



**VERNON TOWNSHIP COUNCIL  
MEETING AGENDA  
APRIL 24, 2023 AT 7:00 PM**

**1. CALL TO ORDER**

**2. STATEMENT:** Adequate Notice of this Regular Meeting was provided to the public and the press on January 6, 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. ROLL CALL**

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

**6. REVIEW OF BILLS LIST**

**7. APPROVAL OF MINUTES**

March 27, 2023 – Regular Meeting

March 29, 2023 – Special Meeting

April 10, 2023 – Regular Meeting

**8. CONSENT AGENDA**

**Resolution #23-106:** Approving a Charitable Solicitor's Permit: Pochuck Valley Fire Department Inc

**Resolution #23-107:** Refund Overpayment (Block 465 Lot 28 Wells Fargo Real Estate Tax Services)

**Resolution #23-108:** Refund Overpayment (Block 531 Lot 160 Wells Fargo Real Estate Tax Services)

**Resolution #23-109:** Refund Overpayments (Various Block and Lots – Corelogic)

**Resolution #23-110:** Refund Overpayment (Block 451 Lot 77 – Title on Demand of NJ Inc.)

**Resolution #23-111:** Refund Overpayment (Block 542 Lot 7 – Weichert Title Group)

**Resolution #23-112:** Refund for Totally Disabled Veteran (Block 491 Lot 27 – Reffelt)

**Resolution #23-113:** Canceling Taxes for Total Disabled Veteran (Block 491 Lot 27 – Reffelt)

**Resolution #23-114:** Refund for Totally Disabled Veteran (Block 510 Lot 33 – Santana)

**Resolution #23-115:** Canceling Taxes for Total Disabled Veteran (Block 510 Lot 33 – Santana)

**Resolution #23-116:** Refund for Totally Disabled Veteran (Block 3 Lot 16 – Finnigan)

**Resolution #23-117:** Canceling Taxes for Total Disabled Veteran (Block 3 Lot 16 – Finnigan)

**Resolution #23-118:** Refund for Totally Disabled Veteran (Block 361 Lot 12 – Wallace)

**Resolution #23-119:** Canceling Taxes for Total Disabled Veteran (Block 361 Lot 12 – Wallace)

**Resolution #23-120:** Refund for Totally Disabled Veteran (Block 54 Lot 2 - Brennan)

**Resolution #23-121:** Refund for Totally Disabled Veteran (Block 54 Lot 2 – Brennan)

**Resolution #23-122:** Canceling Taxes for Total Disabled Veteran (Block 54 Lot 2 - Brennan)

**Resolution #23-123:** Refund for Totally Disabled Veteran (Block 462 Lot 24 - Koziel)

**Resolution #23-124:** Canceling Taxes for Totally Disabled Veteran (Block 462 Lot 24 - Koziel)

**Resolution #23-125:** Refund for Totally Disabled Veteran (Block 361 Lot 12 - Wallace)

**Resolution #23-126:** Authorizing the Award of a Required Disclosure Contract with Dewberry Engineers, Inc. Characterization of Fill Material – Wallace Property Located at 3 Silver Spruce Drive, Vernon Township, Sussex County

**Resolution #23-127:** Resolution of the Township of Vernon, County of Sussex, State of New Jersey, Authorizing the Procuring of Proprietary Software for Department of Public Works Operations through the Competitive Contracting Process

**Resolution #23-128:** Approving Active Volunteer Firefighter for Membership in the New Jersey State Fireman’s Association (Caratozzolo)

## **9. RESOLUTION**

**Resolution #23-129:** Self-Examination of the 2023 Budget Resolution (as required by DCA)

## **10. PUBLIC HEARING 2023 MUNICIPAL BUDGET**

### **11. BUDGET AMENDMENT RESOLUTION**

**Resolution #23-104:** A Resolution Amending Budget

## **12. ADOPTION OF THE 2023 MUNICIPAL BUDGET**

**Resolution #23-130:** Adoption of the 2023 Municipal Budget

## **13. PUBLIC HEARING/2<sup>ND</sup> READING OF ORDINANCES**

**Ordinance #23-12:** Bond Ordinance Providing for the Acquisition of a New Fire Truck by the Township of Vernon, In the County of Sussex, New Jersey, Appropriating \$845,300 Therefor and Authorizing the Issuance of \$320,300 Bonds or Notes of the Township for Financing Such Appropriation

**Ordinance #23-13:** Ordinance of the Township of Vernon, County of Sussex, State of New Jersey,  
Amending Chapter 94 of the Code of the Township of Vernon Regarding the Police Division

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

**15. MAYOR COMMENTS**

**16. COUNCIL COMMENTS**

**17. COUNCIL PRESIDENT COMMENTS**

**18. ADJOURNMENT**

April 20, 2023  
10:37 AM

Township of Vernon  
Check Register By Check Date

Page No: 1

Range of Checking Accts: First to Last      Range of Check Dates: 04/06/23 to 04/20/23  
Report Type: All Checks      Report Format: Condensed      Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num	Contract
PO #		Description				
10-001		GENERAL/CENTRAL CHECKING				
59596	04/20/23	1075E005 10-75 EMERGENCY LIGHTING LLC			435	
22-01146		Emergency Vehicle Lights	17,588.35			
59597	04/20/23	ACEWA005 ACE WALCO TERMITE & PEST CONTR			435	
23-00220		DPW - pest control services	70.23			
59598	04/20/23	ACMEM005 ACME MARKETS, INC			435	
23-00089		SC Program Supplies	19.26			
23-00101		Rec Program Supplies	118.73			
23-00349		SC St Patrick's Day Lunch	175.93			
			313.92			
59599	04/20/23	AIRGA005 AIR & GAS TECHNOLOGIES INC.			435	
22-01638		Fill station maintenance	1,228.00			
59600	04/20/23	ALICIO05 ALICIA SAAVEDRA FERRANTE, ESQ,			435	
23-00024		Prosecutor Services 2023	2,375.00			
59601	04/20/23	ALLIE020 ALLIED OIL			435	
23-00216		Municipal Fuel	18,689.79			
59602	04/20/23	ARROW005 ARROW FIRE PROTECTION			435	
23-00202		B&G - backflow testing	369.76			
59603	04/20/23	ATLAN015 ATLANTIC SALT, INC			435	
23-00449		ROAD SALT	38,252.09			
59604	04/20/23	BASSA005 BASSANI POWER EQUIPMENT			435	
23-00146		FLEET: REPAIR PARTS	38.85			
59605	04/20/23	BOBBI005 BOB & BILL'S SERVICE STATION			435	
23-00147		FLEET: TOWING	225.00			
59606	04/20/23	BRIDG005 BRIDGESTONE RETAIL OPERATIONS,			435	
23-00148		FLEET: RESTOCKING TIRES VES	683.52			
59607	04/20/23	BRIGH010 BRIGHTSPEED			435	
23-00534		Municipal Phone Services	821.11			
59608	04/20/23	BRUNI005 B & R UNIFORMS			435	
22-01567		New Hire Uniforms	938.80			
23-00286		Uniform Replacement- Damage	39.95			
			978.75			
59609	04/20/23	CAMPB010 CAMPBELL SUPPLY CO, LLC,			435	
22-00124		FLEET	1,583.04			
23-00136		FLEET: VARIOUS VES REPAIRS	182.30			
23-00139		FLEET: DPW VARIOUS REPARIS	12,509.13			

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
59609		CAMPBELL SUPPLY CO, LLC,	Continued		
23-00140		FLEET: VES REPAIRS	1,399.91		
			<u>15,674.38</u>		
59610	04/20/23	CANNI005 THE CANNING GROUP LLC			435
23-00023		QPA Services 2023	625.00		
59611	04/20/23	CHERR005 CHERRY VALLEY TRACTOR SALES, I			435
23-00151		FLEET: VARIOUS EQUIP REPAIRS	103.65		
59612	04/20/23	CHRIS055 CHRISTINE DE BONTE			435
23-00532		Refund for Community Garden Pl	40.00		
59613	04/20/23	CINTA005 CINTAS CORPORATION NO 2			435
23-00498		Municipal AED Maintenance	356.00		
59614	04/20/23	CLUTC005 DOVER BRAKE & CLUTCH			435
23-00137		FLEET: VES VARIOUS REPAIRS	34.09		
23-00138		FLEET: DPW VARIOUS REPAIRS	164.48		
			<u>198.57</u>		
59615	04/20/23	COPYC005 COPY CENTER OF VERNON LLC			435
23-00268		RECYCLING - materials receipts	332.00		
23-00479		Administrator Business Cards	60.00		
			<u>392.00</u>		
59616	04/20/23	CRYST005 CRYSTAL MOUNTAIN SPRINGS			435
23-00063		WATER COOLER SERVICE	502.38		
59617	04/20/23	CUSTO005 CUSTOM BANDAG INC			435
23-00154		FLEET: DPW TIRES	1,927.44		
59618	04/20/23	DAMST005 JANE DAMSTRA			435
23-00085		SC Mileage Donation Pickup	57.64		
59619	04/20/23	DELTA005 DELTA DENTAL PLAN OF NJ			435
23-00513		MARCH 2023	12,027.18		
23-00562		APRIL 2023	13,722.60		
			<u>25,749.78</u>		
59620	04/20/23	DO000005 WILLIAM J MARION, D.O.			435
23-00098		DPW CDL 2023 Physicals	150.00		
59621	04/20/23	DONNE015 RR DONNELLEY			435
23-00361		Township Envelopes	204.15		
59622	04/20/23	ELIZA005 ELIZABETHTOWN GAS CO			435
23-00553		Gas Serv. Municipal Facilities	1,620.83		
59623	04/20/23	ENTER020 ENTERPRISE FLEET MANAGMENT, INC			435
23-00257		FP Explorer Leases	2,982.69		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
59623		ENTERPRISE FLEET MANAGMENT, INC	Continued		
23-00464		car lease	528.27		
			<u>3,510.96</u>		
59624	04/20/23	FASTE005 FASTENAL COMPANY			435
23-00156		FLEET: VARIOUS SHOP SUPPLIES	594.89		
23-00157		FLEET: RSTOCKING SAFETY SUPPLI	300.79		
			<u>895.68</u>		
59625	04/20/23	GAETA005 GAETA RECYCLING CO., INC			435
23-00082		CONTAINER SERVICE	1,784.27		
59626	04/20/23	GALLS005 GALL'S, LLC			435
22-01423		Quick clot Gauze	907.09		
59627	04/20/23	GIANA005 MARCY GIANATTASIO			435
23-00495		Zoom Webinar 3/25/23-4/24/23	59.70		
59628	04/20/23	GLENW030 GLENWOOD/POCHUCK AMB. CORP.			435
23-00040		DPW	260.00		
59629	04/20/23	GPCNA005 GPC-NAPA Auto Parts			435
23-00124		FLEET: DPW VARIOUS REPAIR PART	980.57		
59630	04/20/23	GRANI005 GRANICUS, LLC			435
23-00509		STR Registration Program	6,734.48		
59631	04/20/23	HAROL005 HAROLD E PELLOW AND ASSOC, INC		04/20/23 VOID	0
59632	04/20/23	HAROL005 HAROLD E PELLOW AND ASSOC, INC			435
23-00492		Highlands Exemption Engineer	84.00		
23-00544		Roads, Trail, Water, Park Lights	1,184.30		
23-00545		Muni Eng, LDPs, Stormwater	2,554.75		
23-00554		Municipal Engineering LDP	283.25		
			<u>4,106.30</u>		
59633	04/20/23	HERAL005 NEW JERSEY HERALD			435
23-00175		Legal Advertising	16.38		
23-00392		ADVERTISING TAX SALE	18.72		
			<u>35.10</u>		
59634	04/20/23	HHAUT005 H & H AUTO PARTS OF VERNON			435
23-00114		FLEET: VES VARIOUS PARTS	21.25		
23-00121		FLEET: DPW VARIOUS PARTS	526.35		
			<u>547.60</u>		
59635	04/20/23	HIGHL025 HIGHLAND LAKES VOLUNTEER FIRE			435
23-00496		Fire Dept Reimbursements Mar23	11,378.11		
59636	04/20/23	HOOVE005 HOOVER TRUCK CENTERS, INC			435
23-00122		FLEET:FREIGHTLINER/STERLING RE	3,852.32		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
59637	04/20/23	INTEG010 INTEGRATED MICRO SYSTEMS, INC			435
		23-00497 IT Services April 2023	2,400.00		
59638	04/20/23	JCPL0005 JCP&L			435
		23-00531 Electric Muni Facil Mar 2022	7,602.59		
		23-00552 Electric Muni Facil Mar 2022	8,273.02		
			<u>15,875.61</u>		
59639	04/20/23	JDSAL005 NEXGEN POWER EQUIPMENT INC			435
		23-00162 FLEET: WATER RECYCLER MAINT.	225.00		
59640	04/20/23	JEMEL005 JEM ELECTRIC LLC			435
		23-00227 B&G - electrical repairs	745.00		
		23-00332 EMERGENCY	1,270.00		
			<u>2,015.00</u>		
59641	04/20/23	JESCO005 JESCO, INC.			435
		23-00125 FLEET: VARIOUS JOHN DEER REPAI	57.39		
59642	04/20/23	JOHNS020 JOHNNY ON THE SPOT DBA UNITED			435
		23-00103 Porta Potty Rentals	408.10		
59643	04/20/23	KUNZO005 APRIL A KUNZ-OLEKSY			435
		23-00087 SC Exercise Programs	480.00		
59644	04/20/23	LOWES005 LOWE'S HOME CENTERS INC			435
		23-00577 Comm Garden Water System	100.60		
59645	04/20/23	MAINT005 SPORTCARE SYNTHETIC FIELD MAIN			435
		23-00314 Deep Groom/Decompaction 3 Turf	4,200.00		
59646	04/20/23	MCAFE005 MC AFEE FIRE DEPT.			435
		23-00485 Reimburse Monthly Feb 2023	3,838.29		
59647	04/20/23	MCAFE010 MC AFEE HARDWARE CO., INC.			435
		22-00873 Animal Control Supplies	241.75		
		23-00028 B&G - miscellaneous items	42.99		
			<u>284.74</u>		
59648	04/20/23	MCICO005 MCI COMMUNICATIONS SERVICES, I			435
		23-00550 Long Distance Services Mar 23	1,094.43		
59649	04/20/23	MILLS010 IRENE M MILLS			435
		23-00521 Personnel Supplies	58.99		
59650	04/20/23	MONTA015 MONTAGUE TOOL & SUPPLY			435
		23-00127 FLEET:SMALL ENGINE/SHOP SUPPLI	60.46		
		23-00194 DPW SAFETY EQUIPMENT	160.74		
			<u>221.20</u>		
59651	04/20/23	NATIO005 NATIONAL ASSN OF FIELD TRAININ			435
		23-00505 Basic Field Training Officer	350.00		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description			Contract	
10-001		GENERAL/CENTRAL CHECKING	Continued		
59652	04/20/23	NJASS015 NJ Assoc Plumb-Heat-Cool			435
	23-00382	CODE BOOKS	213.00		
59653	04/20/23	NJSTA010 NJ ST ASSOC OF POLICE CHIEFS			435
	23-00504	Open Public Records Act	598.00		
59654	04/20/23	NORTH010 NORTH CHURCH GRAVEL, INC			435
	23-00438	ROAD GRITS	784.15		
59655	04/20/23	NORTH015 NORTH EAST PARTS GROUP LLC			435
	23-00130	FLEET:VARIOUS VES REPAIR PARTS	490.23		
	23-00131	FLEET:DPW VARIOUS REPAIR PARTS	85.29		
			575.52		
59656	04/20/23	NORTH050 NORTHEAST COMMUNICATIONS INC			435
	22-01310	computer mount traffic veh	1,099.02		
59657	04/20/23	NYE2P005 NY E-Z PASS			435
	23-00585	TOLLS	29.66		
59658	04/20/23	OPTIM005 Optimum			435
	23-00047	Police Cable	9.95		
	23-00530	DPW & Sr Ctr Cable Services	34.85		
			44.80		
59659	04/20/23	PERAL005 PEARL OBSERVATORY			435
	23-00526	Night Under the Stars Event	350.00		
59660	04/20/23	PITNE005 PITNEY BOWES INC			435
	23-00395	Office Equipment Maint Renewal	252.00		
59661	04/20/23	POCHU010 POCHUCK VALLEY FIRE DEPT.			435
	23-00506	Fire Dept Reimbursemt 2023	20,074.28		
59662	04/20/23	POWER010 POWERDMS, INC			435
	23-00476	PowerDMS Subscription-PD	4,615.18		
59663	04/20/23	RIVER020 RIVERVIEW PAVING, INC.			435
	21-01348	Barrett Road Improvements	3,231.88		
	21-01350	Glenwood Mtn Rd Improvement	2,447.71		
			5,679.59		
59664	04/20/23	ROUTE005 ROUTE 23 AUTO MALL LLC			435
	23-00133	FLEET:VARIOUS FORD VEHICLE PAR	117.18		
59665	04/20/23	SFBO0005 S-F BOOSTER, INC			435
	23-00480	Field Deposit Refund	1,000.00		
59666	04/20/23	SPECI005 SPECIALTY AUTOMOTIVE EQUIP.			435
	23-00489	ANNUAL SAFETY INSPECTIONS	1,000.00		



Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
59667	04/20/23	SPOHN005 Spohn Ranch, Inc.			435
	21-01137	Bicycle Pump Track Bid 20-065	14,635.72		
59668	04/20/23	STAND005 STANDARD INSURANCE CO.			435
	23-00511	APRIL 2023	1,070.44		
59669	04/20/23	STATE095 STATE TOXICOLOGY LABORTORY			435
	22-00040	Police Drug Testing	270.00		
59670	04/20/23	SUEZW005 VEOLIA WATER NEW JERSEY, INC.			435
	23-00560	Municipal water Service Mar 23	2,537.78		
59671	04/20/23	SUSSE015 SUSSEX CO ASSESSOR'S ASSN			435
	23-00450	Membership Dues 2023	175.00		
59672	04/20/23	SUSSE080 SUSSEX COUNTY CLERK			435
	23-00529	Recording Ord #23-02	8.00		
59673	04/20/23	SUSSE095 SUSSEX COUNTY M.U.A.			435
	23-00055	RECYCLING PLASTIC	72.00		
59674	04/20/23	SUSSE170 SUSSEX RURAL ELECTRIC CO-OP			435
	23-00555	Munic Facil Electric Serv Mar	677.56		
59675	04/20/23	TECHS005 TECH SOLUTIONS GROUP			435
	23-00508	Replacement Part MGP Scoreboar	200.00		
59676	04/20/23	TELEP005 WARWICK VALLEY TELEPHONE			435
	23-00051	Police- Digital Radio	156.08		
	23-00052	Police- Live Scan	82.68		
	23-00487	Municipal Phone Service Mar 23	3,492.60		
	23-00533	Phone Serv Police Lines(997)	731.71		
			<u>4,463.07</u>		
59677	04/20/23	TILCO005 TILCON NEW YORK, INC			435
	22-01041	Old Coach Pleasant Valley Rd	3,984.77		
	22-01058	Various Street Improvements	12,155.18		
	23-00173	DPW - FOR HOT ASPHALT	2,121.17		
			<u>18,261.12</u>		
59678	04/20/23	TREAS005 TREASURER STATE OF NJ			435
	23-00451	ANNUALINSPECTION OF MUNI ELEV	378.00		
59679	04/20/23	USPOS005 US POSTAL SERVICE			435
	23-00510	Postage-Municipal Dept Mar-May	10,000.00		
59680	04/20/23	VALLE010 VALLEY PAINT & HARDWARE			435
	23-00096	PAINTING SUPPLIES	198.76		
59681	04/20/23	VERIZ005 VERIZON			435
	23-00493	Phone Service April 2023	122.73		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
59682	04/20/23	VERIZ010 VERIZON WIRELESS			435
		23-00494 Municipal CellPhone Serv Mar23	956.36		
59683	04/20/23	VERIZ015 VERIZON WIRELESS			435
		23-00048 MDT Airtime	592.19		
59684	04/20/23	VERNO120 VERNON TWP BOARD OF EDUCATION			435
		23-00514 Current Expense April 23	1,789,518.60		
59685	04/20/23	VISIO005 VISION SERVICE PLAN			435
		23-00512 MARCH 2023	2,003.26		
		23-00561 APRIL 2023	2,003.26		
			<u>4,006.52</u>		
59686	04/20/23	WEINE005 WEINER LAW GROUP LLP			435
		23-00116 work Performed	442.00		
59687	04/20/23	WELLS050 WELLS FARGO VENDOR FINANCIAL			435
		23-00027 Copier Lease Clerk Office	186.14		
59688	04/20/23	ZONES005 ZONE STRIPING, INC			435
		21-00265 Breakneck Raised Pavement Mkrs	144.13		
Checking Account Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks:	92	1	2,081,246.22
		Direct Deposit:	0	0	0.00
		Total:	92	1	2,081,246.22
12-001		PLANNING/ZONING			
4520	04/18/23	HAROL005 HAROLD E PELLOW AND ASSOC, INC			434
		23-00563 april various lub payment	1,329.75		
4521	04/18/23	WEINE005 WEINER LAW GROUP LLP			434
		23-00564 april various lub payments	158.00		
Checking Account Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks:	2	0	1,487.75
		Direct Deposit:	0	0	0.00
		Total:	2	0	1,487.75
Report Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks:	94	1	2,082,733.97
		Direct Deposit:	0	0	0.00
		Total:	94	1	2,082,733.97

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	2-01	10,804.02	0.00	0.00	10,804.02
CURRENT FUND	3-01	2,011,859.80	84.00	0.00	2,011,943.80
CAPITAL FUND	C-04	38,882.71	0.00	0.00	38,882.71
ESCROW	E-12	1,487.75	0.00	0.00	1,487.75
OTHER TRUST	T-14	13,925.09	0.00	0.00	13,925.09
RECREATION TRUST	T-16	5,690.60	0.00	0.00	5,690.60
	Year Total:	19,615.69	0.00	0.00	19,615.69
Total of All Funds:		2,082,649.97	84.00	0.00	2,082,733.97

**Action Data Services**  
**0577 Township of Vernon**

**Payroll Summary**

**Page: 1**

Run: 05772307 Pay Date: Friday 4/14/23 Pay Period: 07 Type: Regular Schedule: 1

Taxable Wages	Current	Qtr To Date	Year To Date	
Federal Income	317,576.75	317,576.75	2,344,311.93	
FICA - Social Security	351,398.99			
FICA - Medicare	351,398.99	351,398.99	2,579,923.99	
State Income	376,206.35	376,206.35	2,750,820.95	
State Unemployment	299,012.94	299,012.94	2,607,152.49	
State FLI / DIS	371,029.08	371,029.08	2,712,801.65	
<b>Amount Your Account Will Be Debited:</b>			<b>141,858.14</b>	
	Employer Share	Employee Share	Total	ADS
<b>Federal Taxes</b>				
Federal Income Tax		36,417.81	36,417.81	*
Social Security 6.200% / 6.200%	21,786.80	21,786.80	43,573.60	*
Medicare 1.450% / 1.450%	5,095.28	5,095.28	10,190.56	*
<b>Total Federal Taxes</b>	<b>26,882.08</b>	<b>63,299.89</b>	<b>90,181.97</b>	
<b>NJ State Taxes</b>				
NJ State Income Tax		14,828.37	14,828.37	*
NJ Unemployment / 0.425%		1,270.83	1,270.83	*
NJ Family Leave / 0.060%		222.65	222.65	*
<b>Total NJ State Taxes</b>		<b>16,321.85</b>	<b>16,321.85</b>	
<b>Public Employees Retirement System</b>				
PERS Pension		12,652.39	12,652.39	*
PERS Back Deduction		77.53	77.53	*
PERS Pension Loan		2,905.84	2,905.84	*
PERS Pension Arrears		57.20	57.20	*
PERS Contributory Insurance		843.52	843.52	*
<b>Total PERS Pension</b>		<b>16,536.48</b>	<b>16,536.48</b>	
<b>Police And Firemans Retirement System</b>				
P&F Pension		16,173.77	16,173.77	*
P&F Pension Loan		2,644.07	2,644.07	*
<b>Total P&amp;F Pension</b>		<b>18,817.84</b>	<b>18,817.84</b>	
<b>DCRP Contribution</b>				
DCRP Contribution	273.21	371.05	644.26	
<b>Total DCRP Contribution</b>	<b>273.21</b>	<b>371.05</b>	<b>644.26</b>	
<b>Agency / Deductions</b>				
Child Support		552.51	552.51	
Aflac Post Tax		201.22	201.22	
Trans Wo		510.00	510.00	
POL/FIRE		49.17	49.17	
Dues AFSCME D		464.60	464.60	
Dues UAW		345.60	345.60	
Valic 457		3,947.50	3,947.50	
Lincoln 457		600.00	600.00	
Dues PBA		800.00	800.00	
AFLAC Pre Tax		537.78	537.78	
FSA Dependent Care		195.00	195.00	
Medical Pre Tax		23,436.67	23,436.67	
FSA Medical		637.91	637.91	
<b>Total Agency / Deductions</b>		<b>32,277.96</b>	<b>32,277.96</b>	

	Employer Share	Employee Share	Total	ADS
<b>Net Pay</b>				
Net Checks		13,979.83	13,979.83	
Net Deposits Checking		203,824.05	203,824.05	
Net Deposits Savings		1,764.63	1,764.63	
Partial Checking		5,400.00	5,400.00	
Partial Savings 1		1,650.00	1,650.00	
Partial Savings 2		270.00	270.00	
<b>Total Net Pay</b>		<b>226,888.51</b>	<b>226,888.51</b>	
<b>Grand Totals</b>				
Taxes, Pension, Agency, & Net Pay	27,155.29	374,513.58	401,668.87	
<b>Payroll Funding</b>				
Gross Payroll		374,513.58		
<b>Total Payroll Funding</b>	27,155.29	374,513.58	401,668.87	
<b>Gross Earnings</b>				
Regular		355,536.15	355,536.15	
Overtime		5,388.23	5,388.23	
Adjustment		613.19-	613.19-	
Sgnt Pay		196.68	196.68	
Sgnt Overtime		68.69	68.69	
Benefit		1,528.46	1,528.46	
Longevity		5,858.72	5,858.72	
On Call		350.00	350.00	
Dispatch Lunch		574.44	574.44	
VC Payout		859.85	859.85	
Outside		2,125.55	2,125.55	
Health Care Stipend		2,385.83	2,385.83	
Stipend		104.17	104.17	
Cell Phone		150.00	150.00	
<b>Total Gross Earnings</b>		<b>374,513.58</b>	<b>374,513.58</b>	
<b>Taxable / Non Taxable / Other</b>				
Group Life		1,692.77	1,692.77	
<b>Total Txbl/Non Taxable/Other</b>		<b>1,692.77</b>	<b>1,692.77</b>	
<b>Deductions Summary</b>				
Total Taxes	26,882.08	79,621.74	106,503.82	
Total Pension		35,354.32	35,354.32	
Total DCRP	273.21	371.05	644.26	
Total Agency		32,277.96	32,277.96	
<b>Total Deductions</b>	<b>27,155.29</b>	<b>147,625.07</b>	<b>174,780.36</b>	

**TOWNSHIP OF VERNON**

**RESOLUTION #23-106**

**APPROVING A CHARITABLE SOLICITOR’S PERMIT: POCHUCK VALLEY FIRE DEPARTMENT INC.**

**WHEREAS**, Pochuck Valley Fire Department, 13 Lake Wallkill Road, Sussex, NJ 07461, has made application for a Charitable Roadside Solicitor’s Permit for the purposes of soliciting funds on May 27, 2023, July 1, 2023 and September 2, 2023 on County Route 565 at the intersection of Lake Wallkill Road; and

**WHEREAS**, in accordance with Ordinance 18-12, the Vernon Township Police Department has reviewed the necessary application found that all documentation is in order.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Vernon that approval be granted for a Charitable Roadside Solicitor’s Permit for Pochuck Valley Fire Department, 13 Lake Wallkill Road, Sussex, NJ 07461 on May 27, 2023, July 1, 2023 and September 2, 2023 from 8:00 am to 5:00 pm on County Route 565 at the intersection of Lake Wallkill Road as depicted on the attached map, subject to the approval of the County of Sussex and State of New Jersey as needed.

**BE IT FURTHER RESOLVED** that the Township Clerk is hereby authorized to issue a Charitable Roadside Solicitor’s Permit to the aforesaid applicant in accordance with Chapter 428 of the Code of the Township of Vernon upon receipt of the approval from the County of Sussex.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						



**Vernon Township**  
Township Clerk's Office  
21 Church Street  
Vernon, NJ 07462  
Tel: 973.764.4055, ext. 2234 • Fax: 973.764.6393  
www.vernontwp.com

## Charitable Solicitation Permit Application

<b>Date of application:</b>	4/3/23
<b>Application type:</b>	<input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal

ORGANIZATION INFORMATION	
Name of Organization Represented Pochuck Valley Fire Department Inc	Tel. Number
Address 13 Lake Wallkill Road Sussex, NJ 07461	
Name of individual directly in charge of conducting the solicitation: John Cosh	
Address of individual directly in charge of conducting the solicitation: [REDACTED]	
SOLICITATION INFORMATION	
Purpose of Solicitation Raise money for the departments operating budget	
Estimated amount of funds proposed to be raised: 2500	
Specific statement showing the need for the solicitation: Money goes towards the operating budget to run and maintain the fire department	
Provide a brief outline of the method to be used on conducting the solicitation: Road collection per the filed engineered map	
SOLICITOR(S) INFORMATION	
Provide the name and address of every individual who will be making the proposed solicitation <i>(attach more paper if necessary)</i>	
Name	Address
1. On file department members	
2.	
3.	
4.	

