



**VERNON TOWNSHIP COUNCIL
REORGANIZATION MEETING AGENDA
JANUARY 15, 2024 at 6:00 PM**

1. CALL TO ORDER

2. STATEMENT: Adequate Notice of this Reorganization Meeting was provided to the public and the press on January 6, 2023 and December 26, 2023 and was posted at the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A.10:4-7.

3. SALUTE TO THE FLAG

4. STAR SPANGLED BANNER

Ali Thomas

5. CERTIFICATION OF ELECTION OF MAYOR AND COUNCIL

6. ROLL CALL

7. SWEARING IN MAYOR ANTHONY ROSSI

8. SWEARING IN COUNCIL MEMBER BRADLEY SPARTA

9. SWEARING IN COUNCIL MEMBER WILLIAM HIGGINS

10. SWEARING IN FIRE DEPARTMENT CHIEFS AND DEPUTIES

Vernon Township Fire Commissioner and Chief of Pochuck Valley Fire Dept – John Cosh
Deputy Fire Commissioner – Ted Warnet

Highland Lakes Fire Dept Chief - Scott Semchesyn
Highland Lakes Fire Dept Asst Chief – Karen Thomas

McAfee Fire Dept Chief – Jeff Andersen
McAfee Fire Dept Asst Chief - Mike Passaro

Pochuck Valley Fire Dept Chief - John Cosh
Pochuck Valley Fire Dept Asst. Chief - Brian Enering

Vernon Fire Dept Chief - Ronald Krystofik Jr
Deputy Chief - James Raperto

11. SWEARING IN EMERGENCY MEDICAL SERVICES

Chief Operations - Kevin Duffy
Deputy Chief - Peggy Warnet
Operations Lieutenant - Marissa Ajamian
Logistics Lieutenant - Edward Brown

*****SHORT RECESS*****

12. INCOMING MAYOR COMMENTS

13. OUTGOING COUNCIL PRESIDENT COMMENTS

14. COUNCIL PRESIDENT NOMINATIONS & SELECTIONS

15. COUNCIL VICE PRESIDENT NOMINATIONS & SELECTION

16. INCOMING COUNCIL MEMBER COMMENTS

17. INCOMING COUNCIL PRESIDENT COMMENTS

18. PUBLIC COMMENTS (For Current Agenda Items Only, Limited to 3 Minutes Per Person)

19. APPROVAL OF MINUTES

December 11, 2023 – Regular Meeting

20. CONSENT AGENDA

Resolution #24-01: Authorizing the Award of Contract for Professional Services (Township Attorney)

Resolution #24-02: Designating of Official Newspaper for 2024

Resolution #24-03: Appointments of Special Police Officers

Resolution #24-04: Reauthorizing Petty Cash Funds for Calendar Year 2024

Resolution #24-05: Authorizing a Contract with Muidex to Maintain the Township's Vital Statistic Software for 2024

Resolution #24-06: Resolution Authorizing the Execution of a Shared Services Agreement Between the Township of Vernon and the Borough of Ogdensburg for Animal Control Services

Resolution #24-07: Resolution of the Township Council of the Township of Vernon, County of Sussex, and State of New Jersey Appointing Deputy Custodians of Records

Resolution #24-08: Authorizing the Municipal Tax Assessor and the Special Municipal Attorney to Defend the Township Before the Sussex County Board of Taxation for Tax Appeals

Resolution #24-09: Authorizing a Memorandum of Agreement with Signature Information Solutions for “Inquiry Only” Access to Certain Tax Collectors Tax and/or Utility Records via Edmunds and Associates

Resolution #24-10: Authorizing a Memorandum of Agreement with Accurate Abstracts for “Inquiry Only” Access to Certain Tax Collectors Tax and/or Utility Records via Edmunds and Associates

Resolution #24-11: Authorizing a Memorandum of Agreement with Valtech Research for “Inquiry Only” Access to Certain Tax Collectors Tax and/or Utility Records via Edmunds and Associates

Resolution #24-12: Authorizing a Memorandum of Agreement with Action Title Research for “Inquiry Only” Access to Certain Tax Collectors Tax and/or Utility Records via Edmunds and Associates

Resolution #24-13: Authorizing a Memorandum of Agreement with Priority Search Services, LLC for “Inquiry Only” Access to Certain Tax Collectors Tax and/or Utility Records via Edmunds and Associates

Resolution #24-14: Resolution Authorizing the Execution of Right-of-Way Easement with Jersey Central Power & Light (“JCP&L”) for Pole NJ1731VR at 7 Theta Drive, Vernon, New Jersey

Resolution #24-15: Authorizing the Award of a Contract for 2024 Between A & E Clothing and the Township of Vernon to Locate Clothing Donation Bins at the Municipal Recycling Center

Resolution #24-16: Authorizing Change Order #1 of Contract for Proposed Improvements of Various Streets within Vernon Township with Road Safety Systems, LLC

Resolution #24-17: Authorize the Award of a Required Disclosure Contract with “Spatial Data Logic” for Permitting / Licensing Software

Resolution #24-18: Designating Meeting Dates of the Township Council for the 2024 Calendar Year

Resolution #24-19: Appointment of the Business Administrator, Tina Kraus, Employment Contract

Resolution #24-20: Resolution Appointing Risk Management Consultant

Resolution #24-21: Establishing Interest Rates for Delinquent Property Taxes and Assessments

Resolution #24-22: Authorizing the Award of Contract for Professional Services

Twp. Planner	4-01-20-100-91	10,000.00
Qualified Purchasing Agent	4-01-20-100-95	9,500.00
Financial Advisors	4-01-20-130-20	7,000.00
Twp. Auditor	4-01-20-135-91	47,660.00
Expert Appraisal Services	4-01-20-150-37	10,000.00
Twp. Atty - In Rem Frclsr/Rdvlpmnt	4-01-20-155-44	50,000.00
Bond Counsel	4-01-20-155-45	15,000.00
Public Defender	4-01-20-155-51	4,000.00
Public Defender	T-14-56-825-00	6,000.00
Twp. Atty. – Tax Appeals	4-01-20-155-52	60,000.00
Twp. Atty. – Labor	4-01-20-155-53	50,000.00
Litigation (all attorneys)	4-01-20-155-54	70,000.00
Alt Municipal Prosecutor	4-01-20-155-57	3,000.00
Twp. Engineer	4-01-20-165-41	40,000.00
Health Benefits Consultant	4-01-23-220-57	70,000.00
Municipal Prosecutor	4-01-25-275-92	34,000.00

Resolution #24-23: Appointment of Municipal Court Judge

Resolution #24-24: Resolution of the Township of Vernon Appointing an Alternate Municipal Prosecutor

Resolution #24-25: Resolution of the Township of Vernon Appointing a Municipal Prosecutor

Resolution #24-26: Resolution of the Township of Vernon Appointing a Municipal Defender

Resolution #24-27: Resolution Authorizing the Award of a Required Disclose Contract with “Lawsoft Inc. for Police Records Management System Fire Cad Software”

Resolution #24-28: Appointing ADA Coordinator

Resolution #24-29: Appointment of Public Agency Compliance Officer

Resolution #24-30: Resolution of the Township Council of the Township of Vernon Authorizing the Award of Payroll Management Services and Software Vendor Through the Competitive Contracting Process CC#4-2019

Resolution #24-31: Authorizing Change Order #1 of Contract for Proposed Improvements of Sandhill Road within Vernon Township with Denville Line Painting, Inc.

Resolution #24-32: Authorizing the Mayor and Municipal Clerk to Sign an Agreement with the County of Sussex for Nutrition Site Premises for Senior Citizens

Resolution #24-33: Resolution to Adopt a Cash Management Plan-2024

Resolution #24-34: A Resolution Renewing the Group Dental Benefits Program for Eligible Employees and their Covered Dependents Through Delta Dental of New Jersey, Inc.

Resolution #24-35: Adoption of 2024 Temporary Municipal Budget

Resolution #24-36: Authorizing the Execution of a Shared Services Agreement with the Vernon Township Municipal Utilities Authority for the Provision of Snowplowing Services on an As-Need Basis

Resolution #24-37: Continuation of the Beautification Committee

Resolution #24-38: Continuation of the Economic Development Advisory Committee

Resolution #24-39: Appointment to the Land Use Board

Resolution #24-40: Resolution Authorizing the Transfer of a Firearm to a Retired Vernon Township Police Officer

Resolution #24-41: Authoring Signatures on Township Checks Pursuant to N.J.S.A. 40A:5-16

Resolution #24-42: Resolution Appointing Fund Commissioner

21. INTRODUCTION OF ORDINANCE

Ordinance #24-01: Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.14)

22. MAYORAL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Beautification Committee
Board of Recreation
Economic Development Advisory Committee
Environmental Commission
Land Use Board
Senior Citizen Committee

23. PUBLIC COMMENT (Limited to 5 Minutes On Any Topic)

24. MAYOR COMMENTS

25. COUNCIL COMMENTS

26. COUNCIL PRESIDENT COMMENTS

27. ADJOURNMENT

TOWNSHIP OF VERNON

RESOLUTION #24-01

AUTHORIZING THE AWARD OF CONTRACT FOR PROFESSIONAL SERVICES (TOWNSHIP ATTORNEY)

WHEREAS, there is a need for Professional Services to the Township of Vernon for Attorneys; and

WHEREAS, N.J.S.A. 40A:11-5 specifically exempts professional services from provisions of public bidding as provided in the Local Public Contracts Law; and

WHEREAS, said specified professional services are to be rendered or performed by a person or persons authorized by law to practice a recognized profession, and whose practice is regulated by law within the meaning of N.J.S.A. 40A:11-1 et seq., as amended; and

WHEREAS, the performance of said professional services requires knowledge of an advanced field of learning acquired by a prolonged formal course of specialized training and study as distinguished from general academic instruction or apprenticeship and training; and

WHEREAS, the Township of Vernon is desirous to enter into an agreement with this professional as a non-fair and open contract pursuant to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., as amended; and

WHEREAS, the Chief Finance Officer has certified in writing that the value of the contract is available for these purposes subject to the adoption of the 2024 Municipal Budget; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq., as amended, requires that this Resolution be publicly advertised.


NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Vernon that they hereby authorize and approve the award of a Professional Service Contract pursuant to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:20-1 et seq. to provide Services in accordance with the attached Contracts for Professional Services pursuant to a non-fair and open contract to the following:

1. Township Attorney: Robert D. Kovic, Esq., Law Offices of Robert D. Kovic, LLC

BE IT FURTHER RESOLVED, that the award of contract shall be contingent upon the completion and receipt of the following:

- (a) A fully-executed professional services contract detailing the scope of services, established fees for said professional services, mandatory Equal Opportunity Language and Affirmative Action Certificate; and
- (b) Receipt of all statutorily mandated "pay to play" political contribution forms pursuant to N.J.S.A. 19:44A-20.4 et seq.; and
- (c) New Jersey Business Registration Certificate; and
- (d) Upon the aforementioned professional being a member in good standing in his respective profession.

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk are hereby authorized and directed to execute, seal and deliver the attached Contract for Professional Services on behalf of and in the name of the Township of Vernon and that the Municipal Clerk shall publish the award of contract as required by law with ten (10) days of passage of this Resolution.

CERTIFICATION OF FUNDS		
Service:	Account #:	Amount:
Twp. Attorney	4-01-20-155-51	\$75,000.00
Litigation (includes <u>all</u> attorneys)	4-01-20-155-54	\$50,000.00
		
CFO Signature: _____ <i>Subject to adoption of the 2024 Municipal Budget</i>		

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

 Marcy Gianattasio, RMC, CMR
 Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

The Law Offices of Robert D. Kovic, L.L.C.

1 Bridge Plaza, Suite 675, Fort Lee, NJ 07024
(800) 899-9197 • Fax: (800) 433-2161
rdkovic@koviclaw.com • www.koviclaw.com

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

- CLIENT:** TOWNSHIP OF VERNON
(A NJ municipal corporation)
21 Church Street
Vernon, NJ 07462

You are the Client and will be referred to as "client" or "you" in this Agreement.

- PROFESSIONAL CONSULTANTS:**

We, Robert D. Kovic, Esq., and/as a Member of The Law Offices of Robert D. Kovic, L.L.C. are the legal consultants and will be referred to as "consultants", "firm" or "we" in this Agreement.

- PROFESSIONAL SERVICES TO BE PROVIDED:** You agree that we will provide client professional services as follows:

We will serve as the Vernon Township Attorney. The consultant will provide the Township with legal guidance and representation relating to, but not necessarily limited to the following: performing legal research and providing advisory opinions as needed; representing the Township in federal and state courts, as well as administrative forums; reviewing, analyzing and advising the Township on any application before it; reviewing and/or drafting resolutions and ordinances; attending all meetings of the Mayor and Council and any other board or committee, as required; performing all standard requirements of the position of Township Attorney; notifying the Township of changes in the law or regulations, as well as Court decisions that may impact the Township and its officials; and, any other matters directed by appropriate Township officials.

- FEES:** We cannot predict or guarantee the amount of time we will spend on any Township matter or the amount of expenses. As such, our fee structure is as follows:

Robert D. Kovic, Esq.	\$160.00 per hour
Associates	\$140.00 per hour
Paralegals	\$50.00 per hour

Our office shall require a standard advance retainer in the amount of \$75,000.00 upon appointment and execution of a formal agreement if required. This flat fee

retainer shall cover attendance at all Township Council meetings; drafting and reviewing all ordinances, resolutions and/or memoranda for Council meetings; attending meetings with Township staff and department heads as necessary; assisting with and responding to daily legal issues and questions resulting from Township operations.

For any services outside the scope of the retainer above, our office proposes the above fee schedule. Items billed hourly outside the retainer include, but may not be limited to, the following: litigation; appeals; contract negotiations; employment matters; various OPRA requests; legal services that may require attendance outside the Township.

All out of pocket costs and expenses are not included in the above fee schedule and are to be reimbursed to The Law Office of Robert D. Kovic, L.L.C. and include, but may not be limited to: investigation expenses; experts' fees; witness costs and fees; court costs and filing fees; accountants' fees; appraisers' fees; other service fees; deposition costs; messenger services; testimony fees; evidentiary fees; the cost of briefs; all appeal and appellate court costs and fees; all transcripts; faxes and photocopies.

5. **YOUR RESPONSIBILITY:** You must fully cooperate with us and provide all information relevant to all matters being worked on. You must also pay all bills as required.
6. **NO GUARANTEE:** We agree to provide conscientious, competent and diligent services at all times. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results of the final outcome of any matter.

It is also hereby acknowledged by the client that we have not provided any indication of the time required to complete any matter, nor have we indicated any particular result, outcome or any degree of success on any matter. We hereby represent that we shall pursue the client's objectives and goals to the best of our ability within the bounds of law.

7. **TERM:** This agreement shall be in full force and effect for a term of one (1) year from the date set forth above, or from the time of official appointment, unless sooner terminated in accordance with the terms of this Contract or as may be extended by mutual agreement of the parties.
8. **PROFESSIONAL SERVICE:** In order to insure that the retention of the Professional Consultant by the Contracting Unit constitutes a professional service, as that term is defined under the New Jersey Local Public Contracts Law, consultant represents that:

- a. The services are being rendered and performed by a person authorized by law to practice a recognized profession;
- b. The practice is regulated by law; and
- c. The performance of the service requires knowledge of an advanced type in a field of learning acquired by a prolonged, formal course of specialized instruction and study as distinguished from general academic instruction of apprenticeship and training.

Consultant represents that it has the required licensing in the State of New Jersey. In the event consultant is part of or is a corporation, said consultant, through execution of this agreement, represents that the corporation is a lawful professional service corporation in accordance with N.J.S.A. 14A:17-1 et seq.

9. **NEW JERSEY BUSINESS REGISTRATION:** Pursuant to the requirements of P.L. 2004, C. 57, the consultant agrees to provide a copy of its New Jersey Business Registration Certificate, or documentation indicating consultant's compliance with the New Jersey Business Registration Act, to the client prior to requesting payment of any fees. N.J.S.A. 52:32-44 imposes the following requirements on the consultant and all subcontractors that knowingly provide goods or perform services for the consultant in fulfilling this Agreement:

- a. The consultant shall provide written notice to any subcontractors to submit proof of business registration to the consultant;
- b. Prior to receipt of final payment from the client, the consultant must submit to the client an accurate list of all subcontractors or attest that none were used;
- c. During the term of this contract, the consultant and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, all applicable taxes due and owing.

10. **CONFLICT OF INTEREST/CONFIDENTIALITY:** Consultant represents that it is not employed or retained and will not be rendering services for an individual, company, municipality or other entity which would create a conflict of interest by virtue of the services consultant is now rendering for the client under the terms of this agreement. Moreover, consultant represents and acknowledges that all information, strategies, positions, etc., which it gains knowledge of by virtue of this employment is confidential in nature and will not be disseminated to any third party.

11. **PAY TO PLAY LAW:** The consultant does hereby attest that neither he/she, nor any 10% or greater principals of the consultant's firm, have made a contribution in the period from January 1, 2023 to present that is reportable pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract, to any of the candidate committee, joint candidates committee, or political party committee representing the elected officials of Vernon Township as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r) and/or identified by the Clerk of Vernon Township.

12. **NON-DISCRIMINATION:** Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

Consultant as may be applicable, will in all solicitations or advertisements for employees placed by or on behalf of it state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color national origin, ancestry, marital status, sex, affectional or sexual orientation.

Consultant as may be applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the client's contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Consultant as may be applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, *et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

Consultant agrees to attempt in good faith to employ, if necessary, minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, *et seq.*, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Consultant agrees, as necessary, to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and conforms with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Consultant shall furnish, as requested, such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

13. **INSURANCE:** The consultant shall purchase and maintain Professional Liability Insurance which shall be written for a limit of liability of not less than \$1,000,000.00 per claim, with any deductible to be the responsibility of the consultant.

The consultant shall purchase and maintain such insurance as will protect it from claims which may arise out of or result from its operations under this agreement, whether such operations be by the consultant or by any subconsultant, or by anyone directly or indirectly employed by the consultant or by anyone for whose acts the consultant may be liable.

12. **GENERAL PROVISIONS:** If there are any inconsistencies between the proposal, the Professional Services Agreement, and the Resolution of the client awarding same, the Resolution and Professional Services Agreement shall control.

The Law Offices of Robert D. Kovic, L.L.C.

By: _____
Robert D. Kovic, Esq.

Client:

By: _____
On behalf of the Township of Vernon

Witnessed By: _____

TOWNSHIP OF VERNON

RESOLUTION #24-02

DESIGNATION OF OFFICIAL NEWSPAPER FOR 2024

WHEREAS, N.J.S.A. 40:53-1 et al. of the Open Public Meetings Act requires that the governing body of every municipality designate an official newspaper or newspapers for the publication of all advertisements and notices required by law to be published by the municipality; and

WHEREAS, the second newspaper designated by this body must be one which has the greatest likelihood of informing the public within the jurisdictional boundaries of this body of such meetings; and

WHEREAS, *The New Jersey Herald/Sunday Herald* is hereby designated to receive all notices of meetings as required under the Open Public Meetings Act and *The Star Ledger*, and the *Advertiser News* and will be designated as the alternate newspapers; and

WHEREAS, it is the opinion of this public body that *The New Jersey Herald/Sunday Herald*, have the greatest likelihood of informing the public within the jurisdictional area of this public body of such meetings.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Vernon, County of Sussex, State of New Jersey that *The New Jersey Herald/ Sunday Herald* is hereby designated as the official newspaper for the 2024 Calendar Year and will receive all Notices of meetings of the Township Council as required by the Open Public Meetings Act, and *The Star Ledger*, and *The Advertiser News*, will be designated as alternate newspapers of the Township of Vernon.

This resolution shall take effect immediately.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-03

APPOINTMENTS OF SPECIAL POLICE OFFICERS

WHEREAS, pursuant to Chapter 94, Section 16 of the Code of the Township of Vernon, the Mayor shall appoint Class Two Special Police Officers; and

WHEREAS, the Mayor has nominated the individuals named below for said position.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, and STATE OF NEW JERSEY, as follows:

1. That there shall be up to 6 positions for Special Police Class 2;
2. That the following individuals are hereby appointed or reappointed as Class Two Special Police Officers effective January 15, 2024 for a term of one year pursuant to N.J.S.A. 40A:14-146.14:

Special Police Officer (Class 2)
Scott Waleck

BE IT FURTHER RESOLVED, that the following individuals are hereby appointed or reappointed as Class One Special Police Officers effective January 15, 2024 for a term of one year pursuant to N.J.S.A. 40A:14-146.14:

Special Police Officers (Class 1)
Jim Vette, Mike Sauer, Doug Vince

BE IT FINALLY RESOLVED THAT, the Township Clerk shall send a certified copy of this resolution to the following:

- a. Chief of Police

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-04

REAUTHORIZING PETTY CASH FUNDS FOR CALENDAR YEAR 2024

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of a Petty Cash Fund in municipalities by application and resolution; and

WHEREAS, it is the desire of the Township of Vernon to establish the following Petty Cash Funds for calendar year 2024 as follows:

Department	Custodian	Amount Authorized
DPW	Clarence Babcock	\$100.00
Finance	Donelle Bright	\$100.00
Police	Daniel B. Young	\$500.00

NOW, THEREFORE BE IT RESOLVED that the Council of the Township of Vernon hereby authorizes such action and that the Township Clerk file two copies of this resolution with the Division of Local Government Services, State of New Jersey.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-05

AUTHORIZING A CONTRACT WITH MUNIDEX TO MAINTAIN THE TOWNSHIP'S VITAL STATISTIC SOFTWARE FOR 2024

WHEREAS, the Township of Vernon has a need to maintain its vital statistic software; and


WHEREAS, MUNIDEX, Inc. supplied the original vital statistic software to the Township and has the expertise to maintain said program; and

WHEREAS, the Chief Financial Officer recommends that the Township Council award a contract to maintain the Township's vital statistic software to Muidex, Inc., 174 Route 17 North, Rochelle Park, NJ 07662; and

WHEREAS, the cost for this annual maintenance contract is \$698.00 and there may be additional charges if on-site maintenance service is required and the Chief Financial Officer of the Township of Vernon, has certified these funds are available in account #4-01-20-120-20.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Vernon, that the Mayor and Municipal Clerk are authorized to sign and accept the Software Maintenance Agreement for the year 2024 to maintain the Township's vital statistic software in an amount of \$698.00; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon adoption according to law.

<p>CERTIFICATION OF FUNDS Amount: \$698.00 Account: #4-01-20-120-20 CFO Signature:  Subject to Adoption of 2024 Municipal Budget</p>
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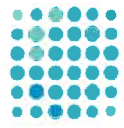
CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						



MUNIDEX
powered by **ZenGov**

MUNIDEX, INC.

ONE GATEWAY CENTER, SUITE 2600

NEWARK, NJ 07102

201-291-1000

**YEAR 2024
SOFTWARE CONTRACT**

www.munidex.com
finance@munidex.com

Vernon Twp.
Clerk's Office
21 Church Street
Vernon, NJ 07462

Vernon Twp.

Item Description

Period Covered

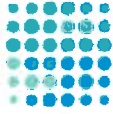
Price

VITAL STATISTICS

Calendar Year

\$698

\$698



MUNIDEX
powered by ZenGov

ACCEPTANCE FORM

December 11, 2023

Enclosed please find your *Software Agreement* for the Year 2024. The attached will serve as your invoice. In addition to the agreement is the inventory worksheet detailing your current Munidex software modules and invoice. All signed agreements with payments received in our office by January 31, 2024 will be eligible for a 10% discount on the software.

Please sign a copy of this letter and return it with your Purchase Order / Payment by the January 31, 2024 deadline. In case the worksheet does not reflect correctly your current software usage, please call us so we can make the appropriate changes. All completed forms/ purchase orders can be emailed finance@munidex.com, faxed to (732) 909-2001, or mailed to our address below:

Munidex, Inc.
216 Stelton Road, Suite A1
Piscataway, New Jersey 08854

Support will be provided in accordance with the Agreement, if accepted. If you have any immediate questions, please do not hesitate to call our finance department at (201) 291-1000, option #4. We look forward to working with you and your staff during the coming year.

Munidex now offers clients the opportunity to make maintenance contract payments using Online Payments. If your municipality would like to take advantage of this option, please contact us.

Yours truly,

Fred Hannaham, Director of Operations

Accepted: _____

Name: _____

Enclosures

Municipality: _____

FYI: According to LFN 2008-16 <http://www.state.nj.us/dca/lgs/lfns/08lfns/2008-16.doc>

“There are several approaches that local units may use to procure IT services.

First, is an exception to public bidding for maintenance and support of proprietary computer systems in the Local Public Contracts Law [N.J.S.A. 40A:11-5(1)(dd)]. The use of this exception is limited to “proprietary,” meaning that only a single vendor (usually the developer of a specialized system or their authorized agent) is capable of doing the work.”

**2024 MUNIDEX INC
SOFTWARE MAINTENANCE AGREEMENT**

This maintenance agreement refers only to the MUNIDEX proprietary software systems.

DESCRIPTION OF ITEMS

Annual software support, upgrades to the program, Technical Support (Phone, online, or onsite visit).

SERVICES INCLUDED

Telephone, Fax, e-mail, Written Inquiries and Internet based support in solving product related problems.

TERMS

Support of “off-the-shelf” or third-party software interfaces/integrations and or products is specifically not covered by this agreement. MUNIDEX will describe how to use its VFP modules and system as applicable.

Support of the web browsers, any kind of operating system or computer hardware, and printer/validator “peripheral equipment” is not covered by this agreement.

Software program changes required by law or changes that require substantial alteration of the module or system are specifically not covered under this contract nor is training, and implementation.

CONDITIONS

User must maintain daily backups in the prescribed MUNIDEX method. At a minimum seven backups media must be employed. The user must keep five backups (one for each day of the week), and one as of the first of the current month, and one as of the first of the prior month. If these procedures are not followed, additional charges above and beyond normal data restoration will be billed at the state contract hourly rates.

The supported individual is required to be a trained user, with a minimum of one day of MUNIDEX training. Other staff members may receive support at regular billing rates.

The paragraph of the license agreement expressly limiting MUNIDEX’s liability for use of its software is hereby incorporated by reference into this license agreement. In no event shall Munidex be liable for any direct, indirect, incidental, special, or consequential damages for loss of revenue, data or data use incurred by you or any third party, whether in an action in contract or tort, arising from your access to or use of the application or any content provided on or through the application. Each party holds the other harmless and provides the necessary indemnification and the losses shall be limited to the value of the contract.

UPDATES

MUNIDEX will make available periodic updates to any covered module MUNIDEX software system as developed

FEE SCHEDULE (VFP)

On-site Service is available at the following rates:

Finance Subject Matter Expert	\$345 per hour or portion thereof
Tax Subject Matter Expert	\$345 per hour or portion thereof
Software Architect	\$295 per hour or portion thereof
Project Manager	\$250 per hour or portion thereof
Technical Consultant	\$200 per hour or portion thereof
Programming Services (Includes custom reporting systems)	\$180 per hour or portion thereof
Security Analyst	\$160 per hour or portion thereof
Training Specialist	\$135 per hour or portion thereof
Data Entry	\$125 per hour or portion thereof

Travel time will be billed at the hourly rates as listed above. (Minimum of 1 hour per visit).

Should the municipality elect not to accept this contract, support is available at the rate of \$350 per hour and will include travel time, minimum of half an hour. If a municipality which is not under contract requires a program upgrade, purchase of a new software license may be required. Installation fees may be applicable to the new software license.

DISPUTE RESOLUTION AGREEMENT

It is the intention of MUNIDEX and Customer to enter an arrangement whereby MUNIDEX, Inc. will provide regular goods, service and support to Customer. It is understood that Customer may not have in-house experts in the areas where MUNIDEX provides goods, service, and support. If Customer disputes the payment of bills for goods, service and support, Customer and MUNIDEX agree to submit to binding arbitration of the AAA or other recognized Arbitration body.

Furthermore, it is understood that the use of the systems provided require extensive training. MUNIDEX shall not be responsible for problems, errors, omissions, and other computer errors that are the result of change of Customer personnel, or using the system by Customer personnel who have not had adequate training.

PERIOD OF AGREEMENT

This contract is binding to both parties under the laws of the State of New Jersey for the dates indicated on the acceptance form and/or voucher. This contract may be canceled by either party upon (90) days prior written notice. Our "Acceptance Form" signed by Customer or payment shall constitute acceptance of this contract. Payment must be received by our office within (30) days of the start of this maintenance agreement.

The software maintenance agreement covers the MUNIDEX systems listed in the addendum for the dates indicated on the acceptance form and/or voucher.

TOWNSHIP OF VERNON

RESOLUTION #24-06

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE BOROUGH OF OGDENSBURG FOR ANIMAL CONTROL SERVICES

WHEREAS, the Borough of Ogdensburg has requested that the Township of Vernon (“Township”) provide animal control services whenever there is a need for an animal control officer in the Borough of Ogdensburg; and

WHEREAS, the request has been reviewed and approved by the appropriate Township officials; and

WHEREAS, the Township is willing to provide animal control services to the Borough of Ogdensburg and this is deemed in the best interest of the Township; and

WHEREAS, such agreements are authorized pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et. seq.; and

WHEREAS, a shared services agreement has been negotiated by and between the parties and that establishes the terms and conditions thereof.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Vernon as follows:

1. The Mayor and Township Clerk are authorized to execute the attached shared services agreement between the Township of Vernon and the Borough of Ogdensburg for animal control services.
2. A copy of said agreement will be attached to this resolution and held on file in the Office of the Township Clerk.
3. A certified copy this resolution shall be forwarded to the Mayor and Clerk of the Borough of Ogdensburg.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

**BOROUGH OF OGDENSBURG
COUNTY OF SUSSEX
RESOLUTION 81-2023**

**RESOLUTION AUTHORIZING AND APPROVING SHARED SERVICES
AGREEMENT BETWEEN THE BOROUGH OF OGDENSBURG AND
THE TOWNSHIP OF VERNON FOR ANIMAL CONTROL SERVICES**

WHEREAS, on January 1, 2023, the Borough of Ogdensburg (“Borough”) and the Township of Vernon (“Township”) entered into a one-year shared service agreement for Animal Control Services which is set to expire on December 31, 2023; and

WHEREAS, there is a need for such services to continue to be provided for the Borough beginning January 1, 2024; and

WHEREAS, the Township is willing and able to provide such qualified services if it is compensated for the cost of such services; and

WHEREAS, pursuant to the Uniform Shared Service and Consolidation Act, N.J.S.A. 40A:65-1 et seq. and the Local Public Contract Law, N.J.S.A. 40A:11-10 et seq., the Borough and Township wish to enter into a three-year shared service agreement for Animal Control Services beginning January 1, 2024, through December 31, 2026; and

WHEREAS, the total annual compensation to be paid by the Borough to the Township for Animal Control Services shall be as follows:

2024	\$13,510.00
2025	\$13,760.00
2026	\$14,010.00

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ogdensburg in the County of Sussex, and State of New Jersey that the Mayor and Clerk are hereby authorized and directed to execute the Animal Control Shared Services Agreement between the Borough of Ogdensburg and the Township of Vernon, in the form attached hereto, for a term beginning January 1, 2024 through December 31, 2026.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded together with executed copies of the Agreement to the Township of Vernon and Chief Financial Officer.

BE IT FURTHER RESOLVED that a copy of this Resolution and Agreement shall be kept on file in the Municipal Clerk’s Office and made available to the public upon request.

BE IT FURTHER RESOLVED that pursuant to N.J.S.A. 40A:65-4(b), a certified copy of this Resolution and Agreement shall be filed with the Department of Community Affairs Division of Local Government Services.

CERTIFICATION

I hereby certify that the above resolution is a true copy of the resolution adopted by the Mayor and Council of the Borough of Ogdensburg, New Jersey, at a meeting held on December 11, 2023.


