



## **VERNON TOWNSHIP COUNCIL MEETING AGENDA**

**7:00 PM REGULAR SESSION (OPEN TO THE PUBLIC)**

**AUGUST 11, 2025**

### **1. CALL TO ORDER**

**2. STATEMENT:** Adequate Notice of this Regular Meeting was provided to the public and the press on January 19, 2025 and was posted at the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A.10:4-7.

### **3. SALUTE THE FLAG**

### **4. ROLL CALL**

### **5. MAYOR COMMENTS**

### **6. PUBLIC COMMENT (For Current Agenda Items Only, Limited to 3 Minutes Per Person)**

### **7. REVIEW OF BILLS LIST**

### **8. APPROVAL OF MINUTES**

June 23, 2025 – Executive Session

June 23, 2025 – Regular Meeting

July 14, 2025 – Regular Meeting

### **9. CONSENT AGENDA**

**Resolution #25-201:** Approving a Peddler's License for Frank DiAngelo

**Resolution #25-202:** Resolution Awarding CC# 6-2025 to Lew Environmental in a Fair and Open Award for Lead Paint Inspection Consultant

**Resolution #25-203:** Resolution Rejecting Bid Submittals for Bid # 5R-2025 1<sup>st</sup> Responders Memorial Bid

**Resolution #25-204:** Resolution Authorizing Negotiations for Receipt of Bids for 1<sup>st</sup> Responders Memorial Project Under N.J.S.A. 40A:11-5(3)

**Resolution #25-205:** Resolution Authorizing the Purchase of ALTEC AT40G 4x4 Bucket Truck and Accessories Through Sourcewell National Cooperative 040924-ALT Global Rental Inc.

**Resolution #25-206:** Authorizing Contracts with Certain Approved State Contract Vendors Under T-3124

**Resolution #25-207:** Authorize a Date for Municipal Tax Sale

**Resolution #25-208:** Loan Agreement Between Mountain Creek Resort and the State of New Jersey By and For The Department of Environment Protection

**Resolution #25-209:** Authorization to Endorse a Treatment Works Approval Application to the New Jersey Department of Environment Protection for Construction of an On-Site Wastewater Treatment and Disposal System Alteration at Village Way Located at Block 451 Lot 12

**Resolution #25-210:** Resolution Appointing Thomas Van Leuven as Fire Official for the Township of Vernon

**Resolution #25-211:** Authorizing the Use of Morris County Cooperative Pricing Council for Proposed Improvements to Various Streets-LK Conway

**Resolution #25-212:** Authorizing the Award of Contract for Proposed Improvements to Canistear Road

**Resolution #25-213:** Authorizing the Use of Morris County Cooperative Pricing Council for Proposed Improvements to Canistear Road

**Resolution #25-214:** Authorizing the Use of Morris County Cooperative Pricing Council for Proposed Improvements to Macpeek Road

**Resolution #25-215:** Resolution of the Township of Vernon, County of Sussex, State of New Jersey, Authorizing a Reduction of the Municipal Portion of Gun and Carry Permit Fee Effective January 1, 2026

## **10. INTRODUCTION OF ORDINANCES**

**Ordinance #25-11:** An Ordinance to Amend Chapter 5, Entitled, “Administration of Government” of the Code of the Township of Vernon, Sussex County, New Jersey

**Ordinance #25-12:** An Ordinance to Amend Chapter 250, Entitled, “Fees and Escrows” of the Code of the Township of Vernon, Sussex County, New Jersey

## **11. PUBLIC HEARING/ADOPTION OF ORDINANCE**

**Ordinance #25-10:** An Ordinance Establishing Chapter 409, Parking for Gold Star Families, of the Code of the Township of Vernon

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

**13. COUNCIL COMMENTS**

**14. COUNCIL PRESIDENT COMMENTS**

**15. ADJOURNMENT**

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Range of Checking Accts: 10-001 to 10-001 Range of Check Dates: 07/10/25 to 08/07/25  
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  |
|---------|------------|-----------------------------------------|--------------|-----------------|----------|
| PO #    |            | Description                             |              |                 | Contract |
| 10-001  |            | GENERAL/CENTRAL CHECKING                |              |                 |          |
| 64241   | 07/11/25   | TREAS045 TREASURER, STATE OF NEW JERSEY |              |                 | 602      |
|         | 25-00998   | 2nd qtr 2025 state train fee            | 8,821.00     |                 |          |
| 64242   | 07/14/25   | SUSSE095 SUSSEX COUNTY M.U.A.           |              |                 | 603      |
|         | 25-00999   | REVIEW FEE                              | 1,500.00     |                 |          |
| 64243   | 07/15/25   | COPPO025 COPPOLA SERVICES, INC          |              |                 | 605      |
|         | 22-01659   | PS 2 REPLACEMENT                        | 27,337.42    |                 |          |
| 64244   | 07/15/25   | EZWHE005 E-Z WHEELS DRIVING SCHOOL, INC |              |                 | 605      |
|         | 25-00934   | CDL TRAINING 2 EMPLOYEES                | 7,998.00     |                 |          |
| 64245   | 07/15/25   | HANSM005 Han & Smith                    |              |                 | 605      |
|         | 25-00591   | 2025 Prosecutor Services                | 5,250.00     |                 |          |
| 64246   | 07/15/25   | KINGM005 KING MOENCH HIRNIAK MEHTA&COLL |              |                 | 605      |
|         | 25-00986   | Legal Retainer June 2025                | 6,250.00     |                 |          |
| 64247   | 07/15/25   | NJDEP025 NJ DEPT LABOR & WORKFORCE      |              |                 | 605      |
|         | 25-00863   | unemployment comp fund                  | 543.60       |                 |          |
| 64248   | 07/15/25   | TANGE005 TANGENT COMPUTER INC           |              |                 | 605      |
|         | 25-00954   | Cloud Computing Services 2025           | 3,600.00     |                 |          |
|         | 25-00982   | DataCove Email Archival                 | 5,890.50     |                 |          |
|         |            |                                         | 9,490.50     |                 |          |
| 64249   | 07/15/25   | VERNO120 VERNON TWP BOARD OF EDUCATION  |              |                 | 605      |
|         | 25-01006   | July Current First Half                 | 2,606,787.55 |                 |          |
| 64250   | 07/17/25   | ABIGA005 ABIGAIL LENZ                   |              |                 | 606      |
|         | 25-00952   | Car Seat Reg Reimbursment               | 55.00        |                 |          |
| 64251   | 07/17/25   | ACEWA005 ACE WALCO TERMITE & PEST CONTR |              |                 | 606      |
|         | 25-00169   | PEST CONTROL SERVICES                   | 76.67        |                 |          |
| 64252   | 07/17/25   | ACMEM005 ACME MARKETS, INC              |              |                 | 606      |
|         | 25-00056   | Senior Center Programs                  | 93.27        |                 |          |
|         | 25-00064   | Rec Programs                            | 45.43        |                 |          |
|         |            |                                         | 138.70       |                 |          |
| 64253   | 07/17/25   | ALLIE020 ALLIED OIL                     |              |                 | 606      |
|         | 25-00092   | Municipal Gas & Diesel Fuel             | 12,507.60    |                 |          |
| 64254   | 07/17/25   | AMAZO005 AMAZON.COM SERVICES LLC        |              | 07/17/25 VOID   | 0        |
| 64255   | 07/17/25   | AMAZO005 AMAZON.COM SERVICES LLC        |              |                 | 606      |
|         | 25-00012   | Police Supplies                         | 84.90        |                 |          |
|         | 25-00058   | SC Programs                             | 387.68       |                 |          |
|         | 25-00067   | Rec Programs                            | 265.57       |                 |          |

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| 10-001   |            | GENERAL/CENTRAL CHECKING                | Continued   |                 |          |
| 64255    |            | AMAZON.COM SERVICES LLC                 | Continued   |                 |          |
| 25-00404 |            | Memorial Marker Park Donation           | 152.97      |                 |          |
| 25-00964 |            | ROAD HERO TRAFFIC CONES                 | 596.98      |                 |          |
| 25-00994 |            | PARKS SUPPLIES                          | 226.22      |                 |          |
|          |            |                                         | 1,714.32    |                 |          |
| 64256    | 07/17/25   | AMYHA005 AMY HACKETT                    |             |                 | 606      |
| 25-00960 |            | MAC GRANT COORD 4th Qtr                 | 250.00      |                 |          |
| 64257    | 07/17/25   | ANJEC005 ANJEC                          |             |                 | 606      |
| 25-00841 |            | 2025 Membership Env Comm                | 450.00      |                 |          |
| 64258    | 07/17/25   | BASSA005 BASSANI POWER EQUIPMENT        |             |                 | 606      |
| 25-00267 |            | PARTS TO REPAIR SCAG MOWERS             | 134.07      |                 |          |
| 64259    | 07/17/25   | BRIGH010 BRIGHTSPEED                    |             |                 | 606      |
| 25-00979 |            | Municipal Phone Service 2025            | 690.87      |                 |          |
| 64260    | 07/17/25   | BRTTE005 BRT Technologies, LLC          |             |                 | 606      |
| 25-00974 |            | Annual Software License                 | 973.35      |                 |          |
| 64261    | 07/17/25   | CAESA005 CAESARS ATLANTIC CITY          |             |                 | 606      |
| 25-00967 |            | NJLM Reservations                       | 504.00      |                 |          |
| 64262    | 07/17/25   | CAMPB020 CAMPBELL FREIGHTLINER, LLC     |             |                 | 606      |
| 25-00191 |            | PARTS TO REPAIR FREIGHTLINER            | 188.48      |                 |          |
| 25-00192 |            | PARTS TO REPAIR FIRE TRUCKS             | 787.65      |                 |          |
|          |            |                                         | 976.13      |                 |          |
| 64263    | 07/17/25   | CANNI005 THE CANNING GROUP LLC          |             |                 | 606      |
| 25-00094 |            | QPA Services                            | 1,750.00    |                 |          |
| 64264    | 07/17/25   | CETIR005 C & E TIRES                    |             |                 | 606      |
| 25-00258 |            | VARIOUS TIRE REPAIRS                    | 912.00      |                 |          |
| 64265    | 07/17/25   | CHERR005 CHERRY VALLEY TRACTOR SALES, I |             |                 | 606      |
| 25-00265 |            | PARTS TO REPAIR NEW HOLLAND EQ          | 349.48      |                 |          |
| 64266    | 07/17/25   | CINTA005 CINTAS CORPORATION NO 2        |             |                 | 606      |
| 25-00302 |            | Janitorial Supplies                     | 727.76      |                 |          |
| 25-00374 |            | UNIFORM EXPENSE                         | 1,939.15    |                 |          |
| 25-00968 |            | Municipal AED Maintenance               | 424.00      |                 |          |
|          |            |                                         | 3,090.91    |                 |          |
| 64267    | 07/17/25   | CLUTC005 DOVER BRAKE & CLUTCH           |             |                 | 606      |
| 25-00197 |            | PARTS TO REPAIR VES VEHICLES            | 306.29      |                 |          |
| 25-00198 |            | PARTS TO REPAIR DPW VEHICLES            | 813.17      |                 |          |
|          |            |                                         | 1,119.46    |                 |          |
| 64268    | 07/17/25   | COREL080 CORELOGIC - REFUND DEPT        |             |                 | 606      |
| 25-00856 |            | 2024 REFUND-WAGNER BL-153 LT-6          | 5,159.01    |                 |          |