**Charitable Solicitation Permit Application**  
Continued page 2 of 2

**Vernon Township**  
21 Church Street • Vernon, NJ 07462  
Tel: 973.764.4055, ext. 2234 • Fax: 973.764.6393  
www.vernontwp.com

<p><b>DATE/TIME/DURATION INFORMATION</b></p> <p>Provide the time and dates when the solicitation will be made, including the beginning and ending dates of the solicitation:</p> <p>5/27/23 8am-5pm 7/1/23 8am-5pm 9/2/23 8am-5pm</p>
<p><b>WAGE, FEE, COMMISSION, EXPENSE INFORMATION</b></p> <p>Provide the amount of any wages, fees, commissions, or expenses to be paid to any person or organization for conducting the solicitation and the names and addresses of all such persons:</p> <p>N/A</p>
<p>Provide a full statement to the effect that if the permit is approved, it will not be used or represented in any way as an endorsement of the proposed solicitation by the township or by any of its officers or departments:</p> <p><i>N/A F.D. operating Fund</i></p>

**Please provide a copy of the ruling from the Internal Revenue Service in which it determined that your organization is a charitable organization under the rules of the Internal Revenue Code so that donations made to your organization are tax deductible. If such determination has not been applied for, indicate whether your organization intends to seek such recognition.**

I hereby certify that the information contained in this application is complete, accurate and truthful to the best of my knowledge and belief. I understand that if any statement made is willfully false or incomplete, I may be subject to penalties as provided by law and have this application denied.

I hereby acknowledge that the provisions of Chapter 428 of Vernon Township's code entitled "Peddling and Soliciting" are understood and that if I violate any of the provisions, I am subject to appropriate penalties and/or license revocation.

I consent to Vernon Township's obtaining copies of my driving record from the appropriate public agency and Criminal History Record Information from the New Jersey State Police, State Bureau of Identification.

  
Signature of Authorized Applicant

Print Name/Title <i>Chief</i>	Date <i>4/13/23</i>
----------------------------------	------------------------

FOR OFFICIAL USE ONLY			
DATE REC'D			
CHIEF OF POLICE	<input type="checkbox"/> YES <input type="checkbox"/> NO	DATE:	TOWNSHIP COUNCIL <input type="checkbox"/> YES <input type="checkbox"/> NO R #:
PERMIT ISSUED	<input type="checkbox"/> YES <input type="checkbox"/> NO	DATE:	PERMIT #





**GENERAL NOTES AND REGULATIONS AS PER N.J.A.C. 17:27, CHARITABLE SOLICITATION OR PERMIT PLAN.**

1. ALL EXCAVATIONS SHALL BE MADE WITH A PERMIT AS ISSUED BY THE COUNTY OF SUSSEX COUNTY. A COPY OF THE PERMIT SHALL BE KEPT ON THE JOB AT ALL TIMES AND SHALL BE AVAILABLE TO ANY COUNTY OFFICIAL AT ANY TIME.
2. EXCAVATIONS SHALL NOT BE MADE IN VIOLATION OF THE RULES OF THE COUNTY OF SUSSEX COUNTY. EXCAVATIONS SHALL BE MADE IN ACCORDANCE WITH THE RULES OF THE COUNTY OF SUSSEX COUNTY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE COUNTY OF SUSSEX COUNTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE COUNTY OF SUSSEX COUNTY.
4. EXCAVATIONS SHALL NOT BE MADE IN VIOLATION OF THE RULES OF THE COUNTY OF SUSSEX COUNTY. EXCAVATIONS SHALL BE MADE IN ACCORDANCE WITH THE RULES OF THE COUNTY OF SUSSEX COUNTY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE COUNTY OF SUSSEX COUNTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE COUNTY OF SUSSEX COUNTY.

**TRAFFIC CONES**

POCHUCK VALLEY FIRE DEPARTMENT  
COUNTY  
**CHARITABLE SOLICITATION**  
ON  
**SUSSEX COUNTY ROUTES 667 & 667**  
SUSSEX COUNTY - SUSSEX COUNTY, NEW JERSEY

**PERMIT PLAN**

**CORY L. STONER, P.E.**  
NEW JERSEY PROFESSIONAL ENGINEER NO. 34,128, Exp. 06/30/2017

DATE: 4-16-18

Date: 4-16-18  
 Cory L. Stoner, P.E.  
 New Jersey Professional Engineer No. 34,128, Exp. 06/30/2017

**TOWNSHIP OF VERNON**

**RESOLUTION #23-107**

**REFUND OVERPAYMENT**

**(Block 465 and Lot 28 Wells Fargo Real Estate Tax Services)**

**BE IT RESOLVED**, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to Wells Fargo Real Estate Tax Services in the amount of \$1355.47 representing refund for overpayment of the following property taxes:

<b>OWNER</b>	<b>BLOCK</b>	<b>LOT</b>	<b>REFUND AMOUNT</b>
<b>Zaloum</b>	<b>465</b>	<b>28</b>	<b>\$1355.47</b>
		<b>TOTAL:</b>	<b>\$1355.47</b>

Zaloum- refund for overpayment totaling \$1355.47 of 3rd qtr. 2022 property taxes for Block 465 Lot 28 also known as 102 Poplar Lane, Highland Lakes, NJ 07422.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-108**

**REFUND OVERPAYMENT**

**(Block 531 and Lot 160 Wells Fargo Real Estate Tax Services)**

**BE IT RESOLVED**, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to Wells Fargo Real Estate Tax Services in the amount of \$635.49 representing refund for overpayment of the following property taxes:

<b>OWNER</b>	<b>BLOCK</b>	<b>LOT</b>	<b>REFUND AMOUNT</b>
<b>Cahill</b>	<b>531</b>	<b>160</b>	<b>\$635.49</b>
		<b>TOTAL:</b>	<b>\$635.49</b>

Schrek- refund for overpayment totaling \$635.49 of 3rd qtr. 2022 property taxes for Block 531 Lot 160.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-109**

**REFUND OVERPAYMENTS  
(Various Block and Lots - CORELOGIC)**

**BE IT RESOLVED**, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to Corelogic in the amount of \$6304.35 representing refund for overpayment for the following properties:

<b>OWNER</b>	<b>BLOCK</b>	<b>LOT</b>	<b>REFUND AMOUNT</b>
Choros	<b>617</b>	<b>12</b>	<b>\$3172.55</b>
Alakpa	<b>515</b>	<b>7</b>	<b>\$3131.80</b>
		<b>TOTAL:</b>	<b>\$6304.35</b>

Choros- refund for overpayment totaling \$3172.55 of 1st qtr. 2023 property taxes for Block 617 Lot 12.

Conover- refund for overpayment totaling \$3131.80 of the 1st qtr. 2023 property taxes for Block 515 Lot 7.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-110**

**REFUND OVERPAYMENT  
(Block 451 Lot 77 – Title on Demand of NJ Inc.)**

**BE IT RESOLVED**, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to Title on Demand of NJ Inc. in the amount of 923.59 representing refund for overpayment of 3rd qtr. 2018 property taxes for Block 451 Lot 77.

<b>OWNER</b>	<b>BLOCK</b>	<b>LOT</b>	<b>REFUND AMOUNT</b>
Mattson	451	77	\$923.59
		<b>TOTAL:</b>	<b>\$923.59</b>

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-111**

**REFUND OVERPAYMENT  
(Block 542 Lot 7- Weichert Title Group)**

**BE IT RESOLVED**, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to Weichert Title Group in the amount of \$3181.62 representing refund for overpayment of 1st qtr. 2017 property taxes for Block 542 Lot 7.

<b>OWNER</b>	<b>BLOCK</b>	<b>LOT</b>	<b>REFUND AMOUNT</b>
Mentone	542	7	\$3181.62
		<b>TOTAL:</b>	<b>\$3181.62</b>

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-112**

**REFUND FOR TOTALLY DISABLED VETERAN  
(Block 491 Lot 27 - Reffelt)**

**WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS** awarded Robert Reffelt a 100% permanent and totally disabled veteran: and,

**WHEREAS,** the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 1<sup>st</sup> quarter 2023 property tax in the amount of \$2,986.18 to Robert Reffelt.

**FINALLY, BE IT RESOLVED,** that a certified copy of this Resolution be forwarded to the Township Tax Collector.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MO-TION</b>	<b>SEC-OND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-113**

**CANCELING TAXES FOR TOTAL DISABLED VETERAN  
(Block 491 Lot 27 - Reffelt)**

**WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS** awarded Robert Reffelt a 100% permanent and total disabled veteran; and

**WHEREAS**, the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2023 in the amount of \$2,986.25.

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution be forwarded to the Township Tax Collector.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC



**TOWNSHIP OF VERNON**

**RESOLUTION #23-114**

**REFUND FOR TOTALLY DISABLED VETERAN  
(Block 510 Lot 33 - Santana)**

**WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS** awarded Henry Santana a 100% permanent and totally disabled veteran: and,

**WHEREAS,** the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 1<sup>st</sup> quarter 2023 property tax in the amount of \$1,510.28 to Corelogic.

**FINALLY, BE IT RESOLVED,** that a certified copy of this Resolution be forwarded to the Township Tax Collector.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MO-TION</b>	<b>SEC-OND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-115**

**CANCELING TAXES FOR TOTAL DISABLED VETERAN  
(Block 510 Lot 33 - Santana)**

**WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS** awarded Henry Santana a 100% permanent and total disabled veteran; and

**WHEREAS**, the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2023 in the amount of \$1,510.28.

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution be forwarded to the Township Tax Collector.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-116**

**REFUND FOR TOTALLY DISABLED VETERAN  
(Block 3 Lot 16 – Thomas Finnigan)**

**WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS** awarded Thomas Finnigan a 100% permanent and totally disabled veteran: and,

**WHEREAS,** the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 1<sup>st</sup> quarter 2023 property tax in the amount of \$1,125.56 to Thomas Finnigan.

**FINALLY, BE IT RESOLVED,** that a certified copy of this Resolution be forwarded to the Township Tax Collector.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MO- TION</b>	<b>SEC- OND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-117**

**CANCELING TAXES FOR TOTAL DISABLED VETERAN  
(Block 3 Lot 16 - Finnigan)**

**WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS** awarded Thomas Finnigan a 100% permanent and total disabled veteran; and

**WHEREAS**, the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2023 in the amount of \$1,688.32.

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution be forwarded to the Township Tax Collector.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-118**

**REFUND FOR TOTALLY DISABLED VETERAN  
(Block 361 Lot 12 - Wallace)**

**WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS** awarded Monique Wallace a 100% permanent and totally disabled veteran: and,

**WHEREAS,** the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 4<sup>th</sup> quarter 2022 property tax in the amount of \$563.76 to Monique Wallace.

**FINALLY, BE IT RESOLVED,** that a certified copy of this Resolution be forwarded to the Township Tax Collector.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MO-TION</b>	<b>SEC-OND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-119**

**CANCELING TAXES FOR TOTAL DISABLED VETERAN  
(Block 361 Lot 12 - Wallace)**

**WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS** awarded Monique Wallace a 100% permanent and total disabled veteran; and

**WHEREAS,** the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2023 in the amount of \$1,986.69.

**BE IT FURTHER RESOLVED,** that a certified copy of this Resolution be forwarded to the Township Tax Collector.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-120**

**REFUND FOR TOTALLY DISABLED VETERAN  
(Block 54 Lot 2 - Brennan)**

**WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS** awarded Robert Brennan a 100% permanent and totally disabled veteran: and,

**WHEREAS,** the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 4<sup>th</sup> quarter 2022 property tax in the amount of \$1,055.21 to Robert Brennan.

**FINALLY, BE IT RESOLVED,** that a certified copy of this Resolution be forwarded to the Township Tax Collector.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MO-TION</b>	<b>SEC-OND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-121**

**REFUND FOR TOTALLY DISABLED VETERAN  
(Block 54 Lot 2 - Brennan)**

**WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS** awarded Robert Brennan a 100% permanent and totally disabled veteran: and,

**WHEREAS,** the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 1<sup>st</sup> quarter 2023 property tax in the amount of \$3,009.99 to Robert Brennan.

**FINALLY, BE IT RESOLVED,** that a certified copy of this Resolution be forwarded to the Township Tax Collector.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MO-TION</b>	<b>SEC-OND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC



**TOWNSHIP OF VERNON**

**RESOLUTION #23-122**

**CANCELING TAXES FOR TOTAL DISABLED VETERAN  
(Block 54 Lot 2 - Brennan)**

**WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS** awarded Robert Brennan a 100% permanent and total disabled veteran; and

**WHEREAS,** the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2023 in the amount of \$3,009.99.

**BE IT FURTHER RESOLVED,** that a certified copy of this Resolution be forwarded to the Township Tax Collector.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-123**

**REFUND FOR TOTALLY DISABLED VETERAN  
(Block 462 Lot 24 - Koziel)**

**WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS** awarded Darrin Koziel a 100% permanent and totally disabled veteran: and,

**WHEREAS,** the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 1<sup>st</sup> quarter 2023 property tax in the amount of \$1,952.16 to Corelogic.

**FINALLY, BE IT RESOLVED,** that a certified copy of this Resolution be forwarded to the Township Tax Collector.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MO- TION</b>	<b>SEC- OND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-124**

**CANCELING TAXES FOR TOTAL DISABLED VETERAN  
(Block 462 Lot 24 - Koziel)**

**WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS** awarded Darrin Koziel a 100% permanent and total disabled veteran; and

**WHEREAS,** the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2023 in the amount of \$1,952.16

**BE IT FURTHER RESOLVED,** that a certified copy of this Resolution be forwarded to the Township Tax Collector.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-125**

**REFUND FOR TOTALLY DISABLED VETERAN  
(Block 361 Lot 12 - Wallace)**

**WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS** awarded Monique Wallace a 100% permanent and totally disabled veteran: and,

**WHEREAS,** the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 1<sup>st</sup> quarter 2023 property tax in the amount of \$1,986.69 to Monique Wallace.