Robin Hough, Municipal Clerk

Roll call vote for resolution 81-2023

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
Councilman Alvarez	x			
Councilman Ciasullo	x			
Councilwoman Cowdrick	x			
Councilman DeMeo				X late
Councilman Poyer	x			
Councilwoman Ruitenberg	x			
Mayor Hutnick (Tie Only)				

ANIMAL CONTROL SHARED SERVICE AGREEMENT

BETWEEN THE TOWNSHIP OF VERNON AND THE BOROUGH OF OGDENSBURG

THIS AGREEMENT is entered into this 1st day of January, 2024 by and between:

THE TOWNSHIP OF VERNON, a municipal corporation of the State of New Jersey (referred to as "Provider"); and

THE BOROUGH OF OGDENSBURG, a municipal corporation of the State of New Jersey; (referred to as Recipient)

WITNESSETH, that the Provider and the Recipient agree as follows:

ARTICLE I - SCOPE OF SERVICES

A. Authorization for service to be provided.

The Provider is authorized to provide the services in this agreement under the provisions of New Jersey Statutes Title 40, Chapter 8A, Section 6 (N.J.S.A. 40A:65-4). Both the Provider and the Recipient shall enact the necessary municipal resolution authorizing this contract as per N.J.S.A. 40A:65-5.

B. Responsibility

At all times, the Provider shall maintain responsibility for and control over the personnel hired and equipment utilized to provide the service.

ARTICLE II – ACTIVITIES

A. Services to be Provided

The Provider shall provide the services of its Animal Control Officer ("ACO") to enforce the Recipient's Animal Control Ordinance and relevant state statutes during the course of the term of this agreement. The Borough of Ogdensburg is responsible for animal licensing within its jurisdiction. As the provider has no immediate access to animal registration or licensing, the provider will not enforce any local ordinance pertaining to licensing.

The Provider agrees to accept, hold and dispose of all stray dogs and cats from the municipality of the Recipient, which shall be delivered to the Vernon Township Municipal Dog Pound Facility in accordance with the statutes applicable thereto, and the rules and regulations of the New Jersey State Department of Health, Food, Shelter and care for such dogs and cats during holding period will be provided and the Provider will, when necessary, dispose of such dogs and cats at the end of the holding period. After delivery of dog(s) and/or cat(s) by Recipient to Provider, the Provider shall have exclusive control and full responsibility for the holding and disposal of such dog(s) and/or cat(s). The Provider will execute these services in accordance with Attachment A, hereto.

B. Hours of Operation

The Animal Control Officer of the Provider shall be available during regular business hours (Monday - Friday 9:00 am - 4:00 pm, Saturday 9:00 am - 12:00 pm) and after hours, as needed. In the event that

the Animal Control Officer is unavailable for a response, the Provider shall locate another Certified Animal Control Officer to provide the service required. The Provider shall furnish the Recipient with the phone number for the Animal Control Officer. The Provider may adjust the regular business hours with prior consultation with the Recipient.

The Dog Pound Facility shall be maintained open to the general public during regular business hours.

C. Reporting

Provider will supply recipient with written reports of activity annually or upon request.

D. HLEO (Humane Law Enforcement Officer)

The Ogdensburg HLEO shall investigate all reports of neglect and abuse within the Borough of Ogdensburg. The Vernon Animal Control Officer will assist as needed with the Ogdensburg HLEO on neglect and abuse cases.

E. TNR (Trap Neuter Release) Program

Vernon Animal Control may implement a TNR program within the Borough of Ogdensburg. This method proves to be a humane and effective way to deal with cat colonies. Under this agreement, the fee for the first thirty-five (35) cats spayed/neutered is included for the TNR program; thereafter, each cat spayed/neutered for the TNR program in the Borough of Ogdensburg will be assessed \$25.00. Vernon Township shall indicate in its annual reports the number of cats spayed/neutered in the Borough of Ogdensburg TNR program. The recipient may request a report on the TNR program at any time during the year. Any additional assessed fees will be invoiced to the recipient in the 4th quarter each year. The provider will give written notification when the thirty-five (35) cat threshold is met.

ARTICLE III - COMPENSATION

A. The Recipient shall pay the Provider the annual sum as follows:

2024: (\$13,510)

\$3,377.50 Due by 1/31/2024

\$3,377.50 Due by 4/30/2024

\$3,377.50 Due by 7/31/2024

\$3,377.50 Due by 10/31/2024

2025: (\$13,760)

\$3,440.00 Due by 1/31/2025

\$3,440.00 Due by 4/30/2025

\$3,440.00 Due by 7/31/2025

\$3,440.00 Due by 10/31/2025

2026: (\$14,010.00)

\$3,502.50 Due by 1/31/2026

\$3,502.50 Due by 4/30/2026

\$3,502.50 Due by 7/31/2026

\$3,502.50 Due by 10/31/2026

B. Upon providing an animal control response in the jurisdiction of the recipient's boundaries where any found, dumped or stray (not TNR) animal is transported to the Vernon Township Shelter, the animal will be held for a period of seven (7) days according to New Jersey Administration Code 8:23A-1.10. During the seven-day hold, any veterinary care rendered to any animal removed from the recipient's boundaries will be the responsibility of the recipient. Any animal removed from the recipients' boundaries as a result of eviction, inhumane conditions or animal cruelty will be evaluated as soon as possible and treatment provided when necessary. Any medical care or treatment within the first twenty-four (24) hours will be the responsibility of the recipient. Any costs incurred will be invoiced to the recipient immediately after any treatment provided. During the seven-day hold, if the animal has not been reclaimed, the animal will become the property of the provider.

C. Animals are often found abandoned, dumped or stray (not TNR). Animals may also be removed as a result of eviction, inhumane conditions or animal cruelty. Under this agreement, the fee for the first twenty (25) domestic animals per year is included; thereafter, each living domestic animal found, recovered or removed from Borough of Ogdensburg will be assessed \$100.00 per animal. The additional assessment shall not apply to any animals found, removed or recovered as part of the TNR program. The provider will notify the recipient when the twenty-five (25) domestic animal threshold is met. Any additional assessed fees will be invoiced in the 4th quarter of each year.

ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT

A. Duration

The Provider agrees to provide the services named in Article II for thirty-six months (36) from the date of this agreement. Said term of agreement is January 1, 2024 through December 31, 2026. Either party may terminate this agreement with six (6) months advance notice delivered by certified mail to the Municipal Clerk of the respective municipality.

B. Amendments to Contract

This agreement may be amended or extended at any time by mutual agreement if the parties provided that such amendment is reduced to writing, executed by the chief administrative official of each party or his/her designated representative, and specifies the date the provisions of such amendment shall be effective.

ARTICLE V – INDEMNIFICATION

Each party shall indemnify, defend and hold harmless the other party, its agents, officers and employees, and their successors and assigns, from and against all liability or any claims, suits, demands, actions or causes of action of any kind and nature arising out of or in connection with the provision of the parties' respective responsibilities under this Agreement, to the extent permitted by law. 6. By entering into this Agreement, the Parties do not waive their governmental immunity, nor does either party waive any immunity it may be entitled to by operation of law including limitations of damages.

ARTICLE VI - MISCELLANEOUS

- A. Neither Party may assign, either wholly or in part, any of its rights or obligations under this Agreement.
- B. In the event that a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
- C. Any dispute arising under this Agreement or related to this Agreement shall be governed by and construed in accordance with the State of New Jersey.
- D. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, proposals or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

Attest:

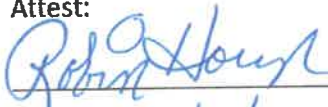
Township of Vernon

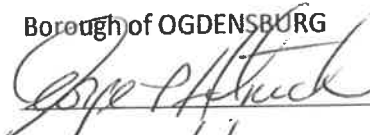
Dated: _____

Dated: _____

Attest:

Borough of OGDENSBURG





Dated: 12/11/2023

Dated: 12/11/23

Attachment "A"

Vernon Township maintains staggered hours for our three certified animal control officers during the work day, providing clients with "on duty" service from 9:00 am through 4:00 pm., Monday through Friday, and Saturdays 9:00 am -12:00 pm. Experience shows that animal control calls are prevalent during late afternoon-early evening, when pet owners come home from work and situations unfold. ACO will be used in this agreement to stand for Animal Control Officer.

Vernon Township makes an estimate of the number of off-duty call outs that can be expected from a community during a given calendar year based on Ogdensburg's historical activity, and charges a flat rate accordingly for that year's ACO and pound service. The fee for the twenty four (24) off-duty call outs per year is included in the base price referenced in this agreement; thereafter, each call out would be assessed an additional \$100.00. Any assessed additional fees for off-duty call outs will be invoiced during the 4th Quarter of each year.

As a cost saving measure, Vernon Township identifies "emergency" or "non-emergency" situations for animal control. When Vernon Township has an ACO on duty, Vernon will respond to any request for animal control in the Recipient's community. During off-duty hours (evenings, holidays, weekends), Vernon Township will request that the Recipient's Police Department and/or Vernon Township Animal Control Supervisor make a professional judgment regarding whether or not the request for animal control service warrants as "emergency" situation.

Situations invoking a dog barking complaint do not require a physical response from an ACO during off-duty hours. Neither does a complaint about a dog running at large, if the dog is not causing damage, danger or harm to any person or any animal. Both of these situations could be deemed to be "non-emergency", and dealt with as follow up activity during the next regular workday. Similarly, concerns that people, may have regarding seeing a skunk or raccoon during an evening would not warrant an immediate response, as both of these animals are nocturnal by nature.

If a person calls to report a habitual "dog running loose" situation during off hours, it is likely that be the time a response is offered that same night, the dog would already be gone and the expense of the call out would be wasted. Instead, Vernon Township would offer to work with the person complaining, to identify likely days and hours that a special patrol would take place in the coming several weeks, so that if the dog is seen, an immediate response can be made when the person telephones with a request for service.

"Emergency" situations are clear cut in most situations; any situation involving an animal bite or scratch that affects a person or another animal; any time a person is confronted with a situation in which they believe that their personal safety is being threatened; any situation in which a member of the public has reason to suspect that an animal may have rabies; all of these situations warrant an immediate response, regardless of time of day or day of week:

There will, of course, be some situations in which it is difficult to decide whether or not the request involves an emergency or non-emergency situation. Vernon requests the police officer or other designated client representative to make a professional judgment based on the situation. If the police officer or other designated client representative is not sure, then treat it as an emergency situation and Vernon will respond.

TOWNSHIP OF VERNON

RESOLUTION #24-07

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF VERNON, COUNTY OF SUSSEX,
AND STATE OF NEW JERSEY APPOINTING
DEPUTY CUSTODIANS OF RECORDS**

WHEREAS, the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (“OPRA”), names the municipal clerk as the custodian of government records; and

WHEREAS, certain officials and/or departments receive numerous public records requests based upon the nature of their official duties and/or office; and

WHEREAS, the governing body may designate one or more deputy custodians to facilitate compliance with OPRA; and

WHEREAS, the governing body adopted the policy of Deputy Custodians of Records via Resolution 16-175 on July 25, 2016 and wishes to continue this practice; and

WHEREAS, the Township Council of the Township of Vernon has determined that it is in the best interest of the Township and the public to designate deputy custodians for specific officials and/or departments.

NOW THEREFORE IT BE RESOLVED by the Township Council of the Township of Vernon, County of Sussex, and State of New Jersey, as follows:

1. The Police Chief is hereby appointed as the deputy custodian of records for Police Department records.
2. The Tax Collector is hereby appointed deputy custodian of records for tax collection records.
3. The Tax Assessor is hereby appointed deputy custodian of records for tax assessment records.
4. The Construction Official is hereby appointed deputy custodian of records for building, construction and land use records.
5. The Chief Financial Officer is hereby appointed deputy custodian of records for financial records.
6. The Land Use Board Secretary is hereby appointed deputy custodian of records for the Land Use and Zoning records.
7. The designated deputy records custodians shall report to the Township Clerk all requests for records and shall follow any instructions given by the Clerk regarding the handling of such records.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-08

AUTHORIZING THE MUNICIPAL TAX ASSESSOR AND THE SPECIAL MUNICIPAL ATTORNEY TO DEFEND THE TOWNSHIP BEFORE THE SUSSEX COUNTY BOARD OF TAXATION FOR TAX APPEALS

WHEREAS, the County Tax Board requires the governing body of each municipality to pass a resolution authorizing the Assessor and Special Municipal Attorney (for tax appeals) of the municipality to file and prosecute any and all tax appeals, farmland rollback complaints, and any added and omitted assessment complaints before the Sussex County Tax Board.

THEREFORE BE IT RESOLVED by the governing body of the Township of Vernon that the Assessor and Special Municipal Attorney (for tax appeals) are hereby authorized to file, prosecute, defend, stipulate, and/or agree upon all contested appeals before the Sussex County Board of Taxation and Tax Court of the State of New Jersey, and to initiate municipal appeals to correct the Township of Vernon tax list, including but not limited to, rollback complaints, added and omitted assessment complaints, and such other appeals as are necessary to correct property assessments for the Township of Vernon; and

BE IT FURTHER RESOLVED that the Assessor and the Special Municipal Attorney (for tax appeals) are hereby designated as the agents of the Township of Vernon for the purpose of signing settlements of the foregoing matters by stipulation.

BE IT FURTHER RESOLVED that the Municipal Clerk is directed to forward a certified copy of this Resolution to the Sussex County Tax Board.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-09

AUTHORIZING A MEMORANDUM OF AGREEMENT WITH SIGNATURE INFORMATION SOLUTIONS FOR “INQUIRY ONLY” ACCESS TO CERTAIN TAX COLLECTORS TAX AND/OR UTILITY RECORDS VIA EDMUNDS AND ASSOCIATES

WHEREAS, the Township of Vernon received a request from Signature Information Solutions seeking electronic “look only” inquiry access to the public tax records administered by the tax collector; and

WHEREAS, Vernon Township’s tax records are currently maintained in an electronic format by Edmunds and Associates of Northfield, New Jersey; and

WHEREAS, upon authorization, Signature Information Solutions, agrees to use this information for the sole purpose of providing tax search information to the title industry; and

WHEREAS, Signature Information Solutions also agrees to protect the information obtained and to not re-sell or re-distribute this same information or make available to a third party except as needed for the purpose of providing information for tax searches to the title industry.

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Vernon:

1. Vernon Township will authorize Edmunds and Associates to provide look up information access to Signature Information Solutions for Vernon Township property tax and/or utility records.
2. Signature Information Solutions shall be subject to Edmunds and Associates policies and procedures.
3. Signature Information Solutions waives any claim that it may have against Vernon Township in connection with Edmunds and Associates policies and procedures.
4. Signature Information Solutions, agrees to use this information for the sole purpose of providing tax search information to the title industry, agrees to protect the information obtained and to not re-sell or re-distribute this same information or make available to a third party except as needed for the purpose of providing information for tax searches to the title industry.
5. The Township of Vernon shall not incur any charges for providing this access or means of information exchange to Signature Information Solutions.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-10

**AUTHORIZING A MEMORANDUM OF AGREEMENT WITH *ACCURATE ABSTRACTS* FOR
“INQUIRY ONLY” ACCESS TO CERTAIN TAX COLLECTORS TAX AND/OR UTILITY RECORDS
VIA EDMUNDS AND ASSOCIATES**

WHEREAS, the Township of Vernon received a request from Accurate Abstracts seeking electronic “look only” inquiry access to the public tax records administered by the tax collector; and

WHEREAS, Vernon Township’s tax records are currently maintained in an electronic format by Edmunds and Associate of Northfield, New Jersey; and

WHEREAS, upon authorization, Accurate Abstracts, agrees to use this information for the sole purpose of providing tax search information to the title industry; and

WHEREAS, Accurate Abstracts also agrees to protect the information obtained and to not re-sell or re-distribute this same information or make available to a third party except as needed for the purpose of providing information for tax searches to the title industry.

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Vernon:

1. Vernon Township will authorize Edmunds and Associates to provide look up information access to Accurate Abstracts, for Vernon Township property tax and/or utility records.
2. Accurate Abstracts shall be subject to Edmunds and Associates policies and procedures.
3. Accurate Abstracts waives any claim that it may have against Vernon Township in connection with Edmunds and Associates policies and procedures.
4. Accurate Abstracts, agrees to use this information for the sole purpose of providing tax search information to the title industry, agrees to protect the information obtained and to not re-sell or re-distribute this same information or make available to a third party except as needed for the purpose of providing information for tax searches to the title industry.
5. The Township of Vernon shall not incur any charges for providing this access or means of information exchange to Accurate Abstracts.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-11

AUTHORIZING A MEMORANDUM OF AGREEMENT WITH VALTECH RESEARCH FOR “INQUIRY ONLY” ACCESS TO CERTAIN TAX COLLECTORS TAX AND/OR UTILITY RECORDS VIA EDMUND AND ASSOCIATES

WHEREAS, the Township of Vernon received a request from Valtech Research seeking electronic “look only” inquiry access to the public tax records administered by the tax collector; and

WHEREAS, Vernon Township’s tax records are currently maintained in an electronic format by Edmunds and Associates of Northfield, New Jersey; and

WHEREAS, upon authorization, Valtech Research, agrees to use this information for the sole purpose of providing tax search information to the title industry; and

WHEREAS, Valtech Research also agrees to protect the information obtained and to not re-sell or re-distribute this same information or make available to a third party except as needed for the purpose of providing information for tax searches to the title industry.

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Vernon:

1. Vernon Township will authorize Edmunds and Associates to provide look up information access to Valtech Research for Vernon Township property tax and/or utility records.
2. Valtech Research shall be subject to Edmunds and Associates policies and procedures.
3. Valtech Research waives any claim that it may have against Vernon Township in connection with Edmunds and Associates policies and procedures.
4. Valtech Research, agrees to use this information for the sole purpose of providing tax search information to the title industry, agrees to protect the information obtained and to not re-sell or re-distribute this same information or make available to a third party except as needed for the purpose of providing information for tax searches to the title industry.
5. The Township of Vernon shall not incur any charges for providing this access or means of information exchange to Valtech Research.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-12

**AUTHORIZING A MEMORANDUM OF AGREEMENT WITH ACTION TITLE RESEARCH FOR
“INQUIRY ONLY” ACCESS TO CERTAIN TAX COLLECTORS TAX AND/OR UTILITY RECORDS
VIA EDMUNDS AND ASSOCIATES**

WHEREAS, the Township of Vernon received a request from Action Title Research seeking electronic “look only” inquiry access to the public tax records administered by the tax collector; and

WHEREAS, Vernon Township’s tax records are currently maintained in an electronic format by Edmunds and Associates of Northfield, New Jersey; and

WHEREAS, upon authorization, Action Title Research, agrees to use this information for the sole purpose of providing tax search information to the title industry; and

WHEREAS, Action Title Research also agrees to protect the information obtained and to not re-sell or re-distribute this same information or make available to a third party except as needed for the purpose of providing information for tax searches to the title industry.

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Vernon:

1. Vernon Township will authorize Edmunds and Associates to provide look up information access to Action Title Research, for Vernon Township property tax and/or utility records.
2. Action Title Research shall be subject to Edmunds and Associates policies and procedures.
3. Action Title Research waives any claim that it may have against Vernon Township in connection with Edmunds and Associates policies and procedures.
4. Action Title Research, agrees to use this information for the sole purpose of providing tax search information to the title industry, agrees to protect the information obtained and to not re-sell or re-distribute this same information or make available to a third party except as needed for the purpose of providing information for tax searches to the title industry.
5. The Township of Vernon shall not incur any charges for providing this access or means of information exchange to Action Title Research.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-13

AUTHORIZING A MEMORANDUM OF AGREEMENT WITH *PRIORITY SEARCH SERVICES, LLC* FOR “INQUIRY ONLY” ACCESS TO CERTAIN TAX COLLECTORS TAX AND/OR UTILITY RECORDS VIA EDMUNDS AND ASSOCIATES

WHEREAS, the Township of Vernon received a request from Priority Search Services, LLC seeking electronic “look only” inquiry access to the public tax records administered by the tax collector; and

WHEREAS, Vernon Township’s tax records are currently maintained in an electronic format by Edmunds and Associates of Trenton, New Jersey; and

WHEREAS, upon authorization, Priority Search Services, LLC, agrees to use this information for the sole purpose of providing tax search information to the title industry; and

WHEREAS, Priority Search Services, LLC also agrees to protect the information obtained and to not re-sell or re-distribute this same information or make available to a third party except as needed for the purpose of providing information for tax searches to the title industry.

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Vernon:

1. Vernon Township will authorize Edmunds and Associates to provide look up information access to Priority Search Services, LLC, for Vernon Township property tax and/or utility records.
2. Priority Search Services, LLC shall be subject to Edmunds and Associates policies and procedures.
3. Priority Search Services, LLC waives any claim that it may have against Vernon Township in connection with Edmunds and Associates policies and procedures.
4. Priority Search Services, LLC, agrees to use this information for the sole purpose of providing tax search information to the title industry, agrees to protect the information obtained and to not re-sell or re-distribute this same information or make available to a third party except as needed for the purpose of providing information for tax searches to the title industry.
5. The Township of Vernon shall not incur any charges for providing this access or means of information exchange to Priority Search Services, LLC.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-14

RESOLUTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY EASEMENT WITH JERSEY CENTRAL POWER & LIGHT (“JCP&L”) FOR POLE NJ1731VR AT 7 THETA DRIVE, VERNON, NEW JERSEY

WHEREAS, the Township of Vernon (“Township”) is the owner of certain land located at 7 Theta Drive, Vernon Township in the State of New Jersey, County of Sussex (“Property”); and

WHEREAS, Jersey Central Power & Light (“JCP&L”) has requested a right-of-way easement for pole NJ1731VR at the Property; and

WHEREAS, JCP&L has provided the Township with a proposed easement and map for said purpose, which is attached hereto and made a part of this resolution; and

WHEREAS, a determination has been made that it is in the best interests of the Township to grant the right-of-way easement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Vernon that the Mayor, Township Clerk, and Township Attorney are hereby authorized to execute the attached easement and take all necessary actions to effectuate the recordation of the necessary Deed of Easement and transmit the same to JCP&L and any and all other necessary parties at interest.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						



11/30/2023

Attn: Mayor Howard L. Burrell
21 Church Street
Vernon , NJ 07462

Re: Block: N/A
Work Request: 62748692

Lot: N/A
Tax District, County: Vernon , Sussex

Dear Mayor Howard L. Burrell :

Enclosed, herewith, is a right of way agreement to be signed where indicated, as well as, the associated acknowledgement(s) required for recording. The easement language has been approved and authorized by Jersey Central Power and Light Company's (JCP&L or "the Company") Legal Department. As a regulated utility JCP&L must adhere to the requirements of the "Tariff for Service" (Part II Sect. 11.02) which states that, *"The Company shall not be required to extend or relocate its facilities for the purpose of rendering New Extension Service to Applicants until rights-of-way or easements satisfactory to the Company have been obtained"*.

One of the two documents must be signed, notarized and returned prior to scheduling. Please retain **ONE** original of the signed easement for your records.

In order to properly execute the recording of this document, please take note of the following items:

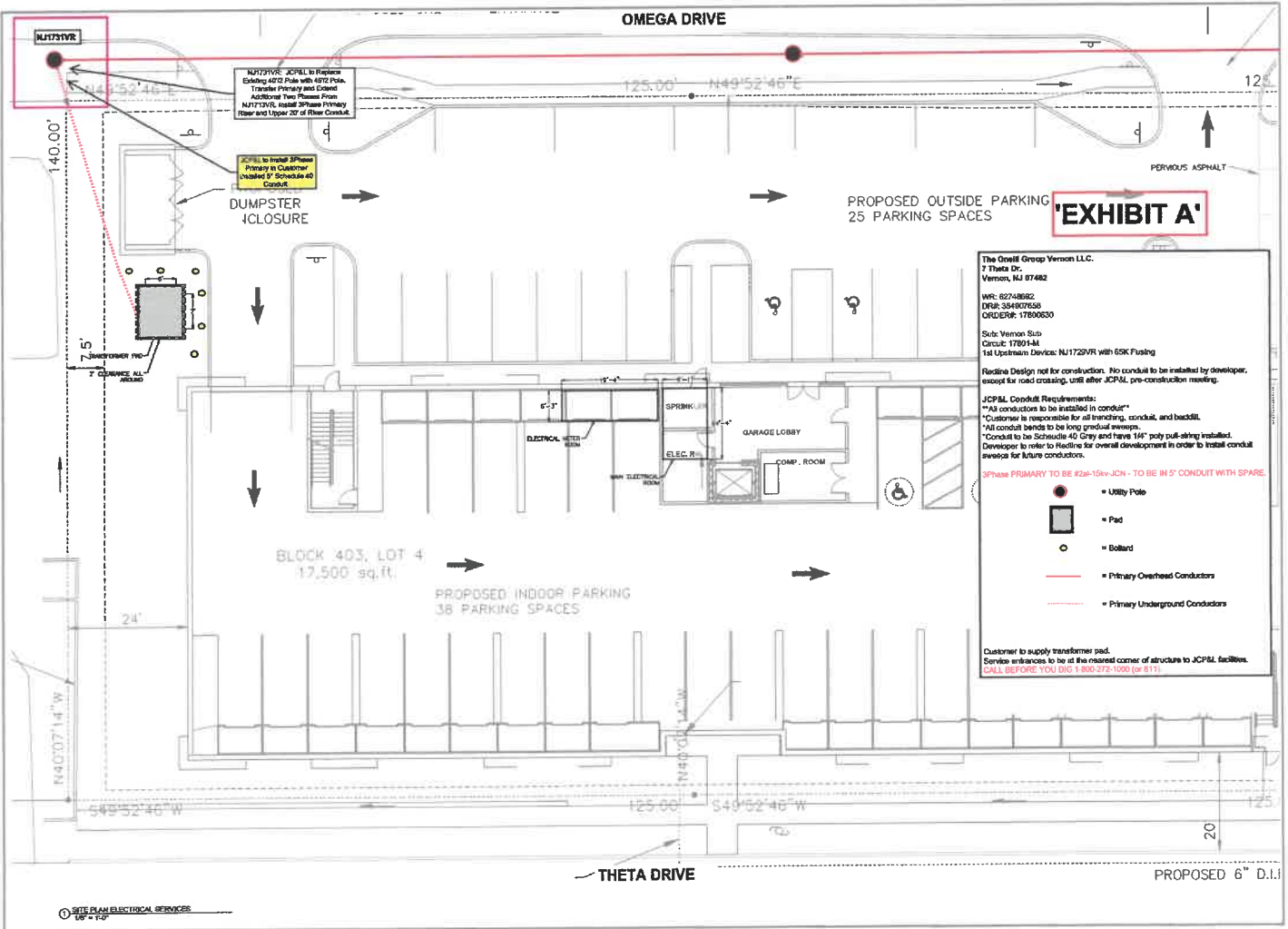
- Sign and notarize in **BLACK or BLUE** ink only.
- Please return document on 1 page double-sided.
- The notary stamp should be 'next to' but not 'on top' of the notary signature.
- Notary date and acknowledgement date must be the same.
- Do **NOT** stamp, seal or notarize on the front page.
- There shouldn't be any blank spaces within this document.
- Do **NOT** make any changes to the language of this document.
- Verify the document recites your information correctly.
- Hand written revisions or corrections will negate this document.

Please be aware that any additional fees or charges incurred by the Company in obtaining necessary easement(s), such as attorney fees or easement modification requests, shall be paid for by the Applicant or Customer (Tariff Part II Sect. 11.02). All rights must be obtained and provided to JCP&L prior to scheduling the installation of the requested extension of service. In order to avoid possible delays and additional charges, please sign the agreement in whole and return it as soon as possible. Please also be aware that third party rights (e.g., easements or rights of way for the electrical facilities which will traverse or be installed on other's property) are the responsibility of the customer and are to be in a form approved by JCP&L (Ref: NJAC 14:3-8.3c).

Thank you for your cooperation and prompt attention to this matter. If you have any questions, please call me at the number listed below.

Merkel, Jason D
Layout Technician
973-385-9050

JERSEY CENTRAL POWER & LIGHT



The Onell Group Vernon LLC.
7 Theta Dr.
Vernon, NJ 07462

WFE: 62748682
DRN: 354807658
ORDER#: 17800630

Sub: Vernon Sub
Circuit: 17801-M

1st Upstream Device: NU172PVR with 65K Fusing

Redline Design not for construction. No conduit to be installed by developer, except for road crossing, until after JCP&L pre-construction meeting.

JCP&L Conduit Requirements:
 *All conduits to be installed in conduit.
 *Customer is responsible for all trenching, conduit, and backfill.
 *All conduit bends to be long gradual sweeps.
 *Conduit to be Schedule 40 Gray and have 1/4" poly out-skin installed.
 Developer to refer to Redline for overall development in order to install conduit sweeps for future conductors.

456 THETA DRIVE
VERNON TOWNSHIP
NJ 07462

EARTH FIRST
CONSTRUCTION

PAVING LEVEL

REVISIONS

Client: []
Site Plan: []
Electrical Services: []

Date: []
Scale: []

Sheet No. E-800.00



EASEMENT

On this 30th, day of November, 2023. The undersigned, Vernon Township whose address is 21 Church Street Vernon NJ 07462 (the "Grantor"), is the owner of certain lands located in the Township of Vernon , County of Sussex State of NJ, known and designated as Tax Block N/A , Lot N/A , and recorded in The Office of The Clerk of Sussex County, on 11/30/2023, in Deed Book N/A , page N/A, referred to as the property.

Grantor, hereby grants and conveys to Grantee Jersey Central Power & Light Company and Century Link of New Jersey Inc., both New Jersey Corporations, (the "Grantee") for valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, a permanent easement and uninterrupted right, from time to time, to construct, reconstruct, operate, inspect, renew, replace, improve, maintain, redesign, alter, relocate, extend and remove overhead, underground and ground level facilities described below (the "Facilities") as may be deemed necessary or convenient by Grantee for electric, CATV and communication purposes for the use and benefit of the Land and/or adjacent lands on, over, under and across along and beyond the property, the course of said facilities to run as follows:

See 'Exhibit A' For installation of underground facilities within township owned land at base of utility pole NJ1731VR.

The Facilities may include, without limitation, poles (with or without crossarms), guy wires, guy stubs, anchors, street lights and standards, transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers, pedestals, terminal boxes, manholes, hand-holes and other related equipment and apparatus from time to time deemed necessary or convenient by Grantee to accomplish the above purpose.

Grantor gives full authority and unqualified right to the Grantee to trim, remove, clear, keep clear, and otherwise control (by such methods as Grantee, in its sole judgment, may deem necessary or proper, including but not limited to the use of herbicides) any and all trees, underbrush, or other vegetation located within the right of way. Grantee shall also have the full authority and right, in its sole discretion, to trim, remove, clear, keep clear, and otherwise control any or all trees or vegetation adjacent to said right of way, that, in the opinion of Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantee's Facilities or ingress or egress to, from, or along said right of way.

Grantor covenants not to construct, place, maintain or use structures of any kind, or plant shrubs or trees within eight feet of either side of the center line of the underground Facilities, if any, as installed, raise or lower the ground elevation of the land above or beneath the Facilities; grow beneath overhead Facilities any vegetation or trees, except farm crops or other compatible species identified by Grantee; or obstruct access to, remove structural support from, divert or impound water to or on, or otherwise interfere with, the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee and their heirs, executors, administrators, successors and assigns, Licensees and Lessees, as the case may be.

Vernon Township

Mayor, Anthony Rossi

Municipality

STATE OF _____

COUNTY OF _____

I certify that on _____, Anthony Rossi as Mayor of Vernon Township personally appeared before me and acknowledged to my satisfaction that this person (or if more than one, each person) has the Legal Authority for the organization named within this instrument and being so authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the easement.

Notary Public of New Jersey

My commission expires: _____,

Dated: _____,

County: Sussex

Order #: 17800630

W/R#: 62748692

**RETURN TO:
JERSEY CENTRAL POWER AND LIGHT COMPANY
RIGHT OF WAY DEPARTMENT
P.O. Box 1911
MORRISTOWN, N.J. 07962-1911**

TOWNSHIP OF VERNON

RESOLUTION #24-15

AUTHORIZING THE AWARD OF A CONTRACT FOR 2024 BETWEEN A & E CLOTHING AND THE TOWNSHIP OF VERNON TO LOCATE CLOTHING DONATION BINS AT MUNICIPAL RECYCLING CENTER

WHEREAS, Vernon Township has a need to contract with a vendor to locate Donation Clothing Bins in the Vernon Township Municipal Recycling Center on Church Street for the continued service to Township residents; and

WHEREAS, Vernon Township has received a proposal from A& E Clothing, Hamilton Township, NJ to provide Clothing Bins on Township Property and compensate Vernon Township \$60.00 per month per Bin; and

WHEREAS, the Mayor and DPW Director recommends that Vernon Township renew a contract with A & E Clothing Corp to provide four (4) donation bins at the Recycling Center commencing January 1 through December 31, 2024; and

WHEREAS, A & E Clothing Corp. has been collecting clothing in New Jersey for over fourteen years which donations are shipped throughout the USA, Europe, Asia, Africa and South America and proceeds further support Non-Profit Organizations such as Retired Peace Officer Charity Organization and for research for Cancer, Crohn’s Disease and Sudden Infant Death Syndrome; and

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Vernon, County of Sussex and State of New Jersey as follows:

1. The Township of Vernon is authorized to engage A & E Clothing Corp. for the purpose of locating four (4) Clothing Donation Bins at the Vernon Township Municipal Recycling Center, Church Street, NJ, for compensation of \$60.00 per month per bin to the Township
2. The Mayor and Township Clerk are hereby authorized and directed to execute Contract with A & E Clothing Corporation Corp.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						



A&E Clothing Corp.