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| 64268    |            | CORELOGIC - REFUND DEPT                  | Continued   |                 |          |
| 25-00858 | 2025       | REFUND-WAGNER BL-153 LT-6                | 2,560.00    |                 |          |
|          |            |                                          | 7,719.01    |                 |          |
| 64269    | 07/17/25   | CRAFC005 CRAFCO INC.                     |             |                 | 606      |
| 25-00912 |            | CRACK SEALER                             | 3,495.25    |                 |          |
| 64270    | 07/17/25   | CREAT020 CREATIVE VISUAL SYSTEM          |             |                 | 606      |
| 25-00128 |            | SIGN SUPPLIES                            | 2,955.94    |                 |          |
| 64271    | 07/17/25   | CRYST005 CRYSTAL MOUNTAIN SPRINGS        |             |                 | 606      |
| 25-00313 |            | WATER COOLER SERVICE                     | 562.38      |                 |          |
| 64272    | 07/17/25   | DAMST005 JANE DAMSTRA                    |             |                 | 606      |
| 25-00057 |            | SC Mileage                               | 82.32       |                 |          |
| 64273    | 07/17/25   | DECOR005 RILEIGHS OUTDOOR DECOR          |             |                 | 606      |
| 25-00870 |            | Hometown Hero Banners May                | 4,400.73    |                 |          |
| 64274    | 07/17/25   | DONNE015 RR DONNELLEY                    |             |                 | 606      |
| 25-00638 |            | #10 WINDOW ENVELOPES                     | 1,043.00    |                 |          |
| 64275    | 07/17/25   | DOWNT005 MISHELLE DOWNTAIN               |             |                 | 606      |
| 25-00066 |            | Rec Event Mileage                        | 23.52       |                 |          |
| 64276    | 07/17/25   | DRAEG005 DRAEGER SAFETY DIAGNOSTICS, IN  |             |                 | 606      |
| 25-00033 |            | Alcotest                                 | 229.25      |                 |          |
| 64277    | 07/17/25   | EDMUN005 EDMUNDS & ASSOCIATES, INC       |             |                 | 606      |
| 25-00938 |            | ADVICE ONLY ESTIMATED BILLS              | 1,717.64    |                 |          |
| 25-00985 |            | BLANK TAX BILLS                          | 111.00      |                 |          |
|          |            |                                          | 1,828.64    |                 |          |
| 64278    | 07/17/25   | ENTER020 ENTERPRISE FLEET MANAGMENT, INC |             |                 | 606      |
| 25-00199 |            | MONTHLY LEASE PAYMENTS                   | 16,700.43   |                 |          |
| 64279    | 07/17/25   | FASTE005 FASTENAL COMPANY                |             |                 | 606      |
| 25-00202 |            | RE-STOCKING OF SAFETY VEND MAC           | 212.20      |                 |          |
| 64280    | 07/17/25   | FATHE005 Father John's Animal House Inc  |             |                 | 606      |
| 25-00465 |            | Spay/Neuter                              | 554.85      |                 |          |
| 64281    | 07/17/25   | GIANA005 MARCY GIANATTASIO               |             |                 | 606      |
| 25-00949 |            | Zoom Webinar 6/25/25-7/24/25             | 68.23       |                 |          |
| 64282    | 07/17/25   | GPCNA005 NAPA Auto Parts                 |             |                 | 606      |
| 25-00204 |            | PARTS TO REPAIR DPW & MUNI VEH           | 1,508.08    |                 |          |
| 64283    | 07/17/25   | GRANI005 GRANICUS, LLC                   |             |                 | 606      |
| 25-00961 |            | 2024/2025 Rentals Contract               | 7,425.19    |                 |          |

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| 64284    | 07/17/25 HAW00005 JASON HAW                     |           |               |                 | 606      |
| 25-00906 | Conf Reimbursment                               | 153.65    |               |                 |          |
| 64285    | 07/17/25 HECTO010 HECTOR CARTAGENA              |           |               |                 | 606      |
| 25-00956 | 2025 REFUND                                     | 5,754.66  |               |                 |          |
| 25-00957 | 2024 REFUND                                     | 947.45    |               |                 |          |
|          |                                                 | 6,702.11  |               |                 |          |
| 64286    | 07/17/25 HENRY010 HENRY MATAK                   |           |               |                 | 606      |
| 25-00928 | 2024 REFUND                                     | 1,256.59  |               |                 |          |
| 25-00929 | 2025 REFUND                                     | 3,227.72  |               |                 |          |
|          |                                                 | 4,484.31  |               |                 |          |
| 64287    | 07/17/25 HERAL005 NEW JERSEY HERALD             |           |               |                 | 606      |
| 25-00264 | 2025 Legal Advertising                          | 139.51    |               |                 |          |
| 64288    | 07/17/25 HHAUT005 H & H AUTO PARTS OF VERNON    |           | 07/17/25 VOID |                 | 0        |
| 64289    | 07/17/25 HHAUT005 H & H AUTO PARTS OF VERNON    |           |               |                 | 606      |
| 25-00226 | PARTS TO REPAIR DPW VEHICLES                    | 2,529.61  |               |                 |          |
| 25-00227 | PARTS TO REPAIR VES VEHICLES                    | 269.32    |               |                 |          |
|          |                                                 | 2,798.93  |               |                 |          |
| 64290    | 07/17/25 HIGHL025 HIGHLAND LAKES VOLUNTEER FIRE |           |               |                 | 606      |
| 25-00953 | reimburse june 2025 expenses                    | 3,844.27  |               |                 |          |
| 64291    | 07/17/25 HOOVE005 HOOVER TRUCK CENTERS, INC     |           |               |                 | 606      |
| 25-00232 | PARTS TO REPAIR FREIGHTLINER                    | 2,334.06  |               |                 |          |
| 64292    | 07/17/25 INFIN005 INFINITY CREATIVE ARTS        |           |               |                 | 606      |
| 25-00343 | Rec Event Signs and Banners                     | 80.00     |               |                 |          |
| 25-00932 | Comm Garden Plot Signs                          | 270.00    |               |                 |          |
|          |                                                 | 350.00    |               |                 |          |
| 64293    | 07/17/25 INSTI010 INSTITUTE FOR PRO DEVL        |           |               |                 | 606      |
| 25-00476 | LISA & NICOLE WEBINAR FOR CEUS                  | 100.00    |               |                 |          |
| 64294    | 07/17/25 JEMEL005 JEM ELECTRIC LLC              |           |               |                 | 606      |
| 25-00916 | wiring air compressor                           | 944.00    |               |                 |          |
| 64295    | 07/17/25 JOHNS020 JOHNNY ON THE SPOT DBA UNITED |           |               |                 | 606      |
| 25-00069 | Porta Potty Rentals                             | 834.10    |               |                 |          |
| 64296    | 07/17/25 KUIKE005 KUIKEN BROTHERS CO., INC.     |           |               |                 | 606      |
| 25-00683 | Wood Community Garden                           | 41.54     |               |                 |          |
| 64297    | 07/17/25 LAWOF020 LAW OFFICE OF JOHN C GREY JR. |           |               |                 | 606      |
| 25-00091 | Public Defender Services                        | 1,950.00  |               |                 |          |
| 64298    | 07/17/25 LAWSO010 LAWSON PRODUCTS               |           |               |                 | 606      |
| 25-00213 | VARIOUS SHOP SUPPLIES                           | 131.25    |               |                 |          |

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| 10-001   |            | GENERAL/CENTRAL CHECKING               | Continued   |                 |          |
| 64299    | 07/17/25   | MCAFE005 MC AFEE FIRE DEPT.            |             |                 | 606      |
| 25-00946 |            | may 2025 reimbursements                | 3,849.19    |                 |          |
| 64300    | 07/17/25   | MCAFE010 MC AFEE HARDWARE CO., INC.    |             |                 | 606      |
| 25-00060 |            | SC Supplies                            | 5.29        |                 |          |
| 25-00126 |            | SIGN SUPPLIES                          | 30.54       |                 |          |
| 25-00180 |            | B&G SUPPLIES                           | 26.25       |                 |          |
| 25-00182 |            | ROAD MATERIALS & SUPPLIES              | 119.97      |                 |          |
| 25-00216 |            | VARIOUS HARDWARE NEEDS                 | 67.35       |                 |          |
|          |            |                                        | 249.40      |                 |          |
| 64301    | 07/17/25   | MUNIC010 MUNICIPAL CLERKS ASSN OF NJ   |             |                 | 606      |
| 25-00971 |            | 2025-2026 Membership                   | 175.00      |                 |          |
| 64302    | 07/17/25   | NATIO065 NATIONAL RECREATION & PARKS   |             |                 | 606      |
| 25-00833 |            | 2025 NRPA virtual Conference           | 315.00      |                 |          |
| 64303    | 07/17/25   | NIELS005 NIELSON FORD INC              |             |                 | 606      |
| 25-00218 |            | VARIOUS FORD PARTS & REPAIRS           | 238.09      |                 |          |
| 64304    | 07/17/25   | NJREC005 NJ RECREATION & PARK ASSOC    |             |                 | 606      |
| 25-00996 |            | Membership M Wahnnon                   | 180.00      |                 |          |
| 64305    | 07/17/25   | NORTH010 NORTH CHURCH GRAVEL, INC      |             |                 | 606      |
| 25-00862 |            | STONE FOR WASHOUTS FROM STORM          | 1,182.16    |                 |          |
| 64306    | 07/17/25   | NORTH015 NORTH EAST PARTS GROUP LLC    |             |                 | 606      |
| 25-00223 |            | PARTS TO REPAIR DPW VEHICLES           | 681.33      |                 |          |
| 64307    | 07/17/25   | NORTH045 NORTH JERSEY TRUCK CENTER INC |             |                 | 606      |
| 25-00225 |            | PARTS TO REPAIR DPW VEHICLES           | 1,688.10    |                 |          |
| 64308    | 07/17/25   | OPTIM005 Optimum                       |             |                 | 606      |
| 25-00008 |            | Police Cable                           | 19.90       |                 |          |
| 25-00981 |            | Municipal Cable Services               | 34.85       |                 |          |
|          |            |                                        | 54.75       |                 |          |
| 64309    | 07/17/25   | PERRY010 SEAN PERRY                    |             |                 | 606      |
| 25-00950 |            | Drone Test                             | 175.00      |                 |          |
| 64310    | 07/17/25   | PGAUT005 P&G AUTO INC.                 |             |                 | 606      |
| 25-00224 |            | PARTS TO REPAIR FORD VEHICLES          | 579.51      |                 |          |
| 64311    | 07/17/25   | PLANE005 PLANET NETWORKS               |             |                 | 606      |
| 25-00378 |            | Municipal Phone Service 2025           | 3,099.25    |                 |          |
| 64312    | 07/17/25   | POCHU010 POCHUCK VALLEY FIRE DEPT.     |             |                 | 606      |
| 25-00947 |            | shipping for fixing coats              | 34.58       |                 |          |
| 25-00948 |            | reimburse june 2025 expenses           | 1,895.07    |                 |          |
|          |            |                                        | 1,929.65    |                 |          |