**FINALLY, BE IT RESOLVED,** that a certified copy of this Resolution be forwarded to the Township Tax Collector.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MO- TION</b>	<b>SEC- OND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-126**

**AUTHORIZING THE AWARD OF A REQUIRED  
DISCLOSURE CONTRACT WITH DEWBERRY  
ENGINEERS, INC. CHARACTERIZATION OF FILL  
MATERIAL –  
WALLACE PROPERTY LOCATED AT 3 SILVER SPRUCE  
DRIVE, VERNON TOWNSHIP, SUSSEX COUNTY**

**WHEREAS**, the Township has a need for Characterization of Fill Material at the location known as the Wallace Property, located at 3 Silver Spruce Drive, Vernon Township, Sussex County; and

**WHEREAS**, The Townships design engineer sought professional service proposals (N.J.S.A. 40A:11-5) in a required disclosure fashion, consistent with N.J.S.A 19:44A-20.5; and

**WHEREAS**, two (2) responses were received in the amounts to wit:

Excel Environmental Resources, Inc. \$99,839.00

Dewberry Engineers, Inc. \$89,593.80; and

**WHEREAS** the amounts to be expended will exceed the pay to play threshold of \$17,500.00; and

**WHEREAS**, the service is a professional service as defined by N.J.S.A. 40A:11-2 and exempt from public bidding at N.J.S.A. 40A:11-5; and

**WHEREAS**, it is the recommendation of the Township Engineer to award Dewberry Engineers, Inc. the professional services contract based upon price and other factors for the Characterization of Fill Material at the location known as the Wallace Property, located at 3 Silver Spruce Drive, Vernon Township, Sussex County; and

**WHEREAS**, the Townships Qualified Purchasing Agent has reviewed the procurement and concurs with the appropriateness and legality of the procurement in accord with the New Jersey Local Public Contracts Law and the New Jersey Pay to Play Laws; and

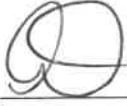
**WHEREAS**, Dewberry Engineers, Inc. has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure form which certifies that Dewberry Engineers, Inc. have not made any reportable contributions to a political or candidate committee in the *Township of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

**WHEREAS** the Chief Financial Officer hereby certifies that funds NOT TO EXCEED \$89,593.800 are available in Line Item: G-02-40-719-00 DCA ARP Funds Grant.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Township of Vernon authorizes the Mayor to enter into a contract with Dewberry Engineers, Inc. in the amount not to exceed \$89,593.80 for Characterization of Fill Material at the location known as the Wallace Property, located at 3 Silver Spruce Drive, Vernon Township, Sussex County; and

**BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification and Political

Contribution Disclosure form, Determination of Value be placed on file with this resolution.

Certification of Funds Amount: \$89,593.80 Account: G-02-40-719-00 DCA ARP Funds Grant  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 Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						



**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.

**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.

April 18, 2023

Via E-Mail ([hburrell@vernontwp.com](mailto:hburrell@vernontwp.com))

**MEMORANDUM TO:** Howard Burrell, Vernon Township Mayor  
**FROM:** Cory L. Stoner, P.E., P.P., C.M.E., Vernon Township Engineer  
**SUBJECT:** Characterization of Fill Material – Wallace Property  
Located at 3 Silver Spruce Drive  
Vernon Township, Sussex County

Dear Mayor:

As requested, I have obtained proposals from environmental consultants to perform work activities related to the characterization of the fill material deposited on the Wallace property located at 3 Silver Spruce Drive. The work activities included in each proposal were established by a letter dated December 19, 2022 prepared by Tom Farrell of the NJDEP Bureau of Solid Waste Compliance & Enforcement. The two (2) proposals obtained for the work activities are summarized as follows:

	<u>Environmental Firm</u>	<u>Total Estimate Cost</u>
1.	Excel Environmental Resources, Inc.	\$99,839.00
2.	Dewberry Engineers, Inc.	\$89,593.80

Based on a review of the proposals, I found that both proposals followed the NJDEP recommendations and were very similar in the estimated manhours and testing procedures that would be followed. With both proposals being similar in nature, it is my recommendation that the Township award a contract for the characterization of the fill material on the subject property to Dewberry Engineers, Inc. in the amount of \$89,593.80.

If there are any questions regarding the work to be performed or the proposals received, please do not hesitate to contact me.

Very truly yours,

Cory L. Stoner, P.E., P.P., C.M.E.  
**HAROLD E. PELLOW & ASSOCIATES, INC.**  
Vernon Township Engineer

CLS:cls

K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\10-138 - COUNCIL BUSINESS\WALLACE PROPERTY-3 SILVER SPRUCE DRIVE FILL TESTING\BURRELL1.DOC

ENCLOSURES (*Proposals & NJDEP Correspondence*)

17 PLAINS ROAD, AUGUSTA, NEW JERSEY 07822-2009 • TELEPHONE: 973-948-6463 • FAX: 973-948-2916  
CERTIFICATE OF AUTHORIZATION NO. 24GA27959300

March 29, 2023

Mr. Cory Stoner  
Vernon Township Municipal Engineer  
Harold E. Pellow & Associates, Inc.  
17 Plains Road  
Augusta, New Jersey 07822

RE: Proposal for Environmental Services  
Characterization of Fill Materials Located at  
Wallace Property at 3 Silver Spruce Road, Vernon, New Jersey

Dear Mr. Stoner:

Dewberry Engineers Inc. (Dewberry) herein presents this scope of work and cost proposal to perform environmental services at the above-referenced site. The subject property is located in the Glenwood section of Vernon Township at the southwest terminus of Silver Spruce Road next to the wooded property. The fill pile is lobed in shape (about 36,000 cubic yards in volume) and is approximately 20 feet in depth at its thickest. The property owner, Mr. Wallace of 3 Silver Springs Road, has been importing fill material onto the property for many years.

This proposal was developed based, in part, on a New Jersey Department of Environmental Protection (NJDEP) letter dated December 19, 2022, regarding Vernon Township's Request for Proposal of the Subject Property, and the March 21, 2023 E-mail sent to John Robinson at Dewberry. The NJDEP provided various sampling scenarios during which analytical data would be generated to meet the requirements of transporting approximately 36,000 cubic yards of fill material from the property for disposal/recycling/reuse. The NJDEP letter identified only the Sussex County Landfill as a potential disposal site for the material and provided a sampling program that the Department believes would meet the requirements of the landfill. However, we should note that the Sussex County Landfill sampling protocol/frequency of samples for 36,000 cubic yards does request sampling from 45 equal grids across the pile, not the 8 soil borings referenced in the NJDEP correspondence. Our costs and approach are based on your request and NJDEP's proposed approach for 8 soil borings.

This proposal includes costs for one sample number/analytical suite scenario (1A) to characterize the material for export to the Sussex County Landfill (SCL). All of the export scenarios (1A, 1B, 1C, 1D) as outlined in the NJDEP correspondence are potential avenues for the removal of the fill from the site and are provided as an attachment to this proposal for reference. At this time, there are no analytical data available from samples collected from the fill that would guide which of the export scenarios would be the most plausible for the Township. Included in this proposal is the sampling cost for option 1A, which in general, is the most expensive sampling option, but is likely the most expeditious disposal option.

However, as provided below for your consideration (see Proposed Approach on page 3), we suggest an alternative sampling scenario that includes the completion of an initial limited sampling event, providing analytical data on the fill material but which does not fully characterize the entire volume of soil. The NJDEP correspondence did account for two likely sampling events, and we believe that initial screening of the soil will provide a clearer picture of where the fill material can be exported, thus allowing for a more



focused, cost-effective, second sampling event that is tailored towards a selected one or two likely destinations for this fill material. This approach is designed to minimize unnecessary sampling and associated laboratory costs.

## **SCOPE OF SERVICES**

The scope of work for this project consists of the following tasks:

- Task 1 – Site Visit and Inspection
- Task 2 – Soil Sampling and Analysis
- Task 3 – Data Compilation and Evaluation
- Task 4 – Preparation of Soil Characterization Report
- Task 5 – Project Management

The proposed tasks are described below.

### **Task 1 – Site Visit and Inspection**

Experienced Dewberry staff members will visit the site to perform a visual inspection of the area, including identifying fill material type, limits, loose areas, potential access issues, and other pertinent field data related to the unauthorized fill placement on the Subject Property. Potential sampling locations will be identified and staked. A site-specific Health and Safety Plan (HASP) will be prepared for the work scope prior to conducting the site visit or other field activities.

### **Task 2 – Soil Sampling and Analysis**

A subsurface exploration program will be conducted which will include eight soil borings to 20 feet in depth, or the depth of underlying native material. A Sampling and Analysis Plan (SAP) consisting of a proposed sampling summary, a figure illustrating the proposed sampling locations, and a sample analysis summary table will be prepared prior to the field investigation. Following Option 1A for waste characterization, our field personnel will collect approximately nine unbiased environmental soil samples (including grain size analysis) for laboratory analysis from each boring (a total of 72 samples), at approximate 2-ft depth intervals. The soil samples will be collected using the direct-push method (i.e. Geoprobe). Prior to mobilizing to the site, the one-call system will be contacted for a subsurface utility mark-out. A Dewberry field geologist/scientist will visually inspect, log, photo document, screen, and collect the soil samples, as well as record observations in a field notebook. The soil samples will also be scanned with a photoionization detector (PID) for the presence of total volatile organic compounds. The sampling activities will be conducted in general conformance with the protocols of the most recent version of the NJDEP Field Sampling Procedures Manual. The soil samples will be analyzed by an NJDEP-certified environmental laboratory. Sampling protocols 1A and 1B outlined by NJDEP Bureau of Solid Waste Compliance and Enforcement (BSWC&E) in correspondence dated December 19, 2022, while comprehensive, assume that the material will be accepted at the Sussex County Landfill. Options 1C and 1D, do not identify specific re-use/recycling facilities that may accept this volume of material. The attached cost proposal includes analytical scenario 1A and lists the analytical parameters for the 72 samples included in this scenario. Costs for the all scenarios (1A, 1B, 1C, 1D) are provided in Attachment 1 should other recycling/ disposal options for the fill be considered, and for comparison purposes.

Option 1A (discussed above) includes the number of samples required for Sussex County Landfill based on the landfill sampling requirements. Scenario 1B includes half the number of samples required by the landfill, but with the submittal of a waste characterization request to NJDEP to provide Sussex County

with the level of comfort, it requires to accept the soil. Scenario 1C estimates the number of samples to be collected without a specific reuse facility in mind and 1D only provides a unit cost for the laboratory analyses. No quality assurance/quality control (QA/QC) samples (field blank, trip blanks) will be collected on this project since the sampling is for disposal purposes only. Scenarios 1B, 1C, and 1D would be completed in a manner similar to 1A as described above, but with the appropriate sampling and analytical protocols as outlined in Attachment 1 of the NJDEP letter.

### **Task 3 – Data Compilation and Evaluation**

Dewberry will review the analytical data from the laboratory and prepare a clear, easily readable summary of the waste characterization analytical results. The results will be evaluated with regard to the analytical requirements for up to 2 receiving facilities.

### **Task 4 – Preparation of Soil Characterization Report**

Dewberry will prepare a summary of findings in an environmental letter report to document the field activities and soil sampling results. The letter report will include summary tables, a figure of sampling locations, and recommendations for potential disposal options for the township to consider.

### **Task 5 – Project Management**

Mr. John Robinson, CPG, PG, GISP, LSRP is responsible for the overall management of this project. Charles Stebbins, CPG, CHMM, LSRP is the Quality Assurance/Quality Control officer. As this site is currently not in the NJDEP Site Remediation Program (SRP), the retention of a Licensed Site Remediation Professional (LSRP) of the record is not required. Should laboratory data from discrete samples indicate that the site qualifies as having an Area of Concern (AOC), the retention of an LSRP would be required. Dewberry is prepared to start work on this project upon receiving Vernon Township's authorization to proceed and, at that time, will finalize the project schedule with the Township Municipal Engineer.

### **Approach**

The NJDEP correspondence dated December 19, 2022, provides multiple disposal options using broad sampling scenarios, with no specific recommendation regarding which option is best for the township. It is our experience that during waste characterization, decisions regarding disposal/recycling are typically advanced significantly when just a fraction of the final analytical data is available on the material to be removed. Although variable, the types, and concentrations of contaminants in fill generally fall into narrow categories. A few initial samples from the material will likely provide a general idea of the soil quality. In addition, typical fill disposal/recycling projects do not require NJDEP approval, rather an agreement is reached based on negotiations between the source of the soil and receiving entity.

We believe this preliminary sampling approach will serve Vernon well by providing preliminary analytical data on the soil to be exported from the site with a minimal initial investment. This will allow Vernon to more clearly identify potential off-site recycling/disposal facilities for a significantly lower initial cost, providing data to be used to screen potential recycling/disposal facilities that may accept the fill material. We are available to discuss further these options if the Township is interested in pursuing alternative off-site disposal options.

Once these sites are identified, a more complete waste characterization sampling program can be initiated so that these data support acceptance of the material at specific facilities. The preliminary data

from the initial sampling will be utilized for disposal approval. This will allow for a more focused sampling program that meets the facility requirements and that does not include unnecessary analytical parameters or a greater number of samples than what is required to remove the material from the site. As noted in the NJDEP correspondence, two rounds of sampling were contemplated for a full assessment of the material to be transported off-site, which is consistent with this approach.

Attached is a cost proposal for the work described above.

### ASSUMPTIONS AND QUALIFICATIONS

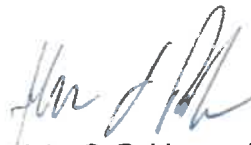
1. We assume that the ground surface will not be covered in snow during the site visit.
2. The Sampling and Analysis Plan (SAP) will consist of a figure of proposed boring locations and a summary table of proposed analyses. The SAP is intended for the soil sampling investigation and not intended for submission to the NJDEP for review.
3. Two field days are included for the environmental soil boring advancement activities (8 borings) listed under Task 2. An expanded sampling program with more locations will increase the field time for the driller with Dewberry oversight.
4. All borings will be backfilled to grade with the soil cuttings removed from the boreholes and bentonite.
5. No quality assurance/quality control (QA/QC) samples (duplicates, field blanks, or trip blanks) will be collected on this project.
6. Groundwater sampling is not included in this scope of work.
7. This proposal does not include a soil vapor investigation.
8. Retention of an LSRP for this site is not included in this scope of work since this site is not in the Site Remediation Program.
9. The analyses will be conducted on a standard turnaround time of 10 business days.
10. Laboratory methods for these analyses are provided in the accompanying cost estimate.
11. This proposal includes project management and administration time, as well as time for coordination and meetings with Vernon Township.
12. Dewberry's scope of services for this work is as described above. Additional work not part of this scope would be covered under a separate authorization from Vernon Township.
13. This investigation will be completed on a time and materials basis.

Thank you for the opportunity to submit this proposal. If you have any questions, please feel free to contact us at 973.739.9400.

Sincerely,  
Dewberry Engineers Inc.



Signing for Ileana S. Ivanciu, PhD  
Senior Vice President



John Q. Robinson, Jr., CPG, PG, GISP, LSRP  
Project Manager

This proposal includes information that shall not be disclosed outside of the client and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this information, client shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting contract. This restriction does not limit client's right to use information contained in this information if it is obtained from another source without restriction. The information subject to this restriction is contained in this letter proposal and any referenced attachments or exhibits.