17 Thomas J Rhodes Industrial Dr.
Hamilton Township, NJ 08619

p: 732.802.8100
f: 732.396.9277

This contract agreement is made on 1-1-2024

Between

A&E CLOTHING CORPORATION

Herein designated as the "Lessee / Tenant"

And

VERNON TOWNSHIP

(Owner Name)

21 CHURCH STREET, VERNON, N.J. 07462

(Owner Address)

Herein designated as the "Property Owner / Landlord"

- 1. **Services.** The property Owner agrees to provide space for 4 clothing bin(s) which will be situated at the address below in a visible spot. The bin(s) will be operated by A&E Clothing to provide a timely and orderly service.

21 CHURCH STREET, VERNON, N.J. 07462

(Bin location address)

TINA KRAUS ; 973 764-4055 ext. 2275

(Contact Person name and phone number)

- 2. **Term.** The term of this agreement starts on 1/1/24. The contract may be cancelled by either party with a 30 days' notice.
- 3. **Exclusivity Clause.** The property owner may not place clothing bins from another company on the property if the contract is in force.
- 4. **Payments.** The check for \$240 will be issued and mailed before the 10th day of each month.

TOWNSHIP OF VERNON

(Check payable to)

21 CHURCH STREET, VERNON, N.J. 07462

(Mailing address)

- 4. **Signatures.** The tenant and the Landlord agree to the terms of the contract.

A&E Clothing Corp Representative

1-1-24

Date

Property Owner/ Landlord

TOWNSHIP OF VERNON

RESOLUTION #24-16

AUTHORIZING CHANGE ORDER #1 OF CONTRACT FOR PROPOSED IMPROVEMENTS OF VARIOUS STREETS WITHIN VERNON TOWNSHIP WITH ROAD SAFETY SYSTEMS, LLC

WHEREAS, on August 14, 2023, by way of adoption of Resolution #23-217, the Council of the Township of Vernon awarded a contract to Road Safety Systems for Guide Rails on Various Streets which contract provided for an expenditure of \$70,694.00 and


WHEREAS, in a memo dated December 18, 2023, the Township Engineer states that the contract requires a Change Order #1 by the addition of three (3) extra items in amount of \$2,072.00 and the reduction of one (1) item in amount of \$330.00; and

WHEREAS, the Township Engineer, in concurrence with the Mayor, recommends approving Change Order No. 1 resulting in the adjusted increased final contract amount of \$72,436.00.

WHEREAS, the Chief Financial Officer has certified the increased funds from Account: C-04-23-015.

NOW THEREFORE BE IT RESOLVED, by the Council of the Township of Vernon that it hereby approves the Township Engineer's recommendations and authorizes the Mayor to execute said Change Order No. 1 for said project resulting in the adjusted increased final contract amount of \$72,436.00 for said project; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to Road Safety Systems and the Township Engineer.

Certification of Funds Account# C04-23-015-01 Amount: \$ 1, 742.00 CMFO Signature: 

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS
Established 1969

HAROLD E. PELLOW, PRESIDENT
2022 Distinguished Engineering Service Award
from the NJ Society of Professional Engineers
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.
CORY L. STONER, EXEC. VICE PRESIDENT
NJ - P.E., NJ - P.P., NJ - C.M.E.

ANN PELLOW WAGNER
NJ - C.L.A., VA - C.L.A., PA - C.L.A.
(526/84 - 7/27/89)

MATTHEW J. MORRIS
NJ - L.L.A., NJ - P.P.

DAVID B. SIMMONS, JR., VICE PRESIDENT
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.
NY - P.E. & L.S., PA - P.E. & L.S.

THOMAS G. KNUTELSKY, ASSOCIATE
NJ - P.E., NJ - P.P.

December 18, 2023

MEMORANDUM TO: Mr. Howard L. Burrell, Vernon Township Mayor

FROM: Cory L. Stoner, P.E., C.M.E., Township Engineer

SUBJECT: FINAL PAPERWORK – Road Safety Systems, LLC
Proposed Improvements to Various Streets – 2023
(Cliffwood Lake, Barry Lakes {E-2 Section}, Lake Panorama & Susan Valley Terrace)
Guide Rail per Morris County CO-OP
HPA No. 23-265

Dear Mayor,

Enclosed herewith please find the following final paperwork for Road Safety Systems, LLC in regard to the Panorama Drive portion of the above-referenced project:

1. Copy of Vernon Township Purchase Order No. 23-01122, Drawdown No. 1 & Final, in the amount of \$72,436.00, due Road Safety Systems, LLC for work completed through December 6, 2023.
2. Estimate Certificate No. 1 & Final reflecting the final quantities.
3. Three (3) copies of Change Order No. 1 which reflect an adjusted contract amount of \$72,436.00. Kindly have an authorized Township representative sign and date all three copies on the line indicated *Presiding Officer*. Retain one copy for your file and **return the remaining two copies to this office**. We will forward one copy to Road Safety Systems, LLC and retain one copy for our records.
4. Letter dated December 13, 2023 from Road Safety Systems, LLC serving as certification that all subcontractors and material suppliers they utilized on this project have been paid in full.

Mr. Howard L. Burrell

RE: Proposed Improvements to Various Streets – 2023

(Cliffwood Lake, Barry Lakes {E-2 Section}, Lake Panorama & Susan Valley Terrace)

Guide Rail per Morris County CO-OP

December 18, 2023

Please ensure that Road Safety Systems, LLC has provided all up-to-date payroll certifications prior to issuing payment for this project.

Very truly yours,



Cory L. Stoner, P.E., C.M.E.

HAROLD E. PELLOW & ASSOCIATES, INC.

Vernon Township Engineer

CLS:mac

K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\23-265 - 2023 VARIOUS STREETS RESURFACING\GUIDE RAIL\BURRELL2.DOC

Enclosures

cc: Road Safety Systems, LLC

HAROLD E. PELLOW and ASSOCIATE,S INC.
17 Plains Road
Augusta, NJ 07822

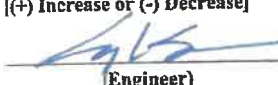

CHANGE ORDER NUMBER - 1

Project	PROPOSED IMPROVEMENTS TO VARIOUS STREETS (<i>Cliffwood Lake, Barry Lakes (E-2 Section), Lake Panorama & Susan Valley Terrace</i>) - GUIDE RAIL
Municipality	TOWNSHIP OF VERNON, MUNICIPAL BUILDING, 21 CHURCH STREET, VERNON, NJ 07462
County	SUSSEX
Contractor	ROAD SAFETY SYSTEMS, LLC, 12 PARK DRIVE, SHAMONG, NJ 08088

In accordance with the project Supplementary Specification, the following are changes in the contract.
Location and Reason for Change (Attach additional sheets if required) -

Location Panorama Drive, Vernon Township
Reason Additional length of guide rail was removed and replaced during construction. All items below are as-built quantities.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY (+/-)</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
EXTRA				
1	STEEL BEAM GUIDE RAIL	37 LIN. FT.	\$36.00	\$1,332.00
3	GUIDE RAIL POST, 6' LONG	3 UNITS	\$160.00	\$480.00
6	REMOVAL OF BEAM GUIDE RAIL	32.5 LIN. FT.	\$8.00	\$260.00
Total EXTRA:				\$2,072.00
 REDUCTION				
5	BUTTERFLY REFLECTORS	33 UNITS	\$10.00	\$330.00
Total REDUCTION:				\$330.00

AMOUNT OF ORIGINAL CONTRACT:	<u>\$70,694.00</u>	EXTRA:	<u>\$2,072.00</u>
ADJUSTED AMOUNT BASED ON CHANGE ORDER NO. 1:	<u>\$72,436.00</u>	SUPPLEMENTAL:	<u>\$0.00</u>
% CHANGE IN CONTRACT:	<u>+ 2.46%</u>	REDUCTION:	<u>\$330.00</u>
[(+) Increase or (-) Decrease]		TOTAL CHANGE:	<u>\$1,742.00</u>
 (Engineer)	<u>12/10/23</u> (Date)		
 (Contractor)	<u>12/13/23</u> (Date)		

**TOWNSHIP OF VERNON
RESOLUTION #24-17**

**“Authorize the Award of a Required Disclosure Contract with “Spatial Data Logic”
for Permitting / Licensing Software**

WHEREAS, the Township has a need for software use in the Planning & Zoning, Building, Administration, Fire Prevention and Assessor’s Offices for permitting, licensing, electronic maintenance of all inspection reports and transmission of monthly activity reports directly to the Department of Community Affairs; and

WHEREAS, for customer service efficiency and availability, Vernon Township has a need to utilize the Enterprise Licensing System offered by Spatial Data Logic, Somerset, NJ as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; for the calendar year of 2024 at a not to exceed cost of \$23,800.00 for 14 user licenses.

WHEREAS, the Sean Canning, Q.P.A., has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is for the year of 2024; and

WHEREAS, Spatial Data Logic in the aggregate is expected to provide more than the pay to play threshold of \$17,500.00; and

WHEREAS, Spatial Data Logic, has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that Spatial Data Logic has not made any reportable contributions to a political or candidate committee in the *Township of Vernon* in the previous one year, and that the contract will prohibit Spatial Data Logic from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer hereby certifies that funds NOT TO EXCEED \$23,800.00 are available as follows;

<i>Certification of Funds:</i>	
<u>Account:</u>	<u>Amount:</u>
4-01-20-100-33Admin	\$1,700.00
4-01-22-195-38Building	\$10,200.00
4-01-20-150-38 Assessor	\$1,700.00
4-01-25-265-38 Fire Prev.	\$5,100.00
4-01-21-181-38Plan& Zoning	\$5,100.00
Not to exceed	\$23,800.00
CFO Signature: _____	

Subject to the 2024 Budget

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Vernon authorizes the Mayor to enter into a contract with Spatial Data Logic, not to exceed \$23,800.00 for the 2024 budget year for Geologic Software for permitting and licensing purposes; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and Personal Contribution Disclosure form, Determination of Value be placed on file with this resolution.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						



Spatial Data Logic LLC
 285 Davidson Ave
 Somerset, NJ 08873
 +1 7323571280
 invoice@spatialdatalogic.com
 www.spatialdatalogic.com

INVOICE

BILL TO

Vernon Township
 21 Church Street
 P.O. Box 340
 Vernon NJ 07462-0340
 United States

SHIP TO

Vernon Township
 Vernon Township, 21 Church Street
 Vernon NJ 07462-0340
 United States

INVOICE # SDL-000661

DATE 12/20/2023

DUE DATE 1/19/2024

TERMS Net 30

SHIP DATE

SHIP VIA

P.O NUMBER

Activity

Amount

SL3000

\$23,800.00

Enterprise License - 1 year per computer or named user,
 includes 1 training credit
 14 @ 1700 each
 TERM: 12-31-2023 - 12-30-2024

Make Checks out to Spatial Data Logic LLC

BALANCE DUE

\$23,800.00

Fax number is 732-357-1299

Vernon - 14 seat Renewal

Please remit all payments to the following address

Spatial Data Logic LLC
PO BOX 8089
Carol Stream, IL 60197-8089

TOWNSHIP OF VERNON

RESOLUTION #24-18

DESIGNATING MEETING DATES OF THE TOWNSHIP COUNCIL FOR THE 2024 CALENDAR YEAR

BE IT RESOLVED, in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-1 et. seq., the Regular Meetings of the Township Council of the Township of Vernon shall convene on the Second and Fourth Mondays of each Month (except as noted with * in schedule below) at 6:00 pm (if there is an Executive Session), or at 7:00 pm (if there is no Executive Session). The meetings will be hybrid either via Zoom Webinar or in person at the Vernon Municipal Center, 21 Church Street, Vernon, New Jersey for the following:

MEETING DATES

January 15 (Reorganization) and 22	July 8 and 22
February 15* and 26	August 12 and 26
March 11 and 25	September 9 and 23
April 8 and 22	October 17* and 28
May 13 and 30*	November 14* and 25
June 10 and 24	December 9 and 23
January 15, 2025* (Reorganization 6:00 pm)	

BE IT FURTHER RESOLVED, that if there is to be an Executive Session, the Township Council shall immediately convene into Executive Session after opening their Regular Meeting at 6:00 pm in order to discuss those matters in executive session from which the public shall be excluded and at 7:00 pm, or as soon thereafter, the public portion of the meeting will recommence. Formal action may be taken at any Council Meeting.

BE IT RESOLVED that all Township Council meetings shall be open to the public and public participation will be entertained at all Township Council meetings. There will be a limited period of public comment at the beginning of every meeting where speakers will be limited to three (3) minutes. During the first period for public comment each speaker may speak only on items on the current agenda. The total time for public speaking at the beginning of the meeting is limited to one half hour (30 minutes) to provide the Governing Body sufficient time to complete its work.

BE IT FURTHER RESOLVED that there will be a second period of public comment at the end of each Council meeting. Speakers will be limited to five (5) minutes where the public may speak on any topic.

BE IT FURTHER RESOLVED that all Notices required by the Open Public Meetings Act shall be published in *The New Jersey Herald/Sunday Herald* and, if needed, in alternate newspapers, *The Advertiser News*, and *The Star Ledger* and shall be posted on the bulletin board in the Municipal Building.

To join the meetings via Zoom Webinar:

Please click the link below:

<https://us02web.zoom.us/j/86153092920>

Or One tap mobile :

+13017158592,,86153092920# US (Washington DC)

+13052241968,,86153092920# US

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)
 +1 346 248 7799 US (Houston)
 +1 360 209 5623 US
 +1 386 347 5053 US
 +1 507 473 4847 US
 +1 564 217 2000 US
 Webinar ID: 861 5309 2920
 International numbers available: <https://us02web.zoom.us/j/86153092920>

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

 Marcy Gianattasio, RMC, CMR
 Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-19

**APPOINTMENT OF THE BUSINESS ADMINISTRATOR, TINA KRAUS,
EMPLOYMENT CONTRACT**

WHEREAS, N.J.S.A. 40A:9-137 provides that each municipality shall have a business administrator appointed by the Mayor with the advice and consent of the municipal council and shall serve during the term of the office of the Mayor; and

WHEREAS, pursuant to §5-30(A) of the Township Code, the Mayor may appoint a business administrator; and

WHEREAS, the Mayor has appointed Tina Kraus (“Kraus”) as the Business Administrator for the Township; and

WHEREAS, Kraus has accepted the appointment as the Township’s Business Administrator; and

WHEREAS, Kraus’s terms and conditions of employment are governed by her employment agreement, which is attached; and

WHEREAS, Kraus’s position as the Township’s Business Administrator commences on January 16, 2024; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Vernon in the County of Sussex and State of New Jersey, hereby consent to the appointment of Kraus as Business Administrator and ratifies the employment agreement between Kraus and the Township.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

EMPLOYMENT AGREEMENT
for the position of
VERNON TOWNSHIP BUSINESS ADMINISTRATOR

This Agreement, which shall be effective as of January 16, 2024, is entered into on the date of the last signature below, is by and between the Township of Vernon, County of Sussex, (“Township”), a municipal corporation of the State of New Jersey and Tina Kraus (“Kraus”), establishes the terms and conditions of employment for the position of Business Administrator. This Agreement represents the complete and final understanding on all employment issues between the Township and Kraus.

Section 1: Duties and Authority

The Township shall employ Kraus and Kraus accepts employment as Township Business Administrator to perform all of the functions and duties of the position as prescribed by the statutes of the State of New Jersey, including N.J.S.A. 40:69A-44; the Administrative Code of the Township; Township Policies Procedures and Employee Handbook; and pursuant to the direction of the Mayor, together with such additional duties incidental or related to the position.

Kraus will be required to attend meetings of organizations the Township designates as the Township representative. These meetings shall be attended at the time and based upon the schedule set by such organizations.

Kraus is personally and individually required to perform the duties of Business Administrator and may not assign the duties and obligations of Business Administrator to any person or entity.

Kraus shall perform faithfully, industriously, and to the best of her abilities, experience and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of the Mayor and Township.

Section 2: Management Rights

The Township hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

Section 3: Term

Kraus will commence her position as Business Administrator for the Township on January 16, 2024. This Agreement shall remain in full force and effect until a new agreement is made between the parties or Kraus ceases to hold the position of Business Administrator, for whatever reason, whichever is applicable.

Section 4: Compensation

The Township agrees to pay Kraus an annual salary of One Hundred Two Thousand Dollars (\$102,000), paid in accordance with the municipality's payroll schedule. The position of Business Administrator is an exempt position under the Fair Labor Standards Act; therefore, Kraus is not eligible for overtime compensation for any work that is performed beyond 40 hours in a workweek. Nor will Kraus be paid any additional compensation for hours worked beyond those required in Section 5.

The Township will provide Kraus with a laptop and mobile phone for business use, to maximize communication and productivity. Upon termination of Kraus's employment, the equipment described as well as any other Township property or equipment provided to Kraus to perform her duties under this Agreement shall remain the property of the Township and shall be returned.

Section 5: Hours of Work

Kraus shall devote her full professional time and attention to her duties for the Township. Kraus is expected to work at a minimum of 28 hours per week, in addition to attending all Council meetings. The days Kraus is to report to work are flexible and based on the requirements of her job responsibilities and any agreement she has with the Mayor which relates to her hours of work.

Section 6: Paid Time Off

Kraus shall receive the following benefits pursuant to and consistent with the Township personnel policies: Holidays, Personal Days, and Bereavement.

Kraus shall be eligible to use up to 20 vacation days per year.

Kraus shall also be eligible to use up to 15 sick days per year.

If Kraus has unused vacation or sick leave remaining at the end of the calendar year, the leave will not carry over into the succeeding year absent express agreement from the Township. Kraus shall not be paid out for any unused vacation, sick days or other paid time off upon her ceasing to be in the position of Business Administrator for any reason.

Section 7: Benefits

Kraus shall not receive payments into any Employee Pension Plan or Township sponsored Employee Healthcare Plan during the term of this Agreement.

Section 8: Professional Development

Kraus is not required but is encouraged to attend the New Jersey State League of Municipalities Conference. Any expenses incurred as a result of this or any other professional development program, which is approved prior to being incurred, that Kraus attends will be reimbursed pursuant to Township policy.

Section 9: Township Rules and Regulations

Kraus shall report to the Mayor on regular intervals providing full and complete information related to all Township matters. She shall be subject to and follow the Township's rules and regulations whether set forth in statute, ordinance, resolution, handbook or other source.

Section 10: Termination

Kraus is an employee at-will and shall serve at the pleasure of the Mayor. Pursuant to applicable statute, the Township may terminate Kraus's employment for cause. Unless otherwise agreed to between Kraus and the Township, this Agreement and Kraus's employment with the Township shall end on January 15, 2025.

Section 11: General Provisions

- A. This Agreement shall be binding on Kraus and is not assignable.
- B. If any provisions of this Agreement, or any application of this Agreement, is found to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- C. Governing Law. This Agreement shall be governed by and construed under the laws of the State of New Jersey.
- D. Entire Agreement. This Agreement supersedes all prior Agreements and understandings between the parties and may not be changed or terminated orally, and no attempt to change, terminate or waive any of the provisions shall be binding unless in writing and signed by the parties hereto.
- E. Future Condition or Term. To the extent that this Agreement does not address a condition or term of employment that arises in the future, the determination of that condition or term shall be sequentially based upon the following: applicable State Statute, applicable Township Code provisions.
- F. Representation. The parties hereby represent and acknowledge that neither party has relied upon any representations or statements which are not set out in this Agreement made by either party or a party's agent, representative, or attorney, with regard to the subject basis or effect of this Agreement.

Township of Vernon

Anthony Rossi, Mayor

Date

Tina Kraus

Date

TOWNSHIP OF VERNON

RESOLUTION #24-20

RESOLUTION APPOINTING RISK MANAGEMENT CONSULTANT

WHEREAS, the Township of Vernon (hereinafter “Local Unit”) has joined the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 *et seq.*; and

WHEREAS, the Bylaws require participating members to appoint a Risk Management Consultant, as those positions are defined in the Bylaws, if requested to do so by the “Fund”; and

WHEREAS, the Local Unit has complied with relevant law with regard to the appointment of a Risk Management Consultant; and

WHEREAS, the “Fund” has requested its members to appoint individuals or entities to that position.

NOW, THEREFORE, BE IT RESOLVED by the governing body of “Local Unit”, in the County of Sussex and State of New Jersey, as follows:

1. The Township of Vernon hereby appoints Professional Insurance Associates as its local Risk Management Consultant.
2. The Mayor of the Township of Vernon and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant’s Agreement for the year 2024.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						



A WORLD INSURANCE ASSOCIATES LLC COMPANY

December 12, 2023

Ms. Tina Kraus
Township Administrator
Township of Vernon
21 Church Street
Vernon, NJ 07462

**TOWNSHIP OF VERNON
STATEMENT OF QUALIFICATIONS (SOQ) - RISK MANAGEMENT & HEALTH BENEFITS CONSULTANT**

Dear Tina:

We are pleased to submit our Qualifications for the position of **Risk Management & Health Benefits Consultant** for Calendar Year **2024**.

Specifically, we are submitting our credentials for consulting services, including, but not limited to:

Property & Casualty

*General Liability
Automobile Liability
Excess (Umbrella) Liability*

*Public Officials Liability
Police Professional Liability
Employment Practices Liability*

*Workers Compensation
Environmental Liability
Property*

Employee Health Benefits

*Medical
Prescription
Dental*

as provided through the Municipality's membership in the **Statewide Insurance Fund** and the **North Jersey Municipal Employee Benefits Fund (NJHIF)** as well as any other insurance coverages secured through the commercial marketplace.

We appreciate the opportunity to be considered for this important position and formally submit our credentials and proposal to you and the Governing Body. Our proposal submission is provided as a reference to our qualifications and extensive experience in the area of Risk Management and Employee Health Benefits.

We at **PIA** are extremely dedicated to the consulting and analytical services we provide our clients and proud to be among the top regional firms providing such services to Municipalities, School Boards and Public Authorities, statewide. Naturally, we are always available to meet with you and/or the Governing Body to answer any questions relative to our Proposal. Again, thank you for considering **PIA**. We strive to be deserving of your trust and confidence.

Sincerely,

PROFESSIONAL INSURANCE ASSOCIATES

A Division of World Insurance, LLC

Frank Covelli

Senior Vice President - Managing Director
Public Sector Insurance & Risk Services

FC:fmc

Enclosure(s)

TOWNSHIP OF VERNON

RESOLUTION #24-21

**ESTABLISHING INTEREST RATES
FOR DELINQUENT PROPERTY TAXES AND ASSESSMENTS**

WHEREAS, N.J.S.A. 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for nonpayment of taxes or assessments subject to any abatement or discount for the late payment of taxes as provided by law; and

WHEREAS, N.J.S.A. 54:4-67 has been amended to provide an additional penalty of up to six percent (6%) on delinquent taxes and all municipal charges in excess of \$10,000.00 that are not paid prior to the end of the fiscal year; and

WHEREAS, this resolution is necessary for efficient and uninterrupted operations of the business of the Tax Collector.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Vernon that:

1. The Tax Collector of Vernon Township is authorized to cancel all payments of taxes of \$10.00 or less.
2. That no interest shall be charged if payment of any installment is made within ten (10) days after date upon which the same became payable.
3. That the rate of interest to be charged for nonpayment of taxes on or before they would become delinquent shall be 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum, on any amount in excess of \$1,500.00, and;
4. Interest at the rate of 8% per annum on the unpaid balance of assessment is charged with each installment on due date. Any installment not paid on or before due date is subject to 8% interest, 18% interest over \$1,500.00.
5. A Year End Penalty of 6% is hereby assessed on delinquent tax accounts in excess of the sum of \$10,000.00 if a taxpayer shall fail to make payment in full on the delinquent amount prior to the end of the calendar year in which such taxes shall have accrued and been assessed.
6. That the Chief Financial Officer of the Township of Vernon is hereby authorized to make investments for the Township of Vernon.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-22

**AUTHORIZING THE AWARD OF CONTRACT
FOR PROFESSIONAL SERVICES**

WHEREAS, there is a need for Professional Services to the Township of Vernon for Attorneys, Auditor, Bond Counsel, Engineer, Financial Advisor, Health Benefits Consultant, Prosecutor, Public Defender, Planner, and Appraisal services and;

WHEREAS, N.J.S.A. 40A:11-5 specifically exempts professional services from provisions of public bidding as provided in the Local Public Contracts Law; and

WHEREAS, said specified professional services are to be rendered or performed by a person or persons authorized by law to practice a recognized profession, and whose practice is regulated by law within the meaning of N.J.S.A. 40A:11-1 et seq., as amended; and

WHEREAS, the performance of said professional services requires knowledge of an advanced field of learning acquired by a prolonged formal course of specialized training and study as distinguished from general academic instruction or apprenticeship and training; and

WHEREAS, the Township of Vernon is desirous to enter into an agreement with these professionals as a fair and open contract pursuant to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., as amended; and

WHEREAS, the Chief Finance Officer has certified in writing that the value of the contracts is available for these purposes subject to the adoption of the 2024 Municipal Budget; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq., as amended, requires that this Resolution be publicly advertised.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Vernon that they hereby authorize and approve the award of contracts of a Professional Service Contract pursuant to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:20-1 et seq. to provide Services in accordance with the attached Contracts for Professional Services pursuant to a non-fair and open contract to the following:

1. Township Planner – Jessica Caldwell of J. Caldwell and Associates
2. Qualified Purchasing Agent – Sean Canning, MPA, QPA of The Canning Group
3. Township Financial Advisor – Phoenix Advisors, LLC
4. Township Auditor – Nisivoccia & Company, LLP
5. Expert Appraisal Services - Associated Appraisal Group, Inc.
6. Special Township Attorney – Redevelopment and In Rem Foreclosures – Matthew Jessup, Esq. of McManimon, Scotland, & Baumann, LLC
7. Township Bond Counsel - Robert Beinfield, Esq. of Hawkins Delafield & Wood, LLP
8. Public Defender – John C. Grey, Esq.
9. Special Township Attorney: Tax Appeals- Robert McBriar, Esq. of Schenk, Price, Smith & King, LLP
10. Special Township Attorney – Labor – Douglas Steinhardt, Florio Perucci, Steinhardt, Capelli, Tipton & Taylor, LLC
11. Alternate Municipal Prosecutor – Steven M. Siegel, Esq.
12. Township Engineer – Cory Stoner of Harold E. Pellow & Associates
13. Health Benefits Consultant – Professional Insurance Associates, LLC


14. Municipal Prosecutor –Alicia Ferrante, Esq.

BE IT FURTHER RESOLVED, that the award of contract shall be contingent upon the completion and receipt of the following:

- (a) A fully-executed professional services contract detailing the scope of services, established fees for said professional services, mandatory Equal Opportunity Language and Affirmative Action Certificate; and
- (b) Receipt of all statutorily mandated “pay to play” political contribution forms pursuant to N.J.S.A. 19:44A-20.4 et seq.; and
- (c) New Jersey Business Registration Certificate; and
- (d) Upon the aforementioned professional being a member in good standing in his respective profession.

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk are hereby authorized and directed to execute, seal and deliver the attached Contracts for Professional Services on behalf of and in the name of the Township of Vernon and that the Municipal Clerk shall publish the award of contract as required by law with ten (10) days of passage of this Resolution.

CERTIFICATION OF FUNDS		
Service:	Account #:	Amount:
Twp. Planner	4-01-20-100-91	10,000.00
Qualified Purchasing Agent	4-01-20-100-95	9,500.00
Financial Advisors	4-01-20-130-20	7,000.00
Twp. Auditor	4-01-20-135-91	47,660.00
Expert Appraisal Services	4-01-20-150-37	10,000.00
Twp. Atty - In Rem Frclsr/Rdvlpmnt	4-01-20-155-44	50,000.00
Bond Counsel	4-01-20-155-45	15,000.00
Public Defender	4-01-20-155-51	4,000.00
Public Defender	T-14-56-825-00	6,000.00
Twp. Atty. – Tax Appeals	4-01-20-155-52	60,000.00
Twp. Atty. – Labor	4-01-20-155-53	50,000.00
Litigation (all attorneys)	4-01-20-155-54	70,000.00
Alt Municipal Prosecutor	4-01-20-155-57	3,000.00
Twp. Engineer	4-01-20-165-41	40,000.00
Health Benefits Consultant	4-01-23-220-57	70,000.00
Municipal Prosecutor	4-01-25-275-92	34,000.00

CFO Signature: 

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						



J Caldwell
& Associates, LLC
Community Planning Consultants

(973) 300-5060

jcaldwell@jcaldwellassociates.com

145 Spring Street | Suite E | Newton, NJ 07860

November 28, 2023

Vernon Township
21 Church Street
Vernon, NJ 07462

ATTN: Irene Mills, Administrative Assistant

RE: 2024 Township Planner Proposal for Vernon Township

Dear Ms. Mills:

Attached please find proposal and pay-to-play documents for the position of Professional Planner Services for Vernon Township from J. Caldwell & Associates, LLC for 2024. Please do not hesitate to contact me if you have any questions or require further information.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Jessica Caldwell Dykstra'.

Jessica Caldwell Dykstra, PP, AICP, LEED-GA
Principal Planner
J. Caldwell & Associates, LLC

Enclosures

A decorative horizontal bar at the bottom of the page, consisting of three colored segments: teal, olive green, and yellow.

2024 Township Planner Proposal Vernon Township, Sussex County

Scope of Services

1. J. Caldwell & Associates, LLC (JCA) will provide planning services to Vernon Township at the hourly rates listed below on an as needed basis as requested by the Township Mayor and Council.
2. JCA will furnish planning services to the Township's Planning Board when requested.
3. JCA will appear before administrative agencies and boards to represent the interests of the Township as requested.
4. JCA will provide planning services for the Township's affordable housing settlement as requested.
5. JCA will provide planning services for the update of the Township's Master Plan and Ordinances, as necessary.
6. JCA will perform other planning services and tasks as assigned by the Township.

2024 Hourly Rates

Professional Planners.....	\$140
Associate Planner	\$135
Administrative Assistant	\$65



TOWNSHIP OF VERNON, NEW JERSEY
PROFESSIONAL SERVICES CONTRACT
TOWNSHIP PLANNER

THIS AGREEMENT (the "Agreement") is made this 1st day of January, 2024, by and between the TOWNSHIP OF VERNON, NEW JERSEY (the "Township"), with principal offices at 21 Church Street, Vernon, New Jersey, 07462, and J. CALDWELL & ASSOCIATES, LLC., (the "Consultant"), with principal offices at 145 Spring Street, Suite E, Newton, New Jersey, 07860 (collectively, the "Parties").

WHEREAS, the Township has the need for a professional consultant to provide professional planning services to the Township Mayor and Governing Body, Township of Vernon, Sussex County, New Jersey; and

WHEREAS, N.J.S.A.11-1 et. seq. requires that all contracts be in writing;

NOW THEREFORE, IN CONSIDERATION OF mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2024 and terminate December 31, 2024.
2. Scope of Services: The scope of services shall be general planning consulting services, redevelopment planning and special projects as requested by the Mayor and Council.
3. Fees. The total fees payable to the Consultant for the services provided pursuant to Paragraph 2 of this Agreement shall be \$140.00 per hour. The Consultant shall submit payment vouchers to the Township in a form approved by the Township Administration. The total amount paid for services shall not exceed the \$20,000 exclusive of escrow work and fixed fee proposals for larger assignments and other budgeted work items.
4. The Consultant agrees to comply with the provisions of N.J.A.C. 17:27-5.4.
5. The Consultant has registered with the State of New Jersey pursuant to N.J.S.A. 52:32-44, and the Consultant Certification number is 1704507.
6. The Consultant is licensed as a Professional Planner in the State of New Jersey and the license number is 5944.
7. The Consultant expressly acknowledges and agrees that it is an independent Consultant of the Mayor and Township Council and that no employment relation is created or intended to be created between the parties to this agreement. The Consultant further acknowledges agrees that it is not entitled to any benefits of any type afforded to Township Employees. The Consultant further acknowledges and represents that that the Consultant is responsible for the payment of all federal and state taxes due and owing on any monies received pursuant to its performance under this agreement.
8. The Consultant shall indemnify and hold the Township harmless for any and all claims that may be asserted against the Township by virtue of the Consultant's performance under this Agreement, including but not limited to any and all claims for infringement of intellectual property. The Consultant shall indemnify and hold the Township harmless for any and all

damages, fees, costs, penalties, settlement amounts, and attorney's fees incurred by the Township in defense of any such claims.