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| 64313    | 07/17/25 POSIT005 POSITIVE PROMOTIONS INC        |           |             |                 | 606      |
| 25-00854 | Community Relations                              |           | 554.52      |                 |          |
| 64314    | 07/17/25 PRIME005 PRIMEPOINT LLC                 |           |             |                 | 606      |
| 25-00438 | TIME SYSTEM INVOICES 2025                        |           | 364.50      |                 |          |
| 25-00549 | time clock monthly fee                           |           | 18.00       |                 |          |
|          |                                                  |           | 382.50      |                 |          |
| 64315    | 07/17/25 PRINC010 PRINCETON HYDRO LLC            |           |             |                 | 606      |
| 24-00804 | Lake/Watershed Plan Phase II                     |           | 32,915.00   |                 |          |
| 64316    | 07/17/25 REDLI005 REDLINE GEAR CLEANING          |           |             |                 | 606      |
| 25-00719 | repair 2 members jackets                         |           | 128.51      |                 |          |
| 64317    | 07/17/25 REGIS005 REGISTRARS ASSOC OF NJ         |           |             |                 | 606      |
| 25-00989 | Membership Renewal 2025                          |           | 25.00       |                 |          |
| 64318    | 07/17/25 RESID010 RESIDUALS MANAGEMENT SERVICES, |           |             |                 | 606      |
| 25-00649 | SEPTIC CLEAN OUTS                                |           | 882.36      |                 |          |
| 64319    | 07/17/25 ROBER035 ROBERTS AND SON, INC           |           |             |                 | 606      |
| 25-00269 | VARIOUS AFTERMARKET VEH PARTS                    |           | 183.33      |                 |          |
| 64320    | 07/17/25 ROUTE005 ROUTE 23 AUTO MALL LLC         |           |             |                 | 606      |
| 25-00229 | PARTS TO REPAIR DPW VEHICLES                     |           | 911.75      |                 |          |
| 25-00230 | TO REPAIR VES VEHICLES                           |           | 240.61      |                 |          |
|          |                                                  |           | 1,152.36    |                 |          |
| 64321    | 07/17/25 RSPHI005 R.S.PHILLIPS STEEL, LLC        |           |             |                 | 606      |
| 25-00135 | SIGN SUPPLIES                                    |           | 85.00       |                 |          |
| 64322    | 07/17/25 STANI010 STANISLAW WIECEK               |           |             |                 | 606      |
| 25-00955 | 2025 REFUND                                      |           | 3,823.32    |                 |          |
| 25-00975 | 2024 REFUND                                      |           | 4,192.00    |                 |          |
|          |                                                  |           | 8,015.32    |                 |          |
| 64323    | 07/17/25 STATE125 STATEWIDE INSURANCE FUND       |           |             |                 | 606      |
| 25-00984 | Legal Settlement                                 |           | 7,500.00    |                 |          |
| 64324    | 07/17/25 SUSSE095 SUSSEX COUNTY M.U.A.           |           |             | 07/17/25 VOID   | 0        |
| 64325    | 07/17/25 SUSSE095 SUSSEX COUNTY M.U.A.           |           |             | 07/17/25 VOID   | 0        |
| 64326    | 07/17/25 SUSSE095 SUSSEX COUNTY M.U.A.           |           |             |                 | 606      |
| 25-00123 | PLASTIC RECYCLING                                |           | 133.90      |                 |          |
| 25-00819 | HAULING SWEEPINGS TO SCUMA                       |           | 547.35      |                 |          |
| 25-00832 | HL SWEEPINGS DISPOSAL                            |           | 1,086.45    |                 |          |
|          |                                                  |           | 1,767.70    |                 |          |
| 64327    | 07/17/25 USBAN025 U.S. BANK NATIONAL ASSOCIATION |           |             |                 | 606      |
| 25-00085 | Ricoh Map Copier Lease 2025                      |           | 428.56      |                 |          |

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| 10-001   | GENERAL/CENTRAL CHECKING      | Continued                               |             |                 |          |
| 64328    | 07/17/25                      | USMUN005 U.S. MUNICIPAL SUPPLY INC      |             |                 | 606      |
| 25-00261 | PARTS TO REPAIR ST SWEEPER 88 |                                         | 28,726.76   |                 |          |
| 64329    | 07/17/25                      | USPOS005 US POSTAL SERVICE              |             |                 | 606      |
| 25-00993 | Postage Fulfillment to Meter  |                                         | 10,000.00   |                 |          |
| 64330    | 07/17/25                      | VALLE030 VALLEY PHYSICIAN SERVICES, PC  |             |                 | 606      |
| 25-00987 | DPW Employee DOT Testing 2025 |                                         | 338.00      |                 |          |
| 64331    | 07/17/25                      | VERIZ010 VERIZON WIRELESS               |             |                 | 606      |
| 25-00027 | Police MDT                    |                                         | 1,040.32    |                 |          |
| 25-00099 | Municipal Cell Phone Service  |                                         | 1,187.66    |                 |          |
|          |                               |                                         | 2,227.98    |                 |          |
| 64332    | 07/17/25                      | VERIZ035 VERIZON CONNECT FLEET USA LLC  |             |                 | 606      |
| 25-00167 | GPS SERVICE DPW               |                                         | 724.60      |                 |          |
| 64333    | 07/17/25                      | VERNO005 THE VERNON COPY CENTER LLC     |             |                 | 606      |
| 25-00907 | REORDER FREON/SHRED RECEIPTS  |                                         | 332.00      |                 |          |
| 64334    | 07/17/25                      | VERNO120 VERNON TWP BOARD OF EDUCATION  |             |                 | 606      |
| 25-00354 | SHARED SERVICE AGREEMENT      |                                         | 171.54      |                 |          |
| 64335    | 07/17/25                      | VERNO120 VERNON TWP BOARD OF EDUCATION  |             |                 | 606      |
| 25-00529 | CLEAN COMMUNITIES             |                                         | 750.00      |                 |          |
| 64336    | 07/17/25                      | VERNO120 VERNON TWP BOARD OF EDUCATION  |             |                 | 606      |
| 25-00610 | CLEAN COMMUNITIES             |                                         | 750.00      |                 |          |
| 64337    | 07/17/25                      | VERNO130 VERNON TWP FIRE DEPARTMENT     |             |                 | 606      |
| 25-00942 | may 2025 reimbursements       |                                         | 1,020.68    |                 |          |
| 64338    | 07/17/25                      | VERNO205 VERNON VALLEY AUTO BODY, INC   |             |                 | 606      |
| 25-00820 | REPAIR PATROL CAR 317         |                                         | 2,255.15    |                 |          |
| 64339    | 07/17/25                      | VERNO295 VERNON EMERGENCY MEDICAL SRVCS |             |                 | 606      |
| 25-00900 | 2025 direct mail fundraiser   |                                         | 9,260.28    |                 |          |
| 64340    | 07/17/25                      | VFWPO005 VFW POST #8441 WALLKILL VALLEY |             |                 | 606      |
| 25-00481 | CLEAN COMMUNITIES             |                                         | 750.00      |                 |          |
| 64341    | 07/17/25                      | WEINE005 WEINER LAW GROUP LLP           |             |                 | 606      |
| 25-00045 | 2025 LUB Attorney Blanket PO  |                                         | 600.00      |                 |          |
| 64342    | 07/17/25                      | WELDO005 WELDON ASPHALT CO.             |             |                 | 606      |
| 25-00245 | ASPHALT                       |                                         | 5,835.99    |                 |          |
| 64343    | 07/17/25                      | WELLS050 WELLS FARGO VENDOR FINANCIAL   |             |                 | 606      |
| 25-00089 | Copier Lease Clerk Office     |                                         | 184.43      |                 |          |
| 64344    | 07/17/25                      | WELLS055 WELLS FARGO VENDOR FINANCIAL   |             |                 | 606      |
| 25-00088 | Municipal Copier Lease (6)    |                                         | 1,546.47    |                 |          |