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**DEWBERRY ENGINEERS INC.**  
**Proposal for Environmental Services Characterization of Fill Materials**  
**3 Silver Spruce Drive, Vernon Township, New Jersey**

**COST ESTIMATE SUMMARY**

<b>DIRECT LOADED LABOR</b>	<b>\$28,264.00</b>
<hr/>	
<b>TOTAL LABOR COST</b>	<b>\$28,264.00</b>
<b>TOTAL DIRECT EXPENSE COST</b>	<b>\$61,329.80</b>
<hr/>	
<b>TOTAL PROPOSED COST</b>	<b>\$89,593.80</b>
<hr/>	

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**DEWBERRY ENGINEERS INC.**  
**Proposal for Environmental Services Characterization of Fill Material**  
**3 Silver Spruce Drive, Vernon Township, New Jersey**

**DIRECT LABOR**

**Task 1 - Site Visit and Inspection**

<b>Representative Title</b>	<b>Hourly Rate*</b>	<b>Hours</b>	<b>Labor</b>
Principal Engineer VII	\$195.00	8	\$1,560.00
Associate Engineer VI	\$190.00	0	\$0.00
Project Engineer/Planner/Geologist	\$170.00	0	\$0.00
Senior Project Manager / Engineer (PLS)	\$148.00	0	\$0.00
Project Engineer / Geologist (Senior Surveyor) III	\$138.00	0	\$0.00
Engineer / Geologist II	\$128.00	0	\$0.00
Staff Engineer / Geologist I	\$118.00	8	\$944.00
Draftsperson V	\$128.00	0	\$0.00
Draftsperson III	\$118.00	0	\$0.00
Draftsperson II	\$106.00	0	\$0.00
Senior Inspector	\$133.00	0	\$0.00
Inspector	\$113.00	0	\$0.00
Technical Typist	\$96.00	0	\$0.00
<b>Subtotal - Task 1</b>		<b>16</b>	<b>\$2,504.00</b>

**Task 2 - Soil Sampling and Analysis**

<b>Representative Title</b>	<b>Hourly Rate*</b>	<b>Hours</b>	<b>Labor</b>
Principal Engineer VII	\$195.00	4	\$780.00
Associate Engineer VI	\$190.00	0	\$0.00
Project Engineer/Planner/Geologist	\$170.00	0	\$0.00
Senior Project Manager / Engineer (PLS)	\$148.00	20	\$2,960.00
Project Engineer / Geologist (Senior Surveyor) III	\$138.00	0	\$0.00
Engineer / Geologist II	\$128.00	8	\$1,024.00
Staff Engineer / Geologist I	\$118.00	0	\$0.00
Draftsperson V	\$128.00	0	\$0.00
Draftsperson III	\$118.00	20	\$2,360.00
Draftsperson II	\$106.00	0	\$0.00
Senior Inspector	\$133.00	0	\$0.00
Inspector	\$113.00	0	\$0.00
Technical Typist	\$96.00	0	\$0.00
<b>Subtotal - Task 2</b>		<b>52</b>	<b>\$7,124.00</b>

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**DEWBERRY ENGINEERS INC.**  
**Proposal for Environmental Services Characterization of Fill Material**  
**3 Silver Spruce Drive, Vernon Township, New Jersey**

**DIRECT LABOR**

**Task 3 - Data Compilation and Evaluation**

<b>Representative Title</b>	<b>Hourly Rate*</b>	<b>Hours</b>	<b>Labor</b>
Principal Engineer VII	\$195.00	4	\$780.00
Associate Engineer VI	\$190.00	0	\$0.00
Project Engineer/Planner/Geologist	\$170.00	0	\$0.00
Senior Project Manager / Engineer (PLS)	\$148.00	16	\$2,368.00
Project Engineer / Geologist (Senior Surveyor) III	\$138.00	0	\$0.00
Engineer / Geologist II	\$128.00	0	\$0.00
Staff Engineer / Geologist I	\$118.00	0	\$0.00
Draftsperson V	\$128.00	0	\$0.00
Draftsperson III	\$118.00	8	\$944.00
Draftsperson II	\$106.00	0	\$0.00
Senior Inspector	\$133.00	0	\$0.00
Inspector	\$113.00	0	\$0.00
Technical Typist	\$96.00	4	\$384.00
<b>Subtotal - Task 3</b>		<b>28</b>	<b>\$4,092.00</b>

**Task 4 - Preparation of Soil Characterization Report**

<b>Representative Title</b>	<b>Hourly Rate*</b>	<b>Hours</b>	<b>Labor</b>
Principal Engineer VII	\$195.00	8	\$1,560.00
Associate Engineer VI	\$190.00	0	\$0.00
Project Engineer/Planner/Geologist	\$170.00	0	\$0.00
Senior Project Manager / Engineer (PLS)	\$148.00	20	\$2,960.00
Project Engineer / Geologist (Senior Surveyor) III	\$138.00	0	\$0.00
Engineer / Geologist II	\$128.00	0	\$0.00
Staff Engineer / Geologist I	\$118.00	40	\$4,720.00
Draftsperson V	\$128.00	0	\$0.00
Draftsperson III	\$118.00	12	\$1,416.00
Draftsperson II	\$106.00	0	\$0.00
Senior Inspector	\$133.00	0	\$0.00
Inspector	\$113.00	0	\$0.00
Technical Typist	\$96.00	8	\$768.00
<b>Subtotal - Task 4</b>		<b>88</b>	<b>\$11,424.00</b>

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**DEWBERRY ENGINEERS INC.**  
**Proposal for Environmental Services Characterization of Fill Material**  
**3 Silver Spruce Drive, Vernon Township, New Jersey**

**DIRECT LABOR**

**Task 5 - Project Management**

Representative Title	Hourly Rate*	Hours	Labor
Principal Engineer VII	\$195.00	16	\$3,120.00
Associate Engineer VI	\$190.00	0	\$0.00
Project Engineer/Planner/Geologist	\$170.00	0	\$0.00
Senior Project Manager / Engineer (PLS)	\$148.00	0	\$0.00
Project Engineer / Geologist (Senior Surveyor) III	\$138.00	0	\$0.00
Engineer / Geologist II	\$128.00	0	\$0.00
Staff Engineer / Geologist I	\$118.00	0	\$0.00
Draftsperson V	\$128.00	0	\$0.00
Draftsperson III	\$118.00	0	\$0.00
Draftsperson II	\$106.00	0	\$0.00
Senior Inspector	\$133.00	0	\$0.00
Inspector	\$113.00	0	\$0.00
Technical Typist	\$96.00	4	\$384.00
	<b>Subtotal - Task 5</b>	<b>16</b>	<b>\$3,120.00</b>
		<b>TOTAL LABOR</b>	<b>200</b>
			<b>\$28,264.00</b>

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**DEWBERRY ENGINEERS INC.**  
**Proposal for Environmental Services Characterization of Fill Material**  
**3 Silver Spruce Drive, Vernon Township, New Jersey**

**DIRECT EXPENSES**

Subcontractors and Direct Expenses	Quantity	Units	Unit Cost	Total Cost
<b><u>Task 1 - Site Visit and Inspection</u></b>				
Vehicle Mileage	80	miles	\$0.62	\$49.60
			<b>Subtotal Task 1</b>	<b>\$49.60</b>
<b><u>Task 2 - Soil Sampling and Analysis (Option 1A)</u></b>				
Driller Mobilization & Demobilization	1	LS	\$750.00	\$750.00
Soil Borings; Drilling Rig (all-terrain track mounted) and Crew	2	Day	\$1,975.00	\$3,950.00
Drilling Expendables (liners, bentonite, etc.)	1	Event	\$1,690.00	\$1,690.00
<b>Subtask - Sampling per SCL Specifications</b>	<b>Unit</b>	<b># Units</b>	<b>Unit Price</b>	<b>Total</b>
Particle Size Distribution (Grain Size per ASTM 0422)	per analysis	72	\$ 75.00	\$5,400.00
Corrosivity (pH; Method 9040C)	per analysis	72	\$ 10.00	\$720.00
Reactivity (Method SW846 Ch, 7,3)	per analysis	72	\$ 50.00	\$3,600.00
Ignitability (Method 1010A)	per analysis	72	\$ 18.00	\$1,296.00
Percent Volatile Solids	per analysis	72	\$ 2.50	\$180.00
Toxicity (TCLP -Extraction Method 1311) Full package: Volatile Organics (Analysis Method 8260B), Semi Volatiles (Analysis Method 8270C), RCRA Metals (Analysis Method 6010/7471), Herbicides (Analysis Method 8151), and Pesticides (Analysis Method 8081B),	per analysis	72	\$ 495.00	\$35,640.00
Extractable Petroleum Hydrocarbons (EPH, via Method NJEPH v.3)	per analysis	72	\$ 50.00	\$3,600.00
PCBs (Method 8082A)	per analysis	72	\$ 55.00	\$3,960.00
Misc. Environmental Sampling Supplies (surgical gloves, decon items, etc.)	1	Event	\$150.00	\$150.00
Vehicle Mileage	160	Miles	\$0.62	\$99.20
Photoionization Detector Rental	2	Day	\$110.00	\$220.00
			<b>Subtotal Task 2</b>	<b>\$61,255.20</b>
<b><u>Task 3 - Data Compilation and Evaluation</u></b>				
				\$0.00
			<b>Subtotal Task 3</b>	<b>\$0.00</b>
<b><u>Task 4 - Preparation of Soil Characterization Report</u></b>				
Copying/Reproduction/Postage	0	LS	\$25.00	\$0.00
			<b>Subtotal Task 4</b>	<b>\$0.00</b>
<b><u>Task 5 - Project Management</u></b>				
Copying/Reproduction/Postage	1	LS	\$25.00	\$25.00
			<b>Subtotal Task 5</b>	<b>\$25.00</b>
<b>Total Project Expenses</b>				<b>\$61,329.80</b>

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**Charles Stebbins**, CPG, CHMM, LSRP  
**SENIOR PROJECT MANAGER**

Charles Stebbins is a Senior Project Manager with Dewberry Engineers Inc. (Dewberry) in Parsippany, NJ. He is a Certified Professional Geologist (CPG), a Certified Hazardous Materials Manager (CHMM), and a Licensed Site Remediation Professional (LSRP). He is also a member of the LSRP Licensing Board. He has experience in the assessment and remediation of historic fill, and has managed large environmental programs including site characterization, remedial investigations, right-of-way acquisition support, and construction management. He is also experienced in the managing and disposal of regulated soil and groundwater during construction and is very familiar with the New Jersey Department of Environmental Protection (NJDEP) Technical Regulations and interaction with NJDEP case and department managers.

His project experience includes:

- Victory Bridge New Fill Environmental Support, New Jersey Department of Transportation, Perth Amboy, NJ
- East Bidwell Avenue/Hudson-Bergen Light Rail Corridor Geotechnical and Environmental Support Environmental Support, NJ TRANSIT, Jersey City, NJ

• **EDUCATION**

MS • Construction Management • Stevens Institute of Technology • 1999

BA • Geology • Rutgers University • 1991

• **YEARS OF EXPERIENCE** 32

• **ASSOCIATIONS**

New Jersey Licensed Site Remediation Professionals Association

Institute of Hazardous Materials Management

Alliance of Hazardous Materials Professionals



**John Robinson**, PG, CPG, GISP, LSRP  
**SENIOR HYDROGEOLOGIST/PROJECT MANAGER**

John Robinson is a Senior Hydrogeologist/Project Manager with Dewberry. He is a professional geologist (PG) registered in the states of PA, NY and GA, is also a Geographic Information Systems Professional (GISP), and a New Jersey LSRP. He is responsible for hydrogeological investigations including overburden and bedrock assessments at hazardous waste sites. His experience also includes investigations of illegal fill dump sites, green infrastructure, Phase I and II Environmental Site Assessments, underground storage tank projects, waste site investigation and remediation, historic fill assessments, monitoring plans, wellhead protection plans, and landfill siting. John's field experience includes drilling and geoprobe supervision, soil sampling and monitoring well installation, groundwater sampling, remedial investigation/feasibility studies, and linear construction projects including interaction with NJDEP personnel.

His project experience includes:

- Victory Bridge New Fill Environmental Support, New Jersey Department of Transportation, Perth Amboy, NJ
- East Bidwell Avenue/Hudson-Bergen Light Rail Corridor Geotechnical and Environmental Support Environmental Support, NJ TRANSIT, Jersey City, NJ
- Underground Utility Installation - Port Street to Federal Square Linear Construction Project (Through Historic Fill), Confidential Client, Newark, NJ

• **EDUCATION**

MS • Geology • University of Texas • 1989

BA • Geology • Hartwick College • 1978

• **YEARS OF EXPERIENCE** 36

• **ASSOCIATIONS**

New Jersey Licensed Site Remediation Professionals Association

Association of Environmental and Engineering Geologists

American Institute of Professional Geologists



# RELEVANT PROJECT EXPERIENCE

## Victory Bridge New Fill Environmental Support PERTH AMBOY, NJ

● **CLIENT** New Jersey  
Department of  
Transportation

● **COMPLETION** 2022

We performed surveying, engineering, and environmental support services at a site adjacent to the Victory Bridge in Perth Amboy, New Jersey, to evaluate the quality of fill that had been emplaced into the basin. The fill was composed of asphalt millings and other soil material and was emplaced to expand an adjacent parking area at Block 91, Lot 1.02 in Perth Amboy. The approximate surface dimensions of the fill material were approximately 150 feet by 40 feet. The filled basin is approximately 25 feet deep at its deepest point. The fill evaluation consisted of the installation of three soil borings within the basin at approximate 50-foot intervals using the direct push method with a Geoprobe® equipped with five-foot-long macro core acetate liners. The work was performed using a New Jersey-licensed driller. A Dewberry professional screened and collected environmental soil samples from the soil borings to investigate the chemical quality of the fill material. Two environmental soil samples were collected from each boring for laboratory analysis, biased to the six-inch depth interval exhibiting the highest level of visual/olfactory contamination. The soil samples were analyzed by a New Jersey Department of Environmental Protection (NJDEP)-certified environmental laboratory for full Target Compound List/Target Analyte List (TCL/TAL) parameters plus cyanide.

Dewberry prepared and submitted to NJDOT an environmental report summarizing the findings of the subsurface exploration program. Data gathered from the investigation, including borings logs, summary tables, and environmental testing results, were included in the report. Dewberry concluded that, based on the analytical results, the basin fill was regulated and anticipated to be potentially contaminated but non-hazardous. The soil is likely contaminated historic fill as evidenced by the presence of both polycyclic aromatic hydrocarbons (PAH) compounds and several metals including low levels of chromium and beryllium. The analytical results indicated that the material was required to be properly disposed of off-site and that further sampling and analysis for disposal characteristics by the contractor would be required by the specific disposal facility considering accepting the material.