9. This contract has been awarded to the Consultant based upon the merits and abilities of the Consultant to provide the services described herein. This contract was awarded through the process described in N.J.S.A. 19:44-20.8 et. seq. The undersigned does attest that the Consultant, its subsidiaries, assigns, principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44.A-8 or N.J.S.A. 19:44A-1 in the one year period preceding the award of the contract that would affect its eligibility to perform this contract nor will it make a reportable contribution during the term of this contract to any political party committee in the Township of Vernon if a member of the political party is serving in elective public office of Vernon when the contract is awarded or to any candidate committee of any person serving in an elective office of Vernon when the contract is awarded. The Consultant has executed and filed with the Township a Business Entity Disclosure Certification, as required by law.
10. The Consultant expressly acknowledges and agrees that the failure of the Consultant to perform any duties and/or meet any of the requirements contained in this Agreement shall be deemed a material breach of the same and the Township shall be entitled to immediately terminate this Agreement, in the Township's sole discretion.
11. This Agreement, and any dispute arising here from, shall be governed by the laws of the State of New Jersey.
12. The Parties agree that they have read the entire contents of this Agreement, that they have had the opportunity to consult with counsel at their option, and that they execute this Agreement of their own free will.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of the date first written above:

ATTEST:


TOWNSHIP OF VERNON

Marcy Gianattasio, Township Clerk

Anthony Rossi, Mayor

J. CALDWELL & ASSOCIATES, LLC

Witness:



Jessica C. Caldwell, P.P., A.I.C.P.
Principal Planner



Laretta Neumayer, Administrative Assistant



QPA SERVICES PROPOSAL

September 1, 2023

Hon. Hoard L. Burrell, Mayor
Township of Vernon
21 Church, St.
Vernon, N.J.

Re: Qualified Purchasing Agent Proposal 2024

Dear Mayor Burrell,

SCOPE OF SERVICES

The Canning Group LLC is pleased to offer to provide the following scope of services. The team member who holds the QPA and would be assigned to provide service would be Mr. Sean Canning, MPA, QPA, whose resume is attached in this proposal and has extensive public procurement experience, teaches the certification courses for Rutgers University and sits on the state exam certification committee. We propose to:

Provide an experienced QPA to:

- Periodically (or daily if available through a VPN service) review and approve purchases and ensure sound purchasing policy is in place.
- Be available for questions as to purchasing questions and guidance from department heads.
- Write, prepare and receive bids and RFP's if necessary for non-major procurement. Major procurement is considered bids, RFP's and Competitive Contracts.
- Review vendor listing, commodity aggregation and provide the Township with an initial assessment of bid requirements/ pay to play concerns.



- Review current purchasing policy, amend or recommend legally compliant policy if necessary. Conduct one (1) purchasing training for staff if requested.
- Be available during business hours for questions, guidance advice.
- Bid opening services, include recommendation memos, analytics, and resolutions of award.
- Allow the Township the use of our Department of Community Affairs sanctioned license for bid threshold of \$44,000.00.

Naming of QPA and procurement, guidance, review and minor bid writing services \$9,500.00 for 2024.

As a condition of our service we request the following:

- Adherence to all New Jersey laws in procurement by members of the Township.
- The QPA review and be alerted for any proposed bids by other professionals such as engineers and architects for conformance with New Jersey Local Publics Contract Law.
- To work as a partner and team member with the CFO, Municipal Clerk, Administrator and Mayor in major procurement resolutions of award subsequent to bids or pay to play aggregation matters.
- We look forward to working with you in finding a solution for your needs as you serve the taxpayers.

Thank you

Respectfully,
Sean Canning
Sean P. Canning MPA, QPA



Technical Experience

Organizational Change Leadership/ Management Expert

Public Procurement & Bidding Expert

State QPA Test Advisor for Purchasing Standards

CEO The Canning Group LLC

Township Administrator Mount Olive Township 2012-2015

Borough Administrator Borough of Lincoln Park 2009-2012

Chief of Police, Lincoln Park Police 2004-2009

Mr. Sean P. Canning, MPA, QPA

Mr. Sean P. Canning, 32 years of public service spanning three (3) organizations of expert leadership. Mr. Canning is rightly proud of having been a change and reform agent in all organizations, leaving them in excellent shape for future operations and reforming each organization.

Mr. Canning is an expert at organizational management and leadership, management of operations and personnel as well as public procurement. Mr. Canning is an instructor for the Rutgers University Center for Government Services in the realm of public purchasing and municipal finance. He has spoken at the State of New Jersey Public Purchasing Conference, May 2015.

Mr. Canning serves on the advisory panel formulating the State of New Jersey Qualified Purchasing Agent Exam. Mr. Canning also co-chairs the "Yellow Book" sample procurement documents, for the State of New Jersey Department of Community Affairs through Rutgers Center for Government Services. Mr. Canning has served as the Qualified Purchasing Agent for seven (7) municipalities and has engaged in thousands of procurements and authored bids, RFP's and competitive contracts numbering over 400. Mr. Canning's strengths are problem solving, identifying organizational deficiencies and providing cost effective management reform, resulting in organizational stability.

- Managing Member – The Canning Group LLC 2013- current: As a team provide for effective interim administration, executive searches, efficiency studies for municipalities, water and sewer utilities. Provide for leadership and management seminars and public purchasing assistance to municipalities.

- Instructor Rutgers University Center for Government Services: As an instructor for professionals seeking to become qualified for the states licensing process through the topics of public purchasing and municipal finance. Mr. Canning has trained municipal professionals who have successfully passed the Qualified Purchasing Agent exam administered by the Department of Community Affairs.

- Township of Mount Olive 2012-2015: Transformed an organization of 165 employees, conducted organizational change in sanitation district to automation of pickup and \$300,000.00 yearly savings. Provided for \$0.00 tax increase 3 out of 4 years while building fund balance
- Borough of Lincoln Park 2009-2012: Assumed leadership on the heels of financial scandal, effectively led the Borough through the recession of 2009 with no adverse downsizing. Effectively restricted the recycling

Masters Public
Administration

QPA New Jersey

Instructor Rutgers
University
Public Purchasing

ICMA Member
NJMMA Member
NJGPA Member
NJSACOP Member
NIGP Member

pickup program saving \$200,000.00 annually.

- Chief of Police Lincoln Park Police Department 2004-2010 :Led 32 member police department through the New Jersey Accreditation process and national CALEA recognition within 18 months of taking over department on heels of a leadership scandal and crisis. Served as 2nd vice president of Morris Chief's association and served on authoring committee of State Chiefs Association on police consolidation.



**AGREEMENT
for
MUNICIPAL ADVISOR AND CONTINUING DISCLOSURE SERVICES**

THIS AGREEMENT (the “Agreement”), made and entered into on January 01, 2024, by and between Vernon Township, 21 Church Street, Vernon, NJ 07462 (the “Client”), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, NJ 08505 (“Phoenix Advisors”),

WITNESSETH:

WHEREAS Phoenix Advisors has expertise across a variety of disciplines, including but not limited to municipal advisor services, continuing disclosure, rating agency surveillance, project finance, debt management and financial consulting, and being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), is qualified to perform such professional services;

WHEREAS the Client desires to engage Phoenix Advisors to perform the professional services set forth in the exhibits hereto; and

WHEREAS the terms and conditions under which Phoenix Advisors will provide such services to the Client are set forth herein;

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

General. Phoenix Advisors will perform the professional services set forth in the exhibits hereto.

Term. This Agreement shall have a term of one year. This Agreement is subject to annual renewal and may be terminated by either the Client or Phoenix Advisors upon thirty (30) days prior written notice.

General Compensation. The client agrees to the compensation schedule as set forth in the exhibits hereto. There shall be no additional charge for out-of-pocket expenses incurred by Phoenix Advisors unless specifically agreed. Should any modification of fees become appropriate, the client shall receive written notification. In the event of termination of the agreement, Phoenix Advisors reserves the right to receive payment of its fee, calculated on a pro rata basis, for all services rendered under this Agreement up to and including the date of termination.

Professional Qualifications for Municipal Advisor Services. Under SEC and MSRB regulations, municipal advisor professionals owe a fiduciary duty to the Client. Any person that provides advice to municipal entities concerning the issuance of municipal securities must be registered with the SEC and the MSRB. Any Phoenix Advisors professional providing municipal advisory advice to our clients must hold a Series 50 Municipal Advisor Representative license. Phoenix Advisors professionals who supervise the provision of municipal advisory advice must hold a



Series 54 Municipal Advisor Principal license. All Phoenix Advisors municipal advisor professionals hold the appropriate licenses. All licensees are subject to continuing education protocols.

Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority concerning any decision of the Client or any official of the Client beyond the rendition of information or advice. Phoenix Advisors does not provide legal or accounting advice. None of the services contemplated in this Agreement shall be construed as legal advice or a substitute for legal services. The Client hereby acknowledges its responsibilities concerning federal securities laws and represents its intention to comply in all respects with federal securities laws. Phoenix Advisors and the Client agree, at their own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. Phoenix Advisors and the Client will obtain and maintain in force, at its own expense, all licenses, permits, and approvals required for its performance under this Agreement and will obtain all required authorizations and approvals prior to commencement of the services.

Disclosure of Conflicts of Interest. The MSRB requires Phoenix Advisors to provide written disclosure to the Client about material conflicts of interest. Disclosures required by the MSRB are set forth in the exhibits hereto.

Limitation of Liability. Under federal regulations, Phoenix Advisors has a fiduciary duty to our clients. We utilize extensive market data when providing advice regarding a financing, and we will bring our experience and available resources to bear to achieve a successful closing of your transaction. After closing, market movement, or other changing circumstances in the marketplace over which Phoenix Advisors has no control, may occur. While neither positive nor negative market movement can be guaranteed, Phoenix Advisors shall not be held responsible for any market realities that may negatively affect your financing. By understanding and accepting these limitations, the Client is *not* waiving any of its legal rights under applicable securities laws, nor any other laws the Client may be legally prevented from waiving.

Entire Agreement. The Agreement and all exhibits thereto constitute the entire agreement of the parties hereto and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter, and this Agreement, including all exhibits thereto, prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement, including all exhibits thereto, unless such additional terms are consented to by both parties in writing.

Severability and Survival. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect. The covenants set forth above shall survive and shall continue to be binding notwithstanding the termination of this Agreement for any reason whatsoever.

Applicable Law. This Agreement shall be governed by the laws of the State of New Jersey.



IN WITNESS WHEREOF, The Client and Phoenix Advisors have caused this Agreement to be duly executed by their authorized representatives, as of the effective date noted above.

VERNON TOWNSHIP

By: _____
Authorized Signatory

PHOENIX ADVISORS, LLC

By:  _____
David B. Thompson, Chief Executive Officer



EXHIBIT I - SCOPE OF SERVICES

CONTINUING DISCLOSURE

Phoenix Advisors has offered comprehensive continuing disclosure services since 2014. Beginning in 2023, this vital post-issuance service extends to include **Debt Caddie**, our debt service payment reminder platform. Under SEC Rule 15c2-12 (the “Rule”), issuers of municipal debt must regularly make secondary market disclosure of financial information and other disclosable events, as described in the continuing disclosure undertakings in the Official Statements that accompany their debt issues. With the cooperation of the client, Phoenix Advisors compiles the required information, files it in a timely fashion and provides confirmation of the filing for client records to demonstrate compliance with the Rule.

- **Codify Issues That Are Subject to Continuing Disclosure**
 - Obtain and examine the Client’s Official Statements relating to its outstanding bond issues to research the requirements found in the prior undertakings.
 - Review the Client’s financial statements for information concerning debt and lease obligations and other relevant obligations.
 - Discuss with the Client its filing and/or reporting obligations.

- **Disclosure Obligation & Debt Service Schedule Setup**
 - Capture critical data concerning continuing disclosure requirements and filings, along with principal and interest debt service payments for our proprietary database.
 - Apply database functions to each outstanding financial obligation with filing requirements.
 - Provide initial report to the Client to review and confirm for accuracy.
 - On an ongoing basis, enter into our database new financial obligations of which the Client has made us aware.

- **Monitor, React and Meet Filing Deadlines**
 - Actively monitor the Client’s unique deadlines to ensure timely filing of required documents.
 - When possible, gather required documents from public sources, e.g., state and local websites.
 - Provide database-generated messages to give the Client sufficient advance notice of approaching filing deadlines.
 - Contact the Client by phone or email to pursue missing documents.

- **File Financial and Operating Data**
 - File Operating Data in addition to filing Audited Financial information.
 - Work with the Client to assure that Operating Data reports, as filed, meet the requirements of the Client’s prior undertakings.
 - If necessary, prepare the required Operating Data document to be filed in accordance with the Client’s prior undertakings.



- **Confirm Filings to Client Promptly**
 - Forward to the client MSRB submission confirmations for disclosure filings made on EMMA.
 - Record and maintain EMMA filings in our proprietary database.

- **File Documents Uniformly, Accurately and Promptly**
 - Use consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology.
 - Associate filings with appropriate CUSIP numbers on EMMA.
 - File documents on EMMA within forty-eight (48) hours of receipt.
 - In concert with the Client, identify relevant documents not required to be filed under the Client's prior undertakings and file them as voluntary submissions on EMMA. These may include budgets, debt statements, unaudited financial statements and bank loans.

- **Disclosure Events and Timely Filing of Notices**
 - Proactively monitor rating agency news and web sites for rating changes that affect the Client and file appropriate disclosure event notices on EMMA.
 - Proactively monitor rating changes affecting bond insurers or credit enhancement programs, e.g., state school bond enhancement programs, to determine which, if any, of the Client's bonds are affected and file appropriate disclosure event notices.
 - File event notices for the various disclosure events identified by the Rule on the Client's relevant financial obligations that are impacted.

- **Provide a Comprehensive Filing Report Each Year**
 - Annually prepare a continuing disclosure summary report containing each issue for which there is a continuing disclosure obligation, each required filing made and each disclosure event notice filed on the Client's behalf during the reporting year.
 - Include in the summary report a (5) year history of the Client's filings.
 - Prior to the publication of an offering document relating to municipal securities, the Continuing Disclosure Agent, if made aware of such offering, will prepare an interim report for the Client to review for completeness and accuracy.
 - The interim report will provide the basis for certain disclosures made in the offering document. The Continuing Disclosure Agent, bond counsel and other interested parties are entitled to rely upon the interim report.



- **Debt Caddie – Debt Service Payment Reminders**

- Debt service payments must be on time, in the correct amounts, and with the correct references, in order to avoid clean up administration and reporting that can unnecessarily alarm investors.
- Three weeks (15 business days) prior to each scheduled debt-service payment date, Debt Caddie provides the Client with a detailed payment reminder with itemized principal and interest amounts due (per issue and in the aggregate, if applicable), for cross-checking against your own records and the payee's.
- The Client will receive a separate reminder for each scheduled payment date throughout the [calendar/contract/fiscal] year.
- For book-entry payments to the Depository Trust Company ("DTC"), Phoenix Advisors acts as an interface to facilitate the timely allocation and processing of funds through the complexities of DTC's rigid systems.

Client Responsibilities

- The occurrence of a disclosure event may not be apparent to the Continuing Disclosure Agent. It is ultimately the Client's responsibility to notify the Continuing Disclosure Agent of any reportable event.
- Clients are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Client to notify the Continuing Disclosure Agent when the Client is so notified by the rating agencies or other entities.
- It is the responsibility of the Client to review submission confirmations for accuracy and completeness and retain copies of submission confirmations in its files.
- The Client must review the annual continuing disclosure summary report and relay to the Continuing Disclosure Agent within ten (10) calendar days any error, discrepancy, omission or concern relating to the accuracy or completeness of the report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Client, the report is accepted by the Client as accurate and complete.
- If this process requires collaboration with any of the Client's other retained professionals, any fees of those professionals are solely the responsibility of the Client.
- It is essential that the Client notify Phoenix Advisors within ten (10) calendar days of the occurrence of any disclosure event requiring the filing of an event notice under the Rule or the Client's prior undertakings.

The disclosure events requiring such notification include:

- I. Principal and interest payment delinquencies;
- II. Non-payment related defaults, if material;
- III. Unscheduled draws on debt service reserves reflecting financial difficulties;
- IV. Unscheduled draws on credit enhancements reflecting financial difficulties;
- V. Substitution of credit or liquidity providers, or their failure to perform;
- VI. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or



- other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- VII. Modifications to rights of security holders, if material;
 - VIII. Bond calls, if material, and tender offers;
 - IX. Defeasances;
 - X. Release, substitution, or sale of property securing repayment of the securities, if material;
 - XI. Rating changes;
 - XII. Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - XIII. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - XIV. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
 - XV. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
 - XVI. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.



EXHIBIT II COMPENSATION

Phoenix Advisors has a fiduciary duty to put your interests first in all matters relating to our engagement. There is no separate fee or obligation related to the appointment of Phoenix Advisors as your Municipal Advisor and Continuing Disclosure Agent, other than the fees for Continuing Disclosure Services noted below. As your Municipal Advisor and Continuing Disclosure Agent, we remain available to answer general questions concerning outstanding debt issues, market conditions, or to prepare preliminary project analyses or review financing proposals, as requested.

I. FEES FOR CONTINUING DISCLOSURE SERVICES:

- \$1,600 base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
- \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
- \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
- \$250 for each Notice of Redemption made in connection with an outstanding term bond maturity.
- All fees are accumulated and invoiced toward the end of the relevant year.

If you request municipal advisor services for a specific engagement, such as the issuance of bonds or notes, redevelopment advisory or rating agency surveillance, as more fully described in [Exhibit IV](#), you will receive a separate engagement letter. Non-hourly compensation is **all-inclusive** – we do **not** charge for out-of-pocket expenses, fees for travel time or attendance at meetings without prior notification. Costs associated with debt issuance are customarily included in the bond ordinance authorization and would likely not be part of your current budget expenses. The details of compensation and municipal advisor services provided will be clearly delineated in the engagement letter.



EXHIBIT III - MSRB REQUIRED DISCLOSURES

Phoenix Advisors, LLC is a licensed municipal advisor duly registered with the Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”). The MSRB requires municipal advisors to provide their clients with certain disclosures relating to actual or potential material conflicts under Rule G-42.

MSRB Rule G-42 requires that all municipal advisors provide disclosures of legal or disciplinary events material to the integrity of the municipal advisor’s management or advisory personnel. There are no legal or disciplinary events concerning Phoenix Advisors, our management, or advisors filed on any Form MA or Form MA-I filed with the SEC. The MSRB’s website is www.msrb.org and the link for the Municipal Advisor Client Brochure is www.msrb.org/sites/default/files/MSRB-MA-Clients-Brochure.pdf. SEC forms MA and MA-I are available on the SEC’s EDGAR website at: www.sec.gov/edgar/searchedgar/companysearch.

Having exercised reasonable diligence, we are aware of no material conflicts of interest that would preclude us from fulfilling our fiduciary duty on any transaction for which we are engaged. Should we become aware of any material conflict, we would immediately inform the affected parties. Phoenix Advisors makes the following disclosures in connection with our engagement:

General Mitigation of Conflicts. Phoenix Advisors has a fiduciary duty to our clients, which includes a duty of loyalty in performing all municipal advisor services. Accordingly, we are always ethically bound to deal honestly and in the utmost good faith with our clients, placing your interests ahead of ours at all times. We also mitigate potential conflicts by adhering to a high standard of suitability for any service rendered to our clients. Phoenix Advisors mitigates any potential conflict described below through our adherence to this fiduciary duty.

Other Business Lines. Phoenix Advisors offers a variety of services, including but not limited to Municipal Advisor services, fiscal/budgetary consulting, redevelopment advisory, and various post-issuance compliance services such as Continuing Disclosure Agent services. These offerings could lead to the appearance of a conflict through the cross-selling of our services; however, we clearly disclose that there is no contingency requiring a client to accept multiple services.

Other Municipal Advisory Relationships. Phoenix Advisors serves a broad array of other clients, such as school districts, cities and towns, fire districts, counties, and regional authorities that may, from time to time and depending on specific circumstances, have interests that compete with yours. Phoenix Advisors owes a fiduciary duty to any and all clients for whom it performs Municipal Advisory services. No other engagements or relationships would impair our ability to fulfill our regulatory duties to any client.

Third-Party Service Providers. From time to time, third-party service providers or vendors may host informative conferences, seminars and other functions (namely the annual conferences of BAM and AGM, the two major bond insurance providers) that are attended by industry participants, including Phoenix Advisors. We typically solicit competitive quotes for third-party services with or without attending any functions sponsored by vendors.



Non-Exclusive Relationship. Phoenix Advisors may represent, perform services for, and contract with as many additional clients, persons, or companies as we, in our sole discretion, see fit, provided those services do not pose a conflict of interest with the services we perform for our clients.

Ongoing Disclosure. All municipal advisors are required to provide to each client written documentation of their municipal advisor relationship. You have received a written agreement and/or engagement letter, that includes a scope of services, compensation information and disclosure of potential conflicts of interest, if any. We review each engagement to identify, mitigate or eliminate potential conflicts of interest.

Compensation-Based Potential Conflicts. MSRB Rule G-42 requires that all municipal advisors provide this information regarding the potential for conflicts arising from certain types of pricing.

Fixed Plus Variable Fee Contingent Upon Closing. Compensation includes both a fixed fee component and variable fee component, and the payment of such fees shall be contingent upon the delivery of the issue. This form of compensation may present a potential conflict of interest because, in certain circumstances, it could result in the recommendation of less time-consuming alternatives, failure to perform a thorough analysis of alternatives or a larger than necessary par amount.

Variable Fee Contingent Upon Closing. Compensation is based on the size of the issue and the payment of such fees shall be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive to recommend a financing that is unnecessary, disadvantageous, or includes a larger than necessary par amount.

Fixed Fee Contingent Upon Closing. Compensation is a fixed amount and the payment of such fees shall be contingent upon the delivery of the issue. The amount is usually based upon, among other things, the expected duration and complexity of the transaction and the scope of services to be performed. This form of compensation may present a potential conflict of interest because the transaction could require more work than originally contemplated, which could result in the recommendation of less time-consuming alternatives or failure to perform a thorough analysis of alternatives.

Hourly. Compensation is based on the hourly fees of our personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation may present a potential conflict of interest because, absent an agreed upon maximum fee, there may not be a financial incentive to recommend alternatives that would result in fewer hours worked.

**If you have any questions about your relationship with Phoenix Advisors,
Call your Municipal Advisor professional at 866-291-8180**



Note: The following overviews are not formal Scopes of Services. For a specific engagement, a more detailed Scope of Services tailored to the actual services requested will be provided.

EXHIBIT IV - OVERVIEW OF SERVICES

DEBT ISSUANCE

At Phoenix Advisors, we believe the client deserves a complete understanding of the municipal debt issuance process. We guide you through the marketplace, addressing any questions and concerns at each juncture. There are various types of debt financing available to municipal issuers, including general obligation bonds, revenue bonds, notes, leases, bank loans, ESIPs, and NJIB loans, to name a few. Our primary objectives are to develop a strategic plan that fits your needs, to coordinate the financing process, to take an active, constructive role on your behalf in the execution of the transaction, and to provide post-issuance analysis and administration. As Municipal Advisor for an issuance of debt, we perform the following:

1. Develop a strategic plan that fits your needs.
 - Design a sound plan of finance that considers your existing financial strengths and growth patterns to ensure the success of the current and future transactions.
 - Assess the cost-benefit of available financing options, structures & concepts.
 - Recommend appropriate structure, terms, credit enhancements and timing-to-market.
 - Prepare clear and concise public presentations to State oversight boards, governing bodies, rating agencies or bond insurers.

2. Coordinate the financing process.
 - Establish a timeline identifying key events, dates, and responsibilities.
 - Manage communication and workflow transparently among the working group.
 - Contribute to preparation of the Official Statement and other required offering documents consistent with market standards and satisfactory to interested parties.
 - Develop rating agency strategy, researching and preparing a comprehensive rating presentation to obtain the best possible result. **(See Rating Agency Expertise below)**
 - Prepare specifications, solicit and evaluate bids, and recommend the most cost-effective, qualified providers of third-party services, if necessary.

3. Execute the transaction.
 - Utilize real-time market statistics and reference points to evaluate the market environment and determine suitable timing, terms, and structure.



- Coordinate public bid solicitation for competitive sales and manage the underwriter selection process for negotiated sales.
 - Conduct investor outreach to educate investors and underwriters about your offering.
 - Participate actively in the sale of your debt, provide live translation of events during competitive bid submissions, and dialogue strategically with underwriters if negotiated.
4. Administration, post-issuance analysis and reporting.
- Administer efficient closing – flow of funds, closing documents, debt service schedules.
 - Provide options for investment of bond proceeds, if necessary.
 - Produce summary report(s) and follow-up analysis.
 - Monitor outstanding debt and market conditions for refunding opportunities.
 - Assist with secondary market reporting requirements, if engaged. (**See Continuing Disclosure below**)

DEBT MANAGEMENT, BUDGET/FISCAL CONSULTING & CAPITAL PLANNING

Our professionals have extensive experience in debt management, budget/fiscal consulting, and capital planning. Services in this area will be tailored to your specific needs, which may include any of the following specialized tasks and services:

- Analyze existing and future obligations in the context of debt capacity, debt per capita, and amortization, including mitigation options such as restructuring and refinancing.
- Provide analytical services for financial planning efforts and assist with long-range capital budget, financing strategy and debt service projections.
- Review third-party solicitations with respect to debt refinancing, financial products, or RFP responses, and assess their viability.
- Review budget operations, including revenue shortfalls or expenditure overflows based on changes in the tax levy, other revenues, state aid, debt service and other expenditures, and quantify impacts on the taxpayers, ratepayers, and other stakeholders.
- Develop a customized debt management and/or fund balance policy.
- Provide quantitative analysis relating to the defeasance of outstanding debt and/or tax impact analysis relating to the proposed issuance of new debt.
- Assistance with the investment of bond proceeds and reserve funds.
- Serving as “bidding agent” to obtain a portfolio of open market U.S. Treasury securities at a cost-effective price.

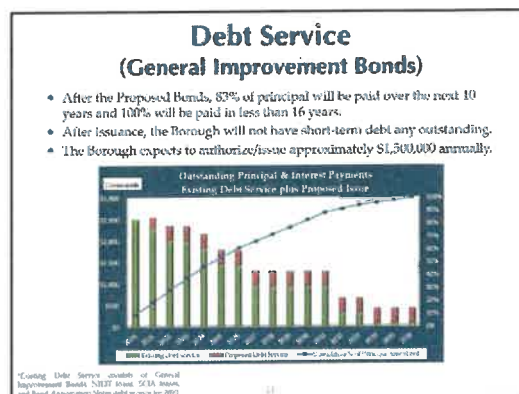


RATING AGENCY EXPERTISE

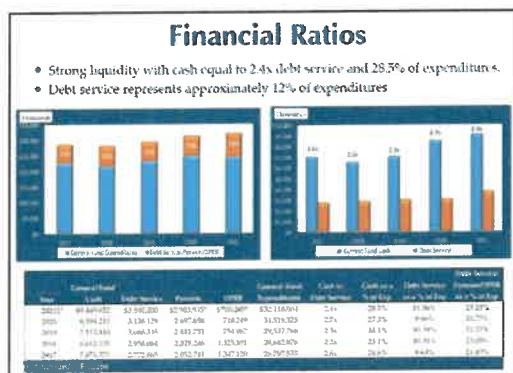
A proactive, strategic approach to interaction with rating agencies is essential to achieving a successful outcome since a strong underlying credit rating is critical to achieving the best possible financing. With this goal, Phoenix Advisors takes the lead in the rating process by recommending the appropriate rating agency (or agencies) and helps you interact with them more effectively.

Each agency uses its own proprietary evaluation methodology, which our professionals have studied and are intimately familiar with. A municipal credit rating is generally comprised of four parts:

- i. economic data and taxpayer / ratepayer base
- ii. financial performance, liquidity, and reserves
- iii. debt and liabilities
- iv. management and policies



We prepare a comprehensive presentation tailored to your unique characteristics and circumstances, emphasizing the areas on which the rating agencies are expected to focus during their review. We understand the economic, demographic and financial ratios that impact your credit rating and will help you put your best foot forward by highlighting your strengths. From local wealth/income metrics to fund balance ratios, our presentation will serve as a guide for the discussion to ensure we touch upon all the key areas.



Our professionals take the lead in discussions but give you ample opportunity to elaborate on each topic. We request a list of questions from the credit analyst in advance to avoid surprises. In addition to emphasizing your strengths, it is important to address proactively what could be perceived as limitations, giving you the ability to structure the discussion. We will work with you and the credit analyst to provide any information requiring follow-up after the presentation.

A stronger credit rating attracts broader appeal in the capital markets, which leads to more cost-effective financings. Whether for a new issue or a periodic surveillance review, Phoenix Advisors helps you to interact with the rating agencies more effectively.



CONTINUING DISCLOSURE

SEC Rule 15c2-12 (the “Rule”) requires underwriters to verify that issuers are complying with their existing Continuing Disclosure Agreements (“CDA”s) and will continue to comply going forward. Our service enables you to present to investors a clear, concise record of your commitment to compliance with continuing disclosure obligations. As Continuing Disclosure Agent, we perform the following:

- Research CDAs for existing obligations and 5-year retrospective filing status on EMMA.
 - Execute necessary remedial filings to establish compliance.
 - Setup obligations in our proprietary tracking database for future adherence.
- File annual financial information and operating data accurately and promptly.
- File Event Notices accurately and promptly within the 10-business day deadline.
 - Monitor sale calendars, ratings news, and public sources for reportable events.
 - Propose voluntary filings where not required but proactive for investors.
- Provide a comprehensive report of filings made at each year-end, including a 5-year summary of compliance to inform future primary disclosures in Official Statements.
- Monitor the evolving regulatory environment, including collaboration with the bond counsel community regarding interpretations and materiality.

REDEVELOPMENT ADVISORY

Phoenix Advisors provides expert financial advice at each stage of a Redevelopment project from conception through completion to administration. Projects typically involve public-private partnerships that employ various tax abatement strategies to encourage investment, such as payments in lieu of tax (PILOTs). As Redevelopment Advisor, we perform the following:

- Review developer proposals to confirm assumptions (rents, expenses, construction costs, financing terms) are consistent with market conditions.
- Model cash flows independently to assess feasibility and the need for tax abatement.
- Compare proposed PILOT revenue projections to current and traditional taxes.
- Estimate the impact on municipal and school costs.
- Negotiate PILOT terms with the developer and review the Financial Agreement.
- Prepare presentations to the administration, governing body, and the public, as required.
- Assist with the implementation of the PILOT, including:
 - Monitor the developer’s compliance with the terms of the Financial Agreement.
 - Calculate and invoice PILOT payments based on actual, audited financials.



ENERGY SAVINGS IMPROVEMENT PROGRAMS

Phoenix Advisors has been the leader in providing municipal advisory services on ESIP financings. Since the new ESIP law was enacted in 2009, Phoenix Advisors and its professionals have served as municipal advisor on more ESIP financings than any other New Jersey municipal advisory firm.