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| 10-001   | GENERAL/CENTRAL CHECKING       | Continued                               |             |                 |         |          |
| 64345    | 07/17/25                       | YORKE005 YORKE TIRE & AUTO CENTER       |             |                 | 606     |          |
| 25-00237 | ALIGNMENT & A/C DPW REPAIRS    |                                         | 130.00      |                 |         |          |
| 64346    | 07/17/25                       | YOUNG005 DANIEL B. YOUNG                |             |                 | 606     |          |
| 25-00905 | Conf Reimbursment              |                                         | 116.24      |                 |         |          |
| 64347    | 07/17/25                       | ZYDON005 ZYDON ENTERPRIZE FLEET SYSTEMS |             |                 | 606     |          |
| 25-00238 | FOR ANNUAL INSP ON DPW VEH     |                                         | 900.00      |                 |         |          |
| 64348    | 07/22/25                       | COUNT065 COUNTY OF SUSSEX               |             |                 | 607     |          |
| 25-01026 | 2nd qtr 2025 health insurance  |                                         | 12,435.75   |                 |         |          |
| 64349    | 07/24/25                       | ACCT0015 VERNON TWP DEVELOPER'S BONDS A |             |                 | 608     |          |
| 25-01043 | 5 home paid full lcpoa         |                                         | 256.40      |                 |         |          |
| 64350    | 07/30/25                       | VERNO225 VERNON VETERINARY ASSOCIATES,  |             |                 | 609     |          |
| 25-00039 | Medical/ Vet Service           |                                         | 3,063.13    |                 |         |          |
| 25-00040 | spay/neuter                    |                                         | 2,337.21    |                 |         |          |
| 25-00409 | Rabies Clinic                  |                                         | 400.00      |                 |         |          |
|          |                                |                                         | 5,800.34    |                 |         |          |
| 64351    | 08/04/25                       | ACEWA005 ACE WALCO TERMITE & PEST CONTR |             |                 | 611     |          |
| 25-00169 | PEST CONTROL SERVICES          |                                         | 76.67       |                 |         |          |
| 64352    | 08/04/25                       | ACMEM005 ACME MARKETS, INC              |             |                 | 611     |          |
| 25-00056 | Senior Center Programs         |                                         | 48.60       |                 |         |          |
| 64353    | 08/04/25                       | AIOSA005 MARK AIOSA                     |             |                 | 611     |          |
| 25-00983 | Police Badges                  |                                         | 1,754.15    |                 |         |          |
| 64354    | 08/04/25                       | AIRGR005 AIRGROUP LLC                   |             |                 | 611     |          |
| 25-00939 | EMERGENCY-CALL PD DISPATCH     |                                         | 1,717.20    |                 |         |          |
| 64355    | 08/04/25                       | AMAZO005 AMAZON.COM SERVICES LLC        |             |                 | 611     |          |
| 25-00012 | Police Supplies                |                                         | 520.23      |                 |         |          |
| 25-00058 | SC Programs                    |                                         | 176.47      |                 |         |          |
| 25-00067 | Rec Programs                   |                                         | 38.68       |                 |         |          |
| 25-00263 | VARIOUS FLEET ITEMS            |                                         | 148.91      |                 |         |          |
| 25-00933 | EMERipads stormwater managemen |                                         | 1,045.98    |                 |         |          |
| 25-01011 | B&G SUPPLIES                   |                                         | 178.00      |                 |         |          |
|          |                                |                                         | 2,108.27    |                 |         |          |
| 64356    | 08/04/25                       | ANTHO020 ANTHONY ROSSI                  |             |                 | 611     |          |
| 25-00774 | NJCM conference Expenses       |                                         | 148.39      |                 |         |          |
| 64357    | 08/04/25                       | ARKELO05 ARKEL MOTORS INC               |             |                 | 611     |          |
| 25-00241 | PARTS TO REPAIR INTER'L TRKS   |                                         | 532.18      |                 |         |          |
| 64358    | 08/04/25                       | BSNSP005 BSN SPORTS, LLC                |             |                 | 611     |          |
| 25-00997 | Sport Equip MGP                |                                         | 2,371.84    |                 |         |          |

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| 10-001   |            | GENERAL/CENTRAL CHECKING                 | Continued   |                 |          |
| 64359    | 08/04/25   | CINTA005 CINTAS CORPORATION NO 2         |             |                 | 611      |
| 25-00302 |            | Janitorial Supplies                      | 181.94      |                 |          |
| 25-00374 |            | UNIFORM EXPENSE                          | 1,090.18    |                 |          |
|          |            |                                          | 1,272.12    |                 |          |
| 64360    | 08/04/25   | COREL080 CORELOGIC - REFUND DEPT         |             |                 | 611      |
| 25-00915 |            | WAGNER 2025 2ND QTR REFUND               | 2,560.00    |                 |          |
| 64361    | 08/04/25   | COUNT045 COUNTY OF SUSSEX                |             |                 | 611      |
| 25-00062 |            | SC Transportation                        | 4,166.67    |                 |          |
| 64362    | 08/04/25   | CRYST005 CRYSTAL MOUNTAIN SPRINGS        |             |                 | 611      |
| 25-00313 |            | WATER COOLER SERVICE                     | 242.69      |                 |          |
| 64363    | 08/04/25   | CUSTO005 CUSTOM BANDAG INC               |             |                 | 611      |
| 25-00195 |            | VARIOUS TIRES DPW VEHICLES               | 6,983.72    |                 |          |
| 64364    | 08/04/25   | DEWBE005 DEWBERRY ENGINEERS, INC.        |             |                 | 611      |
| 24-00422 |            | PS2 replacement                          | 12,382.61   |                 |          |
| 24-00594 |            | SEWER SYSTEM EXPANSION                   | 4,125.00    |                 |          |
|          |            |                                          | 16,507.61   |                 |          |
| 64365    | 08/04/25   | DO000005 WILLIAM J MARION, D.O.          |             |                 | 611      |
| 25-00075 |            | DPW - CDL Physical                       | 175.00      |                 |          |
| 64366    | 08/04/25   | ELAVO005 ELAVON, INC                     |             |                 | 611      |
| 25-00310 |            | 2025/ Municipal Court CC                 | 180.62      |                 |          |
| 64367    | 08/04/25   | ELIZA005 ELIZABETHTOWN GAS CO            |             |                 | 611      |
| 25-00096 |            | Municipal Gas Services                   | 671.79      |                 |          |
| 64368    | 08/04/25   | ENTER020 ENTERPRISE FLEET MANAGMENT, INC |             |                 | 611      |
| 25-00025 |            | Police 591495A                           | 53,986.60   |                 |          |
| 25-00081 |            | Admin Lease Vehicles                     | 1,356.76    |                 |          |
| 25-00288 |            | Enterprise Leasing                       | 4,630.39    |                 |          |
|          |            |                                          | 59,973.75   |                 |          |
| 64369    | 08/04/25   | FARMS030 FARMSIDE LANDSCAPE & DESIGN IN  |             |                 | 611      |
| 25-00734 |            | spraying for lantern                     | 9,985.00    |                 |          |
| 64370    | 08/04/25   | FIREF010 FIREFIGHTER ONE LLC             |             |                 | 611      |
| 25-00395 |            | M. Maines Gear                           | 2,543.46    |                 |          |
| 25-00872 |            | Premium flow test                        | 3,938.28    |                 |          |
|          |            |                                          | 6,481.74    |                 |          |
| 64371    | 08/04/25   | FLORIO005 FLORIO, PERRUCCI, STEINHARDT & |             |                 | 611      |
| 25-00097 |            | 2025 Twp Legal Labor Services            | 1,160.00    |                 |          |
| 64372    | 08/04/25   | FRANC025 FRANCIS PIETROWSKI              |             |                 | 611      |
| 25-01030 |            | 1/2 QTR TAX REFUND                       | 1,882.30    |                 |          |

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| 10-001   | GENERAL/CENTRAL CHECKING                         | Continued     |             |                 |          |
| 64373    | 08/04/25 FUNEX005 FUN EXPRESS                    |               |             |                 | 611      |
| 25-00344 | Rec Events                                       |               | 113.38      |                 |          |
| 64374    | 08/04/25 GENER015 GENERAL CREDIT FORMS, INC      |               |             |                 | 611      |
| 25-00972 | 2025/ Municipal Court                            |               | 50.35       |                 |          |
| 64375    | 08/04/25 GIANA005 MARCY GIANATTASIO              |               |             |                 | 611      |
| 25-01054 | Zoom Webinar 7/25/25-8/24/25                     |               | 68.23       |                 |          |
| 64376    | 08/04/25 GPCNA005 NAPA Auto Parts                |               |             |                 | 611      |
| 25-00204 | PARTS TO REPAIR DPW & MUNI VEH                   |               | 1,249.78    |                 |          |
| 64377    | 08/04/25 HAROL005 HAROLD E PELLOW AND ASSOC, INC | 08/04/25 VOID |             |                 | 0        |
| 64378    | 08/04/25 HAROL005 HAROLD E PELLOW AND ASSOC, INC |               |             |                 | 611      |
| 25-01016 | Eng. May 2025-Roads, Parks,LDP                   |               | 7,185.60    |                 |          |
| 64379    | 08/04/25 HENDE015 HENDERSON WELL & PUMP CO       |               |             |                 | 611      |
| 25-00935 | EMERGENCY-FIRE AT MG PARK                        |               | 11,401.00   |                 |          |
| 64380    | 08/04/25 HERAL005 NEW JERSEY HERALD              |               |             |                 | 611      |
| 25-00082 | Legal Advertising - Admin                        |               | 51.77       |                 |          |
| 64381    | 08/04/25 HHAUT005 H & H AUTO PARTS OF VERNON     |               |             |                 | 611      |
| 25-00226 | PARTS TO REPAIR DPW VEHICLES                     |               | 470.21      |                 |          |
| 25-00227 | PARTS TO REPAIR VES VEHICLES                     |               | 1,649.81    |                 |          |
|          |                                                  |               | 2,120.02    |                 |          |
| 64382    | 08/04/25 JCALD005 J. CALDWELL & ASSOCIATES LLC   |               |             |                 | 611      |
| 25-00047 | 2025 LUB Planner Blanket PO                      |               | 450.00      |                 |          |
| 64383    | 08/04/25 JESCO005 JESCO, INC.                    |               |             |                 | 611      |
| 25-00212 | PARTS TO REPAIR J DEERE EQUIP                    |               | 994.09      |                 |          |
| 64384    | 08/04/25 JOHNS020 JOHNNY ON THE SPOT DBA UNITED  |               |             |                 | 611      |
| 25-00069 | Porta Potty Rentals                              |               | 907.56      |                 |          |
| 64385    | 08/04/25 KRAFT010 KRAFT POWER CORP               |               |             |                 | 611      |
| 25-00178 | GENERATOR MAINT                                  |               | 1,402.08    |                 |          |
| 64386    | 08/04/25 KUNZO005 APRIL A KUNZ-OLEKSY            |               |             |                 | 611      |
| 25-00059 | SC Exercise Classes                              |               | 240.00      |                 |          |
| 64387    | 08/04/25 LJSEC005 LJ SECURITY                    |               |             |                 | 611      |
| 25-00988 | Municipal Fire Alarm Sys DPW                     |               | 732.00      |                 |          |
| 64388    | 08/04/25 LOEFF005 LOEFFEL'S WASTE OIL SERVICE LL |               |             |                 | 611      |
| 25-00118 | FOR USED OIL RECYCLING                           |               | 936.70      |                 |          |
| 64389    | 08/04/25 LUBEN005 LUBENET, LLC                   |               |             |                 | 611      |
| 25-00214 | AUTO LUBRICANTS VES VEHICLES                     |               | 1,801.80    |                 |          |

