONSENT ON SHARING OF CERTAIN COSTS
BETWEEN ALFRED VAIL MUTUAL ASSOCIATION AND SHREWSBURY
TOWNSHIP ON LIGHTING**

THIS AGREEMENT MADE this _____ day of
_____, 2021,

BETWEEN:

ALFRED VAIL MUTUAL ASSOCIATION, the owner of the property
(hereinafter referred to as the "AVMA").

AND

THE TOWNSHIP OF SHREWSBURY, a municipal corporation of the State of
New Jersey, County of Monmouth (hereinafter referred to as the "Township").

WITNESSETH

WHEREAS, AVMA is the owner of property in Shrewsbury Township consisting
of inner streets and parking lots that have private utility pole lighting facilities; and

WHEREAS, the Township has lighting facilities on public roads; and

WHEREAS, both AVMA and the Township need repairs and light replacements
on their various utility pole lighting fixtures, and it is to the best interest of both parties to
have an electric contractor perform all of the lighting repairs and replacements at the
same time, with mutual costs equally shared between the parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants
between the parties contained herein, the parties agree as follows:

SECTION 1 – PURPOSE:

The parties have received the proposal of June 14, 2021 from Hi Volt Electric;
after seeking quotes from various electric contractors, pursuant to the Public Contract

PREPARED BY:

GENE J. ANTHONY, ESQ.
N.J.S.A. 46:13-15

"Exhibit A"

Law, with a proposal that addresses repair and replacement of lights and fixtures owned by AVMA at a total estimated cost of \$2,950.00, plus repairs to overhead service conductors at a cost of \$980.00. Repairs and replacement of lights and fixtures owned by Shrewsbury Township in public areas at an estimated cost of \$2,950.00. There are additional day fees and work fees for doing both jobs while in the Township. A copy of the aforesaid proposal is attached hereto as Exhibit A. AVMA promises to pay for those items in said proposal associated with their lighting facilities on their property and likewise, the Township promises to pay for those facilities that need repair or replacement associated with public streets noted in the aforesaid proposal. The parties agree to split equally all other costs associated with day fees and costs associated with common labor costs related to performing the work necessary for both parties. Said costs shall be paid equally, and any fees or costs to the Township in excess of \$4,350.00 shall only be authorized by separate and additional Resolution from the Township.

SECTION 2 – TIME FOR COMPLETION OF LIGHTING PROJECT:

Commencement of the proposal shall occur as soon as possible after authorization by Resolution by both parties and execution of this Agreement. Neither party is responsible to the other party if said Agreement is not fully executed and approved by Resolution. Work completion shall be as soon as possible by Hi Volt Electric, with any delays or additional work not set forth in the aforesaid proposal being subject to additional approval by both parties by Resolution. Should there be additional costs to the Township that ultimately exceed \$4,350.00; said costs shall only be authorized by separate and additional Resolution from the Township.

SECTION 3 – SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon all successors and/or assigns in interest of the parties subject to this Agreement; may not be modified, accept by a writing executed by AVMA and the Township and shall be construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals at the date and year first above written.

ATTEST:

TOWNSHIP OF SHREWSBURY

Township Clerk
Pamela Howard, RMC

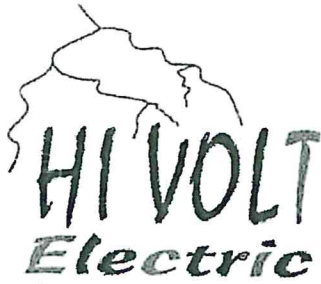
By: _____
Mayor
Glenwood Puhak

ATTEST:

ALFRED VAIL MUTUAL
ASSOCIATION

Print title:
Print name:

By: _____
President
Print name:



mail NJ Elec. Lic. 15740

PO Box 1026, Laurence Harbor, NJ 08879
TEL (732) 727-3200 FAX (732) 727-3200

PROPOSAL

06/14/2021

To: Township of Shrewsbury
1979 Crawford Street,
Shrewsbury Township NJ 07724

Attention: Katrina Thornton

RE: AVMA and Shrewsbury lighting

Eileen, The following lighting issues can be remediated at the following addresses. The cost of labor alone to repair these old fixtures exceeds the cost of replacement. Replacements would be with energy efficient LED lighting that would drastically reduce maintenance costs and energy consumption. All of this work can be completed in one day and the hours split accordingly and invoiced separately to the two entities involved.