- Provide advice regarding renewable energy and energy efficient projects through either a lease purchase or bond financing through the Energy Savings Improvement Program.
- Evaluate competitive bids for Energy Savings Company (“ESCO”) services and/or professional engineering/energy approach towards execution of ESIP.
- Provide input as to the value of ESCO guarantees and their costs.
- Advise as to costs/benefits of lease purchase financing versus refunding bond financing (competitive, negotiated, private placement methods) given existing legal constraints, market conditions and credit factors.
- Review and analyze the proposed project, projected energy savings, optimal repayment schedule and project timing, and advise in final structuring decisions to ensure annual debt service levels meet preferred debt service coverage ratios and do not exceed projected energy savings and incentives.
- Assist with the procurement of financing by soliciting proposals from lessors or investment banking firms, and the preparation or review of the various financing documents prepared in connection with the ESIP.
- Coordinate the application to the Local Finance Board and meet with the Division of Local Government Services and Board of Public Utilities staff, as needed.

ASSET/UTILITY VALUATION AND SALE/LEASE

Phoenix Advisors provides essential financial advice to our clients when evaluating the potential sale or lease of municipal assets and utilities. The decision-making process regarding a potential sale or lease of any asset involves a number of considerations, both financial and otherwise. Our expert guidance ranges from initial financial analysis and asset valuation to public-private partnership coordination and implementation.

- Evaluate the financial condition and future viability of municipal assets, including analyzing various structures, alternatives and pro forma financial operations, assumptions and value.
- Review proposals for the sale/lease of municipal assets, with specific attention to financial impact, operations, costs, employees, etc. Assist in the public Request for Bids (RFB) process, as necessary.
- Analyze the financial impact of the transaction on the client, its taxpayers and/or ratepayers and other stakeholders. Evaluate the potential uses of projected new revenue.



- Analyze, propose, and negotiate additional financial and/or community benefits, as requested, to cater to the unique needs of the client.
- Conduct and/or support negotiations with the private party regarding payment calculations, escalation, timing of payments, terms and other incentives. Thoroughly analyze pertinent financial aspects of financial agreements, comment and propose changes, as necessary.
- Make presentations to the governing body and administration and assist in the approval process for various local/State oversight boards, as necessary.

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The Honorable Mayor and Members of the Township Council
Township of Vernon
21 Church Street
Vernon, NJ 07462

The following represents our understanding of the services we will provide the Township of Vernon.

You have requested that we audit the financial statements – *regulatory basis* - of the various funds of the Township of Vernon (the “Township”) as of and for the years ended December 31, 2024 and 2023 and the related notes as listed in the table of contents as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

In addition, we will audit the Township’s compliance over major federal and state award programs for the year ended December 31, 2024 if a federal and/or state single audit is required to be performed. The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), audit requirements prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey and the standards applicable to financial audits contained in *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit, if a federal and/or state single audit is required, is to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the Township complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Supplementary information other than Required Supplementary Information will accompany the Township’s various fund financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the various fund financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the various fund financial statements or to the various fund financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the various fund financial statements as a whole:

Supplementary Data Schedules

Schedules of Expenditures of Federal and State Awards

We will subject the schedules of expenditures of federal and state awards to the auditing procedures applied in our audit of the various fund financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial

statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedules of expenditures of federal and state awards is presented fairly in all material respects in relation to the various fund financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility if a federal single audit is required to be performed. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Auditor Responsibilities

We will conduct our audit in accordance with GAAS, audit requirements prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and the standards applicable to financial audits contained in *Government Auditing Standards*. As part of an audit in accordance with GAAS, audit requirements prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey and the standards applicable to financial audits contained in *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Township's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Township's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of

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the United States of America and, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Township's *regulatory basis* financial statements. Our report will be addressed to the Honorable Mayor and Members of the Township Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance (if a federal and/or state single audit is required to be performed)

Our audit of the Township's major federal and state award program(s) compliance (if a federal and/or state single audit is required) will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and New Jersey's OMB Circular 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* (NJOMB 15-08), and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and New Jersey's OMB Circular 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* and other procedures we consider necessary to enable us to express such an opinion on major federal and/or state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and NJOMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and/or state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the Township's compliance based on the audit.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance and New Jersey's OMB Circular 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Township's compliance with the requirements of the federal and/or state programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism

throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* and *New Jersey State Aid/Grant Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Township's major programs, and performing such other procedures as we consider necessary in the circumstances (if a federal and/or state single audit is required). The purpose of those procedures will be to express an opinion on the Township's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and NJOMB 15-08.

Also, as required by the Uniform Guidance and NJOMB 15-08, we will obtain an understanding of the Township's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Township's major federal and state award programs if a federal and/or state single audit is required. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance (if a federal and/or state single audit is required) that will include an opinion or disclaimer of opinion regarding the Township's major federal and/or state award programs as applicable, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting practices prescribed or permitted by the DLGS;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and state programs under which they were received;
- d. For maintaining records that adequately identify the source and application of funds for state and federally funded activities;
- e. For reviewing the schedules of expenditures of federal and state awards prepared by us (including notes and noncash assistance received) to ensure they are in accordance with the Uniform Guidance;
- f. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the Township is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
- g. For identifying and ensuring that the Township complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal and state award programs;
- h. For disclosing accurately, currently, and completely the financial results of each federal and state award in accordance with the requirements of the award;

- i. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- j. For taking prompt action when instances of noncompliance are identified;
- k. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- l. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- m. For submitting the reporting package and data collection form, if applicable, to the appropriate parties;
- n. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- o. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the Township from whom we determine it necessary to obtain audit evidence;
 - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report
- p. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- q. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- r. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- s. For informing us of any known or suspected fraud affecting the Township involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- t. For the accuracy and completeness of all information provided;
- u. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- v. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedules of expenditures of federal and state awards referred to above, you acknowledge and understand your responsibility (a) for the review of the schedules of expenditures of federal and state awards prepared by us in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedules of expenditures of federal and state awards, (c) to include our report on the schedules of expenditures of federal and state awards in any document that contains the schedules of expenditures of federal and state awards and that indicates that we have reported on such schedules, and (d) to present the schedules of expenditures of federal and state awards with the audited financial statements, or if the schedules will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedules of expenditures of federal and state awards no later than the date of issuance by you of the schedules and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the

The Honorable Mayor and Members of
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supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform which are as follows: assistance in preparing the regulatory basis financial statements, the supplementary data schedules, the schedules of expenditures of federal and state awards, and related notes of the Township in accordance with accounting practices prescribed or permitted by the Division and the Uniform Guidance based on information provided by you.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

We will not assume management responsibilities on behalf of the Township. However, we will provide advice and recommendations to assist management of the Township in performing its responsibilities.

The Township's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with *Government Auditing Standards*
- We will perform the services in accordance with applicable professional standards

The nonattest services are limited to the assist in preparing the regulatory basis financial statements, the supplementary data schedules, the schedules of expenditures of federal and state awards, and related notes of the Township in accordance with accounting practices prescribed or permitted by the Division and the Uniform Guidance based on information provided by you as previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the Township's *regulatory basis* various fund financial statements. Our report will be addressed to the Honorable Mayor and Members of the Township Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the *regulatory basis* various fund financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

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In accordance with the requirements of *Government Auditing Standards*, we also will issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing upon completion of our audit. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited regulatory basis financial statements, including regulatory basis financial statements published electronically on your website and on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

MSRB Municipal Advisor Rule:

On September 18, 2013, the Securities and Exchange Commission (the "SEC") adopted a rule requiring that "municipal advisors" register with the Securities and Exchange Commission. A "municipal advisor" is someone that "provides advice to or on behalf of a municipal Township with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues[.]" Nisivoccia LLP is not a registered Municipal Advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities. Accordingly, pursuant to the new Municipal Advisor rule and absent the available exception to the rule discussed below, Nisivoccia LLP cannot provide the Township with advice or recommendations regarding the issuance of municipal securities.

Under the Municipal Advisor rule, the Township may continue to receive advice from its auditor, bond counsel and other professionals, provided both the Township and the professional satisfy the "Issuer Has Hired an Independent Municipal Advisor Exemption". First, as municipal issuer, the Township needs to have (i) engaged an independent registered municipal advisor and (ii) made such engagement known in writing to the person seeking to rely on the exemption and/or post this declaration on the Township's web site. Second, the person relying on this exemption, such as us, your bond counsel and others, must:

1. obtain a written representation from the Township that it is represented by, and will rely on the advice of, an independent registered municipal advisor. The written representation from the Township may be a declaration posted on the Township's web site as long as the posting states that the representation is intended to establish the independent municipal advisor exemption pursuant to the Municipal Advisor rule.
2. provide written disclosure to the Township and its independent registered municipal advisor that, by obtaining such representation from the Township, the firm is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities; and

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3. provide the written disclosure described above at a time and in a manner reasonably designed to allow the Township to assess the material incentives and conflicts of interest that such person may have in connection with the municipal advisory activities.

If the Township has engaged the services of a registered Municipal Advisor, we encourage you to notify us in accordance with paragraph 1 above. We have already provided to you in this letter the disclosure contained in paragraph 2 above, which we trust is being provided to you in the time and manner set forth in paragraph 3 above. If the Township has not engaged the services of a registered Municipal Advisor, or has, but has not satisfied the requirements of the "Issuer Has Hired an Independent Municipal Advisor Exemption", then any services performed by us in connection with the issuance of municipal securities shall be performed pursuant to the Statements on Standards for Attestation Engagements and related Attestation Interpretations as issued by the American Institute of Certified Public Accountants, then currently in effect.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as discussed with and agreed to by management.

Man C. Lee is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Nisivoccia LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for services includes the performance of the audit, preparation of the Annual Financial Statement, review of the municipal budget document, consultation through the year regarding accounting or budget issues as well as out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) will be \$47,575. Our invoices for these services will be rendered each month as work progresses and are payable on presentation. We will notify you immediately of any circumstances we encounter that could significantly affect this fee. Whenever possible, we will attempt to use the Township's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

This fee does not include any Single Audit fees in connection with federal/state funding related to the COVID pandemic, CARES funding, American Rescue Plan funding, etc. Fees associated with the Single Audit are generally chargeable to the grant. Single audit fees will vary depending on the scope of the work.

Our fees for any other services that you may require and request would be billed at our discounted hourly rates (which vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit). Filings under FAST, Supplemental Debt Statements, debt sales, and other consulting services are in addition to our estimated fees.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

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You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Honorable Mayor and Members of the Township Council the following significant findings from the audit:

- Our view about the qualitative aspects of the Township's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Nisivoccia LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal and state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Nisivoccia's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to federal and state agencies and the U.S. Government Accountability Office. The federal and state agencies and the U.S. Government Accountability Office may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Nisivoccia LLP
NISIVOCCIA LLP

Man C Lee
Man C. Lee, Partner

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RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Township of Vernon by:

Name: _____

Title: _____

Date: _____

Nisivoccia

Firm Overview



Mount Arlington, New Jersey
Newton, New Jersey
Bridgewater, New Jersey
973.298.8500

nisivoccia.com
Independent Member
BKR International



NISIVOCCIA
ASSURANCE · TAX · ADVISORY

Background

Founded in 1970, Nisivoccia is one of the largest and most respected regional accounting firms in New Jersey, with approximately 110 total personnel including 19 active partners and 90 professional and support staff. Many of our partners and professional staff began their careers with the firm resulting in minimal employee turnover rates. They specialize in our practice areas and strive to become your trusted advisor. Proudly, we maintain a reputation of excellence when it comes to servicing our clients. The average retention rate for our clients is 25 years while some have been with the firm for over 50 years.

Since our inception, Nisivoccia has provided accounting, tax, audit, and advisory services to for-profit, not-for-profit, and governmental entity clients, domestically and internationally. We attribute our success and growth as a certified public accounting and advisory firm to our clients and their referrals. Nisivoccia is ranked in NJBIZ New Jersey's Top Accounting Firms listing as well as Inside Accounting Top 300 Firms nationally. Approximately 70% of our professional staff are licensed certified public accountants (CPA), while many have multiple certifications including registered municipal accountant (RMA), public school accountant (PSA), Series 7, Series 66, and Life and Health Insurance Licensed.

Nisivoccia is an independent member of BKR International, a leading global association of accounting and business advisory firms representing the expertise of more than 145 member firms with over 585 offices in over 80 countries around the world. As a result, we have access to member firms worldwide to support our clients and their organizations across the United States and internationally as needed. Firms selected for membership in BKR International are known in their respective market areas for quality and leadership in the profession. Our partners actively participate in BKR by attending and speaking at their global meetings as well as serving as board members.

Our Philosophy

Our overall engagement philosophy is to provide our clients with distinctive and superior, value-added service. This philosophy places great emphasis on looking beyond the accounting entries to the underlying operations and unique business situations. We believe it is important as accountants, auditors, and business advisors for us to gain insight into the various conditions that affect our client's financial position and operations. In accomplishing this, we obtain an understanding of the organization and its people, the system and procedures



that provide internal accounting controls, and the interaction between them. We take pride in conducting our work with a business consciousness and awareness that will enable us to make suggestions and recommendations to help our clients succeed.

The Nisivoccia Way

Whether employees or clients, our relationships are personal, and we treat you like family. Even as we grow, we remain committed to a culture that puts family first. Our growth comes organically, through word of mouth and client endorsement; a testament to the culture we have created. Simply put, [The Nisivoccia Way](#) permeates throughout everything we do. We have a casual, family-like atmosphere that treats our staff and our clients with the level of respect that they deserve and expect. Respect goes beyond the walls of the company and simply doing good business. We continually invest in the community that has put its faith in us for half a century. Please read more about The Nisivoccia Way and our values on [nisivoccia.com](#).

- Family Values
- Unparalleled Support
- Personal & Professional People
- Proactive Stewardship
- Community Matters

Client Industries

We have proudly earned a reputation for integrity, personal service, and dependability within the industries we serve. By focusing on a unique client industry, we can offer more comprehensive and personalized services and advice. Our clients are located throughout the United States as well as internationally. They are small, medium, and large companies from all industry segments. They also include local governmental entities such as municipalities, school districts, county governments, and colleges. Proudly, we earned the Best in Accounting Designation for Client Service from ClearlyRated® for 2021 and 2022.

- Governmental Entities
- Not-for-Profit Organizations
- Construction Contractors
- Manufacturing and Distribution
- Healthcare Providers and Facilities



- Small and Medium Sized Businesses
- Real Estate Developers and Managers

We believe active participation within our client's industries along with knowledge of accounting, audit, business, and financial tools enables us to provide the results and information needed to manage a successful organization. In understanding our client's business and financial needs, we make every effort to remain active in organizations and stay abreast of key issues and potential developments through membership and active participation. As a result, employees attend events, and meetings and serve as board members for for-profit and not-for-profit organizations. They are also active members of professional and community organizations. Lastly, clients also benefit from the following, which we feel are equally important: responsiveness, availability of partners, consistent staffing, relevant experience, and proactive advice. [Please read more about our client industries.](#)

Governmental Entities

Nisivoccia is a leader in the government industry and has successfully performed audits of governmental entities since 1970. The team includes 8 partners and over twenty professional staff. Our governmental segment comprises approximately 50% of our overall firm practice. Clients include:

- 90+ School Districts
- 80+ Municipalities
- 20 libraries
- 3 County Governments
- 2 County Colleges
- Joint insurance funds, authorities, fire districts, commissions, and social services offices

In addition to providing traditional audit services, our professionals take a proactive role in researching and informing our clients of new accounting and audit pronouncements along with providing guidance on the implementation of those pronouncements. We also conduct workshops and training seminars to assist our clients with new developments in the industry. Other consulting services include:

- Budget preparation projects
- Capital and debt management plans



- Local finance board applications
- Assistance in the preparation of annual financial statements and debt statements
- Review and evaluation of internal controls
- Technology projects
- Financial forecasting and planning services
- Payroll tax abatement services
- 457 plan reviews and evaluations

Learn more about our Government Segment on our [website](#).

Not-for-Profit Organizations

Nisivoccia services over 300 not-for-profit organizations. The not-for-profit segment of our practice has experienced significant growth, which we attribute significantly to referrals from our satisfied clients. The average retention rate of our not-for-profit clients is fifteen years, and we have been serving clients for over twenty-five years. Our clients include:

- Social Service Providers
- Approved Private Schools for Students with Disabilities
- Foundations
- Cultural and Arts organizations
- Member Organizations.

Specific personnel dedicated to serving our not-for-profit clients are comprised of 7 partners, 1 principal, and approximately fifteen professional staff members. The average number of years of service for our partners on the not-for-profit team is twenty, while the average length of service for our staff members is eight. The not-for-profit segment is also supported by our tax department, which specializes in IRS code regulations governing not-for-profits. [Read more about our not-for-profit services.](#)

Services Overview

Because each client has a unique situation, we offer a complete set of services that spans all business applications and industries. Our firm will identify, personalize, and deliver the right services so you can succeed.

Accounting

Our professionals utilize best practices and a hands-on approach to produce timely, accurate, and meaningful financial statements. We offer interpretations of what the numbers mean, and the impact they will have on the business. During the accounting process, we also assist in identifying potential areas of risk, consider the tax implications, and offer recommendations. We also recognize the cost and time associated with managing your own accounting department. As a result, we can offer our clients a team of bookkeepers and accountants who will provide accurate and timely financial information to help manage the daily operations.

Audit

Our audit approach is focused on efficiency and accuracy. Audit plans are customized and structured for your business whether industry-specific or organization-based. During the audit process, we partner with you to identify potential areas of risk and offer meaningful resolutions. We will meet with management and board members to review financial reports, compliance requirements, and internal controls as well as provide suggestions to improve the organization's overall performance. We encourage and are also available for routine consultation throughout the year. Our expertise includes conducting the following types of audits:

- Agreed-upon procedures
- Financial statement audits, compilations, and reviews
- State and Federal Single or Yellow Book
- Internal control reviews
- Service Organization Control Reports

Estate, Trust and International Tax

Nisivoccia has an extensive tax department with experience in tax and advisory services and specializes in tax planning, multi-country, multi-state, and multi-entity tax issues as well as United States Federal and state tax audits. No matter the industry or client, our tax professionals recognize the importance of timely tax planning and, to that end, spend considerable time in tax research and strategy to create the most favorable tax environment for our clients. Due to the breadth of our client base, the tax group has dedicated personnel who focus on our practice areas as needed. In addition to traditional tax services, we can also provide business and personal income tax planning, preparation of business, trust, estate, and individual income tax returns, and IRS representation.



Forensic Accounting

Fraud, in its many different forms, must be considered when reviewing the operations of any entity. Our professional staff has experience helping our clients detect fraud within their organization as well as providing expert testimony for various law enforcement and investigative officials.

- Asset tracing and recovery
- Damage calculations, discovery, and critiques
- Dispute resolution services
- Economic loss claims
- Fraud and financial investigations
- Misappropriation of funds or assets
- Preventative planning

Outsourced Accounting Services

We recognize the cost and time associated with managing your own accounting department. Our team of bookkeepers and accountants will provide accurate and timely financial information to help manage the daily operations, so you can focus on the future.

- Bookkeeping
- Accounting
- CFO and Advisory

Advisory Services

Our advisory services help our clients solve problems, manage risk and identify opportunities for potential growth. An experienced team of advisors will work with you to analyze and improve the operations and financial position of your business while achieving the desired levels of control. Our services include budgeting, cash forecasting, implementation of internal accounting controls, and business plan preparation. These services better enable management to monitor their operations and achieve desired levels of control over their activities.



Information Technology

Along with managing your operations comes the task of ensuring that your technology is positioned to minimize risk, create efficiencies for your staff, and keep you on the leading edge. As your information technology partner, we can provide you with the following services to ensure you optimize your business network.

- Cybersecurity consulting
- Disaster recovery planning
- Information systems consulting and planning
- Workstation and network-managed services
- System design, implementation, and support

[Learn more about our Technology services.](#)

What our clients say about us.

“Always available and responds to questions/issues in a timely manner. His knowledge of the changing accounting/tax fields.” New Jersey State Private School Client

“They always provide top-notch service in every way each and every day!” New Jersey State Private School Client

“Reliability, better than expected handling of remote audit. We were pleased with the prompt completion of audit activities under challenging circumstances.” Audit Client

“We have always found Nisivoccia & Co. to be professional, and yet still friendly and willing to work with any situation.” Tax Client

“This Professional, Friendly service has earned my Respect, Admiration and Loyalty. Thank You Nisivoccia for All you do.” Tax Client

“The audit team is always prepared to answer questions and provide guidance. They are professional, courteous, friendly, and extremely well versed in school accounting.” Audit Client



Communications

Open lines of communication throughout the year are a critical part of the accounting process. We feel strongly about encouraging our clients to communicate with us early in the decision process. By being involved at the beginning of management's proposed plans, the opportunity for unexpected outcomes is minimized.

We take a proactive approach when it comes to educating our clients. Our website provides useful articles and tax tips. Our seminars include estate, tax, and financial planning issues impacting our clients as well as topics critical to our school board administrators and municipal certified financial officer clients. Both clients and their friends are welcome to attend our seminars. Nisivoccia is also on the following social networks: LinkedIn, Twitter, and Facebook.

Nisivoccia Gives Back

In addition to obtaining the knowledge necessary to help serve our clients, Nisivoccia prides itself on giving back to the local communities we live in and serve. A culture that has been ingrained in all our professional staff by our founding partner, Raymond Nisivoccia, over the past fifty years. Several awards and honors recently received by our organization include:

- 2022 Sussex County Economic Development Partnership and Sussex County Chamber of Commerce Workforce and Development Award
- 2021- 2022 ClearlyRated Best of Accounting for Client Service and Satisfaction
- 2020 SCARC Foundation Leadership Honoree to Raymond Nisivoccia
- NJBIZ Top 25 Accounting Firm
- 2020 Morris County Chamber William Huber Award to Raymond Nisivoccia in recognition of his dedication to volunteer leadership in the community
- 2019 Ovation Award in the Women to Watch Category from the New Jersey Society of CPAs (NJCPA) awarded to Deirdre Hartmann, CPA, Partner
- 2018 ICON Honors Award to Raymond Nisivoccia for his leadership and community service.
- NJBIZ Best Places to Work for small and medium-sized companies.
- Sussex County Economic Development Partnership, Inc. Longevity Award.



- New Jersey Monthly 2016 and 2017 Great Oak Award for our contributions to charities and social causes.
- New Jersey Business & Industry Association 2017 Awards for Excellence for the Community Service category.
- The 2016 SCARC Foundation Leadership Award for our philanthropic activities and dedication to the local communities.

[Please visit our Social Responsibility page on our website.](#)

Quality Control

At Nisivoccia, we take pride in the reputation we have achieved for high-quality standards. Quality is a product of our culture, and we maintain a level of professionalism to which we have long been dedicated and which continues to permeate throughout our firm. We can identify the following unique characteristics of our practice:

- Multiple partners specializing in the local government industry
- Multiple levels of quality control review throughout the firm
- A commitment to continuing education for our staff and our clients
- Staff retention which allows for expertise at all levels

Each of our audits are subject to quality control by a partner specializing in your industry, who is independent of the engagement team. As required by professional standards, members of the firm adhere to continuing education guidelines to assure compliance with current accounting standards.

We subscribe to a high level of Peer Review, an audit of our quality control system. In our last six reviews, we received a rating of pass on our internal quality control procedures, which is the highest level a firm can receive.





ASSOCIATED APPRAISAL GROUP

REAL ESTATE APPRAISAL SERVICES

6 COMMERCE DRIVE
SUITE 303
CRANFORD, NEW JERSEY 07016

(908) 967-6137 - Telephone
(908) 967-6376 - Facsimile

December 20, 2023

KRISTEN UMANSKY, CTA

Tax Assessor
Township of Vernon
21 Church Street
Vernon, New Jersey 07462

Re: Proposal for State Tax Court Appraisal Services

Dear Ms. Umansky:

In accordance with your request, I am submitting this proposal to provide the Township of Vernon with appraisal services relating to State Tax Court appraisal services. Appraisal reports will be prepared in conformity with the Uniform Standards of Professional Appraisal Practice. All three approaches to value will be considered and none will be excluded without a detailed discussion. Our fees for providing these services are based on the hourly rates as follows:

Consulting Services & Preliminary Analysis	\$125.00 / hour
Testimony, Meetings, Conferences, Depositions, etc.	\$125.00 / hour

PREPARATION OF APPRAISAL REPORTS (STATE TAX COURT):

Class 2 Properties	\$850 - \$2,500
Class 4A, 4B & 4C Properties	\$3,000 - \$10,000
Class 1 & Special Purpose Properties	Fees to be determined on a case-by-case basis

Our fees shall not exceed \$10,000 for the 2024 calendar year. Thank you for the opportunity to submit this proposal.

Respectfully submitted,

ASSOCIATED APPRAISAL GROUP



DARREN RAYMOND, MAI, SCGRE
State Certified General Real Estate Appraiser

THIS AGREEMENT made and entered into this ____ day of _____, 202__

BETWEEN

TOWNSHIP OF VERNON

a municipal corporation of the State of New Jersey, with offices located at the Municipal Building, 21 Church Street, Vernon, NJ 07462, party of the first part, and hereinafter designated as the "TOWNSHIP", and:

ASSOCIATED APPRAISAL GROUP, INC.

17-17 Route 208 North, Suite 210

Fair Lawn, New Jersey 07410

WHEREAS, the TOWNSHIP duly advertised for quotes for furnishing the following:

Resolution # _____

Appraisal Services

WHEREAS, the Mayor and TOWNSHIP Council have accepted the bid of the contractor and authorized the execution of this Agreement as cited below.

NOW THEREFORE THE CONTRACTOR AND THE TOWNSHIP, in consideration of the mutual covenants herein, DO HEREBY AGREE AND CONTRACT as follows:

1. The Contractor shall and will provide all materials and perform all work required to complete all work in accordance with the Specifications and Contract Documents cited above to provide the following:

Description as per proposal **Resolution # _____**

The above documents, supplements and addenda are incorporated by reference and made a part of this contract. All documents are intended to supplement each other and together constitute a complete set of Specifications.

2. The Contractor declares and agrees that he will be responsible for the full performance and completion of all work to be done under this contract and by the execution hereof admits that he has carefully informed himself respect all conditions at the site and pertaining to the work to be done. All work shall be done in a workmanlike manner and in accordance with all applicable laws and regulations.
3. The TOWNSHIP will pay by Voucher and the Contractor will accept in full payment and consideration for performance of the Contractor's obligations hereunder:

Total Price – as per proposal dated: December 20, 2023

4. All increases in labor rates and material costs that may develop during the performance of the work contemplated by this contract shall be assumed by the Contractor.
5. It is expressly understood that the parties hereof that this contract includes where applicable, the tenets, general conditions, and legal requirements as complete within Proposal dated December 20, 2023, as the source of the scope of work and measures of successful performance of the contract.
6. In addition to all other remedies and relief provided by other contract documents, including the Specifications, the Contractor shall indemnify, hold and save harmless the Owner, its agents and all representatives thereof, from and against all loss, injury, cause of action, damage and liability to person or property in whatever form and will forever defend in the name of and on behalf of the Owner every suit or cause of action, even if groundless, seeking to enforce any such loss, injury, cause of action, damages and liability to person and property by reason of, arising out of, or in connection with this contract or contract documents, or the failure or neglect or conditions, the aforesaid being in addition to any other right or remedy which the Owner may have against the contractor in law or equity or otherwise.
7. The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or conditions, unforeseen, or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, and the failure of the Owner to insist upon strict performance of any terms, covenants, agreements, provisions or conditions in this contractor in the contract documents, in any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any such terms, covenants, agreements, provisions and conditions, the same shall be the remain in full force and effect with power and authority on the part of the Owner to enforce the same or cause the same to be enforced at any time, without

prejudice to the other rights which the Owner may have against the Contractor under this contract or the contract documents.

8. This contract shall inure to the benefit of and be binding to the parties hereto, their respective heirs, executors, administrators, successors, and assigns, but it is expressly understood, covenanted, and agreed that this contract shall not be assigned, sold, subcontracted, pledged, mortgaged, or set over the Contractor to any person, firm, corporation, or association, except upon the expressed written consent of the Owner.
9. During the performance of this contract the Contractor agrees that he will fully comply with the Affirmative Action Requirements as outlined in the Specifications annexed to and incorporated in full in this contract document (P.L. 1975, c.127.).

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its Mayor, attest by its Clerk and its official seal to be hereto affixed, and the said party of the second part has hereunto set his hand and seal or caused these presents to be signed by its proper officers and its corporate seal to be hereto affixed, the day and year first above written.

ATTEST:

TOWNSHIP OF VERNON

MARCY GIANATTASIO
Township Clerk

ANTHONY ROSSI
Mayor

ATTEST:

ASSOCIATED APPRAISAL GROUP, INC.



SEQUOIA BLAIR
Administrator



DARREN N. RAYMOND
Director

November 30, 2023

RECEIVED
DEC 04 2023
Township Clerk

Marcy Gianattasio
Township Clerk
Township of Vernon
21 Church Street
Vernon, NJ 07462

RE: Professional Services Agreement – Redevelopment Counsel for 2024

Dear Ms. Gianattasio:

Thank you for offering our firm the opportunity to serve as Redevelopment Counsel for the Township of Vernon for the year 2024.

In response to the Township's request by email dated November 28, 2023, we are pleased to enclose two executed copies of our fee agreement for Redevelopment Counsel services between the Township of Vernon and McManimon, Scotland & Baumann, LLC. Please have one copy executed and returned to me for our file.

Also enclosed are the following documents:

1. Business Entity Disclosure Certification;
2. C. 271 Political Contribution Disclosure Form;
3. Statement of Ownership Disclosure;
4. Mandatory Equal Employment Opportunity Language;
5. Certificate of Employee Information Report;
6. Form W-9;
7. Business Registration Certificate;
8. Disclosure of Investment Activities in Iran Form; and
9. Certificates of Liability Insurance.

We appreciate your continued confidence in our firm and look forward to serving the Township in 2024.

If you need any further information at this time, please do not hesitate to contact me.

Very truly yours,



Matthew D. Jessup

Enclosures

A G R E E M E N T

THIS AGREEMENT (“Agreement”), made as of this ___ day of _____, 20___, by and between the TOWNSHIP OF VERNON, in the County of Sussex, a public body corporate and politic of the State of New Jersey, herein designated as the “Client” and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey 07068, hereinafter designated as “Special Counsel”:

WITNESSETH:

A. GENERAL SERVICES

1. The Client desires to engage Special Counsel for general legal services in connection with its various redevelopment projects (the “Redevelopment Projects”).

2. Services rendered to the Client shall be billed at the blended hourly rate of \$215 for attorneys and \$135 for legal assistants. In the event that Special Counsel is required to represent the Client in litigation/dispute resolution matters, the blended hourly rate shall be the same.

3. Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$375 for attorneys and \$180 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph B(3)(g).

B. SERVICES RELATING TO FINANCINGS

1. The Client is authorized by law to undertake a variety of financings in connection with its Redevelopment Projects. In addition to the services to be provided in connection with paragraph A, the Client desires to engage Special Counsel for specialized legal services in connection with the negotiation and authorization of a financial agreement with respect to payments in lieu of tax, the authorization and issuance of bonds or other obligations for the various Redevelopment Projects it determines to undertake, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., the New Jersey Economic Stimulus Act of 2009, or other applicable law.