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| 64389    |            | LUBENET, LLC                            | Continued   |                 |          |
| 25-00215 |            | AUTO LUBRICANTS DPW VEHICLES            | 797.00      |                 |          |
|          |            |                                         | 2,598.80    |                 |          |
| 64390    | 08/04/25   | MARTI005 FELIX MARTINEZ                 |             |                 | 611      |
| 25-00951 |            | Car Seat Reg Reimbursement              | 55.00       |                 |          |
| 64391    | 08/04/25   | MCAFE005 MC AFEE FIRE DEPT.             |             |                 | 611      |
| 25-01033 |            | june 2025 reimbursements                | 4,824.63    |                 |          |
| 64392    | 08/04/25   | MCAFE010 MC AFEE HARDWARE CO., INC.     |             | 08/04/25 VOID   | 0        |
| 64393    | 08/04/25   | MCAFE010 MC AFEE HARDWARE CO., INC.     |             |                 | 611      |
| 25-00015 |            | Police Supplies                         | 101.50      |                 |          |
| 25-00068 |            | Rec Program Supplies                    | 89.21       |                 |          |
| 25-00126 |            | SIGN SUPPLIES                           | 52.25       |                 |          |
| 25-00180 |            | B&G SUPPLIES                            | 131.93      |                 |          |
| 25-00181 |            | PARKS SUPPLIES                          | 111.31      |                 |          |
| 25-00216 |            | VARIOUS HARDWARE NEEDS                  | 30.31       |                 |          |
|          |            |                                         | 516.51      |                 |          |
| 64394    | 08/04/25   | MCICO010 MCI COMMUNICATION SERVICES     |             |                 | 611      |
| 25-00991 |            | Municipal Phone Serv Long Dist          | 499.30      |                 |          |
| 64395    | 08/04/25   | MICHE015 MICHELE A SMITH                |             |                 | 611      |
| 25-01029 |            | 2024 TAX REFUND                         | 1,409.58    |                 |          |
| 64396    | 08/04/25   | MONTA015 MONTAGUE TOOL & SUPPLY         |             |                 | 611      |
| 25-00219 |            | VARIOUS CHAINSAW NEEDS                  | 296.68      |                 |          |
| 25-00220 |            | PARTS TO REPAIR SMALL ENGINES           | 30.99       |                 |          |
|          |            |                                         | 327.67      |                 |          |
| 64397    | 08/04/25   | NJSTL005 NJ ST LEAGUE OF MUNICIPALITIES |             |                 | 611      |
| 25-01015 |            | 2025 Registration of NJLOM              | 660.00      |                 |          |
| 64398    | 08/04/25   | NORTH045 NORTH JERSEY TRUCK CENTER INC  |             |                 | 611      |
| 25-00225 |            | PARTS TO REPAIR DPW VEHICLES            | 109.64      |                 |          |
| 64399    | 08/04/25   | NORTH050 NORTHEAST COMMUNICATIONS INC   |             |                 | 611      |
| 25-00560 |            | Police Vehicle Upfitting                | 1,860.24    |                 |          |
| 64400    | 08/04/25   | NRGBU005 NRG BUSINESS MARKETING         |             |                 | 611      |
| 25-01014 |            | ETown gas Co-op June 2025               | 58.70       |                 |          |
| 64401    | 08/04/25   | OPRAN005 OPRANDY'S FIRE & SAFETY INC    |             |                 | 611      |
| 25-00035 |            | Oxygen Tank Refill                      | 365.00      |                 |          |
| 64402    | 08/04/25   | OPTIM005 Optimum                        |             |                 | 611      |
| 25-00008 |            | Police Cable                            | 9.95        |                 |          |
| 64403    | 08/04/25   | PALMI015 NICK PALMISANO                 |             |                 | 611      |
| 25-00038 |            | College Tuition Reimb.                  | 1,708.75    |                 |          |

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| 64404    | 08/04/25   | PAPPA005 MICHAEL PAPPA                 |             |                 | 611      |
| 25-01042 |            | EVT CERTIFICATION REIM M PAPPA         | 67.50       |                 |          |
| 64405    | 08/04/25   | PENTE005 PENTELEDA LP                  |             |                 | 611      |
| 25-01018 |            | Municipal Cable Modem Police           | 110.95      |                 |          |
| 64406    | 08/04/25   | PERAL005 PEARL OBSERVATORY             |             |                 | 611      |
| 25-00995 |            | Rocket Event                           | 350.00      |                 |          |
| 64407    | 08/04/25   | PETRO015 Petro-Mechanics, Inc.         |             |                 | 611      |
| 25-01037 |            | EMERGENCY REPLACE PROBE                | 3,675.84    |                 |          |
| 64408    | 08/04/25   | PGAUT005 P&G AUTO INC.                 |             |                 | 611      |
| 25-00224 |            | PARTS TO REPAIR FORD VEHICLES          | 54.80       |                 |          |
| 64409    | 08/04/25   | PRINC010 PRINCETON HYDRO LLC           |             |                 | 611      |
| 24-00804 |            | Lake/Watershed Plan Phase II           | 9,500.00    |                 |          |
| 64410    | 08/04/25   | PRINT015 THE PRINTING CENTER, INC.     |             |                 | 611      |
| 25-00917 |            | Printing Primary Election 2025         | 9,857.58    |                 |          |
| 64411    | 08/04/25   | SHIIN005 SHI INTERNATIONAL CORP        |             |                 | 611      |
| 25-00965 |            | Admin Sgt Desktop                      | 938.76      |                 |          |
| 64412    | 08/04/25   | SIRCH005 SIRCHIE                       |             |                 | 611      |
| 25-00941 |            | DB Supplies                            | 168.60      |                 |          |
| 64413    | 08/04/25   | SPACE005 SPACE WILD ANIMAL FARM INC    |             |                 | 611      |
| 25-00173 |            | DEER CARCASS REMOVAL                   | 135.00      |                 |          |
| 64414    | 08/04/25   | STAPL010 Staples Contract & Commercial |             |                 | 611      |
| 25-00095 |            | Admin Office Supplies                  | 52.15       |                 |          |
| 25-00831 |            | 2025/Municipal Court                   | 172.15      |                 |          |
| 25-00885 |            | OFFICE SUPPLIES                        | 45.11       |                 |          |
| 25-00897 |            | JANITORIAL SUPPLIES                    | 218.65      |                 |          |
|          |            |                                        | 488.06      |                 |          |
| 64415    | 08/04/25   | SUEZW005 VEOLIA WATER NEW JERSEY, INC. |             |                 | 611      |
| 25-00098 |            | Blanket - water Serv 21 Church         | 778.04      |                 |          |
| 64416    | 08/04/25   | SUSSE090 SUSSEX COUNTY FIRE ACADEMY    |             |                 | 611      |
| 25-01022 |            | bail out training                      | 5,000.00    |                 |          |
| 64417    | 08/04/25   | SUSSE095 SUSSEX COUNTY M.U.A.          |             | 08/04/25 VOID   | 0        |
| 64418    | 08/04/25   | SUSSE095 SUSSEX COUNTY M.U.A.          |             | 08/04/25 VOID   | 0        |
| 64419    | 08/04/25   | SUSSE095 SUSSEX COUNTY M.U.A.          |             | 08/04/25 VOID   | 0        |
| 64420    | 08/04/25   | SUSSE095 SUSSEX COUNTY M.U.A.          |             |                 | 611      |
| 25-00123 |            | PLASTIC RECYCLING                      | 128.70      |                 |          |
| 25-00325 |            | GARBAGE DISPOSAL                       | 667.68      |                 |          |

August 7, 2025  
02:10 PM

Township of Vernon  
Check Register By Check Date

Page No: 13

| Check #  | Check Date | Vendor                                  | Amount Paid  | Reconciled/Void | Ref Num                         |
|----------|------------|-----------------------------------------|--------------|-----------------|---------------------------------|
| PO #     |            | Description                             |              |                 | Contract                        |
| 10-001   |            | GENERAL/CENTRAL CHECKING                | Continued    |                 |                                 |
| 64420    |            | SUSSEX COUNTY M.U.A.                    | Continued    |                 |                                 |
| 25-00819 |            | HAULING SWEEPINGS TO SCUMA              | 1,713.65     |                 |                                 |
| 25-00832 |            | HL SWEEPINGS DISPOSAL                   | 294.45       |                 |                                 |
|          |            |                                         | 2,804.48     |                 |                                 |
| 64421    | 08/04/25   | SUSSE170 SUSSEX RURAL ELECTRIC CO-OP    |              |                 | 611                             |
| 25-00103 |            | Blanket - Municipal Electric            | 647.62       |                 |                                 |
| 64422    | 08/04/25   | TEES0005 ROOSTER TEES                   |              | 08/06/25 VOID   | 611 (Void Reason: wrong amount) |
| 25-00944 |            | Junior Police Uniforms                  | 1,944.58     |                 |                                 |
| 64423    | 08/04/25   | TELEP005 WARWICK VALLEY TELEPHONE       |              |                 | 611                             |
| 25-00100 |            | Municipal Phone Service                 | 731.71       |                 |                                 |
| 64424    | 08/04/25   | THEFU005 The Fuel Ox LLC                |              |                 | 611                             |
| 25-00976 |            | ALGAE TREATMENT DIESEL TANK             | 910.00       |                 |                                 |
| 64425    | 08/04/25   | TIMEC005 TIMECLOCK PLUS, LLC            |              |                 | 611                             |
| 25-00706 |            | Additional Users-PD                     | 144.00       |                 |                                 |
| 64426    | 08/04/25   | TREAS035 TREASURER, STATE OF NEW JERSEY |              |                 | 611                             |
| 25-01009 |            | Quarterly Marriage                      | 700.00       |                 |                                 |
| 64427    | 08/04/25   | VERNO120 VERNON TWP BOARD OF EDUCATION  |              |                 | 611                             |
| 25-01055 |            | Junecurrent Expenses & Debt 25          | 2,624,714.55 |                 |                                 |
| 64428    | 08/04/25   | VERNO130 VERNON TWP FIRE DEPARTMENT     |              |                 | 611                             |
| 25-01034 |            | engine company training                 | 275.00       |                 |                                 |
| 64429    | 08/04/25   | VERNO190 VERNON UNITED METHODIST CHURCH |              |                 | 611                             |
| 25-00756 |            | CLEAN COMMUNITIES                       | 750.00       |                 |                                 |
| 64430    | 08/04/25   | VERNO295 VERNON EMERGENCY MEDICAL SRVCS |              |                 | 611                             |
| 25-00927 |            | May 2025 VEMS reimbursement             | 7,668.24     |                 |                                 |
| 25-01012 |            | June 2025 VEMS reimbursement            | 8,327.09     |                 |                                 |
|          |            |                                         | 15,995.33    |                 |                                 |
| 64431    | 08/04/25   | WARRE010 WARREN HINCHMAN CONCRETE CO    |              |                 | 611                             |
| 24-01055 |            | Roadside Garden Planters                | 4,834.49     |                 |                                 |
| 64432    | 08/07/25   | VERNO225 VERNON VETERINARY ASSOCIATES,  |              |                 | 612                             |
| 25-01090 |            | Services rendered                       | 1,548.32     |                 |                                 |