AVMA

- 74 Barker – Parking pod 2
- 73 Belshaw – Parking Pod 3
- 142 Belshaw in parking pod – concrete base of pole needs repair.
- 66 Barker – light in courtyard is always on.

\$2,950.00

Also, at the same time we can make necessary repairs to the overhead service conductors at

- The wires to 81/83 Barker

\$980.00

The same solution would also be provided for Shrewsbury Twp. on the same day.

- 38 Barker corner of Belshaw Street light not working
- 48 Barker Street light not working
- 96 Belshaw – Street light not working
- 75 Barker – Street light not working

\$2,950.00

Regards, Gregg Conlon.
732-216-5522 (cell)

Add for overtime past 3:30 due to delays or additional work time \$247.50/Hr per man.

Add for equipment overtime \$50/Hr for each piece on site in use.

Excludes all applicable taxes, permit fees if and when required, and any work not specifically mentioned. Hi Volt Electric, LLC will physically obtain permits if and when required and customer is responsible for all fees from township if any.

Based upon careful review of plans and specs we identify the following as included or excluded...

Included

Labor during business hours 7:00am – 3:30pm portal to portal FOB Sayreville, NJ
Housekeeping
Materials as listed

Excluded

Any work not specifically mentioned.

An on-site pre-construction meeting must be held with all parties in attendance before acceptance of this proposal unless otherwise agreed upon.

Payment terms balance due in full upon substantial completion. 'Paid if paid' or 'paid when paid' terms will not be considered acceptable. If owner is tax-exempt certificate must be furnished at time of proposal acceptance.

Site Conditions: Site shall be clear and free of equipment, trees, dunnage, materials and debris. Work shall be performed during dry weather, no rain days due to site condition.

Work near energized power lines: Work within 10' of Utility power lines will require notifying the utility. If utility places additional limits, safety or causes delays this will require a change order. If they require us to insulate their line from accidental contact a change order will be required.

Work shall be coordinated with Utility requirements. Proposal is subject to revision based upon their requirements.

All materials shall be approved by Utility and any removal and re-installation of non-approved or rejected materials shall constitute an extra.

Hi Volt Electric, LLC and its contractors are committed to safety and we will adhere to any and all of your site-specific safe work practices. Proper PPE will be worn at all times if and where required. Costs of hazardous work PPE additional. We require that any and all property, equipment and materials owned and utilized by personnel be removed from work areas to avoid damage.

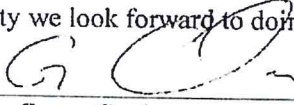
Works areas will be cleaned up during and at end of each workday. We are only responsible for cleanup of materials and debris related to our work performed and not other or same trades. We will dispose of our trash and debris only. We will cleanup the immediate area associated with our work and we are not responsible for general site cleanup or disposal costs.

We ask that all personnel and contractors recognize our barricaded work areas during this construction and treat them as DO NOT ENTER zones, which will be identified as such. Death or serious injury can occur in these areas. If unauthorized personnel enter these areas we will cease all operations and notify our contract supervisor and/or safety department and commence work when a safe work area is established. Per OSHA 1910, 1910.180, 1926, 1926.550 and ANSI B30.5 lifting over personnel and barricaded work areas.

All work to be done during normal working hours, hours to be agreed upon before acceptance. Customer processes and access to areas must be disclosed to us before acceptance. If areas are inaccessible during normal hours or if our work will interfere with customer's production, there will be additional charges for this time outside of the normal work hours.

We propose to furnish materials and labor complete in accordance within the specifications. All material is guaranteed to be as specified or approved equal. Any labor and materials not specified not included. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. All collection and legal fees by customer and/or owner. Our workers are fully covered by Workman's compensation Insurance. We carry general liability insurance.

Thank you for the opportunity we look forward to doing business with you.

Authorized Signature:  Date: 06/14/21
Gregg Conlon

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____