2. Special Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

a. Special Counsel will meet with the members of the Client and its representatives and advisors, including its planning consultants, engineers, financial advisors, underwriters or others, as often as necessary for the development of the financing plan. Special Counsel will review or draft all documents necessary to effectuate the financing plan, including the ordinance or the resolution establishing the Client, if applicable, the general bond resolution, any supplemental bond resolutions or trust indentures and other operative documents. In developing the financial plan, Special Counsel will give advice with respect to tax law, securities law and state law consequences and will review the proposed use of bond proceeds in light of the Internal Revenue Code and the Regulations promulgated by the Treasury with regard to “Arbitrage Bonds” in order to ensure the Client's ability to issue tax-exempt bonds, if applicable.

b. Special Counsel will assemble a certified record of proceedings to evidence the establishment of the Client, if applicable, the appointment and the validity of its membership, the effectiveness of the general bond resolution, any supplemental resolutions, trust indentures or other operative documents, the proper authorization and the effectiveness of the subsidy agreement, if any, and the bond purchase agreement, the enforceability of any covenants undertaken by the Client for the protection of bondholders and the proper authorization and issuance of the bonds or other obligations of the Client.

c. Special Counsel will supervise the legal aspects of the sale of the bonds or other obligations, whether at competitive or negotiated sale. Special Counsel will meet with the members of the Client, the financial advisors and the underwriters and will review such documents as underwriting agreements, bond purchase agreements and similar documents relating to the sale of the bonds or other obligations. Special Counsel will review those portions of the official statement relating to the legal proceedings required to issue the bonds or other obligations and will review drafts of the official statement in order to ensure compliance with law and substantial adherence to generally accepted financial disclosure guidelines issued by the Municipal Finance Officers Association. Special Counsel services in this regard would not include a due diligence inquiry or the rendering of an opinion with respect to due diligence, which is generally provided by counsel to the underwriter. Special Counsel will attend meetings with the rating agencies as necessary to assist in obtaining a favorable credit rating for bond issues of the Client. If requested, Special Counsel will attend and participate in information meetings deemed appropriate by the financial advisor or underwriter to acquaint the municipal bond market with new issues of bonds or other obligations of the Client.

d. Special Counsel will prepare or arrange for the preparation of the bonds or other obligations for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for delivery of the bonds or other obligations to the purchaser. Special Counsel will attend the closing with the appropriate officials, at which time the bonds or other obligations will be delivered, payment will be made for the bonds or other obligations, and Special Counsel will issue a final approving legal opinion with respect to the validity of the bonds or other obligations and the various covenants undertaken by the Client for the protection of its bondholders. This opinion will be in a form acceptable to the financial community and will be printed on the bonds or other obligations.

e. Throughout the course of these services, Special Counsel will be available for meetings and conversations with the members of the Client, its planning consultants, engineers, financial advisors and underwriters and its other representatives, officials or professionals, and Special Counsel will be available to answer questions raised by members of the investment community with respect to the obligations of the Client.

3. The Client will make payment to Special Counsel for services rendered in accordance with the following schedule:

a. Services rendered in connection with the issuance of bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., the New Jersey Economic Stimulus Act of 2009, or other applicable law, will be billed (i) if issued in the manner set forth in the Local Bond Law, in accordance with the fee schedule set forth in paragraph 3(h) or (ii) in accordance with an agreed upon fee at the time of issuance if issued pursuant to a trust indenture or general bond resolution.

b. Services rendered in connection with the preparation of any disclosure documents or other similar documents will be billed at hourly rates set forth in paragraph A(2) or (3), as applicable.

c. Financing related services rendered beyond the scope of those described above will be billed at the hourly rates set forth in paragraph A(2) or (3), as applicable.

d. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds issued pursuant to paragraph 3(a)(i), an additional fee of \$5,000 will be charged. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds issued pursuant to paragraph 3(a)(ii), an additional fee of \$15,000 will be charged.

e. In the event that a letter of credit or other credit enhancement (not including a standard insurance policy), is issued in connection with either a bond or temporary financing, an additional fee of \$25,000 will be charged.

f. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, Counsel services will be billed at the hourly rates set forth in paragraph A(2) or (3), as applicable.

g. Customary disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express delivery charges, travel expenses, telecommunications, teletype, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client.

h. For services rendered in connection with bonds issued pursuant to paragraph 3(a)(i), a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

i. For services rendered in connection with each temporary financing, a fee equal to the greater of (i) the aggregate hourly rates reflected in paragraph A(2) or (3), as applicable, with a minimum fee of \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 or (ii) \$10,000. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

j. Complex financings in connection with redevelopment projects, including securitizations of payments-in-lieu of taxes, may include an additional fixed fee component to be determined at the time of issuance of such bond issue.

C. GENERAL PROVISIONS

1. Upon execution of this Agreement, the Client will be Special Counsel's client and an attorney-client relationship will exist between Client and Special Counsel. Special Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their

interests in the transactions contemplated hereby. Special Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Special Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Special Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Special Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Special Counsel. For various reasons, including the minimization of unnecessary storage expenses, Special Counsel reserves the right to dispose of any documents or other materials retained by Special Counsel after the termination of this Agreement.

3. Special Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Special Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

4. Special Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (42 USC S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. The primary contact attorney for services performed pursuant to this Agreement shall be Matthew D. Jessup.

6. Special Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

7. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to McManimon, Scotland & Baumann, LLC based on the merits and abilities of McManimon, Scotland & Baumann, LLC to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that McManimon, Scotland & Baumann, LLC, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2021, c. 30, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any candidate committee of any person serving in an elective public office of that municipality/county when the contract is awarded.

IN WITNESS WHEREOF, the TOWNSHIP OF VERNON has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Special Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

TOWNSHIP OF VERNON

ATTEST:

By: _____

McMANIMON, SCOTLAND & BAUMANN, LLC

By:  _____
Matthew D. Jessup



A NEW YORK LIMITED LIABILITY PARTNERSHIP

PHONE: 973-642-8584
FAX: 973-642-6773

DIRECT DIAL: (973) 642-1307
E-MAIL: RBEINFELD@HAWKINS.COM

ONE GATEWAY CENTER, 24TH FLOOR
NEWARK, NJ 07102
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NEW YORK
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C. STEVEN DONOVAN
ROBERT H. BEINFELD
ERIC J. SAPIR
CHARLES G. TOTO
KRISTINE L. FLYNN
DAVID S. HANDLER
MICHELLE A. LOUCOPOLOS
MEGAN I. SARTOR
NILES B. MURPHY
PARTHESH M. KARNA
RYANN MCANDREWS

November 29, 2023

The Township of Vernon,
in the County of Sussex, New Jersey

Ms. Marcy Gianattasio
Township Clerk
Municipal Building
21 Church Street
Vernon, New Jersey 07462

Dear Marcy:

We are very appreciative of Irene Mills' e-mail of November 28, 2023 inviting us to submit a proposal for bond counsel services for next year. As requested, set forth below is our proposed fee schedule. **Please note that the proposed fee schedule for 2024 contains no increases from our 2023 fee schedule and is identical to the fee schedule that has been in effect for over ten years.**

In addition, I am attaching a proposed form of Professional Services Agreement that contains certain State recommended statutory references and the Mandatory Equal Employment Opportunity Language, the Business Entity Disclosure Certification, the Chapter 271 Political Contribution Disclosure Form and the Statement of Ownership Disclosure. In separate attachments are a copy of our New Jersey Business Registration Certificate and a copy of our Certificate of Employee Information Report from the State Treasurer.

For work done and responsibilities assumed in connection with municipal bond issues, we would charge a base fee of \$3,500 plus \$1.00 per \$1,000 of bonds and some additional charges for multi-ordinance bond issues (\$150 per ordinance), plus the usual minimal disbursements. For the preparation, review or revision of a draft bond ordinance, we would charge \$500 with some additional charges for multi-purpose ordinances (\$250 per purpose), Local Finance Board involvement and other unique issues. For work done and responsibilities assumed in connection with bond anticipation note issues, we would charge a base fee of \$1,000 plus 50¢ per \$1,000 of notes (with a \$1,000 minimum or, in the case of a note issue under \$200,000, a \$500 minimum) and some additional charges for multi-ordinance note issues (\$150 per ordinance), plus the usual minimal disbursements. Additionally, it is necessary for the

Township to distribute an official statement in connection with the issuance of its bonds and possibly notes. We use an hourly charge basis in determining the fee for such services (with a \$2,000 minimum) and our paralegal, associate and partner rates range from \$95 to \$250 per hour. In addition, we would charge on an hourly basis for research and work on federal tax and securities law matters, review or preparation of financing documents for special financings, Local Finance Board work, attendance at meetings, litigation and other unique work. Hourly charges on a typical bond or note issue are usually minimal. There would be an additional fixed charge of \$10,000 for refundings and a fixed charge of \$25,000 for pooled loan financings such as the New Jersey Infrastructure Bank. If there were to be unforeseen work in connection with any such financing, our fee for such unanticipated work would be based on the above hourly rates.

It has been a pleasure for all of us here to work with you, the Township and its officials and professionals over the course of many years and I look forward to the opportunity of doing so again next year. Please do not hesitate to contact me if I can do or provide anything further at this time or if either you or others have any questions with regard to the above or the attachments.

With best wishes for healthy and happy holidays, I am

Very truly yours,



Robert H. Beinfield

RHB:sp

Attachments

cc w/atts: Ms. Irene Mills

Ms. Donelle Bright

E-mail only

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") made and entered into this _____ day of _____, 2024, by and between the Township of Vernon, in the County of Sussex, New Jersey (the "Township"), and Hawkins Delafield & Wood LLP, having offices at One Gateway Center, Newark, New Jersey ("Hawkins"),

WITNESSETH:

WHEREAS, the Township requires the services of a recognized bond counsel firm to, among other things: approve the legality of its bonds and notes (the "Obligations"); assist the Township and the Township's local attorney in every phase of the authorization proceedings for the Obligations; oversee the actual issuance of the Obligations; arrange for the advertising and holding of public sales of the Obligations; attend to the preparation of the Obligations and the delivery and payment for the Obligations at the closing thereof; aid in the timely and efficient consummation of the sale of the Obligations and the preliminary and related proceedings; issue an approving legal opinion that accompanies the Obligations; prepare a notice of sale for the Obligations; assist in matters relating to the receipt of electronic bids for the Obligations; prepare or assist in the preparation of a preliminary official statement and a final official statement relating to the Obligations; prepare or assist in the preparation of any necessary Local Finance Board applications; advise with respect to the federal securities laws relating to initial and secondary market disclosure applicable to the issuance of the Obligations; advise with respect to the federal tax laws applicable to the issuance of Obligations; prepare bond ordinances, capital improvement ordinances, bond resolutions, bond anticipation note resolutions and other related ordinances and resolutions; prepare an arbitrage and use of proceeds certificate and a continuing disclosure undertaking relating to the Obligations; and provide advice from time to time with respect to the foregoing and related matters;

NOW, THEREFORE, the Township and Hawkins hereby agree as follows:

1. Client. The client of Hawkins in this matter will be the Township. Hawkins will be engaged hereunder to render legal advice to the Township as its bond counsel in connection with the issuance of the Obligations.

2. Scope of Services. The primary responsibility of Hawkins as bond counsel to the Township will be to render an opinion regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations and, if applicable, the excludability of interest on the Obligations from gross income for federal and state income tax purposes. In addition, Hawkins would provide the services described in the above preambles and would expect to attend meetings, participate in conference calls and negotiations, undertake research and offer advice when necessary or desirable.

3. Limited Scope of Representation. The duties of Hawkins do not include, among other things, making an investigation or expressing any view as to the creditworthiness or financial strength of the Township or of the Obligations. It is expressly agreed that the Township shall not request Hawkins to provide predictions or advice

regarding, and that Hawkins shall provide no predictions or advice and owes the Township no duty regarding, the financial structuring or feasibility of any arrangement or any predictions or advice as to the ability or likelihood of any other party actually performing its obligations relating thereto. In delivering the bond counsel opinion, Hawkins does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Obligations, nor does Hawkins represent, warrant or guarantee the actual performance rendered by participants in any transaction with the Township. It is also expressly agreed that (i) the client of Hawkins for purposes of this engagement is the Township and not any of its officers or employees, members, creditors, bondholders or any other entities having any interest in the Township or in which the Township has an interest and (ii) accordingly, this engagement will not establish an attorney-client relationship between Hawkins and any such individual, member or other entity.

3. Term of Engagement. Either the Township or Hawkins may terminate this engagement at any time for any reason by written notice, subject on the part of Hawkins to applicable rules of professional conduct. In the event that this engagement is terminated by Hawkins, Hawkins will take such steps as are reasonably practicable to protect the Township's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, Hawkins will be paid for services satisfactorily rendered by Hawkins up to the date of termination and for any post-termination services requested by the Township in connection with the termination.

4. Conclusion of Representation; Retention and Disposition of Documents. At the Township's request, its papers and property will be returned to it or delivered to successor counsel, as it may direct, promptly upon receipt of payment of outstanding fees and expenses. The files of Hawkins pertaining to this engagement will be retained by Hawkins. These Hawkins files include, for example, firm administrative records, time and expense reports and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, Hawkins reserves the right to destroy or otherwise dispose of any such documents or other materials retained by Hawkins within a reasonable time after the termination of this engagement.

5. Post-Engagement Matters. After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative or judicial interpretations thereof, that could have an impact upon issues as to which Hawkins has advised the Township during the course of this engagement. Unless the Township subsequently engages Hawkins, after completion of this engagement, to provide additional advice on such issues, Hawkins has no continuing obligation to advise the Township with respect to any such future legal developments.

6. Fees and Expenses. Fees and expenses for services in connection with this engagement shall be calculated as described in the letter of Hawkins dated November 29, 2023.

7. Other Hawkins Engagements. As a major capital markets law firm, Hawkins from time to time has represented, may currently represent and may in the future represent, issuers, underwriters, commercial banks, corporate trustees and other parties involved in the issuance of bonds on unrelated matters. By virtue of the participation of Hawkins in this engagement, the Township acknowledges this fact and agrees to such representation.

8. Township Responsibilities. The Township agrees to cooperate fully with Hawkins and to provide promptly all information known or available to the Township relevant to this engagement. The Township also agrees to pay statements for services and expenses of Hawkins in accordance with the above provisions.

9. Fully Integrated Agreement; Merger. This Agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties and agreements are fully and completely merged herein.

10. Township Acknowledgment. The Township acknowledges that Hawkins is not making any examination or recommendation, nor is Hawkins providing advice, with respect to the business or financial aspects of any financing or of the Obligations. The Township understands that Hawkins cannot provide predictions or advice with regard to the likelihood of success of any aspect of any financing.

11. Specific New Jersey Statutory Provisions. This contract has been awarded to Hawkins based on the merits and abilities of Hawkins to provide the services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned representative of Hawkins does hereby attest that Hawkins, its subsidiaries, assigns or principals controlling in excess of 10% of Hawkins, has neither made a contribution that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of this contract that would, pursuant to P.L. 2023, c.30, affect its eligibility to perform this contract nor will it make a reportable contribution during the term of this contract to any candidate committee of any person serving in an elective public office of the Township when this contract is awarded. During the term of this Agreement, Hawkins agrees to comply with the equal employment opportunity requirements set forth in N.J.A.C. 17:27 and hereby incorporates by reference the Mandatory Equal Employment Opportunity Language set forth in Exhibit A attached hereto and made a part hereof. Hawkins acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271 §3) if Hawkins receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of Hawkins to determine if filing is necessary.

12. Severability. Any provisions or portion of this Agreement prohibited as unlawful or enforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement.

13. Counterparts. This Agreement may be executed in counterparts, which together will constitute the entire Agreement. The counterparts of this Agreement may be


executed and delivered by facsimile or other electronic signature (including portable document format) and the parties hereto may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

**THE TOWNSHIP OF VERNON, IN THE
COUNTY OF SUSSEX, New Jersey**

By _____
Name: Anthony Rossi
Title: Mayor

HAWKINS DELAFIELD & WOOD LLP

By  _____
Name: Robert H. Beinfield
Title: Partner



STEINHARDT
CAPPELLI &
TIPTON LLC

RECEIVED

DEC 22 2023

Township Clerk

404 Third Street
Belvidere, NJ 07823

o 610.691.7900
f 610.691.1712

Douglas J. Steinhardt | Partner

908-454-8300 x1011
dsteinhardt@floriolaw.com

December 8, 2023

Sent via Electronic Mail

Mayor – Elect Anthony Rossi
Vernon Township Municipal Building
21 Church Street
Vernon Township, New Jersey 07462

Re: Proposal to Provide Labor Counsel Services to Vernon Twp, Sussex County

Dear Mayor - Elect Rossi:

As you are aware, I am a partner at the law firm Florio Perrucci Steinhardt Cappelli & Tipton LLC (hereinafter "FPSCT" or the "Firm"). I am honored to submit this proposal to provide Labor Counsel services to the Township of Vernon, Sussex County (hereinafter the "Township"). Our proposed hourly rate for this specialized, legal service is \$200.00 per hour for attorneys and \$95.00 per hour for paralegals, in keeping with our similar rates in other counties, including but not limited to the Sussex and Warren Counties.

Executive Summary

By way of background, FPSCT is a full-service law firm of over forty (40) attorneys with offices in New Jersey, New York and Pennsylvania. We pride ourselves on having the experience to provide public sector clients the broad spectrum of legal services required to successfully meet their unique needs.

FPSCT has represented public entities in complex matters including, public contracting, public ethics laws, land use and redevelopment law, general litigation, labor and employment matters, affordable housing matters, tax appeals, construction contracts and litigation and all aspects of environmental law. Currently, the Firm represents Sussex County as County Counsel, labor counsel, and counsel to the Sussex County Adjuster. We also provide legal services to more than eighty (80) public entity clients throughout the State of New Jersey including labor and special litigation counsel to Warren County, general counsel to the Warren County Pollution Control Financing Authority, general counsel to Warren County Community College, general counsel to the Warren County Special Services School District, general counsel and tax appeals attorney to

the Warren County Municipal Utilities Authority, general counsel to the Warren County Department of Human Services, and general, labor or special counsel to countless town, townships, cities, and boroughs. Other labor counsel clients include the Woodbridge Public Library, Borough of Lodi, Evesham Municipal Utilities Authority, Phillipsburg Housing Authority, Bergen County Utilities Authority, Woodbridge Housing Authority, Jersey City Public Schools, Town of Hackettstown, West New York Board of Education, Maple Shade Township, Jersey City Police Athletic League, County of Cumberland, County of Hudson, Township of Irvington, Township of Woodbridge, Borough of Bogota, Passaic County Board of Social Services, and the Borough of Roselle (this list evolves).

The Labor and Employment Group of FPSCT has extensive experience representing management in all facets of employment and labor law issues including employment litigation and arbitration, counseling with management, traditional labor relations (including collective bargaining agreements and grievances), and providing general legal counsel to municipalities and public entities while working with their independent legal departments and Third Party Administrators (TPAs). Our attorneys have represented both public and private entities in complex matters including all facets of labor law, personnel, public and private sector labor negotiations, litigation, public ethics laws and municipal law for decades. In addition, we offer our clients staff training, as needed, on issues such as governance, employee relations, ethics, personnel, public contracting and advice in other areas of the law as issues arise. FPSCT has the breadth of experience and quality attorneys to provide effective and efficient labor related legal counsel to Vernon Township.

The Firm was founded in 1996 and has since grown to more than forty (40) attorneys throughout multiple offices. Our attorneys have served at the highest levels of state, local and federal government and understand the nuances of dealing with multiple stakeholders, interest groups, and governmental departments and agencies. Our named partners collectively possess more than 100 years of experience serving as advocates for the public agencies we represent. The FPSCT team has the experience, vision, and legal expertise necessary to give Vernon Township the best legal, professional and labor services possible.

Full name and business address of Applicant

Lead Attorneys for the Board will be Douglas J. Steinhardt, Esq., and J. Andrew Kinsey, Esq. Assistance will be provided by Katherine Fina, Esq., Liam McManus, Esq., and others, where necessary.

Dsteinhardt@floriolaw.com

Florio Perrucci Steinhardt Cappelli & Tipton, LLC

404 Third Street
Belvidere, New Jersey 07823
T:(908) 454-8300
F:(908) 454-5827

Services may also be provided out of our Easton, PA and Cherry Hill, NJ offices:

91 Larry Holmes Dr., Suite 200
Easton, PA 18042

1010 Kings Hwy S., Bldg. 2
Cherry Hill, New Jersey 08034

Experience and Familiarity with the Board

FPSCT has had the privilege of serving Warren and Sussex Counties as labor counsel for the past several years. As such, we understand the Counties, their elected officials, personnel, citizens, and strive to stay abreast of their specific needs. We have followed current events in Vernon Township and are confident we can transition seamlessly into a labor counsel role with you.

In the past year the Firm has been involved in labor negotiations on behalf of our clients with PBA Local 280, AFSCME Locals 3287 and 671, CWA/TASS Local 1071, CWA Local 1032 and CWA Public Health Nurses. It has also participated in negotiations and assisted in settling contracts on behalf of the Corrections Officers' FOP Locals 170 and 171, and PBA Prosecutor Investigators' Local 331. It also has successfully defended grievances, handled numerous internal disciplinary matters within various departments, and attended to administrative appeals to the Merit Systems Board (now known as the Civil Service Commission). We have competently advised our clients on numerous legal matters, many of which led to affected parties foregoing challenges and thereby saving them potential costly litigation expenses. We are also mindful of the need, particularly in the face of the current caps on budgets and spending, that Vernon Township must prudently administer contracts and other collective bargaining agreements in

accordance with all applicable laws, rules and regulations and hold vendors and employees accountable in a manner so as to avoid frivolous claims and grievances, increase morale and maintain the same or better level of services provided to the community. This experience, coupled with our serving as labor counsel to several public entities, provides the Firm with the knowledge and experience to serve the Board in a professional and efficient manner.

Experience Providing Similar Legal Services

The public trust is a matter of importance that cannot be violated. Therefore, it is crucial to have the right attorneys - ones that will aggressively pursue Vernon Township's goals while still assisting it in upholding its sworn oath to protect the public interest. Our Firm has unique experience in the areas of law of interest to Vernon Township. Our extensive experience handling all phases of employment law, including handling administrative proceedings before the Public Employees Retirement System, employee benefits claims, advising on human resource issues, working with insurance brokers, and negotiating labor agreements, make us perfectly suited to represent your interests.

Experience

FPSCT's Labor/Employment Group has extensive experience representing management in all facets of employment and labor law issues, including employment litigation, counseling with management, and traditional labor relations. We frequently represent our clients before state and federal trial and appellate courts, and administrative agencies, and in lawsuits pertaining to various employment matters. We also advise clients on cost effective alternatives to litigation, like arbitration and mediation. When litigation is necessary, the Firm will vigorously defend you in a cost effective manner. Firm lawyers appear regularly before the United States District Court, the New Jersey Superior Court, Administrative Law Courts, and the Equal Employment Opportunity Commission. A recent sampling of matters include:

- Wrongful termination claims
- Breach of contract and employment tort claims
- Employment discrimination and harassment claims
- Whistleblower claims under Sarbanes-Oxley and state law such as the New Jersey Conscientious Employee Protection Act
- Common-law and contractual claims relating to non-competition, non solicitation and confidentiality

- Alleged violations of various employee leave laws, including those asserted under state and federal family and medical leave statutes
- Alleged violations relating to failure to accommodate physically challenged employees
- Claims asserted before the Equal Employment Opportunity Commission and/or equivalent state agency governing fair employment, and other federal, state, and local civil rights agencies.
- Claims asserted under the Worker Adjustment & Retraining Notification Act ("WARN").

Employment Counseling

Members of the Labor & Employment Group routinely provide counsel and assistance to clients on numerous employment-related issues including:

- Employment issues relating to employee training, workforce reductions, corporate acquisitions, reorganizations and relocations
- Appropriate discipline of employees
- Drafting and enforcement of employment contracts, including non-competition agreements
- Preparing and auditing employee handbooks and personnel policies
- Wage-hour obligations
- Occupational safety and health issues.

Traditional Labor Relations

FPSCT's attorneys have substantial experience and expertise in dealing with labor unions on behalf of management. Their expertise encompasses such areas as:

- Union avoidance campaigns
- Union election representation and litigation
- Negotiation of collective bargaining agreements
- Arbitration of disputes arising under collective bargaining agreements
- Responding to unfair labor practice charges under the National Labor Relations Act and related statutes.

Professional Qualifications, Reputation in the Field, and Staff Availability

J. Andrew Kinsey is Chair of the Firm's Labor and Employment Groups, and will be providing legal services to the Township. He received an undergraduate degree cum laude from American University and a Juris Doctorate degree cum laude from the New York School of Law. Andrew directs the work of attorneys engaged in supporting management of corporations and municipalities. His experience includes conducting labor negotiations in both public and private sectors, defending public sector, healthcare, utility, construction, hotel, restaurant, and other clients

from various types of discrimination, whistle blower, FELA and civil rights claims. Andrew has counseled clients in regard to various retirement and benefit issues including ERISA and the PERS. In the field of traditional labor law, he negotiates collective bargaining agreements, and handles arbitration, NLRB, PERC and Merit Systems Board proceedings. Andrew is admitted to practice law in the state courts of New Jersey, New York and Pennsylvania, the U.S. District Courts for the District of New Jersey and the Southern and Eastern Districts in New York, and the U.S. District Court in Pennsylvania. His biography included in this package provides additional details on his work and successes.

Douglas J. Steinhardt, Esq. currently serves as Sussex County Counsel. Through his various public roles, Mr. Steinhardt is keenly aware of the various pressures facing public entities. He has an extensive background in public governance issues, both as a practicing attorney and as an elected official. Among his many clients, he represents (or has represented) the New Jersey Sports and Exposition Authority, the County of Warren, Warren County Community College, the Delaware River Joint Toll Bridge Commission, and several municipal and governmental joint insurance funds throughout the State. He has represented numerous municipal governing bodies and elected and appointed officials. For four years, Doug served as the Warren County Adjuster. Mr. Steinhardt was the 5 term Mayor of Lopatcong Township and is currently the NJ State Senator representing the 23rd Legislative District. He is admitted to practice law in New Jersey and Pennsylvania.

1. Listing of Other Similar Engagements

County of Warren, Attn: Alex Lazorisak, Administrator
Wayne Dumont, Jr. Administrative Building
165 County Road, Rt. 519 South
Belvidere, NJ 07823
T- 908-475-6500

State of New Jersey, Attn: Leslie Gore, DAG
Office of the Attorney General
Division of Law
25 Market Street
PO Box 112
Trenton, NJ 08625-0112

Warren County Community College, Attn: Dr. Will Austin, President
475 Route 57 West
Washington, NJ 07882
T- 908-835-9222

2. Staff Availability

FPSCT's attorneys understand the decision-making cycles that public entities must meet, including providing briefing materials in advance of work sessions and public meetings. FPSCT prides itself on its ability to meet deadlines without sacrificing the quality of legal review public entities demand on every matter. In addition to the key attorneys listed herein, FPSCT has a deep pool of partners, associates, paralegals and support staff who can be called upon to provide support at a moment's notice. Our attorneys will be available to attend regularly scheduled and special meetings. All FPSCT attorneys carry smartphones which allow them to be available to clients via phone and email 24/7 to attend to any emergent matters.

Conclusion

On behalf of the Firm, thank you for the opportunity to submit our qualifications to provide Special Counsel-Labor Related Legal Services for Vernon. We look forward to the opportunity to discuss our qualifications at greater length.

Respectfully,

Florio Perrucci Steinhardt
Cappelli & Tipton, LLC.



Douglas J. Steinhardt, Esq.

DJS:ar



HAROLD E. PELLOW & ASSOCIATES, INC.
 CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS
Established 1969

RECEIVED

NOV 30 2023

Township Clerk

HAROLD E. PELLOW, *PRESIDENT*
 2022 Distinguished Engineering Service Award
 from the NJ Society of Professional Engineers
 NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.

ANN PELLOW WAGNER
 NJ - C.L.A., VA - C.L.A., PA - C.L.A.
 (5/26/84 - 7/27/89)

DAVID B. SIMMONS, JR., *VICE PRESIDENT*
 NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.
 NY - P.E. & L.S., PA - P.E. & L.S.

CORY L. STONER, *EXEC. VICE PRESIDENT*
 NJ - P.E., NJ - P.P., NJ - C.M.E.

MATTHEW J. MORRIS
 NJ - L.L.A., NJ - P.P.

THOMAS G. KNUTELSKY, *ASSOCIATE*
 NJ - P.E., NJ - P.P.

November 21, 2023

MEMORANDUM TO: Mrs. Marcy Gianattasio, Vernon Township Municipal Clerk

FROM: Cory L. Stoner, P.E., C.M.E., Township Engineer

SUBJECT: Professional Services Agreement for Municipal Engineer Reappointment & Pay-to-Play Documents

Dear Marcy,

In anticipation of the upcoming 2024 calendar year, I am enclosing herewith the following Pay-to-Play Documents that will be needed in support of my re-appointment as the Municipal Engineer for Vernon Township:

1. Business Entity Disclosure Certification for Non-Fair and Open Contracts.
2. C. 271 Political Contribution Disclosure Form.
3. Stockholder Disclosure Certification.
4. State of New Jersey Business Registration Certificate.
5. Signed Mandatory Equal Employment Opportunity Language (Exhibit A).
6. Certificate of Employee Information Report.
7. Signed Form W-9.

It has been a pleasure working for Vernon Township as the Municipal Engineer, and I look forward to continuing to work with everyone associated with the Township during the coming year. Please note that during this coming 2024 calendar year, my professional services rate will be \$142.00.

If you have any questions or need any additional information, please do not hesitate to contact me.

Very truly yours,

Cory L. Stoner, P.E., C.M.E.
HAROLD E. PELLOW & ASSOCIATES, INC.
 Vernon Township Engineer
 CLS:mv

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Enclosures

STATEMENT OF QUALIFICATIONS



Sussex County, New Jersey

RISK MANAGEMENT & HEALTH BENEFITS CONSULTANT

***** SUBMITTED: *****

TUESDAY, DECEMBER 12TH, 2023

Professional Insurance Associates
A Division of World Insurance Associates, LLC
429 Hackensack Street
Carlstadt, New Jersey 07072

James V. Gardella
President

Frank Covelli
Senior Vice President - Managing Director
Public Sector Insurance & Risk Services





TOWNSHIP OF VERNON
Sussex County, New Jersey

STATEMENT OF QUALIFICATIONS

GENERAL SOQ INFORMATION

SUBMISSION FOR:

RISK MANAGEMENT CONSULTANT

DATE OF SUBMISSION:

DECEMBER 12, 2023

SUBMITTING FIRM:

**Professional Insurance Associates/
PIA Security Programs**
A Division of World Insurance Associates, LLC
429 Hackensack Street
Carlstadt, NJ 07072
Telephone: 201/ 438-7500
Facsimile: 201/ 438- 8781

DIRECT CONTACT:

Frank Covelli
Senior Vice President - Managing Director
Public Sector Insurance & Risk Services
Telephone: 201 | 559 | 8134 Direct
Alternate: 201 | 741 | 8676 Cell
Email: fcovelli@pianj.com

CORPORATE STRUCTURE:

Professional Insurance Associates is a wholly owned subsidiary of World Insurance Associates, LLC, with corporate offices located in Tinton Falls, New Jersey. PIA continues to maintain its original location of over 50 years in Carlstadt, NJ.

CORPORATE JUDGEMENTS/BANKRUPTCY:

The firm is not now nor ever been in bankruptcy or re-organization proceedings, nor have there been any Judgements.

FULLY LICENSED

World Insurance Associates, LLC is fully licensed through the NJ Department of Banking & Insurance (NJDOBI) in the disciplines of Property & Casualty, Accident, Health or Sickness, Personal Lines and Life. The applicable Licenses are included and in good standing.

STATEMENT OF QUALIFICATIONS

TOWNSHIP OF VERNON
Sussex County, New Jersey
Page 2

BACKGROUND

CORPORATE HISTORY:

In 1957, the DAG Agency was formed in Carlstadt, NJ by our Founder, Victor M. Gardella, the father of our current President, James V. Gardella. Within several years, Victor was building a successful full-service property and casualty insurance agency and parted with his two partners and renamed the business, Professional Insurance Associates. By 1978, PIA Security Programs was added to deliver financial/welfare programs and services, including, Employee Health Benefits, Life Insurance, Business Continuity Planning, Employee Benefit Planning and Retirement Planning. The hiring and retaining of quality professionals served to steadily grow our business into one of the largest full-service insurance agencies in the region.

The Public Entity Department was led by our founder, Victor Gardella until 1997, when Frank Covelli was hired to manage and expand the growing public entity sector business. Today, we have a team of six full-time experienced professionals specifically dedicated to serving our public entity clients. Our Public Entity Department services over Fifty (50) public entities spanning Four (4) counties. Our commitment to providing the best service possible to our Public Sector clients is second to none and is evidenced by the duration of our relationships; with almost one-half of our Public Entity clients having been with us 20 to 30 years and one municipality over 60 years.

In March of 2019, Professional Insurance Associates announced its merger with World Insurance Associates, LLC. The merger joins two client-focused companies, well-positioned to provide greater "value-added" services, products and resources for the benefit of our combined client-base.

Make no mistake, the core Principles of our founder, Victor M. Gardella, which have been at the core of PIA's proud and successful tenure of over 62 years, remain in perpetuity.

QUALIFICATIONS:

EXPERIENCE:

PIA has over 60 years' experience as a Risk Management Consultant to public entities in New Jersey. We offer our Public Entity Clients over 230 years of cumulative experience through our dedicated team of highly trained professionals; committed to meeting the needs and objectives of our public entity clientele in both Property and Casualty, as well as, Employee Health Benefits.