|                         |      |      |              |             |
|-------------------------|------|------|--------------|-------------|
| Checking Account Totals | Paid | Void | Amount Paid  | Amount Void |
| Checks:                 | 182  | 10   | 5,775,903.85 | 1,944.58    |
| Direct Deposit:         | 0    | 0    | 0.00         | 0.00        |
| Total:                  | 182  | 10   | 5,775,903.85 | 1,944.58    |

| Check #       | Check Date               | Vendor | Reconciled/Void |              | Ref Num     |
|---------------|--------------------------|--------|-----------------|--------------|-------------|
| PO #          | Description              |        | Amount Paid     |              | Contract    |
| 10-001        | GENERAL/CENTRAL CHECKING |        | Continued       |              |             |
| Report Totals |                          | Paid   | Void            | Amount Paid  | Amount Void |
|               | Checks:                  | 182    | 10              | 5,775,903.85 | 1,944.58    |
|               | Direct Deposit:          | 0      | 0               | 0.00         | 0.00        |
|               | Total:                   | 182    | 10              | 5,775,903.85 | 1,944.58    |

| Totals by Year-Fund<br>Fund Description | Fund | Budget Total | Revenue Total | G/L Total | Total        |
|-----------------------------------------|------|--------------|---------------|-----------|--------------|
| CURRENT FUND                            | 4-01 | 1,783.49     | 0.00          | 0.00      | 1,783.49     |
| CURRENT FUND                            | 5-01 | 5,642,451.98 | 0.00          | 0.00      | 5,642,451.98 |
| CAPITAL FUND                            | C-04 | 44,045.50    | 0.00          | 0.00      | 44,045.50    |
| GRANT FUND                              | G-02 | 65,264.90    | 0.00          | 0.00      | 65,264.90    |
| OTHER TRUST                             | T-14 | 15,637.27    | 0.00          | 0.00      | 15,637.27    |
| RECREATION TRUST                        | T-16 | 6,464.31     | 0.00          | 0.00      | 6,464.31     |
| BARRY LAKES DAM                         | T-23 | 256.40       | 0.00          | 0.00      | 256.40       |
| Year Total:                             |      | 22,357.98    | 0.00          | 0.00      | 22,357.98    |
| Total of All Funds:                     |      | 5,775,903.85 | 0.00          | 0.00      | 5,775,903.85 |

**TOWNSHIP OF VERNON**

**RESOLUTION #25-201**

**APPROVING A PEDDLER'S LICENSE FOR FRANK DIANGELO**

**WHEREAS**, Frank DiAngelo has made application for a Peddler's License for the sale of sporting goods (fishing equipment) within the Township of Vernon by an automobile; and

**WHEREAS**, Frank DiAngelo has been investigated by the Vernon Township Police Department and his application, photographs, and fingerprints were found to be in good order; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Peddler's License application of Frank DiAngelo is hereby approved by the Township Council; and

**BE IT FURTHER RESOLVED** that the Township Clerk is hereby authorized to issue a Peddler's License to the aforesaid applicant for the sale of sporting goods (fishing equipment) during daytime hours only for the year of 2025 pursuant to Chapter 428 Article I of the Code of Vernon Township.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their regular meeting held on August 11, 2025 at 7:00 pm in the Vernon Municipal Center.

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

**VERNON TOWNSHIP COUNCIL**

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

**Vernon Township Police Department**  
**21 Church Street**  
**Vernon, NJ 07462**



**Daniel Young**  
**Chief of Police**

**973-764-6155**  
**Fax: 973-764-2518**

July 15, 2025

Re: Frank D' Angelo

Solicitor Permit

Dear Ms. Gianattasio

We have checked the above named applicant for an arrest record in New Jersey and have found none. We are unable to do a national records check for this type of application.

Please feel free to contact me if any questions are raised or you have difficulty obtaining needed information from other agencies.

Sincerely,

A handwritten signature in blue ink, appearing to read "DY", is written over the typed name and title.  
Daniel Young  
Chief of Police



RECEIVED

JUL - 7 2025

Township Clerk

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

## Peddler License Application

Date of application: 6/26/2025

Application type/fee:

☒ New \$20.00 + \$125.00

☐ Renewal \$25.00

☐ Each Additional Vehicle \$50.00

### APPLICANT'S PERSONAL INFORMATION

Last Name

D'Angelo

First Name

Frank

M.I.

Maiden Name (if female)

Permanent Home Address

Local Address

same as above.

Local Tel. Number

Driver's License # and State

Social Security #

Marital Status

☐ Single

☒ Married

☐ Widowed

Date of Birth

Place of Birth NY

Height

Weight

Sex

☒ Male

☐ Female

Eye Color

Hair Color

Have you been convicted or pleaded guilty to any motor vehicle offenses in the last 10 years?

☐ YES

☒ NO

Have you been convicted of any crime, misdemeanor or violation of any municipal ordinance?

☐ YES

☒ NO

If yes, please indicate the nature of the offense and the punishment or penalty assessed:

You may attach a separate page to this application if you would like to make any statement with respect to any such conviction or guilty plea.

Provide the name, address and telephone number for three references from Sussex County residents, other than family members, who can attest to your good character and business responsibility.

| Name              | Address    | Telephone  |
|-------------------|------------|------------|
| 1. Karen Minnema  | [REDACTED] | [REDACTED] |
| 2. Scott Feldman. | [REDACTED] | [REDACTED] |
| 3. Dana Feldman   | [REDACTED] | [REDACTED] |

### EMPLOYER INFORMATION

Name

Wishin I was Fishing

Address

Telephone

### PREVIOUS PEDDLING ACTIVITY

In which New Jersey municipalities have you peddled goods in the immediately preceding two years?

NONE

**Peddler License 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

**MERCHANDISE INFORMATION**

Provide a brief description of the nature of the business and the goods to be sold:

Sporting goods. (Fishing Equipment)

Where are these goods manufactured/prepared/produced?

USA

Where are these goods currently located?

In the case of foodstuffs, please indicate the date a food handler's certificate was obtained:

N/A

What is your proposed method of delivery? If a vehicle is to be used, please complete the next section.

Vehicle.

**VEHICLE INFORMATION**

|                   |      |           |                    |      |             |
|-------------------|------|-----------|--------------------|------|-------------|
| Year              | Make | Model     | Color              | Size | License Pl. |
| 2004              | Jeep | Gladiator | gray               | NJ   | [REDACTED]  |
| Insurance Company |      |           | Insurance Policy # |      |             |
| [REDACTED]        |      |           | [REDACTED]         |      |             |

The following items must be included with this application:

- Two photographs of the applicant, taken no more than sixty days prior to the date of application, at least two inches by three inches showing the head and shoulders of the applicant in a clear and distinguishing manner.
- A photocopy of the applicant's valid driver's license.
- A copy of the certificate of authority to collect sales tax issued by the state of New Jersey and sufficient proof to establish that said certificate of registration has been filed with the state of New Jersey, Director of Taxation.

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

Date

7/6/05

**FOR OFFICIAL USE ONLY**

|                   |                                                                |                   |                                                              |
|-------------------|----------------------------------------------------------------|-------------------|--------------------------------------------------------------|
| FEE PAID \$145.00 |                                                                | DATE REC'D 7-7-05 |                                                              |
| CHIEF OF POLICE   | <input type="checkbox"/> YES <input type="checkbox"/> NO DATE: | TOWNSHIP COUNCIL  | <input type="checkbox"/> YES <input type="checkbox"/> NO R#: |
| LICENSE ISSUED    | <input type="checkbox"/> YES <input type="checkbox"/> NO DATE: | LICENSE #         |                                                              |

## **TOWNSHIP OF VERNON**

### **RESOLUTION #25-202**

#### **Resolution Awarding CC# 6-2025 To Lew Environmental in a Fair and Open Award for Lead Paint Inspection Consultant**

**WHEREAS**, there is a need for a lead paint inspection consultant to accomplish the daily service requirements of various departments within the Township of Vernon; and

**WHEREAS**, the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1 et seq.) allows the use of competitive contracts and approved by council resolution; and

**WHEREAS**, the Township duly advertised for public receipt of competitive contracts providing the required 20 days prior to receipt for CC# 6-2025 in a fair and open manner, consistent with N.J.S.A.19:44A-20.5 et. Seq., and

**WHEREAS**, the Township of Vernon received competitive contracts for lead paint inspection consultant, on July 22, 2025; and

**WHEREAS**, the rating committee has reviewed the submittals and rated according to the direction under competitive contracts as required within N.J.A.C. 5:34-4 et. Seq., and

**WHEREAS**, Lew Environmental Services LLC, 181 US Highway 46, Mine Hill, N.J. has provided the response most advantageous to the Township of Vernon under the demands of price and other factors found within statute; and

**WHEREAS**, the process was administered as required by law by the Qualified Purchasing Agent who has concurred with the legality of the purchase in accord with the New Jersey Local Publics Contract Law (N.J.S.A. 40A:11-1 et seq.); and

**WHEREAS**, the term of contract is allowable for up to five (5) years as authorized under N.J.S.A.40A:11-4.1 et. Seq., and

**WHEREAS**, the subject to future budget approvals in the yearly budget as approved by the governing body the Chief Financial Officer hereby certifies that funds are available:

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

1. The contract for CC#6-2025 for Lead paint Inspection Consultant Services, is hereby awarded to Lew Environmental Services LLC, 181 US Highway 46, Mine Hill, N.J. for a five (5) year contract.
2. The Mayor is hereby authorized and directed to execute a contract with Lew Environmental Services LLC, 181 US Highway 46, Mine Hill, N.J., as provided for in resolution and payment proposal as found within CC#6-2025.