## East Bidwell Avenue/Hudson-Bergen Light Rail Corridor Geotechnical and Environmental Support Environmental Support

### JERSEY CITY, NJ

We performed geotechnical engineering, surveying, and and environmental support services at this site located in the Caven Point section of Jersey City next to the NJ TRANSIT Hudson-Bergen Light Rail (HBLR) line Right of Way (ROW). The subject property exists approximately 40 feet above the HBLR rail bed. Since 2018, the site owner has placed fill material on the property and the adjacent Jersey City-owned street area, in order to prepare the property for future development and establish roadway frontage to the east. The uncontrolled placement of fill has created an encroachment onto NJ TRANSIT's ROW and caused potentially unstable slope conditions that could impact HBLR operations. As part of its scope of work, Dewberry conducted a visual inspection of the area, including identifying fill material type, approximate slope angle and limits, loose areas, potential for material to roll down the slope, proximity of toe of slope to rail facilities, and other pertinent field data related to the reported unauthorized fill placement. Dewberry prepared an assessment report to summarize the findings of the property inspection and evaluation. Based on the information gathered, Dewberry recommended testing and analyses to further assess the stability of the slope and potential impacts from the fill placement. In addition, Dewberry performed a boundary and topographic survey of the project area, which included the subject property itself and the adjacent section of roadway ROW. The results of the survey showed the encroachment of the fill material onto the HBLR ROW.

Based on the findings of the property inspection/evaluation and survey, Dewberry implemented a subsurface exploration program with a New Jersey-licensed driller that included advancing/inspecting two geotechnical soil borings and conducting geotechnical laboratory testing of the fill material. This investigation and testing identified the soil strata and determined the engineering properties of the fill material and underlying native soil, allowing Dewberry to perform modeling and slope stability analyses. Dewberry also screened and collected environmental soil samples from the geotechnical borings to investigate the chemical quality of the fill material. One environmental soil sample for laboratory analysis was collected from each boring (total of two samples), biased to the 6-inch depth interval exhibiting the highest level of visual/olfactory contamination. The soil samples were analyzed by a New Jersey Department of Environmental Protection (NJDEP)-certified environmental laboratory for full Target Compound List/Target Analyte List (TCL/TAL) parameters plus cyanide.

Dewberry prepared and submitted to NJ TRANSIT a geotechnical report summarizing the findings of the subsurface exploration program. Data gathered from the investigation, including borings logs and geotechnical testing results, were included in the report. Dewberry concluded that the existing fill material slope was not stable and presented recommendations to remove the fill and restore the pre-existing topography on and next to the HBLR ROW for safe operations. Dewberry prepared and submitted to NJ TRANSIT a separate summary of findings environmental letter report to document the field screening and environmental soil sampling results, which indicated that the fill material was regulated. Soil analytical data was presented in tables and the results exceeding NJDEP standards were shown on a figure. The letter report included recommendations for contaminated material handling/management and health and safety measures to be taken during fill removal/slope restoration operations.



- **CLIENT** NJ TRANSIT
- **COMPLETION** 2023

**DEWBERRY ENGINEERS INC.**  
**Proposal for Environmental Services Characterization of Fill Materials**  
**3 Silver Spruce Drive, Vernon Township, New Jersey**

**APPENDIX**  
**(Options 1A, 1B, 1C and 1D spreadsheets)**

**ATTACHMENT 1 - Option 1A - Cost Spreadsheet**  
**Fill Characterization Per Standard SCL Specifications**

**CURRENT TASK: Composite Sampling & Analyses Retrieval Per SLC**  
**Standard Specifications for 38,000 CY**

<b>Subtask - Sampling per SCL Specifications</b>	<b>Unit</b>	<b># Units</b>	<b>Unit Price</b>		<b>Total</b>
Project Mgmt.	hr.	20	\$	156.00	\$ 3,120.00
Prepare Sampling & Analyses Plan for SLC Approval	lump sum	1	\$	2,500.00	\$ 2,500.00
Mob/Demob	this task	1	\$	750.00	\$ 750.00
Drill Rig	foot	160	\$	35.25	\$ 5,640.00
Excavator	day				\$ -
Sampling Labor & Support Equip. includes utility truck(s), safety gear, air monitors and sampling tools	day	2	\$	3,838.60	\$ 7,677.20

**Sampling Subtotal:**

<b>Subtask - Sampling per SCL Specifications</b>	<b>Unit</b>	<b># Units</b>	<b>Unit Price</b>		<b>Total</b>
Particle Size Distribution (Grain Size per ASTM 0422)	per analysis	72	\$	75.00	\$ 5,400.00
Corrosivity (pH; Method 9040C)	per analysis	72	\$	10.00	\$ 720.00
Reactivity (Method SW846 Ch, 7,3)	per analysis	72	\$	50.00	\$ 3,600.00
Ignitability (Method 1010A)	per analysis	72	\$	18.00	\$ 1,296.00
Percent Volatile Solids	per analysis	72	\$	2.50	\$ 180.00
Toxicity (TCLP -Extraction Method 1311) Full package: Volatile Organics (Analysis Method 8260B), Semi Volatiles (Analysis Method 8270C), RCRA Metals (Analysis Method 6010/7471), Herbicides (Analysis Method 8151), and Pesticides (Analysis Method 8081B).	per analysis	72	\$	495.00	\$ 35,640.00
Extractable Petroleum Hydrocarbons (EPH, via Method NJEPH v.3)	per analysis	72	\$	50.00	\$ 3,600.00
PCBs (Method 8082A)	per analysis	72	\$	55.00	\$ 3,960.00

**Total # samples to be analyzed:** 576

**Subtotal for Cost of Lab Analyses:**

• Analyses assumes laboratory includes conducting soil moisture testing in the price noted when producing results on a dry weight basis.

<b>CURRENT TASK: Report of Findings</b>	<b>Unit</b>	<b># Units</b>	<b>Unit Price</b>		<b>Total</b>
Submit Report of Findings and Recommendations per RFP spec.	lump sum	1	\$	15,510.60	\$ 15,510.60

**TOTAL BID PROPOSAL WITH STANDARD SAMPLING & ANALYSES REQUIRED BY SCL:** **\$ 89,593.80**

DEWBERRY ENGINEERS INC.  
 Proposal for Environmental Services Characterization of Fill Materials  
 3 Silver Spruce Drive, Vernon Township, New Jersey

APPENDIX  
 (Options 1A, 1B, 1C and 1D spreadsheets)

**ATTACHMENT 1 - Option 1B • Cost Spreadsheet**  
**Fill Characterization - NJDEP and SCL Approved Sampling & Analysis\* Plan**

Using NJDEP Guidance Document: "Waste Classification Request Form & Instructions: for 36,000 CY

**CURRENT TASK: Composite Sampling Retrieval for Waste Classification**  
**And Fill Characterization Addressing 36,000 CY**

Subtask - Sampling	Unit	# Units	Unit Price	Total
Project Mgmt.	hr.	20	\$ 171.00	\$ 3,420.00
Prepare Sampling & Analyses Plan for SLC Approval	lump sum	1	\$ 2,500.00	\$ 2,500.00
Mob/Demob	this task	1	\$ 750.00	\$ 750.00
Drill Rig	foot	160	\$ 35.25	\$ 5,640.00
Excavator	day			\$ -
Sampling Labor & Support Equip. includes utility truck(s), safety gear, air monitors and sampling tools	day	2	\$ 3,575.00	\$ 7,150.00
<b>Sampling Subtotal:</b>				

Subtask - Sampling	Unit	# Units	Unit Price	Total
Particle Size Distribution (Grain Size per ASTM 0422)	per analysis	36	\$ 75.00	\$ 2,700.00
Corrosivity (pH; Method 9040C)	per analysis	36	\$ 10.00	\$ 360.00
Reactivity (Method SW846 Ch, 7,3)	per analysis	36	\$ 50.00	\$ 1,800.00
Ignitability (Method 1010A)	per analysis	36	\$ 18.00	\$ 648.00
Percent Volatile Solids	per analysis	36	\$ 2.50	\$ 90.00
Toxicity (TCLP -Extraction Method 1311) Full package: Volatile Organics (Analysis Method 8260B), Semi Volatiles (Analysis Method 8270C) RCRA Metals (Analysis Method 6010/7471), Herbicides (Analysis Method 8151), and Pesticides (Analysis Method 8081B),	per analysis	36	\$ 495.00	\$ 17,820.00
Extractable Petroleum Hydrocarbons (EPH, via Method NJEPH v.3)	per analysis	36	\$ 50.00	\$ 1,800.00
PCBs (Method 8082A)	per analysis	36	\$ 55.00	\$ 1,980.00
<b>Total # samples to be analyzed:</b>		<b>288</b>		

**Subtotal for Cost of Lab Analyses:**  
 • Analyses assumes laboratory includes conducting soilmoisture testing in the price noted when producing results on a dry weight basis

CURRENT TASK: Report of Findings	Unit	# Units	Unit Price	Total
Submit Report of Findings and Recommendations per RFP spec.	lump sum	1	\$ 11,500.00	\$ 11,500.00

**TOTAL BID PROPOSAL FOR SCL APPROVAL OF NJDEP WASTE CLASSIFICATION PROTOCOL:** **\$ 58,158.00**

DEWBERRY ENGINEERS INC.  
 Proposal for Environmental Services Characterization of Fill Materials  
 3 Silver Spruce Drive, Vernon Township, New Jersey

APPENDIX  
 (Options 1A, 1B, 1C and 1D spreadsheets)

ATTACHMENT 1 - Option 1C • Cost Spreadsheet  
 Fill Characterization Per NJDEP Document "Fill Material Guidance for SRP Sites".

**ALTERNATIVE TASK Assumes SCL and LSRP Retained at Receptor Facility or BUD Approval of Sampling and Analyses\* Regime with References to "Fill Material Guidance for SRP Sites" for 36,000 CY - at least 70% by volume discrete sampling no more than 30% by volume composite sampling**  
**Subtask - Sampling Hybrid for SCL/Site Remediation/BUD**

	Unit	# Units	Unit Price	Total
Project Mgmt.	hr.	20	\$ 171.00	\$ 3,420.00
Prepare Sampling & Analyses Plan for SCL/LSRP/CSR&RP/BR&HWM Approval	lump sum	1	\$ 2,500.00	\$ 2,500.00
Mob/Demob	this task	1	\$ 750.00	\$ 750.00
Drill Rig	foot	180	\$ 35.25	\$ 5,640.00
Excavator	day			\$ -
Sampling Labor & Support Equip. includes utility truck(s), safety gear, air monitors & Sampling Tools	day	2	\$ 3,575.00	\$ 7,150.00
<b>Sampling Subtotal:</b>				

	Unit	# Units	Unit Price	Total
<b>Subtask: Alternative Analyses for SCL/LSRP/BUD Approval</b>				
Target Analyte List (TAL)/Target Compound List (Minus VOs pending soil gas screening results)+30 TIC	per analysis	49	\$ 365.00	\$ 17,885.00
Confirmatory analyses for TCL VOs (assumes expected acceptable Soil Gas Screening Results)	per analysis	1	\$ 85.00	\$ 85.00
SPL Extraction via EPA Method 1312; analyses of leachate for TAL Metals	per analysis	1	\$ 110.00	\$ 110.00
SPL Extraction via EPA Method 1312; analyses of leachate for TCL VOs, Semi-VOs, Pesticides, PCBs	per analysis	1	\$ 390.00	\$ 390.00
Non-duplicative priority pollutant volatile organic	per analysis	1	\$ 85.00	\$ 85.00
Non-duplicative priority pollutant Semi-volatile organic	per analysis	1	\$ 125.00	\$ 125.00
Non-duplicative priority pollutant Metal	per analysis	1	\$ 75.00	\$ 75.00
Non-duplicative priority pollutant pesticide/herbicide	per analysis	1	\$ 275.00	\$ 275.00
Dioxin/Furan per EPA Test Method 1613B	per analysis	49	\$ 495.00	\$ 24,255.00
Asbestos	per analysis	49	\$ 36.00	\$ 1,764.00
Particle Size Distribution (Grain Size per ASTM D422)	per analysis	49	\$ 75.00	\$ 3,675.00
Percent Volatile Solids	per analysis	49	\$ 2.50	\$ 122.50
Corrosivity (pH; Method 9040C)	per analysis	49	\$ 10.00	\$ 490.00
Reactivity (Method SW846 Ch, 7,3)	per analysis	49	\$ 50.00	\$ 2,450.00
Ignitability (Method 1010A)	per analysis	49	\$ 18.00	\$ 882.00
Extractable Petroleum Hydrocarbons (EPH, via Method NJEPH v.3)	per analysis	49	\$ 50.00	\$ 2,450.00

Confirmatory Toxicity (TCLP -Extraction Method 1311) Full package: Volatile Organics (Analysis Method 8260B), Semi Volatiles (Analysis Method 8270C), RCRA Metals (Analysis Method 6010/7471), Herbicides (Analysis Method 8151), and Pesticides (Analysis Method 8081B),	per analysis	49	\$ 495.00	\$ 24,255.00
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**Total # samples to be analyzed: 497**

**Subtotal for Cost of Lab Analyses:**  
 • Analyses assumes laboratory includes conducting soil moisture testing in the price noted when producing results on a dry weight basis.  
 Assumes TAL/TCL analytes are analyzed via test methods per USEPA Contract Laboratory Program's latest Statement of Work and any non-duplicative PP+ 40 analytes (referred to in the BUD application instructions) are analyzed by SW846 test methods.