Prior to joining PIA, Frank Covelli served as a Fund Commissioner to the Morris County JIF during his tenure as a Township Administrator and later, served as an Account Manager to four (4) regional Property & Casualty JIF's, one (1) statewide Environmental Liability JIF and two (2) regional Health Insurance Funds (HIF's) in NJ.

Risk and Insurance cross all Departments and no task is too small or too large for us to tackle with our Municipal clients. The service we provide is second to none and in fact, sets us apart from our peers and competitors. We view our job as an extension of Administration, Finance and Human Resources and as a valuable resource for DPW, Police, Recreation Departments, and our Emergency Service Volunteers.

We currently serve as the RMC and/or Health Benefits Consultant to over 50 Public Entities in northern New Jersey spanning Morris, Bergen, Passaic & Sussex Counties. PIA has been recognized as one of the Top Tier Risk Managers to Public Entities, statewide. Our service and responsiveness are the cornerstone to our long-term relationships with our Public Entity clients.

PIA routinely offers recommendations to the Insurance Program (both Property & Casualty AND Employee Health Benefits), which results in greater insurance coverage and/or reduced cost to the Municipality and its related entities.

Both PIA and World Insurance Associates have extensive relationships with a number of commercial carriers specializing in Employee Health Benefits and those Property and Casualty coverages not provided by the JIF.

STATEMENT OF QUALIFICATIONS

TOWNSHIP OF VERNON
Sussex County, New Jersey
Page 3

QUALIFICATIONS: *(continued)*

CERTIFICATIONS & ACCOMPLISHMENTS

- The firm is among a select handful Statewide, chosen to provide Employment Practices/Public Officials Liability (EPL/POL) training to Managers and Supervisors and also to provide Anti-Harassment / No Tolerance training for non-managerial personnel. The firm enjoys a long-standing presence in both public sector insurance needs and in the communities of northern New Jersey.
- Accreditation - MEL Accredited Risk Manager Program.
- Associate Member - Bergen County Police Chiefs Association (BCPCA)
- Associate Member - Bergen County 200 Club
- A longstanding local presence with a proud history of serving and investing in our communities:

*Carlstadt Little League
East Rutherford HS Sideline Club
East Rutherford Junior Football
Athletic Sponsorships
Education Foundations*

*The V Foundation
Boys & Girls Clubs
Rutherford Little League
Scholarship Funds
Bergen County 200 Club*

*Hackensack Univ. Medical Ctr.
The Lions Club
Chambers of Commerce
Rotary International
Recreation Foundation*

PIA PUBLIC ENTITY SERVICE TEAM

- PIA's PUBLIC ENTITY SERVICE TEAM IS ATTACHED AS A SEPARATE DOCUMENT WITHIN THE SOQ PACKET

COMPENSATION:

For the position of **RISK MANAGEMENT CONSULTANT**, as it relates to coverages attained through the Municipality's Membership in the **STATEWIDE INSURANCE FUND**

The Municipality authorizes payment as compensation for services rendered, an amount promulgated by the **STATEWIDE INSURANCE FUND**. Said fees shall be paid to the Consultant within 30 days subsequent to the Fund's prescribed payment schedule of the annual assessment by the Municipality.

For the position of **Health Benefits Consultant**, as it relates to coverages attained through the Municipality's Membership in the **NORTH JERSEY MUNICIPAL EMPLOYEE BENEFITS FUND (NJHIF)**

For Services provided for assisting in the administration and oversight of the Employee Health Benefits Program and also providing claims assistance and client advocate services to both active employees and retirees, the Consultant shall receive as full remuneration, a fixed fee of **\$49,200** annually, invoiced quarterly by the Consultant. There shall be no remuneration paid as a Commission or in any other manner by the Fund to the Consultant.

For all Other Insurance Coverages

For all other coverages authorized by the Municipality, including but not limited to: Accident & Health, Disability or Statutory Bonds (that are placed outside the Fund), the Consultant shall receive, as full compensation, the normal brokerage commissions paid by the insurance company.

Termination:

Either party may cancel the Agreement at any time by mailing to the other, written notice calling for termination at any time not less than ninety (90) days thereafter. Fees shall be pro-rated to the date of termination.

STATEMENT OF QUALIFICATIONS

TOWNSHIP OF VERNON
Sussex County, New Jersey
Page 4

INSURANCE COVERAGES

As a Professional Services company dedicated to Public Entity clientele, we maintain:

- NJ Business Registration Form (*in good standing and included*)
- NJ Affirmative Action Certification (approval through 2020 and included)
- Provides at its own cost and expense, the following Insurance coverages.
(As attached or evidenced accordingly):

✓ **Workers Compensation:**

NJ Statutory Limits ==> \$1,000,000 - Employers Liability.

✓ **General Liability:**

Limit of Liability ==> \$2,000,000 per Occurrence; \$4,000,000. Aggregate

✓ **Crime:**

NJ Statutory Limits ==> \$2,000,000 - Employers Liability.

✓ **Automobile:**

Limit of Liability ==> \$2,000,000. CSL (non-owned and hired autos)

✓ **Excess (Umbrella) Liability:**

Limit of Liability ==> \$10,000,000 per Occurrence; \$10,000,000. Aggregate

✓ **Professional Liability (E&O):**

Limit of Liability ==> \$10,000,000 Occurrence/\$10,000,000. Aggregate

✓ **Employment Practices Liability (EPL)**

Limit of Liability ==> \$1,000,000 Occurrence/Aggregate (Attached)

The Municipality is named as an "Additional Insured" on the policies (whenever possible), with the Certificate of Insurance reflecting such.

* * *



TOWNSHIP OF VERNON

RESOLUTION #24-23

APPOINTMENT OF MUNICIPAL COURT JUDGE

WHEREAS, pursuant to N.J.S.A. 2B:12-4 and Chapter 5, §Section 37-4 of the Vernon Township Administrative Code, a municipal judge shall be appointed by the Township Council and serve for a term of three years from the date of appointment and until a successor is appointed or qualified; and

WHEREAS, the Hon. Peter J. Laemers, J.M.C., has been serving as Municipal Court Judge for the Township since May 2023; and

WHEREAS, the Township Council has determined that Judge Laemers is qualified to be re-appointed to the position of Municipal Court Judge for the Township of Vernon.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Vernon, County of Sussex, New Jersey, that the Hon. Peter J. Laemers, J.M.C., is hereby re-appointed to serve as Municipal Court Judge for the Township of Vernon, New Jersey, for a term of three (3) years commencing on January 15, 2024, and ending on January 14, 2027, to be compensated at an annual salary of \$39,400.56 for the year 2024; \$40,188.57 (2% increase) for the year 2025; \$40,992.34 (2% increase) for the year 2026.

Certification of Funds
Account: YR-01-43-491-01
Amount: 2024 - \$39,400.56
2025 - \$40,188.57
2026 - \$40,992.34
CMFO Signature: _____
<i>Subject to adoption of the 2024-2026 Municipal Budgets</i>

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

LAEMERS MURPHY & NEGGIA, LLC



PETER J. LAEMERS, ESQ.*♦■

MARIANN C. MURPHY, ESQ.*

DOREEN L. NEGGIA, ESQ.*♦

* MEMBER OF THE NJ BAR
♦ APPROVED BY THE SUPREME COURT OF NJ AS A FAMILY MEDIATOR
■ ADMITTED TO PRACTICE BEFORE THE U.S. SUPREME COURT

97 MAIN STREET
NEWTON, NJ 07860
973-383-7600
FAX: 973-383-0205
www.laemerslaw.com

December 1, 2023

Hon. Howard L. Burrell
Hon. Anthony Rossi (elected)
21 Church Street
Vernon, New Jersey 07462

RE: Request to be reappointed for the position of Municipal Court Judge

Dear Mayor Burrell, Mayor-Elect Rossi and Township Committee,

Kindly accept this letter as my response to Ms. Irene Mills confirming my desire to be reappointed as to the Vernon Township Municipal Court Judge, at the current salary.

As the Committee is aware, I was appointed to replace the prior Municipal Court Judge in May of this year. I believe that I have performed the duties of the Municipal Court Judge in an exemplary manner since my appointment. I almost immediately established an outstanding working relationship with the Court Administrator, Lindsay Palmisano, and Deputy Court Administrator, Rachael Nestel. Furthermore, the Vernon Township Prosecutor, Alicia Ferrante, Esq., and I also have a very good working relationship.

Allow me to provide some brief background regarding my qualifications. I have been an attorney in Sussex County for approximately 40 years, and have tried several hundred cases during my career in private practice. I am also the Municipal Court Judge for the Joint Court of Frankford and the shared Municipal Court of Blairstown. Until November 2022, I was the prosecutor in those courts for approximately 29 years.

Hon. Howard L. Burrell
Hon. Anthony Rossi (elected)
December 1, 2023
Page | 2

As a Municipal Judge, in addition to enforcing the laws of the State of New Jersey and this Municipality, it is my firm belief that everyone who comes before the Court should be treated fairly, respectfully and with dignity. For most people, the Municipal Court is their only experience with the judiciary. Treating people poorly reflects poorly on not only the Court, but also on the Municipality.

Should any additional information be required, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Peter J. Laemers". The signature is written in a cursive style with a horizontal line underneath it.

Peter J. Laemers

PJL/mpa

WHEN EXPERIENCE MATTERS

TOWNSHIP OF VERNON

RESOLUTION #24-24

**RESOLUTION OF THE TOWNSHIP OF VERNON
APPOINTING AN ALTERNATE MUNICIPAL PROSECUTOR**

WHEREAS, the Township of Vernon (“Township”) has a need for an Alternate Municipal Prosecutor; and

WHEREAS, pursuant to N.J.S.A. 2B:12-27, a municipality may employ an attorney-at-law as a Municipal Prosecutor under the supervision of the County Prosecutor and that attorney may represent the municipality in any matter within the jurisdiction of the central municipal court and any other municipal court; and

WHEREAS, Steven M. Siegel, Esq. has the necessary experience and qualifications to perform the duties of Alternate Municipal Prosecutor; and

WHEREAS, N.J.S.A. 40A:11-5 specifically exempts professional services from provision of public bidding as provided in the Local Public Contracts Law; and

WHEREAS, the Township deems it in the best interests of the Township to appoint Steven M. Siegel, Esq. as the Alternate Municipal Prosecutor and to enter a non-fair and open contract to provide said services pursuant to the provisions of the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, Steven M. Siegel, Esq. will complete and submit a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Steven M. Siegel, Esq. has not made any reportable contributions to a political or candidate committee in the Township of Vernon in the previous one year and that the contract will prohibit Steven M. Siegel, Esq. from making any reportable contributions through the term of the contract to a political or candidate committee in the Township of Vernon; and

WHEREAS, the Chief Financial Officer has certified that there are sufficient funds available.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Vernon as follows:

1. Steven M. Siegel, Esq. is hereby appointed as Alternate Municipal Prosecutor for one (1) year from January 15, 2024 to January 14, 2025 and the Mayor is authorized to execute a non-fair and open contract with Steven M. Siegel, Esq. to provide these services.
2. The required Business Entity Disclosure Certification and Political Contribution Disclosure Form shall be provided before execution of the contract and be placed on file with the resolution
3. A copy of this resolution shall be kept on file in the Township Clerk’s Office.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

December 4, 2023

Steven M. Siegel
Municipal Prosecutor

The Honorable Anthony Rossi
Mayor of Vernon Township, New Jersey
Councilwoman Jessica DeBenedetto
Vernon Township, New Jersey Municipal Court
21 Church Street
Vernon, New Jersey 07462

Dear Mayor Rossi and Councilwoman DeBenedetto,

My name is Steven Siegel and I am writing to express my interest in the position of Alternate Municipal Prosecutor for the year of 2024.

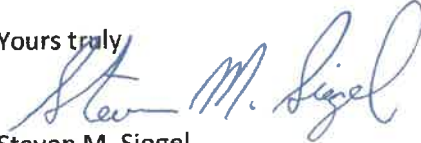
I respectfully enclose my resume which describes my work history in detail. I was employed by the Bronx District Attorney's Office for two years before moving to New Jersey in 1990. Like Mayor Rossi, I spent a number of my formative years growing up in Queens, New York. From 1990 until 1998, I served as an Assistant Prosecutor under the Essex County Prosecutor. In September of 1998 I experienced the good fortune of being hired by the Warren County Prosecutor in Belvidere, New Jersey. I was employed by the Warren County Prosecutor's Office from September 1998 until my retirement in September of 2015. Since then I have served as a Municipal Prosecutor in Warren and Sussex County.

I wish to tell you that I have become very experienced in all elements of the Municipal Court. These include numerous trials and working quickly and justly to dispose of cases. I have been a Prosecutor my entire career and am very grateful for the experience of serving as a Municipal Prosecutor for the past eight years.

As you are aware, I was appointed to the position of Alternate Prosecutor for the Township of Vernon for the year 2023. I have enjoyed this position immensely. Vernon is a wonderful Township and I even enjoy the drive to the Courthouse.

The entire staff and the Judge have been very professional, kind, and a pleasure to work with. The salary of \$800.00 per session, which is a condition of the 2023 contract, is quite fair and reasonable. I will not ask for anything more if I am appointed as the Alternate Prosecutor for the year 2024.

I wish you and the remaining Council a Merry Christmas and a healthy and Happy New Year.

Yours truly

Steven M. Siegel
Municipal Prosecutor

Cc: All Council of Vernon Township

LEGAL SERVICES AGREEMENT

THIS AGREEMENT made on December 4, 2023 by and
BETWEEN

TOWNSHIP OF VERNON

With an address of 21 Church Street, Vernon Township, New Jersey, 07462

hereinafter referred to as "Township",

AND

STEVEN M. SIEGEL, ESQ.,

of the Law Offices of Timothy P. Downs, LLC, Counsellors at Law, With an address of
87 North Sussex Street, Dover, New Jersey, 07801.

All correspondence by Vernon Township Municipal Court shall be sent to the office of
Steven M. Siegel at 271 Alexandria Drive, Hackettstown, New Jersey, 07840.

hereinafter referred to as "Attorney"

WITNESSETH that in consideration of mutual covenants as herein set forth, the
Township and the Attorney agree as follows:

1. **EMPLOYMENT:** Pursuant to a duly adopted resolution, Attorney is hereby retained as the Alternate/Conflict Municipal Prosecutor for Vernon Township.
2. **TERM:** The term of employment shall commence on January 1, 2024 and expire December 31, 2024.
3. **SCOPE OF EMPLOYMENT:** Attorney shall provide all service customarily provided by attorneys acting as Alternate/Conflict Municipal Prosecutors in and about the State of New Jersey.
4. **SALARY AND ADDITIONAL CONSIDERATION:** Township shall pay Attorney a fee of \$800.00 plus necessary expenses such as postage, if any, for each session the Attorney acts as the Alternate/Conflict Municipal Prosecutor commencing January 1, 2024.
5. **POLITICAL CONTRIBUTION DISCLOSURE:** This Contract has been awarded to STEVEN M. SIEGEL, ESQ. based on the merits and abilities of STEVEN M. SIEGEL, ESQ. to provide the goods or services as described herein. This contract was not awarded through

a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that STEVEN M. SIEGEL, ESQ. has not made a reportable contribution as defined by the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1, et seq. and N.J.S.C. 19:25-25.1, in one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract. Nor will he make a reportable contribution during the term of the contract to any political party committee in Vernon Township, Sussex County if a member of that political party is serving in an elective public office of Vernon Township, Sussex County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Vernon Township, Sussex County when the contract is awarded. **EXHIBIT A.**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

TOWNSHIP OF VERNON

By: _____

Anthony Rossi, Mayor



12/4/2023

STEVEN M. SIEGEL, ESQ.

Marcy Gianattasio, Township Clerk

TOWNSHIP OF VERNON

RESOLUTION #24-25

**RESOLUTION OF THE TOWNSHIP OF VERNON
APPOINTING A MUNICIPAL PROSECUTOR**

WHEREAS, the Township of Vernon (" Township") has a need for a Municipal Prosecutor; and

WHEREAS, pursuant to N.J.S.A. 2B:12-27, a municipality may employ an attorney-at-law as the Municipal Prosecutor under the supervision of the County Prosecutor and that attorney may represent the municipality in any matter within the jurisdiction of the central municipal court and any other municipal court; and

WHEREAS, Alicia Ferrante, Esq. has the necessary experience and qualifications to perform the duties of Municipal Prosecutor; and

WHEREAS, N.J.S.A. 40A:11-5 specifically exempts professional services from provision of public bidding as provided in the Local Public Contracts Law; and

WHEREAS, the Township deems it in the best interests of the Township to appoint Alicia Ferrante, Esq. as the Municipal Prosecutor and to enter a non-fair and open contract to provide said services pursuant to the provisions of the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, Alicia Ferrante, Esq. will complete and submit a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Alicia Ferrante, Esq. has not made any reportable contributions to a political or candidate committee in the Township of Vernon in the previous one year and that the contract will prohibit Alicia Ferrante, Esq. from making any reportable contributions through the term of the contract to a political or candidate committee in the Township of Vernon; and

WHEREAS, the Chief Financial Officer has certified that there are sufficient funds available.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Vernon as follows:

1. Alicia Ferrante, Esq. is hereby appointed as Municipal Prosecutor for one (1) year from January 15, 2024 to January 14, 2025 and the Mayor is authorized to execute a non-fair and open contract with Alicia Ferrante, Esq. to provide these services.
2. The required Business Entity Disclosure Certification and Political Contribution Disclosure Form shall be provided before execution of the contract and be placed on file with the resolution
3. A copy of this resolution shall be kept on file in the Township Clerk's Office.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

**CONTRACT FOR PROFESSIONAL SERVICES
PURSUANT TO N.J.S.A. 40A: 11-1 ET SEQ.**

AGREEMENT, made this 1st day of January, 2024 by and between the **TOWNSHIP OF VERNON, NJ** (hereinafter referred to as Township) and **Alicia Saavedra Ferrante, Esq.** (hereinafter referred to as the Contractor).

NOW, THEREFORE, in consideration of mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The term of this Agreement is from January 1, 2024 through December 31, 2024.
2. The Township shall pay to Contractor a sum of \$28,500.00 for attendance at all regularly scheduled court sessions beginning at approximately 9:00 am or 1:00 pm. The Township shall also pay to Contractor \$750.00 for any extra sessions outside the regularly scheduled court sessions. The Township shall also pay to Contractor an agreed upon hourly rate for any municipal appeals handled by the Contractor.
3. The Contractor or authorized designee shall perform the services and actions as the Township Prosecutor.
4. Contractor shall submit vouchers for payment in a manner required by the Township Manager.
5. The Contractor agrees to comply with the provisions of N.J.A.C. 17:27:5.3 and hereby incorporate by reference the Mandatory Equal Employment

Opportunity Language set forth in Exhibit A which is attached hereto and made a part hereof.

6. The Contractor has registered with the State of New Jersey pursuant to Public Law 2001, C. 134 and the Contractor Certification number is 1062234.
7. This contract has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services described herein. This contract was not awarded through the process described in N.J.S.A. 19:44A-20.4 et seq. The undersigned does attest that the Contractor, it's subsidiaries assigns and principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or N.J.S.A. 19:44A-16 in the one year period proceeding the award of the Contract (2005 excluded) that would affect it's eligibility to perform this contract nor will it make a reportable contribution during the term of this contract to any political party committee in the Township of Vernon if a member of the political party is serving in elective public office of Vernon when the contract is awarded or to any candidate committee of any person serving in an elective office of Vernon when the contract is awarded.
8. The Contractor has executed a Business Entity Disclosure Certification.
9. The Contractor is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271 3) if Contractor received contracts in excess of \$50,000 from public entities in a

calendar year. It is the responsibility of Contractor to determine if filing is necessary.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this _____ day of _____, 2024.

ATTEST:

TOWNSHIP OF VERNON

BY: _____
Marcy Gianattasio
Municipal Clerk

BY: _____
Anthony Rossi
Mayor

Alicia Saavedra Ferrante, Esq.
Municipal Prosecutor

TOWNSHIP OF VERNON

RESOLUTION #24-26

**RESOLUTION OF THE TOWNSHIP OF VERNON
APPOINTING A MUNICIPAL PUBLIC DEFENDER**

WHEREAS, the Township of Vernon ("Township") has a need for a Municipal Public Defender; and

WHEREAS, pursuant to N.J.S.A. 2B:24-3, a municipality may employ an attorney-at-law as the Municipal Public Defender; and

WHEREAS, John C. Grey, Jr, Esq has the necessary experience and qualifications to perform the duties of Municipal Public Defender; and

WHEREAS, N.J.S.A. 40A:11-5 specifically exempts professional services from provision of public bidding as provided in the Local Public Contracts Law; and

WHEREAS, the Township deems it in the best interests of the Township to appoint John C. Grey, Jr., Esq. as the Municipal Public Defender and to enter a non-fair and open contract to provide said services pursuant to the provisions of the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, John C. Grey, Jr., Esq. will complete and submit a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that John C. Grey, Jr., Esq. has not made any reportable contributions to a political or candidate committee in the Township of Vernon in the previous one year and that the contract will prohibit John C. Grey, Jr., Esq. from making any reportable contributions through the term of the contract to a political or candidate committee in the Township of Vernon; and

WHEREAS, the Chief Financial Officer has certified that there are sufficient funds available.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Vernon as follows:

1. John C. Grey, Jr., Esq. is hereby appointed as Municipal Public Defender for one (1) year from January 15, 2024 to January 14, 2025 and the Mayor is authorized to execute a non-fair and open contract with John C. Grey, Jr., Esq. to provide these services.
2. The required Business Entity Disclosure Certification and Political Contribution Disclosure Form shall be provided before execution of the contract and be placed on file with the resolution
3. A copy of this resolution shall be kept on file in the Township Clerk's Office.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

Irene Mills

From: jgrey63301@aol.com
Sent: Wednesday, November 29, 2023 4:01 PM
To: Irene Mills
Cc: Howard Burrell
Subject: Re: 2024 Professional Services
Attachments: VERNON PAY TO PLAY DOCS.pdf

Good afternoon:

Please see the attached PTP forms related to our services as **Public Defender** for the Township of Vernon.

We would seeking a compensation of \$550.00 per month.

Sincerely

John Grey Esq.
The Law Office of John C. Grey Jr.
3125 Route 10 East, Suite 2C
Denville NJ 07834
Phone: (201) 317-3973
Email: John@GreyLawOffice.com
Fax: (973) 201-1361

On Tuesday, November 28, 2023 at 12:59:13 PM EST, Irene Mills <imills@vernontwp.com> wrote:

Hello:

As a current vendor for professional services in Vernon Township, please submit your proposal for 2024 services as well as Pay-to-Play documents for review by the new Mayor, Anthony Rossi and Council. Attached is a blank PTP form for your convenience. Documents can be emailed or mailed to the Township Clerk at address below.

Thank you and please contact our office should you have any questions.

Irene Mills

TOWNSHIP OF VERNON

RESOLUTION #24-27

**Resolution Authorizing the Award of a Required Disclosure Contract
with “Lawsoft Inc. for Police Records Management System Fire Cad Software”**

WHEREAS, the Township of Vernon has a need for police records management system software, through Lawsoft Incorporated, 15 Hamburg Turnpike, Bloomingdale, N.J. as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS the anticipated term of this contract is for the year of 2024, and

WHEREAS, Lawsoft Incorporated, in the aggregate is expected to provide more than the pay to play threshold of \$17,500.00; and


WHEREAS, Lawsoft Incorporated, has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that Law Soft Incorporated has not made any reportable contributions to a political or candidate committee in the *Township of Vernon* in the previous one year, and that the contract will prohibit LawSoft Incorporated from making any reportable contributions through the term of the contract, and

WHEREAS, subject to the governing body approving future budgets the Chief Financial Officer hereby certifies that funds NOT TO EXCEED \$28,000.00 are available as follows;

Line Item: 4-01-25-240-20 and 4-01-25-260-20

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the Township of Vernon authorizes the Business Administrator to enter into a contract with Lawsoft Incorporated, not to exceed \$26,000.00 for the 2024 budget year; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and Personal Contribution Disclosure form, Determination of Value be placed on file with this resolution.

Certification of Funds Amount: not to exceed \$28,000.00 Accounts: 4-01-25-240-20 & 4-01-25-260-20 CMFO Signature: 

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						



Invoice

15 Hamburg Turnpike (Suite 2)
 Bloomingdale, NJ 07403
 Phone #: 973-250-8900
 Fax #: 973-250-8905

Date	Invoice #
12/6/2023	23-0582

Bill To
Township of Vernon Police Dept. 21 Church Street Vernon, NJ 07462

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			12/6/2023			

Qty	Item Code	Description	Unit Price	Amount
1	LawSoft Support	Annual recurring support for LawSoft / WTH CAD/RMS/Fire/EMS/GIS/911 for 2024	12,500.00	12,500.00
1	LawSoft Support	Support and Maintenance ERS interface / Fire Dept software Support and Maintenance	2,100.00	2,100.00
1	NIBRS Support	Support for NIBRS interface according to FBI & NJSP repository standards	500.00	500.00

Thank you for choosing LawSoft, Inc.
 Please remit to above address.
 Tax ID:01-0783246

Total: \$15,100.00



Invoice

15 Hamburg Turnpike (Suite 2)
 Bloomingdale, NJ 07403
 Phone #: 973-250-8900
 Fax #: 973-250-8905

Date	Invoice #
1/4/2024	24-0004

Bill To
Township of Vernon Police Dept. 21 Church Street Vernon, NJ 07462

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/4/2024			

Qty	Item Code	Description	Unit Price	Amount
12	IT SUPPORT	IT Support for 2024 24 x 7 Supplemental IT Support assisting Departmental IT personnel from Police Department with: Computer Network, Servers, Workstations, Printers, Switches, Firewalls, Routers and other computer devices. * Cost includes Cloud Backup Services	725.00	8,700.00

Total:			\$8,700.00
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TOWNSHIP OF VERNON

RESOLUTION #24-28

APPOINTING ADA COORDINATOR

WHEREAS, every municipality is required to designate an ADA Coordinator; and

WHEREAS, the ADA Coordinator’s role is to ensure the Township’s compliance with the Americans with Disabilities Act.

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Vernon that the Township Business Administrator Tina Kraus is hereby appointed as the ADA Coordinator for Vernon Township.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-29

APPOINTMENT OF PUBLIC AGENCY COMPLIANCE OFFICER

WHEREAS pursuant to the provisions of N.J.A.C. 17:27-1 the Township of Vernon is required to designate a Public Agency Compliance Officer on an annual basis; and

WHEREAS said Public Agency Compliance Officer shall act as the official liaison for all equal opportunity employment matters in the administration of public contracts; and

WHEREAS the Township designates the Township Business Administrator Tina Kraus as the Public Agency Compliance Officer for calendar year 2024;

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Vernon that it hereby designates the Township Business Administrator Tina Kraus as the Township’s Public Agency Compliance Officer for calendar year 2024; and

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a certified copy of this Resolution to the New Jersey Department of the Treasury Affirmative Action Office as required.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

**DIVISION OF CONTRACT COMPLIANCE &
EQUAL EMPLOYMENT OPPORTUNITY IN
PUBLIC CONTRACTS**



**DESIGNATION OF PUBLIC AGENCY COMPLIANCE OFFICER
(P.A.C.O)**

The designated Public Agency Compliance Officer (P.A.C.O) is:

Public Agency:	TOWNSHIP OF VERNON	
Name of P.A.C.O.:	Tina Kraus	
Title:	Township Business Administrator	
Business Address:	21 Church Street Vernon, NJ 07462	
Telephone:	973-764-4055	
Fax:	973-764-4799	
E-mail:	businessadmin@vernontwp.com	
Current Highest Elected or Appointed Official: Mayor	Anthony Rossi	

- No person currently serving as the P.A.C.O
- The P.A.C.O. will be appointed at the next Board/Council meeting. A copy of the resolution designating the appointee will be sent to the Division of Contract Compliance & Equal Opportunity Office.
- Additional technical assistance is requested

PUBLIC AGENCY OFFICIAL'S SIGNATURE

TOWNSHIP OF VERNON

RESOLUTION #24-30

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERNON
AUTHORIZING THE AWARD OF PAYROLL MANAGEMENT SERVICES AND
SOFTWARE VENDOR THROUGH THE
COMPETITIVE CONTRACTING PROCESS CC# 4-2019**

WHEREAS, the Township of Vernon has a desire to provide for provide for payroll management services and software offerings for the operation of its financial matters in accord with the New Jersey Local Fiscal Affairs Law; and

WHEREAS, such services are currently available to be provided through the competitive contracting process under the New Jersey Local Publics Contract Law, N.J.S.A. 40A:11-4.1, and for a period of five (5) years under N.J.S.A 40A:11-4.1 et. Seq., and

WHEREAS, the Township received Competitive Contract proposals, CC# 4-2019 on May 21, 2019 at 11:00 A.M.; and

WHEREAS, the Township authorized the competitive contract process though council approved resolution, in accord with the prescripts of N.J.S.A.40A:11-4.1 through resolution #19-95; and

WHEREAS, the Township established a rating committee rating the proposals upon the standards of price and other factors, those factors being Technical, Managerial and Cost factors in accord with N.J.A.C.5:34-4; and

WHEREAS, Action Data Services Inc., 17 Sherwood Lane, Fairfield, N.J. 07004, has provided a proposal deemed responsive and responsible under the New Jersey Local Publics Contract Law (N.J.S.A.40A:11-1 et. Seq.); and

WHEREAS, the report produced by the committee, recommending Action Data Services Inc, was made available to the public and governing body at least 48 hours prior to the meeting of the governing body in accord with N.J.S.A 40A:11-4.1 and N.J.A.C 5:34-4; and

WHEREAS, subject to the yearly extension of contract for a maximum of five (5) years with term ending May 20, 2024, the governing body approval of the 2024 budget the amount of contract is not to exceed:

2024	\$3,500.00
-------------	-------------------

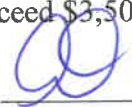
Subject to any yearly increases in accord with N.J.S.A.40A:11-15(a) thru (d); and

WHEREAS, the Chief Financial Officer hereby certifies that funds are available NOT TO EXCEED \$3,500.00 as follows:

2024 Current Budget - 4-01-20-130-20 FINANCE O/E

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Township of VERNON, County of Sussex, State of New Jersey, as follows:

The Vernon Township Mayor is hereby authorized to enter into a contract with Action Data Services Inc., 17 Sherwood Lane, Fairfield, N.J. 07004 through May 20, 2024 through resolution encompassing the scope of work and cost proposal as outlined within CC# 4-2019.

Certification of Funds Account: 4-01-20-130-20 Amount: not to exceed \$3,500.00 CMFO Signature: 
--

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

Contract Agreement

THIS AGREEMENT made and entered into this day of , 2024
BETWEEN:

TOWNSHIP OF VERNON,

a municipal corporation of the State of New Jersey, with offices located at the Municipal Building, 21 Church Street, Vernon, N.J., party of the first part, and hereinafter designated as the “TOWNSHIP”, and:

Action Data Services Inc., 17 Sherwood Lane, Fairfield, N.J. 07004

hereinafter designated as the “CONTRACTOR”

WHEREAS, the TOWNSHIP duly advertised for quotes for furnishing the following:

CC# 4-2019

WHEREAS, the Mayor and TOWNSHIP Council have accepted the bid of the contractor and authorized the execution of this Agreement as cited below.

NOW THEREFORE THE CONTRACTOR AND THE TOWNSHIP, in consideration of the mutual covenants herein, **DO HEREBY AGREE AND CONTRACT** as follows:

1. The Contractor shall and will provide all materials and perform all work required to complete all work in accordance with the Specifications and Contract Documents cited above to provide the following:

Description as per specifications found within CC# 4-2019 for the following costs: 8,523.79 subject to increases as outlined within N.J.S.A. 40A:11-15 (a) thru (d) the above documents, supplements and addenda are incorporated by reference and made a part of this contract. All documents are intended to supplement each other and together constitute a complete set of Specifications.

2. The Contractor declares and agrees that he will be responsible for the full performance and completion of all work to be done under this contract and by the execution hereof admits that he has carefully informed himself respect all conditions at the site and pertaining to the work to be done. All work shall be done in a workmanlike manner and in accordance with all applicable laws and regulations.