**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 August 11, 2025 at 7:00 pm in the Vernon Municipal Center.

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

**VERNON TOWNSHIP COUNCIL**

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



**TOWNSHIP OF VERNON**

**6-2025 Lead Paint Inspector Consultant**

| Vendor                               | Technical<br>(Max Points 50) | Managerial<br>(Max Points 40) | Cost<br>(Max Points 10) | Final |
|--------------------------------------|------------------------------|-------------------------------|-------------------------|-------|
| LEW ENVIRONMENTAL SERVICES, LLC      | 53.33                        | 20.80                         | 8.22                    | 82.36 |
| All lead Inc.                        | 53.33                        | 17.60                         | 7.78                    | 78.71 |
| Tectonic Engineering Consultants, Ge | 48.89                        | 18.67                         | 6.44                    | 74.00 |

**TOWNSHIP OF VERNON**

**RESOLUTION #25-203**

**RESOLUTION REJECTING BID SUBMITTALS FOR  
BID # 5R-2025 1st RESPONDERS MEMORIAL BID**

**WHEREAS,** the Township duly advertised and received responses for Bid 5R-2025. First Responders Memorial Bid, on July 22, 2025, in a fair and open manner, consistent with N.J.S.A 19:44A-20.5; and

**WHEREAS,** the Township received one (1) bid, from Robbie Lane Enterprises, 38 Jacksonville Rd., Towaco, New Jersey, 07082, in the amount of \$275,000.00, substantially above the budgetary estimates; and

**WHEREAS,** the New Jersey Local Public Contracts Law at N.J.S.A. 40A:11-13.2(a) allows for a Township to reject bids when:

**"40A:11-13.2. Rejection of bids; reasons**

A contracting unit may reject all bids for any of the following reasons:

- a. The lowest bid substantially exceeds the cost estimates for the goods or services"; and

**WHEREAS,** the bid as submitted exceed the estimated costs of the project and it is recommended that the Township Committee authorize rejecting all bids.

**NOW, THEREFORE, BE IT RESOLVED,** by the Governing Body of the Township of Vernon, County of Sussex, State of New Jersey, that the bid in response to Bid 5R-2025 First Responders Memorial Bid, is hereby rejected in accord with N.J.S.A.40A:11-13.2(a).

**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 August 11, 2025 at 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> |
|-----------------|---------------|---------------|------------|-----------|----------------|---------------|
| Buccieri, N.    |               |               |            |           |                |               |
| DeBenedetto, J. |               |               |            |           |                |               |
| Higgins, W.     |               |               |            |           |                |               |
| Sparta, B.      |               |               |            |           |                |               |
| Rizzuto, P.     |               |               |            |           |                |               |

**BID RESULTS****BID #****BID DATE/ TIME****NUMBER OF BIDDERS****ORGANIZATION:****5-2025 1st Responder  
Memorial****July 22, 2025 at 11:00am****1****NAME OF BIDDER****ADDRESS****CITY, STATE, ZIP****CONTACT****TELEPHONE****EMAIL**

Robbie Lane Enterprises

38 Jacksonville Rd

Towaco, New Jersey, 07082

19737692391

[Robertrlane@hotmail.com](mailto:Robertrlane@hotmail.com)**OWNERSHIP DISCLOSURE****PUBLIC WORKS CONTRACTOR REGISTRATION****NEW JERSEY BRC****EXPERIENCE AND QUALIFICATIONS****FEDERAL DEBARMENT****NON COLLUSION AFFIDAVIT****ADDENDA IF ISSUED****BASE BID****\$275,000.00**

**TOWNSHIPOF VERNON**

**RESOLUTION #25-204**

**RESOLUTION AUTHORIZING NEGOTIATIONS  
FOR RECEIPT OF BIDS FOR 1<sup>st</sup> RESPONDERS MEMORIAL PROJECT UNDER  
N.J.S.A. 40A:11-5(3)**

**WHEREAS** the Township publicly advertised and sought receipt of public bids on: July 1, 2025, and July 22, 2025, where no bids were received; and

**WHEREAS**, the New Jersey State Local Publics Contract Law, N.J.S.A. 40A:11-5(3) allows for negotiations subsequent to two (2) rejected or non-received bids; and,

**WHEREAS** it is the desire of the Township to authorize the Qualified Purchasing Agent to conduct the negotiations process; and

**WHEREAS** the desire of the Township of Vernon remains to secure a contract with a vendor to provide for a design and installation of the 1<sup>st</sup> Responders Memorial Project, and possessing the tenets as found within bids as advertised and received; and

**WHEREAS** relief is available through the New Jersey Local Public Contract Law N.J.S.A.40A:11-5(3) and the Township desires to avail itself of this remedy through negotiations

**NOW THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Vernon, Sussex, County, that the Borough's Qualified Purchasing Agent is hereby authorized to enter into negotiations with contractors under the provisions of N.J.S.A. 40A:11- 5(3) which correspond to available funding.

This Resolution shall take effect immediately.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their regular meeting held on August 11, 2025 at 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> |
|-----------------|---------------|---------------|------------|-----------|----------------|---------------|
| Buccieri, N.    |               |               |            |           |                |               |
| DeBenedetto, J. |               |               |            |           |                |               |
| Higgins, W.     |               |               |            |           |                |               |
| Sparta, B.      |               |               |            |           |                |               |
| Rizzuto, P.     |               |               |            |           |                |               |

**TOWNSHIP OF VERNON**

**RESOLUTION #25-205**

**RESOLUTION AUTHORIZING THE PURCHASE OF ALTEC AT40G  
4x4 BUCKET TRUCK AND ACCESSORIES THROUGH  
SOURCEWELL NATIONAL COOPERATIVE 040924-ALT GLOBAL  
RENTAL INC.**

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

**WHEREAS**, in accordance with the requirements of the Local Public Contract Law P.L. 2011, C.139 (the "Law" or "Chapter 139" and N.J.S.A.52:34-6.2 the regulations promulgated there under in Local Finance Notice LFN 2012-10, the following purchase without competitive bids from vendor with a Sourcewell National Cooperative is hereby approved for municipalities, and;

**WHEREAS**, the Township of Vernon has the need to procure certain bucket truck vehicles and accessories in accord with the Local Publics Contract Law N.J.S.A. 40A:11-1 et. Seq., and;

**WHEREAS**, the Township of Vernon has previously acted in accord with New Jersey public procurement statutes and regulations as promulgated by formally joining a recognized and compliant national cooperative, being the Sourcewell National Cooperative, and;

**WHEREAS**, the regulations as set forth within Local Finance Notice LFN 2012-10 have been fully complied with, and;

**WHEREAS** the equipment and corresponding Sourcewell National Cooperative contract is 040924-ALT, through Global Rental Inc., distributor for Altec Inc; and

**WHEREAS** the quoted cost under the Sourcewell National Cooperative is contract \$182,816.00; and

**WHEREAS**, the Chief Financial Officer has determined, and certified available funds are available in the amount of \$182,816.00 from line item C-04-25-009 Various Improvement Bond Ordinance

**NOW THEREFORE BE IT RESOLVED THAT**, the Mayor is hereby authorized to effectuate the purchase of herein approved equipment through Global Rental Company, Altec, Inc., 342 Chestnut Ave., West Berlin, NJ 08091, for the approved cost of \$182,816.00 from Sourcewell contract 040924-ALT.

### **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 August 11, 2025 at 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> |
|-----------------|---------------|---------------|------------|-----------|----------------|---------------|
| Buccieri, N.    |               |               |            |           |                |               |
| DeBenedetto, J. |               |               |            |           |                |               |
| Higgins, W.     |               |               |            |           |                |               |
| Sparta, B.      |               |               |            |           |                |               |
| Rizzuto, P.     |               |               |            |           |                |               |

# VERNON TOWNSHIP

## National Cooperative Form

| NAME OF NATIONAL COOPERATIVE                              | CONTRACT NUMBER                                                                                                          | ITEM OR SERVICE                                                                                                                                                                                                               |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sourcewell                                                | 040924-ALT                                                                                                               | Altec AT40G 4x4 Bucket Truck                                                                                                                                                                                                  |
| <b>VENDOR</b>                                             | Global Rental Company<br>Altec, Inc.<br>342 Chestnut Ave<br>West Berlin, NJ 08091                                        |                                                                                                                                                                                                                               |
| <b>DATES OF CONTRACT</b>                                  | Maturity Date: 6/11/2028                                                                                                 |                                                                                                                                                                                                                               |
| <b>DATE OF BID ADVERTISEMENT</b>                          | 2/20/2024                                                                                                                |                                                                                                                                                                                                                               |
| <b>DATE OF BID OPENING</b>                                | 4/9/2024                                                                                                                 |                                                                                                                                                                                                                               |
| <b>RESOLUTION NUMBER/ DATE OF JOINING THE COOPERATIVE</b> | 5/14/2018                                                                                                                | 18-142                                                                                                                                                                                                                        |
| <b>VENDOR COMPLIANCE</b>                                  | <b>BUSINESS REGISTRATION</b>                                                                                             | Y                                                                                                                                                                                                                             |
|                                                           | <b>OWNERSHIP</b>                                                                                                         | Y                                                                                                                                                                                                                             |
|                                                           | <b>RUSSIA/ BELARUS/ IRAN</b>                                                                                             | Y                                                                                                                                                                                                                             |
|                                                           | <b>AFFIRMATIVE ACTION CEIR/ AA302?</b>                                                                                   | Y                                                                                                                                                                                                                             |
| <b>SAVINGS COMPARISON</b>                                 | <b><u>QUOTED PRICE AND DETAILS</u></b><br><br>Altec AT40G 4x4 Bucket Truck and accessories in the amount of \$182,816.00 | <b><u>COMPARABLE PRICE AND DETAILS</u></b><br><br>In examining anticipated prices and comparable to other state contract offerings or bid process and expenses, the Sourcewell cooperative offered the best service and price |



Quote Number: 630202504  
Opportunity Number:  
Sourcewell Contract #: 040924-ALT  
Date: 6/30/2025