	Unit	# Units	Unit Price	Total
<b>CURRENT TASK: Report of Findings</b>				
Submit Report of Findings and Recommendations per RFP spec.	lump sum	1	\$ 11,500.00	\$ 11,500.00

**TOTAL BID PROPOSAL WITH ALTERNATIVE SAMPLING & ANALYSES IF APPROVED BY SCL/LSRP/NJDEP-BUD \$ 110,333.50**

**DEWBERRY ENGINEERS INC.**  
**Proposal for Environmental Services Characterization of Fill Materials**  
**3 Silver Spruce Drive, Vernon Township, New Jersey**

**APPENDIX**  
**(Options 1A, 1B, 1C and 1D spreadsheets)**

**ATTACHMENT 1 - Option 1D - Cost Spreadsheet**

**Fill Characterization Per NJDEP Document: "Fill Material Guidance for SRP Sites"**

**Alternative TASK: Assumes Sampling & Analyses\* Regimen Approved by LSRP Retained at Receptor Facility per NJAC 7:26C/NJDEP (if direct oversight) or BUD Approval per NJAC 7:26-1.7(g) with reference to " Fill Material Guidance for SRP Sites" for 38,000 CV - At least 70% by volume discrete sampling - no more than 30% by volume composite sampling.**

	Unit	# Units	Unit Price	Total
<b>Subtask - Sampling</b>				
Project Mgmt.	hr.	20	\$ 171.00	\$ 3,420.00
Prepare Sampling & Analyses Plan for LSRP/CSR&RP/BR&HWM Approval	lump sum	1	\$ 2,500.00	\$ 2,500.00
Mob/Demob	this task	1	\$ 750.00	\$ 750.00
Drill Rig	foot	160	\$ 35.25	\$ 5,640.00
Excavator	day			\$ -
Sampling Labor & Support Equip. includes utility truck(s), safety gear, air monitors and sampling tools	day	2	\$ 3,575.00	\$ 7,150.00

	Unit	# Units	Unit Price	Total
Target Analyte List (TAL)/ Target Compound List (minus VOs pending soil gas screening results)+ 30 TIC	per analysis	1	\$ 365.00	\$ 365.00
Confirmatory analyses for TCL VOs (assumes expected acceptable Soil Gas Screening Results).	per analysis	1	\$ 85.00	\$ 85.00
SPL Extraction via EPA Method 1312; analyses of leachate for TAL Metals	per analysis	1	\$ 110.00	\$ 110.00
SPL Extraction via EPA Method 1312; analyses of leachate for TCL VOs, Semi-VOs, Pesticides, PCBs	per analysis	1	\$ 390.00	\$ 390.00
Pesticides/PCBs	per analysis	1	\$ 130.00	\$ 130.00
Non-duplicative priority pollutant volatile organic	per analysis	1	\$ 85.00	\$ 85.00
Non-duplicative priority pollutant Semi-volatile organic	per analysis	1	\$ 125.00	\$ 125.00
Non-duplicative priority pollutant Metal	per analysis	1	\$ 75.00	\$ 75.00
Non-duplicative priority pollutant pesticide/herbicide	per analysis	1	\$ 275.00	\$ 275.00
Dioxin/Furan per EPA Test Method 1613B	per analysis	1	\$ 495.00	\$ 495.00
Asbestos	per analysis	1	\$ 36.00	\$ 36.00
Extractable Petroleum Hydrocarbons (EPH, via Method NJEPH v.3)	per analysis	1	\$ 50.00	\$ 50.00

\* Analyses assumes laboratory includes conducting soil moisture testing in the price  
 Assumes TAL/TCL analytes are analyzed via test methods per USEPA Contract Laboratory Program's latest Statement of Work and any non-duplicative PP+ 40 analytes (referred to in the BUD application instructions) are analyzed by SW846 test methods.

<b>Total # samples to be analyzed:</b>	<b>12</b>			
<b>Subtotal for Cost of Lab Analyses:</b>			<b>\$</b>	<b>21,681.00</b>

**ATTACHMENT B**  
**STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
  - a. The correctness or completeness of any document which was prepared by another entity.
  - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
  - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
  - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
  - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
  - f. Site safety or construction quality, means, methods, or sequences.
  - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
  - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
  - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.
3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.





11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
  - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
  - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
  - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
  - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to [Notices@dewberry.com](mailto:Notices@dewberry.com) or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.



Solving Environmental Problems  
& Creating Redevelopment Opportunities

**WORKSCOPE AUTHORIZATION  
SOIL CHARACTERIZATION**

Chuck Voelker  
Vernon Township Business Administrator  
21 Church Street  
Vernon, New Jersey 07462

Wallace Residence  
3 Silver Spruce Drive  
Vernon, New Jersey 07462

*CLIENT*

*PROJECT*

P23116

March 3, 2023

*PROPOSAL NUMBER*

*DATE*

Excel Environmental Resources, Inc. (Excel) is pleased to provide you with this Technical Proposal and Cost Estimate for professional services associated with the sample collection and laboratory analysis of 72 composite samples representing up to 36,000 cubic yards of soil previously stockpiled at the "Wallace Residence" site located at 3 Silver Springs Drive, Vernon Township as well as additional professional services as necessary for site reconnaissance/visual inspection preparation of a focused soil characterization letter report, technical and strategic consultation regarding disposal of the soil at the Sussex County Municipal Utilities Authority, and discussions with Excel's proposed Scope of Work (SOW) and estimated costs are summarized in the detailed cost estimate provided as Attachment A. Excel will conduct this work on a time and materials basis in accordance with Excel's Standard Terms and Conditions and labor rates provided as Attachment B. Excel will not conduct any additional work beyond the scope summarized herein without prior approval. This Cost Estimate is valid for a period of 60 days. As authorization to proceed, please sign in the space indicated and return a signed copy to our office.

<b>TASK 1.0</b>	Site Reconnaissance/Visual Inspection	\$2,990.00
<b>TASK 3.0</b>	Soil Characterization	\$88,872.00
<b>TASK 3.0</b>	Data Evaluation and Technical Consultation	\$3,850.00
<b>TASK 4.0</b>	Preparation of a Focused Soil Characterization Letter Report	\$3,140.00
<b>TASK 5.0</b>	Project Management	\$987.00
<b>PROJECT TOTAL</b>		<b>\$99,839.00</b>

Approved: \_\_\_\_\_  
*Client*

\_\_\_\_\_  
*Date*

Accepted: \_\_\_\_\_  
Excel Environmental Resources, Inc.

3-3-23  
\_\_\_\_\_  
*Date*



**ENGINEERING COST ESTIMATE  
SOIL CHARACTERIZATION  
Wallace Residence (36,000 cy)  
3 Silver Spruce Drive  
Vernon Township, New Jersey**

**TASK 1.0 Site Reconnaissance/Visual Inspection**

Includes the preparation for soil characterization sampling by conducting a site walk with the contractor and a visual inspection of the stockpile area. The site walk will review logistics, safety concerns, and access of the stockpile surface, side slopes, and adjacent areas. The site walk will be used for selection of appropriate equipment and development of a detailed scope of work to characterize soil previously imported and placed as fill material at the Site.

Also includes use of Excel's small unmanned aircraft system (sUAS/Drone) to conduct a flight by an Excel FAA Part 107 licensed pilot. The visual survey will cover approximately 5 acres at the Wallace Residence (Site), located at 3 Silver Spruce Drive. Drone flight includes 4k video, high definition photos, and a high resolution site map of the property to show current conditions of the Site and obtain real-time insights. Deliverables to include aerial maps and model (site map, stockpile/land measurements, stockpile elevation, and 3D site model) that will be generated for Vernon Township use and to aid workscope development.

**Labor:**

Sr. Remediation Site Manager (Pilot)	12 hours @	\$150.00 /hour	\$1,800.00
Project Scientist I (Visual Observer)	8 hours @	\$105.00 /hour	\$840.00
		<b>Labor Total</b>	<b>\$2,640.00</b>

**Travel, Materials, and Equipment:**

Field Vehicle and Expenses	1 day @	\$100.00 /trip	\$100.00
Excel's sUAS/Drone	1 day @	\$250.00 /day	\$250.00
		<b>Travel, Material, and Expenses Total</b>	<b>\$350.00</b>

<b>TASK 1.0 TOTAL</b>	<b>\$2,990.00</b>
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**ENGINEERING COST ESTIMATE  
SOIL CHARACTERIZATION  
Wallace Residence (36,000 cy)  
3 Silver Spruce Drive  
Vernon Township, New Jersey**

**TASK 2.0 Soil Characterization**

Soil characterization sampling includes in-situ collection and analysis of 72 composite soil samples to obtain approval for the transportation and disposal of approximately 36,000 cubic yards of soil stockpiled at the Site. As part of this event, soil samples will be collected between the depths of 0' and 50' below ground surface using a drill rig and excavator, screened with a photoionization detector (PID), locations marked with a Trimble GPS unit, and field composited samples will be submitted for laboratory analysis.

Note that laboratory analytical costs are based on the Sussex County Municipal Utilities Authority (SCMUA) Acceptance Criteria and Application for the Importation of ID-27 Non Hazardous Contaminated Soil (Criteria). For this task, composite samples will be collected at a sampling frequency of 1 sample per 500 cubic yards as defined in the SCMUA Criteria.

Labor and outside services costs provided for estimating purposes - actual duration and units will be used for billing purposes. As previously noted, the soil characterization analysis meets the requirements of the SCMUA Criteria sampling protocol, for the actual site chosen to receive soil if different from SCMUA or if a disposal facility is selected, additional analysis may be required and is not included in this proposal.

**Labor:**

Sr. Remediation Site Manager	10 hours @	\$150.00 /hour	\$1,500.00
Project Scientist I	50 hours @	\$105.00 /hour	\$5,250.00
Staff Geologist/Scientist I	50 hours @	\$85.00 /hour	\$4,250.00
		<b>Labor Total</b>	<b>\$11,000.00</b>

**Travel, Materials, and Equipment:**

Field Vehicle and Travel	4 days @	\$100.00 /day	\$400.00
MultiRae PID	4 days @	\$105.00 /day	\$420.00
2 PPE and Expenses	4 days @	\$25.00 /day	\$200.00
Trimble GPS Unit	4 days @	\$150.00 /day	\$600.00
Stakes/Soil Sampling Equipment	4 days @	\$100.00 /day	\$400.00
		<b>Travel, Materials, and Equipment Total</b>	<b>\$2,020.00</b>

**Outside Services: Soil collection and characterization of 36,000 cubic yards of soil**

Mobilization/Demobilization (AWT)	2 trips @	\$1,400.00 /trip	\$2,800.00
Drill Rig/Acker Air Rotary (AWT)	2 days @	\$3,640.00 /day	\$7,280.00
Excavator-Long Reach (AWT)	2 days @	\$2,970.00 /day	\$5,940.00

Laboratory Analysis: (Chemtech, 10-day turnaround time)

72 Full TCLP	\$482.00 /sample	\$34,704.00	\$59,832.00
72 EPH (non-fractionated)	\$62.00 /sample	\$4,464.00	
72 PCBs	\$67.00 /sample	\$4,824.00	
72 RCRA Characteristics	\$62.00 /sample	\$4,464.00	
72 Grain Size	\$90.00 /sample	\$6,480.00	
72 % Volatile Solids	\$34.00 /sample	\$2,448.00	
72 Encore Sampling Kit	\$34.00 /kit	\$2,448.00	

**Outside Services Total**      \$75,852.00

**TASK 2.0 TOTAL**      **\$88,872.00**



**ENGINEERING COST ESTIMATE  
SOIL CHARACTERIZATION  
Wallace Residence (36,000 cy)  
3 Silver Spruce Drive  
Vernon Township, New Jersey**

**TASK 3.0 Data Evaluation and Technical Consultation**

Includes review and tabulation of all soil data associated with the soil characterization sampling, including preparation of data summary tables and figures. Includes analytical data reduction and tabulation of soil results, QA/QC, and evaluation of data in comparison to the applicable NJDEP SRS for aid in evaluation, approval, and use of fill at SRP sites, specifically for disposal at SCMUA.

Also includes technical, regulatory, and strategic consultation during implementation of the scope of work outlined above. Includes evaluation and negotiation of remedial investigation costs, identifying and evaluating cost-savings strategies that are available for the site, and SCMUA communications.

**Labor:**

Project Director	6 hours @	\$200.00 /hour	\$1,200.00
Sr. Remediation Site Manager	6 hours @	\$150.00 /hour	\$900.00
Project Geologist/Scientist I	8 hours @	\$105.00 /hour	\$840.00
Staff Geologist/Scientist II	6 hours @	\$95.00 /hour	\$570.00
CADD	4 hours @	\$85.00 /hour	\$340.00
		<b>Labor Total</b>	<b>\$3,850.00</b>

<b>TASK 3.0 TOTAL</b>	<b>\$3,850.00</b>
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**TASK 4.0 Preparation of a Focused Soil Characterization Letter Report**

Includes the preparation of a Focused Soil Characterization Letter Report that includes the analytical data table(s), site and sample location figures, summary of the analytical results, and Excel's overall conclusions and recommendations based on the soil characterization findings. Includes preparation of an electronic copy of the draft report and an electronic copy and 3 hard copies of the final report.

**Labor:**

Project Director	4 hours @	\$200.00 /hour	\$800.00
Sr. Remediation Site Manager	8 hours @	\$150.00 /hour	\$1,200.00
Project Geologist/Scientist I	6 hours @	\$105.00 /hour	\$630.00
CADD	4 hours @	\$85.00 /hour	\$340.00
Administrative Assistant	2 hours @	\$85.00 /hour	\$170.00
		<b>Labor Total</b>	<b>\$3,140.00</b>

<b>TASK 4.0 TOTAL</b>	<b>\$3,140.00</b>
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**ENGINEERING COST ESTIMATE  
SOIL CHARACTERIZATION  
Wallace Residence (36,000 cy)  
3 Silver Spruce Drive  
Vernon Township, New Jersey**

**TASK 5.0 Project Management**

Includes management of the project, including scheduling of meetings and calls and management/distribution and filing of project documents, including emails, meeting and conference call notes, letters and reports. This task also includes the financial management of the project, including budget management and cost tracking and control, budget summary and invoice preparation.

**Labor:**

Sr. Remediation Site Manager	4 hours @	\$150.00 /hour	\$600.00
Administrative Assistant	4 hours @	\$85.00 /hour	\$340.00
		<b>Labor Total</b>	<b>\$940.00</b>

**Materials and Equipment:**

Other Direct Costs (Phone, Fax, Copying, Mail @ 5% of PM Labor)	\$47.00
<b>Materials and Equipment Total</b>	<b>\$47.00</b>

<b>TASK 5.0 TOTAL</b>	<b>\$987.00</b>
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<b>PROJECT TOTAL</b>	<b>\$99,839.00</b>
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**NOTES:**

Please note that this cost estimate is based on sampling to characterize up to 36,000 cubic yards of soil. Sampling of any additional volume, beyond 36,000 cubic yards, if any, will be provided at the unit costs outlined in this cost estimate.

Soil quantities are estimated by the NJDEP Bureau of Solid Waste Compliance and Enforcement (BSW) and provided to Excel by Vernon Township.

This estimate assumes site access and security to be provided by Vernon Township.