Contract Agreement

3. The TOWNSHIP will pay by Voucher and the Contractor will accept in full payment and consideration for performance of the Contractor's obligations hereunder:

Total Bid Price – \$8,523.79

4. All increases in labor rates and material costs that may develop during the performance of the work contemplated by this contract shall be assumed by the Contractor.
5. It is expressly understood that the parties hereof that this contract includes where applicable, the tenets, general conditions and legal requirements as complete within CC # 4-2019 as the source of the scope of work and measures of successful performance of the contract.
6. In addition to all other remedies and relief provided by other contract documents, including the Specifications, the Contract shall indemnify, hold and save harmless the Owner, its agents and all representatives thereof, from and against all loss, injury, cause of action, damage and liability to person or property in whatever form and will forever defend in the name of and on behalf of the Owner every suit or cause of action, even if groundless, seeking to enforce any such loss, injury, cause of action, damages and liability to person and property by reason of, arising out of, or in connection with this contract or contract documents, or the failure or neglect or conditions, the aforesaid being in addition to any other right or remedy which the Owner may have against the contractor in law or equity or otherwise.
7. The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or conditions, unforeseen, or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, and the failure of the Owner to insist upon strict performance of any terms, covenants, agreements, provisions or conditions in this contractor in the contract documents, in any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any such terms, covenants, agreements, provisions and conditions, the same shall be the remain in full force and effect with power and authority on the part of the Owner to enforce the same or cause the same to be enforced at anytime, without prejudice to the other rights which the Owner may have against the Contractor under this contract or the contract documents.
8. This contract shall inure to the benefit of and be binding to the parties hereto, their respective heirs, executors, administrators, successors and assigns, but it is expressly understood, covenanted, and agreed that this contract shall not be assigned, sold, subcontracted, pledged, mortgaged or set over the Contractor to any person, firm, corporation or association, except upon the expressed written consent of the Owner.

Contract Agreement

9. During the performance of this contract the Contractor agrees that he will fully comply with the Affirmative Action Requirements as outlined in the Specifications annexed to and incorporated in full in this contract document (P.L. 1975, c.127).

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its Mayor, attest by its Clerk and its official seal to be hereto affixed, and the said party of the second part has hereunto set his hand and seal or caused these presents to be signed by its proper officers and its corporate seal to be hereto affixed, the day and year first above written.

ATTEST:

TOWNSHIP OF VERNON

ATTEST:

VENDOR NAME

TOWNSHIP OF VERNON

RESOLUTION #24-31

**AUTHORIZING CHANGE ORDER #1 OF CONTRACT FOR PROPOSED
IMPROVEMENTS OF SANDHILL ROAD WITHIN
VERNON TOWNSHIP WITH DENVILLE LINE PAINTING, INC.**


WHEREAS, on August 28, 2023, by way of adoption of Resolution #23-227, the Council of the Township of Vernon awarded a contract to Denville Line Painting, Inc. for Line Striping on Sandhill Road which contract provided for an expenditure of \$12,181.57; and

WHEREAS, in a memo dated January 2, 2024, the Township Engineer states that the contract requires a Change Order #1 by the reduction of one (1) item in amount of \$350.20 and the addition of two (2) extra items in the amount of \$ \$1,968.19 for an increase in contract of \$1,617.99; and

WHEREAS, the Township Engineer, in concurrence with the Mayor, recommends approving Change Order No. 1 resulting in the increased contract amount of \$13,799.56.

NOW THEREFORE BE IT RESOLVED, by the Council of the Township of Vernon that it hereby approves the Township Engineer's recommendations and authorizes the Mayor to execute said Change Order No. 1 for said project resulting in the adjusted increased contract amount of \$13,799.56 for said project; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to Denville Line Painting, Inc. and the Township Engineer.

Certification of Funds Account: C-04-23-015-01 Road Improvements Amount: \$1,617.99 CMFO Signature: 

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS
Established 1969

HAROLD E. PELLOW, PRESIDENT
2022 Distinguished Engineering Service Award
from the NJ Society of Professional Engineers
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.

CORY L. STONER, EXEC. VICE PRESIDENT
NJ - P.E., NJ - P.P., NJ - C.M.E.

ANN PELLOW WAGNER
NJ - C.L.A., VA - C.L.A., PA - C.L.A.
(5126/84 - 7127/89)

MATTHEW J. MORRIS
NJ - L.L.A., NJ - P.P.

DAVID B. SIMMONS, JR., VICE PRESIDENT
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.
NY - P.E. & L.S., PA - P.E. & L.S.

THOMAS G. KNUTELSKY, ASSOCIATE
NJ - P.E., NJ - P.P.

January 2, 2024

MEMORANDUM TO: Mr. Howard Burrell, Vernon Township Mayor

FROM: Cory L. Stoner, P.E., C.M.E., Township Engineer

SUBJECT: FINAL PAPERWORK – Denville Line Painting, Inc.
Proposed Improvements to Sand Hill Road – Line Striping
Vernon Township, Sussex County
HPA No. 23-150

Dear Mayor,

Enclosed herewith please find the following final paperwork in reference to the above project:

1. Copy of Vernon Township Purchase Order No. 23-01157, Drawdown No. 1 & Final, in the amount of \$13,799.56 due Denville Line Painting, Inc. for work completed through November 16, 2023.
2. Estimate Certificate No. 1 & Final reflecting the final quantities.
3. Three (3) copies of Change Order No. 1 which reflect an adjusted contract amount of \$13,799.56. Kindly have an authorized Township representative sign and date all three copies on the line indicated *Presiding Officer*. Retain one copy for your file and **return the remaining two copies to this office**. We will forward one copy to Denville Line Painting, Inc.; upload one copy into PMRS for NJDOT Local Aid's records; and retain one copy for our records.
4. Letter dated December 27, 2023 from Robert Romano of Denville Line Painting certifying that all subcontractors and material suppliers utilized on this project have been paid in full.

Please ensure that Denville Line Painting, Inc. has provided all up-to-date payroll certifications prior to issuing payment for this project.

Very truly yours,

Cory L. Stoner, P.E., C.M.E.
HAROLD E. PELLOW & ASSOCIATES, INC.
Vernon Township Engineer

CLS:mac
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\23-150 - SAND HILL ROAD RESURFACING\LINE STRIPING\BURRELL2.DOC

Enclosures

cc: Denville Line Painting Inc.

TOWNSHIP OF VERNON

RESOLUTION #24-32

**AUTHORIZING THE MAYOR AND MUNICIPAL CLERK
TO SIGN AN AGREEMENT WITH THE COUNTY OF SUSSEX
FOR NUTRITION SITE PREMISES FOR SENIOR CITIZENS**

WHEREAS, Vernon Township has available space in the Senior Citizen Center; and

WHEREAS, there is a continuing need for space to offer meals to accommodate approximately 75 senior citizens per day; and

WHEREAS, the Township of Vernon has offered, for appropriate compensation, to allow the County of Sussex to utilize a portion of the Senior Citizen facility for the Vernon Nutrition Site Operation project as per attached agreement for the year 2024; and

WHEREAS, the agreement is attached hereto and made a part hereof; and

WHEREAS, the compensatory amount for the use of this facility is \$27,700.00 for the agreement year.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Vernon, New Jersey as follows:

1. That the Township Council of the Township of Vernon hereby authorizes and directs the Mayor and Township Clerk to execute the agreement between Vernon Township and the County of Sussex for use of the Vernon Township Senior Citizen Center for the Vernon Nutrition Site Project.
2. A certified copy of this Resolution shall be submitted to the Clerk of Sussex County and Jacquelyne Suarez, the Acting Director of the NJ Division of Local Government Services.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

COUNTY OF SUSSEX

*Clerk of the Board of County Commissioners
Sussex County Administrative Center
One Spring Street
Newton, NJ 07860
Tel: 973-579-0240
Fax: 973.383-1124*



*Christina Marks
Clerk of the Board/Confidential Aide
Email: cmarks@sussex.nj.us
Linda Miller
Confidential Assistant/Clerk Pro Tem
Email: lmiller@sussex.nj.us*

December 14, 2023

Vernon Township Department of Recreation and Community Development
21 Church Street
Vernon, NJ 07462

RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX TO ENTER INTO A SHARED SERVICE AGREEMENT WITH THE TOWNSHIP OF VERNON FOR THE MANAGEMENT OF THE VERNON CONGREGATE NUTRITION PROGRAM IN ACCORDANCE WITH THE PROVISION OF N.J.S.A. 40A:65-1 ET SEQ. FOR THE PERIOD OF JANUARY 1, 2024 TO DECEMBER 31, 2024 IN THE AMOUNT OF \$27,700.00

Dear Sir/Madam:

The above-captioned Resolution was adopted by the Sussex County Board of County Commissioners at its meeting held on December 13, 2023.

Enclosed please find a certified copy of the Resolution for your files. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Christina Marks". The signature is written in a cursive style.

Christina Marks
Clerk of the Board/Confidential Aide
Sussex County
Board of County Commissioners

Encl.



RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX TO ENTER INTO A SHARED SERVICE AGREEMENT WITH THE TOWNSHIP OF VERNON FOR THE MANAGEMENT OF THE VERNON CONGREGATE NUTRITION PROGRAM IN ACCORDANCE WITH THE PROVISION OF N.J.S.A. 40A:65-1 ET SEQ. FOR THE PERIOD OF JANUARY 1, 2024 TO DECEMBER 31, 2024 IN THE AMOUNT OF \$27,700.00

WHEREAS, the Township of Vernon operates a Senior Center which contains a fully operational and licensed kitchen capable of serving meals that meet all State of New Jersey requirements for the management and serving of meals for the congregate meal program for senior citizens; and

WHEREAS, the County of Sussex is in need of a manager and server for the Vernon Congregate Meal Site that is capable of serving meals that meet all State of New Jersey requirements for congregate meals for senior citizens and to work in concert with the Sussex County Department of Health and Human Services, Division of Senior Services to ensure contract compliance; and

WHEREAS, it would be mutually beneficial, efficient, and expedient for the parties to enter into this Agreement; and

WHEREAS, the County of Sussex has agreed to participate in a Shared Services Agreement in the manner and to the extent as outlined in the attached Agreement, which allocation of responsibility and cost, to the County of Sussex, shall not exceed \$27,700.00, and is also agreeable to the Township of Vernon; and

WHEREAS, the Township of Vernon has agreed to participate in the attached Shared Services Agreement in the manner and to the extent as outlined in the attached Agreement which allocation of responsibility and compensation is also agreeable to the County of Sussex; and

WHEREAS, the parties have the authority to enter into this Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Sussex that the Commissioner Director and the Clerk of the Board are hereby authorized to execute the attached Agreement; and

BE IT FURTHER RESOLVED that copies of this Resolution and Agreement shall be forwarded to the Vernon Township Council, 21 Church Street, Vernon, NJ 07462; Vernon Township Clerk, 21 Church Street, Vernon, NJ 07462; Vernon Township Department of Recreation and Community Development, 21 Church Street, Vernon, NJ 07462; Jacquelyn Suarez, Director, NJ Division of Local Government Services, P.O. Box 803, Trenton, NJ 08625.

Certified as a true copy of the Resolution adopted by the Board on the 13th day of December, 2023.



Christina Marks, Clerk of the Board
Board of County Commissioners
County of Sussex, New Jersey

RECORD OF VOTE						
COMMISSIONER	AYE	NAY	ABST	ABS	MOVE	SEC
Carney	✓					
Fantasia	✓					
Hayden	✓				✓	
Space	✓					✓
Yardley	✓					

ABST - Abstain

ABS - Absent

MOVE - Moved

SEC - Seconded

TOWNSHIP OF VERNON

RESOLUTION #24-33

RESOLUTION TO ADOPT A CASH MANAGEMENT PLAN-2024

BE IT RESOLVED by the Township Council of the Township of Vernon, County of Sussex, that for the year 2024, the following shall serve as the cash management plan of the Township of Vernon.

1. Cash Management and Investment Objectives

The Township of Vernon has the following objectives.

- A. Preservation of capital.
- B. Adequate safekeeping of assets.
- C. Maintenance of liquidity to meet operating needs.
- D. Investment of assets in accordance with State and Federal Laws and regulations.
- E. Maximize Yield.

2. Designation of Official Depositories

The following Government Unit Protection Act approved banks are authorized depositories for deposit of funds:

Lakeland Bank
Provident Bank
Valley National Bank
PNC Bank
JP Morgan Chase Bank

3. Cash Management

A. All funds shall be deposited within 48 hours of receipt in accordance with N.J.S.A. 40A:5-15

B. The Chief Financial Officer shall minimize the possibility of idle cash accumulating in accounts by assuring that any excess amounts not needed to cover expenses or in excess of negotiated compensating balances are kept in interest bearing accounts or promptly swept into the investment portfolio.

C. Investment decisions shall be guided by the cash flow projections prepared by the Chief Financial Officer.

4. Permissible Investments

- A. Certificates of Deposits.
- B. Savings and Loan Associations and Saving Bank Accounts.
- C. New Jersey Cash Management Plan
- D. Government Money Market Mutual Funds
- E. Local Government Investment Pools, such as MBIA Municipal Investors Service Corporation CLASS
- F. Short-Term Notes Issued to Local Governments and School Districts
- G. Any other obligations with maturities not exceeding 397 days, as permitted by the Division of Investments.

5. Authority for Investment Management

The Chief Financial Officer is authorized and directed to make investments on behalf of the Township. All investment decisions shall be consistent with this plan and all appropriate regulatory constraints.

6. Reporting

The Chief Financial Officer shall report to the Township Council investments in accordance with N.J.S.A. 40A: 5-15.2.

7. Audit

The Cash Management Plan shall be subject to annual audit conducted pursuant to N.J.S.A. 40A: 5-14.

8. Disposition of Abandoned Property

The Chief Financial Officer shall escheat to the State of New Jersey checks which remain outstanding for more than twelve months after the date of issuance.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-34

A RESOLUTION RENEWING THE GROUP DENTAL BENEFITS PROGRAM FOR ELIGIBLE EMPLOYEES AND THEIR COVERED DEPENDENTS THROUGH DELTA DENTAL OF NEW JERSEY, INC.

WHEREAS, the Township of Vernon, hereinafter referred to as the Township, provides dental benefits coverage to eligible employees and their covered dependents as part of the comprehensive Employee Health Benefits Program; and

WHEREAS, the Township's Health Benefits Consultant, as a matter of due diligence, examined the plan usage, claims data and network utilization and further, engaged in active negotiations for the renewal of the Township's Dental Program, which currently consists of the Premier Plus Advantage Plan and the PPO Plan, administered by Delta Dental of NJ, Inc. and,

WHEREAS, the Consultant was successful in securing a renewal for both the Premier Plus Advantage and PPO Plans, that:

Provides a 24-month renewal at 1.5% increase in Premium over the expiring, and
Ensures all coverages/benefits are unchanged from each respective plan.

NOW, THEREFORE BE IT RESOLVED, the Mayor and Council of the Township of Vernon, County of Sussex, State of New Jersey, hereby authorize the 24-month Renewal of the dental benefits contract with Delta Dental of New Jersey for the period **January 1, 2024** through **December 31, 2025**; and

BE IT FURTHER RESOLVED, the Governing Body does hereby authorize and affirm the implementation of this Renewal, which maintains the current plan design of benefits; thereby ensuring the moral and contractual obligation of the Township; and

BE IT FURTHER RESOLVED, the Township Administrator and CFO are hereby authorized and directed to execute the renewal documents in accordance with the existing terms and conditions of the Agreement with the renewal rate provisions, as promulgated herewith; and

BE IT FURTHER RESOLVED, a certified copy of this Resolution shall be forwarded to PIA Security Programs, A Division of World Insurance Associates, LLC; 429 Hackensack Street, P.O. Box 818 Carlstadt NJ, Health Benefits Consultant to the Township, the Township Chief Financial Officer and Municipal Auditor.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-35

ADOPTION OF 2024 TEMPORARY MUNICIPAL BUDGET

WHEREAS, The Local Budget Law, N.J.S.A. 40A:4-1 et seq., provides that until the official Annual Budget for the budget year is adopted, a temporary budget not exceeding 26.25% of the total of all appropriations including appropriations for debt service, capital improvement fund, and public assistance must be adopted covering the first quarter of the fiscal year; and

WHEREAS, N.J.S.A. 40A:4-1 et seq. further provides that the governing body of a municipality must adopt by resolution within the first thirty (30) days of the budget, by affirmative vote of the full membership of the governing body, a temporary budget; and

WHEREAS, the Township Council desires to establish temporary appropriations pursuant to the Local Budget Law; and

WHEREAS, total appropriations for the 2023 Annual Budget, exclusive of any appropriations for debt service, capital improvements, and public assistance was \$26,055,714.31; and

WHEREAS, up to 26.25% of total appropriations for the 2024 Annual Budget, exclusive of any appropriations for debt service, capital improvements, and public assistance is \$5,729,744.50 for a total of \$8,496,284.50;

NOW, THEREFORE BE IT RESOLVED by the Council of the Township of Vernon that the attached Schedule 'A' entitled "2024 Temporary Budget" is hereby approved.

SCHEDULE A: 2024 TEMPORARY MUNICIPAL BUDGET

Description	Temporary Appropriations
GENERAL ADMINISTRATION - S&W	44,250.00
GENERAL ADMINISTRATION - O/E	37,932.00
MAYOR & COUNCIL - S&W	11,813.00
MAYOR & COUNCIL - O/E	1,615.00
CLERK - S&W	47,000.00
CLERK - O/E	12,023.00
FINANCE - S&W	63,250.00
FINANCE - O/E	4,712.00
TECHNOLOGY - O/E	9,975.00
COLLECTION OF TAXES - S&W	42,000.00
COLLECTION OF TAXES - O/E	6,064.00
ASSESSMENT OF TAXES - S&W	56,000.00
ASSESSMENT OF TAXES - O/E	36,960.00
LEGAL SERVICES - O/E	90,300.00
ENGINEERING SERVICES - O/E	10,500.00
ECONOMIC DEVELOPMENT O/E	100.00
ENVIRONMENTAL COMMISSION - S&W	100.00
ENVIRONMENTAL COMMISSION - O/E	100.00
BEAUTIFICATION COMMITTEE - O/E	1,500.00
LAND USE BOARD - S & W	49,500.00
LAND USE BOARD - O/E	12,994.00
BUILDING DEPARTMENT - S&W	119,500.00
BUILDING DEPARTMENT - O/E	4,660.00
WORKERS COMP. INSURANCE - O/E	122,500.00
GROUP INSURANCE - O/E	937,500.00
GROUP INS. - HEALTH BENEFIT WAIVERS	13,125.00
OTHER INSURANCE - O/E	165,000.00
POLICE DEPARTMENT - S&W	1,150,367.00
POLICE DEPARTMENT - O/E	42,746.00
RADIO COMMUNICATIONS - S&W	115,287.75
RADIO COMMUNICATIONS - O/E	2,363.00
911 COMMUNICATIONS - S&W SHARED SRVC	3,750.00
OEM DEPARTMENT - S&W	3,125.00
OEM DEPARTMENT - O/E	3,544.00
VOLUNTEER EMERGENCY SERVICES	100,000.00
FIRE PREVENTION - S&W	46,250.00
FIRE PREVENTION - O/E	8,000.00
TWP. PROSECUTOR - O&E	8,925.00
ROAD REPAIRS & MAINT. - S&W	378,830.00
ROAD REPAIRS & MAINT. - O/E	184,375.00
RECYCLING S&W	6,563.00
RECYCLING - O/E	3,019.00
BUILDINGS & GROUNDS - S&W	13,515.00
BUILDINGS & GROUNDS - O/E	35,625.00

FLEET MANAGEMENT - S&W	70,000.00
FLEET MANAGEMENT - O/E	69,300.00
ANIMAL CONTROL - S&W	36,250.00
ANIMAL CONTROL - O/E	4,975.00
SEN CITIZENS - S&W	17,000.00
SEN. CITIZENS - ACTIVITIES -O/E	17,129.00
RECREATION - S&W	21,250.00
RECREATION - O/E	19,695.00
MAINTENANCE OF PARKS - S&W	50,138.00
MAINTENANCE OF PARKS - O/E	11,813.00
MUNICIPAL COURT - S&W	49,500.00
MUNICIPAL COURT - O/E	2,363.00
UTILITIES O/E	174,432.00
SEWER UTILITY-SCMUA	690,838.75
SOCIAL SECURITY - O/E	177,188.00
DEFINED CONTRIB RETIREMENT PROGRA	1,838.00
GRANT - MUNICIPAL ALLIANCE	7,472.00
MUNICIPAL SERVICES ACT O/E	250,000.00
SHARED SERVICE - ANIMAL CONTROL	21,355.00
SHARED SERVICE – FINANCIAL ADMIN.	23,025.00
SHARED SERVICES - SENIOR CITIZENS	6,925.00
2024 TEMP BUDGET IN CAP APPROPRIATIONS	5,729,744.50
CAPITAL PURCHASE OF VEHICLES	97,500.00
CAPITAL IMPROVEMENT FUND	300,000.00
PAYMENT OF BOND PRINCIPAL	2,105,000.00
INTEREST ON BONDS	264,040.00
2024 TEMP BUDGET O/S CAP APPROPRIATIONS	2,766,540.00
2024 TEMP BUDGET TOTAL APPROPRIATIONS	8,496,284.50

BE IT FURTHER RESOLVED that the Introduced Official Budget shall serve as the Temporary Budget pursuant to N.J.S.A. 40A:4-19.1 if the Director of the Division of Local Government Services extends the budget dates pursuant to N.J.S.A. 40A:4-5.1.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

 Marcy Gianattasio, RMC, CMR
 Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N						
DeBenedetto						
Higgins, W						
Rizzuto, P						
Sparta, B						

TOWNSHIP OF VERNON

RESOLUTION #24-36

AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE VERNON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY FOR THE PROVISION OF SNOWPLOWING SERVICES ON AN AS-NEEDED BASIS

WHEREAS, the Mayor and Council of the Township of Vernon, a municipal corporation of the State of New Jersey, and the Vernon Township Municipal Utilities Authority (VTMUA), a municipal utilities authority established pursuant to N.J.S.A. 40:14-B-1 et. seq., have determined that a Shared Service Agreement is in the best interest of the parties; and

WHEREAS, the VTMUA employs certain personnel and owns certain equipment, both of which are utilized in the day-to-day operations of the VTMUA, and can be utilized for snow removal services; and

WHEREAS, the Township's Department of Public Works, performs snow removal and ice pretreatment/treatment on roads and parking lots; and

WHEREAS, the Township has requested that the VTMUA assist the Township in the clearing of snow and/or pretreatment/treatment for ice on roads and parking lots located within the Township; and

WHEREAS, VTMUA is able and willing to assist the Township as detailed above provided that it be made whole for the costs associated with same; and

WHEREAS, the Township has agreed to same and will prepare and present a shared service agreement detailing the rights and obligations of the parties, which, at a minimum, will contain the obligation of the Township to pay the VTMUA the hourly rate for its employee utilized to perform snow removal and ice treatment/pretreatment services, along with ancillary costs such as fuel, employer expenses, etc. as needed; and

WHEREAS, the Township desires to execute a shared services agreement as detailed above.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Vernon, County of Sussex, and State of New Jersey, that the Mayor and Township Clerk are hereby authorized to execute a Shared Service Agreement between the Township and VTMUA for Snowplowing Services memorializing the terms and conditions above.

BE IT FURTHER RESOLVED, the effective date of this agreement shall be January 1, 2024; and a copy of the Agreement and this Resolution shall be sent to the State of New Jersey, Division of Local Government Services in the Department of Community Affairs.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

**SHARED SERVICE AGREEMENT BY AND BETWEEN
THE TOWNSHIP OF VERNON
AND
THE VERNON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

THIS SHARED SERVICE AGREEMENT (“Agreement”) is entered into this 1 day of January, 2024, by and between the Township of Vernon (“Township”), a public body corporate and politic of the State of New Jersey with offices located at 21 Church Street, Vernon, NJ 07462, and the Vernon Township Municipal Utilities Authority (“VTMUA”), a body politic and corporate of the State of New Jersey, with offices located at 21 Church Street, Vernon, NJ 07462.

In consideration of the covenants and promises contained in the Agreement, the Township and VTMUA agree as follows:

RECITALS

WHEREAS, the Township’s Department of Public Works, performs snow removal and ice pretreatment/treatment on roads and parking lots; and

WHEREAS, there may be times when the Township will need additional personnel and equipment for snow removal services, typically on an emergency basis when the Department of Public Works requires additional persons in order to adequately address snow removal in a timely manner and to address the health, safety and welfare of the community; and

WHEREAS, the Vernon Township Municipal Utilities Authority (the “VTMUA”) has agreed to make its employee available to the Township in such snow removal emergent circumstances and when requested by the Township provided that the costs to the VTMUA in providing such assistance shall be borne by the Township on a reimbursable basis (the “Services”); and

WHEREAS, the VTMUA has the skill and resources to perform the Services; and

WHEREAS, the Township has agreed to reimburse for the time and materials to the VTMUA in performing the Services on an emergent, as needed basis.

NOW THEREFORE, in consideration of the mutual covenants, conditions and Agreements contained herein, the Township and VTMUA agree as follows:

1. **RECITALS.** The above recitals are incorporated into the Agreement.
2. **TERM.** The term of the Agreement shall be for two (2) years, commencing January 1, 2024 and expiring December 31, 2025.

3. **SCOPE OF WORK.** The VTMUA agrees to direct its employee to provide Services to the Township when requested by the Township.
4. **DIRECTION OF WORK.** The Township, through its employees, shall identify with specificity the Services to be performed by the VTMUA. The VTMUA employee shall perform the Services in a safe and workmanlike manner in accordance with the direction provided to them by the Township.
5. **CONSIDERATION.** The Township agrees to compensate the VTMUA for its time, overhead expenses, and materials necessary to complete the work outlined in this Agreement.
6. **INDEMNIFICATION.** The Township hereby agrees to save, indemnify and hold harmless the VTMUA, its agents, and assigns, against any and all claims, obligations, judgments, demands for damages and expenses, including attorneys' fees, brought against the VTMUA arising out of or in connection to the VTMUA's work in performing the Services.

This Agreement is entered into the day and year first written above.

Attest:

VERNON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

By: _____

By: _____

Paul Kearney
VTMUA Chair

Dated: _____

Attest:

VERNON TOWNSHIP

By: _____

By: _____

Mayor Anthony Rossi

Dated: _____

TOWNSHIP OF VERNON

RESOLUTION #24-37

CONTINUATION OF THE BEAUTIFICATION COMMITTEE

WHEREAS, the Council of Vernon Township established a Beautification Committee via resolution 16-66 on February 8, 2016; and

WHEREAS, the Council of Vernon Township wishes to continue the Beautification Committee consisting of seven to nine members to be appointed by the Mayor.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon, County of Sussex, and State Of New Jersey, as follows:

1. The Beautification Committee established via Resolution No. 16-66 on February 8, 2016 is hereby continued.

BE IT FURTHER RESOLVED THAT, the Township Clerk shall send a certified copy of this resolution to the following:

- a. Chairperson of the Beautification Committee

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-38

CONTINUATION OF THE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

WHEREAS, the Council of Vernon Township established an Economic Development Advisory Committee via resolution 08-191 on October 9, 2008; and

WHEREAS, the Council of Vernon Township expanded the membership of the Economic Development Advisory Committee via resolution 09-88 to include two additional members on May 28, 2009; and

WHEREAS, the Council of Vernon Township wishes to continue the Economic Development Committee consisting of seven to eleven members to be appointed by the Mayor.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon, County of Sussex, and State of New Jersey, as follows:

1. The Economic Development Advisory Committee established via Resolution No. 08-91 on October 9, 2008 and expanded via Resolution No. 09-88 on May 28, 2009 is hereby continued.

BE IT FURTHER RESOLVED THAT, the Township Clerk shall send a certified copy of this resolution to the following:

- a. Chairperson of the Economic Development Advisory Committee

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-39

APPOINTMENT TO THE LAND USE BOARD

BE IT RESOLVED BY THE COUNCIL OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, and STATE OF NEW JERSEY, as follows:

1. That the following individual is hereby appointed as a member of the Vernon Township Land Use Board for a term specified as follows:

William Higgins Class III Term Expiring 1/15/2025

BE IT FURTHER RESOLVED THAT, the Township Clerk shall send a certified copy of this resolution to the following:

- a. Land Use Board Secretary

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-40

**RESOLUTION AUTHORIZING THE TRANSFER OF A FIREARM TO A
RETIRED VERNON TOWNSHIP POLICE OFFICER**

WHEREAS, the Township of Vernon (“Township”) has determined that the Sig Sauer P365, 9mm, firearm utilized by now Retired Cpl. Steve Gentle #56 is no longer needed for public use by the Vernon Police Department; and

WHEREAS, the Township has requested and obtained an estimate as to fair trade-in value of the weapon from Tri State Firearms Exchange, an authorized firearms dealer located at 280 State Route 94, Vernon, NJ 07462; and

WHEREAS, N.J.S.A. 40A:11-36 permits a municipality to sell, by private sale, personal property no longer needed for public use, when the fair value of the property to be sold does not exceed the applicable bid threshold; and

WHEREAS, N.J.S.A. 2C:58-2 regulates the sale of the firearms within the State of New Jersey and requires that firearms be sold exclusively through a licensed gun dealer; and

WHEREAS, in order to facilitate the sale of the Sig Sauer P365, 9mm, firearms to Retired Corporal Steve Gentle #56 for the estimated value of two-hundred twenty-five dollars (\$225.00); the firearm will be transferred to Tri State Firearms Exchange and the Township will receive two-hundred twenty dollars (\$225.00);

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Vernon, County of Sussex, State of New Jersey, that the transfer of the firearm identified herein to Tri State Firearms Exchange, and the sale of the firearm identified by serial number 66B771119 to Retired Corporal Steve Gentle for the amount of two-hundred twenty-five dollars (\$225.00), to be received prior to transfer, is hereby authorized.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

Tri-State Firearms Exchange LLC
280 Rt 94 Unit 1
Vernon NJ 07462

FFL 8-22-037-01-5D-01098
state lic # 3990

Vernon Township P.D.,

Attn: DSG Reid

My offer to purchase a department used Sig Sauer P365 (no optic cut) w/2 mags. in 80-90 % condition is \$225.00. If anything further is needed, feel free to contact me.

Regards,

Mike Casale

Owner/pres.

TOWNSHIP OF VERNON

RESOLUTION #24-41

**AUTHORIZING SIGNATURES ON TOWNSHIP CHECKS
PURSUANT TO N.J.S.A. 40A:5-16**

BE IT RESOLVED by the Council of the Township of Vernon that the following Township Officials are hereby authorized to sign checks, withdrawal slips or other bank related items with two out of the four below listed principal signatures being required:

- Mayor
- Business Administrator
- Chief Financial Officer
- Tax Collector
- Municipal Clerk

BE IT FURTHER RESOLVED that signature cards with the signatures of the persons authorized to sign be on file at all banks that presently have Township accounts.

This Resolution shall take effect immediately upon adoption according to law.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TOWNSHIP OF VERNON

RESOLUTION #24-42

RESOLUTION APPOINTING FUND COMMISSIONER

WHEREAS, the Township of Vernon (hereinafter “Local Unit”) is a member of the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 *et seq.*; and

WHEREAS, the Fund’s Bylaws require participating members to appoint a Fund Commissioner;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Vernon, that Tina Kraus, is hereby appointed as the Fund Commissioner for the Local Unit for the Fund year 2024; and

BE IT FURTHER RESOLVED that Donelle Bright, is hereby appointed as the Alternate Fund Commissioner for the Local Unit for the Fund Year 2024; and

BE IT FURTHER RESOLVED that the Local Unit’s Fund Commissioner is authorized and directed to execute all such documents as required by the Fund.

Name of Entity: Township of Vernon

By: _____
Anthony Rossi, Mayor

ATTEST:

Marcy Gianattasio, RMC

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Rizzuto, P.						
Sparta, B.						

TONWSHIP OF VERNON

ORDINANCE #24-01

**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% 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 Township of Vernon in the County of Sussex finds it advisable and necessary to increase its CY 2024 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the governing body hereby determines that a 1% increase in the budget for said year, amounting to \$197,710.49 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the governing body 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 years.

NOW THEREFORE BE IT ORDAINED, by the Township of Vernon, in the County of Sussex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2024 budget year, the final appropriations of the Township of Vernon shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$691,986.72, and that the CY 2024 municipal budget for the Township of Vernon be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any 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.