**TOWNSHIP OF VERNON**

**RESOLUTION #23-127**

**RESOLUTION OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AUTHORIZING THE PROCURING OF PROPRIETARY SOFTWARE FOR DEPARTMENT OF PUBLIC WORKS OPERATIONS THROUGH THE COMPETITIVE CONTRACTING PROCESS**

**WHEREAS**, the Township of Vernon has a requirement of software solutions for the operations of all aspects of the Department of Public Works, including the capability to geolocate sewerage and storm water assets; and

**WHEREAS** such services are authorized under the New Jersey Local Publics Contract Law (N.J.S.A.40A:11-4.1(a)) to be procured through the competitive contracting process; and

**WHEREAS** the Township desires to evaluate such service offerings from vendors within the procedures as set forth in the New Jersey Local Publics Contract Law (N.J.S.A.40A:11-4.1 et. seq. and N.J.A.C. 5:34-4 et. Seq.); and

**WHEREAS** the Township desires to enter into a contract for up to a five (5) year contract that will satisfy the needs of the Township; and

**WHEREAS**, as per statute the process will be administered by the Qualified Purchasing Agent (N.J.S.A 40A:11-4.5(d)).

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

The Qualified Purchasing Agent is hereby authorized to commence the competitive contract/ procurement as allowable under the New Jersey Local Publics Contract Law for software solutions for the operations of all aspects of the Department of Public Works, allowing for a minimum of 20 days' notice after advertisement to receive responses, per Local Publics Contract Law.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

---

Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						



**TOWNSHIP OF VERNON**

**RESOLUTION #23-128**

**APPROVING ACTIVE VOLUNTEER FIREFIGHTER FOR MEMBERSHIP IN THE  
NEW JERSEY STATE FIREMEN’S ASSOCIATION (Caratozzolo)**

**WHEREAS**, the Township Council recognizes the extraordinary contributions made by volunteer firefighters to our community and seeks to encourage their full participation in professional organizations; and

**WHEREAS**, Vincent A Caratozzolo an active firefighter and member of the Vernon Volunteer Fire Department, is requesting approval to submit an application for membership to the New Jersey State Firemen’s Association.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Vernon, Sussex County, New Jersey hereby approves Vincent A Caratozzolo for membership in the New Jersey State Firemen’s Association.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

New Jersey State  
Firemen's Association  
Application for Membership

Form 100 - REV 5/19

Date 2/17/2023

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

VERNON TOWNSHIP 416 VERNON SUSSEX  
Relief Association Name Assoc. Number Municipality County

CO 1 VERNON FIRE DEPT.  
Fire Company Name Fire Department Name

VINCENT A Caratozzolo  
Applicant Name First Middle Initial Last Suffix

[Redacted] [Redacted] [Redacted] 17  
Home Address Street Municipality Zip Code # of years

[Redacted] [Redacted] [Redacted] [Redacted]  
Date of Birth Birth Place SS # (REQUIRED)

[Redacted] [Redacted]  
Applicant Phone Number Applicant Email Address

Have you ever applied to be a member of the NJSFA?  Yes  No If yes, when 2004 where Bergenfield

If you have a line number with another Relief Association:  Stay with previous Association  Move records to new Association

Signature of Applicant (witnessed by a Notary Public): [Signature]

State of New Jersey, County of SUSSEX

On February 17, 2023 before me, Katie L. Kaslatis Notary Public in and for said county, personally appeared

Vincent A. Caratozzolo (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document:

My Commission Expires: 10-04-2026 Katie L. Kaslatis Notary Public of New Jersey My Commission Expires 10.4.2026

Signature of Relief Association Secretary Signature of Chief of Department

Type of Firefighter the Applicant will be:  Career (full time paid)  Volunteer

Municipal/Fire District Approval: I hereby certify that this applicant was admitted to active membership in the Department and has been approved by the governing body of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Municipal Clerk/Board of Fire Commissioners: \_\_\_\_\_

- A. Application portion should be completed by Applicant - Typed or Printed ONLY
- B. Application must have the Physical Test Record completed by a New Jersey Licensed Physician, Nurse Practitioner or Physician's Assistant
- C. The completed Application and Physical Test Record must be returned to the Local Relief Secretary
- D. The Local Relief Secretary shall review the application for completeness, attain the proper signatures, and forward to the NJSFA State office.

The Applicant is not a member of the NJSFA until the completed ORIGINAL application is received AND approved at the NJSFA State office.

**TOWNSHIP OF VERNON**

**RESOLUTION #23-129**

**SELF-EXAMINATION OF 2023 BUDGET RESOLUTION**

*[as required by DCA]*

**WHEREAS**, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

**WHEREAS**, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the Township of Vernon has been declared eligible to participate in the program by the Division of Local Government Services, and the Chief Financial Officer has determined that the local government meets the necessary conditions to participate in the program for the 2023 budget year.

**NOW THEREFORE BE IT RESOLVED** by the governing body of the Township of Vernon that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
  - a. Payment of interest and debt redemption charges
  - b. Deferred charges and statutory expenditures
  - c. Cash deficit of preceding year
  - d. Reserve for uncollected taxes
  - e. Other reserves and non-disbursement items
  - f. Any inclusions of amounts required for school purposes.
2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).
3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
4. That pursuant to the Local Budget Law:
  - a. All estimates of revenue are reasonable, accurate and correctly stated,
  - b. Items of appropriation are properly set forth
  - c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.
5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.
6. That all other applicable statutory requirements have been fulfilled.

**BE IT FURTHER RESOLVED** that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

*Township of Vernon*  
SUSSEX COUNTY, NEW JERSEY

**CERTIFICATION OF APPROVED BUDGET**

It is hereby certified that the Approved Budget complies with the requirements of law and approval is given pursuant to N.J.S.A. 40A:4-78(b) and N.J.A.C. 5:30-7.

It is further certified that the municipality has met the eligibility requirements of N.J.A.C. 5:30-7.4 and 7.5, and that I, as Chief Financial Officer, have completed the local examination in compliance with N.J.A.C. 5:30-7.6.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer

This certification form and resolution of the governing body executing such certification should be annexed to the adopted budget (N.J.A.C. 5:30-7.6(e))

# TOWNSHIP OF VERNON

## RESOLUTION #23-104

### A RESOLUTION AMENDING BUDGET

**WHEREAS**, the introduction of the Local Municipal Budget for the Year 2023 was approved on March 27, 2023, and

**WHEREAS**, the public hearing on said Budget has not yet been held as advertised, and

**WHEREAS**, it is desired to amend the Introduced Budget,

**NOW THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Vernon, County of Sussex, that the following amendments to the approved Budget of 2023 be made:

	From	To	Change
Current Fund			
General Revenues			
1. Surplus Anticipated	1,150,000.00	2,065,000.00	+915,000.00
3. General Revenues			
(G) Special Items of Revenue			
Hotel Occupancy Tax	365,000.00	377,000.00	+12,000.00
6. (a) Local Tax for Municipal Purposes	20,055,217.53	18,975,217.53	(1,080,000.00)
Including Reserve for Uncollected Taxes			
7. Total General Revenues	31,185,000.00	31,032,000.00	(153,000.00)
General Appropriations			
8. General Appropriations			
(A) Operations-within "CAPS"			
General Government:			
Revenue Administration S&W	161,000.00	156,000.00	(5,000.00)
Public Works Functions:			
Streets and Roads Maintenance O/E	710,000.00	670,000.00	(40,000.00)
Total Operations within "CAPS"	17,280,499.00	17,235,499.00	(45,000.00)
Total Operations Including Contingent	17,280,499.00	17,235,499.00	(45,000.00)
within "CAPS"			

	From	To	Change
<b>Current Fund</b>			
(C) Capital Improvements – Excluded from “CAPS”			
Capital Improvement Fund	1,235,000.00	1,160,000.00	(75,000.00)
Total Capital Improvements Excluded from “CAPS”	1,906,350.00	1,831,350.00	(75,000.00)
(H-2) Total General Appropriations for Municipal Purposes Excluded from “CAPS”	8,859,010.03	8,784,010.03	(75,000.00)
(M) Reserve for Uncollected Taxes	2,524,583.97	2,491,583.97	(33,000.00)
9. Total General Appropriations	31,185,000.00	31,032,000.00	(153,000.00)

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 24, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
 Marcy Gianattasio, RMC, CMR  
 Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

**SECTION 2 - UPON ADOPTION FOR YEAR 2023**

**RESOLUTION #23-130**

Be it Resolved by the VERNON **COUNCIL MEMBERS** of the SUSSEX **TOWNSHIP**  
of County of that the budget hereinbefore set forth is hereby  
adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 18,975,217.53 (Item 2 below) for municipal purposes, and
- (b) \$ - (Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
- (c) \$ - (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in  
Type II School Districts only (N.J.S.A. 18A:9-3) and certification to the County Board of Taxation of  
the following summary of general revenues and appropriations.
- (d) \$ - (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
- (e) \$ - (Sheet 44) Arts and Culture Trust Fund Levy
- (f) \$ - (Item 5 Below) Minimum Library Tax

**RECORDED VOTE**

(Insert last name)

Ayes	Nays	Abstained
Absent		

<b>SUMMARY OF REVENUES</b>					
1. General Revenues					
Surplus Anticipated				08-100	\$ 2,065,000.00
Miscellaneous Revenues Anticipated				13-089	\$ 7,916,782.47
Receipts from Delinquent Taxes				15-499	\$ 2,075,000.00
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSED (Item 6(a), Sheet 11)				07-190	\$ 18,975,217.53
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:					
Item 6, Sheet 42			07-195	\$ -	
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)			07-191	\$ -	
TOTAL AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY					\$ -
4. To Be Added TO THE CERTIFICATE FOR THE AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:					
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)			07-191	\$ -	
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY TAX			07-192	\$ -	
Total Revenues			13-299	\$ 31,032,000.00	



**VERNON TOWNSHIP**

**ORDINANCE #23-12**

**BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF A NEW FIRE TRUCK BY THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY, APPROPRIATING \$845,300 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$320,300 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING SUCH APPROPRIATION.**

**BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY** (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

Section 1. The improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by The Township of Vernon, in the County of Sussex, New Jersey. For the said improvement or purpose stated in said Section 3, there is hereby appropriated the sum of \$845,300, said sum being inclusive of all appropriations heretofore made therefor and including the sum of \$350,000 as the down payment for said improvement or purpose required by law and now available therefor by virtue of provision in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes and including also \$175,000 from Fire Truck Reserves of the Township.

Section 2. For the financing of said improvement or purpose, including for the purpose of applicable United States Treasury regulations the reimbursement of expenditures heretofore or hereafter made therefor, and to meet the part of said \$845,300 appropriation not provided for by application hereunder of said down payment and Fire Truck Reserves, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$320,300 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and

to temporarily finance said improvement or purpose, negotiable notes of the Township in a principal amount not exceeding \$320,300 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. (a) The improvement hereby authorized and purpose for the financing of which said obligations are to be issued is the acquisition by purchase of new and additional firefighting equipment for the preservation of life and property in the Township, consisting of one (1) pumper truck for use by the Highland Lakes Fire Company of the Township, including all equipment, appurtenances, accessories and attachments necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Township Clerk and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said purpose is \$320,300.

(c) The estimated cost of said purpose is \$845,300, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the amount of the said \$350,000 down payment for said purpose and the said \$175,000 from Fire Truck Reserves of the Township.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The said purpose described in Section 3 of this bond ordinance is not a current expense and is a property or improvement which the Township may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of said purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is ten (10) years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Township Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$320,300, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$60,000 for interest on said obligations, costs of issuing said obligations and other items of expense listed in and permitted under section 40A:2-20 of said Local Bond Law may be included as part of the cost of said improvement and is included in the foregoing estimate thereof.

Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer, the acting chief financial officer or the treasurer of the Township (the "Chief Financial Officer") provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the

provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale at not less than par and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Township at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 6. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable property within the Township for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 7. The capital budget or temporary capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Township Clerk and are available for public inspection.

Section 8. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by said Local Bond Law.

**CERTIFICATION**

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on March 27, 2023, and the same came up for final passage and was adopted at the Meeting of the Township Council held on April 24, 2023 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

\_\_\_\_\_  
Marcy Gianattasio, Clerk  
Township of Vernon

\_\_\_\_\_  
Howard Burrell, Mayor

**Township of Vernon**

**INTRODUCED: March 27, 2023**

NAME	M	S	YES	NO	ABSTAI N	ABSEN T
Distasi, P		X	X			
Rizzuto, P.			X			
Sparta, B.	X		X			
Tadrick, J.			X			
Buccieri, N			X			

**ADOPTED:**

NAME	M	S	YES	NO	ABSTAI N	ABSEN T
Distasi, M						
Rizzuto, P.						
Sparta, B.						
Tadrick, J.						
Buccieri, N.						

# TOWNSHIP OF VERNON

## ORDINANCE #23-13

### ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING CHAPTER 94 OF THE CODE OF THE TOWNSHIP OF VERNON REGARDING THE POLICE DIVISION

**WHEREAS**, on February 4, 2021, P.L. 2021, c. 7, was enacted which requires the Civil Service Commission to exempt from the requirement to take an examination for an entry-level law enforcement position a person who has successfully completed a full Basic Course for Police Officers training at a school approved by the New Jersey Police Training Commission; and

**WHEREAS**, a municipal police department may hire a person exempt from the requirement to take an examination for an entry-level law enforcement position, upon the adoption of an ordinance or resolution by the governing body authorizing such hiring by the police department and the adoption of a conflict of interest and nepotism policy; and

**WHEREAS**, on September 13, 2021, the Township Council of the Township of Vernon adopted ordinance No. 21-30 to authorize the hiring of entry-level law enforcement officers without an examination; and

**WHEREAS**, on January 18, 2022, P.L. 2021, c. 406 was passed which amended P.L. 2021, c. 7; and

**WHEREAS**, a determination has been made that the municipal code concerning the Police Division needs to be amended in light of the passing of P.L. 2021, c. 406.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Township of Vernon, County of Sussex, and State of New Jersey that the Township Code shall be amended as follows:

#### **SECTION 1**

Section 94-5 of the Municipal Code of the Township of Vernon is hereby amended as follows:

#### **§ 94-5. Requirements for probationary patrolman; appointment.**

- C. In accordance with ~~P.L. 2021, c. 7~~ (N.J.S.A. 11A:4-1.3) and in the sole discretion of the appointing authority, probationary patrolmen may also be appointed without taking a competitive examination if they have successfully completed a full Basic Course for Police Officers training course at a school approved and authorized by the New Jersey Police Training commission.

#### **SECTION 2**

Each section of this ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity of constitutionality of any other sections or parts thereof.

#### **SECTION 3**

~~Strikeouts~~ are deletions. Highlights are added material.

Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed as to their inconsistencies only.

**SECTION 4**

This Ordinance shall take effect immediately as provided by law.

**CERTIFICATION**

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on April 10, 2023, and the same came up for final passage and was adopted at the Meeting of the Township Council held on April 24, 2023 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

\_\_\_\_\_  
 Marcy Gianattasio, Clerk  
 Township of Vernon

\_\_\_\_\_  
 Howard Burrell, Mayor

**Township of Vernon**

**INTRODUCED: April 10, 2023**

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Distasi, P			X			
Rizzuto, P.			X			
Sparta, B.		X	X			
Tadrick, J.	X		X			
Buccieri, N			X			

**ADOPTED:**

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Distasi, M						
Rizzuto, P.						
Sparta, B.						
Tadrick, J.						
Buccieri, N.						