Quoted for: Vernon Township  
Quoted by: Jason Gustinucci  
Phone: / Email: (570) 205-5148 / jason.gustinucci@altec.com

| REFERENCE MODEL                     |  | Sourcewell Price | Commercial List Price | Discount % |
|-------------------------------------|--|------------------|-----------------------|------------|
| AT40-G 4x4                          |  | \$150,442        | \$155,095             | 3%         |
| (A.) Sourcewell Options On Contract |  |                  |                       |            |
| 1                                   |  |                  |                       |            |
| 2                                   |  |                  |                       |            |
| 3                                   |  |                  |                       |            |

**SOURCEWELL OPTIONS TOTAL:** \$150,442 \$155,095 3%

|                                             |                      |                                                             |          |
|---------------------------------------------|----------------------|-------------------------------------------------------------|----------|
| (A.) OPEN MARKET ITEMS (Customer Requested) |                      |                                                             |          |
| 1                                           | UNIT                 |                                                             |          |
| 2                                           | UNIT & HYDRAULIC ACC |                                                             |          |
| 3                                           | BODY                 |                                                             |          |
| 4                                           | BODY & CHASSIS ACC   |                                                             |          |
| 5                                           | ELECTRICAL           |                                                             |          |
| 6                                           | FINISHING            |                                                             |          |
| 7                                           | CHASSIS              | Chassis and unit body to be 2025 model year in lieu of 2023 | \$17,499 |
| 8                                           | OTHER                | Sentry 15x guys                                             | \$3,945  |
| 9                                           |                      | 5yr Altec Extended Warranty - TLME                          | \$6,020  |
| 10                                          |                      | 90 in hydraulic Pole Saw                                    | \$1,843  |
| 11                                          |                      | Scabbard                                                    | \$309    |
|                                             |                      |                                                             |          |
| OPEN MARKET OPTIONS TOTAL:                  |                      |                                                             | \$29,616 |

**SUB-TOTAL FOR UNIT/BODY/CHASSIS:** \$180,058

**Delivery to Customer:** \$2,758

**TOTAL FOR UNIT/BODY/CHASSIS:** \$182,816

|                                                               |  |  |  |
|---------------------------------------------------------------|--|--|--|
| (C.) ADDITIONAL ITEMS (items are not included in total above) |  |  |  |
| 1                                                             |  |  |  |
| 2                                                             |  |  |  |
| 3                                                             |  |  |  |
| 4                                                             |  |  |  |

**\*\*Pricing valid for 45 days and may be subject to availability at time of order\*\***

#### NOTES

\*\* Denotes FET fees were paid when unit was new. Global is not FET exempt.

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$3.50/ mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced

Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

**PAINT COLOR:** White to match chassis, unless otherwise specified

**TO ORDER:** To order, please contact the Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than \_\_\_\_\_ days ARO, FOB Customer Location

**TERMS:** Net 10 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**\*This quote does not include City, County, State or Federal taxes.**

# **TOWNSHIP OF VERNON**

## **RESOLUTION #25-206**

### **AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS UNDER T-3124**

**WHEREAS**, as provided for within the New Jersey Local Publics Contract Law (N.J.S.A.40A:11-1 et. Seq.,) the Township of Vernon may by resolution, and without advertising for bids or obtaining quotations, purchase any goods or services under the State Contract; and

**WHEREAS**, the Township has the need on a timely basis to purchase goods and services utilizing State contracts for salt conveyors and accessories through Kimco, 118 East Trefz Drive Marshall, TL 62441, holder of New Jersey State Contract T-3124; and

**WHEREAS**, Kimco has proposed a salt conveyor and accessories in the amount of \$93,235.96, acceptable to the Township.

**NOW THEREFORE BE IT RESOLVED**, that the Township Council of the Township of Vernon, authorizes the Qualified Purchasing Agent to purchase certain goods and services from Kimco, 118 East Trefz Drive Marshall, TL 62441, holder of New Jersey State Contract T-3124 pursuant to all conditions of the individual State contracts, for a salt conveyor and accessories in the amount of \$93,235.96

### **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 August 11, 2025 at 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> |
|-----------------|---------------|---------------|------------|-----------|----------------|---------------|
| Buccieri, N.    |               |               |            |           |                |               |
| DeBenedetto, J. |               |               |            |           |                |               |
| Higgins, W.     |               |               |            |           |                |               |
| Sparta, B.      |               |               |            |           |                |               |
| Rizzuto, P.     |               |               |            |           |                |               |



118 East Trefz Drive  
Marshall, IL 62441  
Phone: 217-826-8067  
Fax: 217-826-8848

*Conveyor Belts Sat  
Spoke to Blake. 7-22-2025 - Quote still good*

## QUOTE

| DATE      | QUOTE # |
|-----------|---------|
| 1/14/2025 | Q7374   |

| Name / Address                    |
|-----------------------------------|
| VERNON TOWNSHIP, NJ<br>ED BABCOCK |

| Ship To                           |
|-----------------------------------|
| VERNON TOWNSHIP, NJ<br>ED BABCOCK |

| Date      | Rep |
|-----------|-----|
| 1/14/2025 |     |

| Item Number   | Description                                                                                                                                         | Qty | Each         | Total      |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|------------|
| KC2470SSD/SS  | KIMCO KC2470SSD (24" WIDE 70' LONG) 304 STAINLESS STEEL CONVEYOR WITH 304 STAINLESS STEEL UNDERCARRIAGE AND DIESEL POWERED, BASE PRICE              | 1   | 115,590.36   | 115,590.36 |
| QUOTE         | PTO POWERED CONVEYOR (TO BE POWERED BY PTO ON A TRACTOR, INCLUDES SELF CONTAINED LIFT SYSTEM IN LIEU OF DIESEL POWERED                              | -1  | 33,432.05    | -33,432.05 |
| K24SSBEARINGS | STAINLESS STEEL BEARING (Includes head, tail, drive, take-up, and tracking bearings) FOR 24" CONVEYORS (INCLUDED IN ABOVE CONVEYOR PRICE)           | 1   | 0.00         | 0.00       |
| K24SSROLLERS  | STAINLESS STEEL ROLLERS (Includes head, tail, drive, take-up, and tracking rollers) FOR 24" CONVEYORS (INCLUDED IN ABOVE CONVEYOR PRICE)            | 1   | 0.00         | 0.00       |
| QUOTE         | **OPTIONAL DEDUCT** NO 304 STAINLESS STEEL BRAKE CALIPERS, AND 304 STAINLESS STEEL BRAKE LINES (INCLUDED IN ABOVE CONVEYOR PRICE)                   | -1  | 4,436.12     | -4,436.12  |
| KHAB1000      | **OPTIONAL DEDUCT** NO BOLT ON HYDRAULIC ACTUATOR WITH 1/2" MS PLATE BRACKET AND 1/2" 304 STAINLESS STEEL BRACKETS (INCLUDED IN ABOVE OPTION PRICE) | -1  | 0.00         | 0.00       |
| KSSFMS        | **OPTIONAL DEDUCT** NO 304 STAINLESS STEEL FENDERS FOR SINGLE WHEEL CONVEYORS (INCLUDED IN ABOVE CONVEYOR PRICE)                                    | -1  | 846.90       | -846.90    |
|               |                                                                                                                                                     |     | <b>Total</b> |            |

**KIMCO USA PORTABLE DIESEL POWERED CONVEYOR  
MODEL KC 2470SSD  
With 304 Stainless Steel Undercarriage**

**GENERAL:**

- |                           |                                                                               |
|---------------------------|-------------------------------------------------------------------------------|
| Length:                   | – 70 feet (Center of Head Roller to Center of Tail Roller)                    |
| Width:                    | – 24 inch (Belt Width)                                                        |
| Conveyor Capacity:        | – 300 TPH (based on salt at 70 lbs. per cubic ft. and an angle of 32 degrees) |
| Maximum Transport Height: | – 12 feet 6 inches                                                            |
| Maximum Transport Length: | – 75 feet                                                                     |
| Operating Height:         | – Adjustable up to 35 feet                                                    |
| Slider Pad:               | – $\frac{5}{8}$ " UHMW in lieu of rollers                                     |
| Return Idlers:            | – PVC with stainless steel shaft                                              |
|                           | – Length – 26" x diameter – $2\frac{7}{8}$ "                                  |

**CONVEYOR CONSTRUCTION:**

- |                             |                                                                                                                                                    |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Conveyor Sides and Bracing: | – 10 gauge 304 stainless steel bracing                                                                                                             |
|                             | – 2" x 2" x $\frac{1}{4}$ " angle cord and $1\frac{1}{2}$ " x $\frac{3}{16}$ " webbing in 304 stainless steel                                      |
| Undertruss:                 | – 2" x 6" x $\frac{3}{16}$ " 304 stainless steel formed angle web support with $\frac{3}{16}$ " plate reinforcement for hydraulic cylinder support |
| Dust Covers:                | – 18 gauge 304 stainless steel                                                                                                                     |
| Deflector:                  | – 10 gauge 304 stainless steel                                                                                                                     |
|                             | – 1-1/2" x 3/8" 304 stainless steel adjusting handle with multiple settings                                                                        |
|                             | – $\frac{5}{32}$ " dual stainless steel cables                                                                                                     |
|                             | – Deflector Fins                                                                                                                                   |
| Hitch:                      | – 2" x 6" x $\frac{1}{4}$ " 304 stainless steel rectangular tube hitch frame with 304 stainless steel plates to accept bolt on hydraulic actuator  |
|                             | – 3" I.D. Pintle Eye Hitch (4,500 lbs. maximum vertical tongue weight, 22,000 lbs. maximum gross tongue weight)                                    |
|                             | – Hydraulic actuator with mounting plates to bolt onto the 304 stainless steel hitch as to not be integral to the stainless hitch                  |

## **CHARGE HOPPER:**

Type: – 10 gauge 304 stainless steel 36" W x 32" L x 30" H

## **UNDERCARRIAGE REQUIREMENTS:**

Undercarriage Stainless: – 3" x 6" x 3/16" structural 304 stainless steel tube, arms and cross members  
– 2" x 2" x 1/4" structural 304 stainless steel tube support stand  
– 1/4" x 5" x 5" 304 stainless steel cylinder support tube

Axle: – 10,000 lb. – oil hub with 5/8" studs  
– Stainless steel disc hydraulic surge brakes

Tires: – 215/75R – 17.5 (4,500# radial tires)

Wheels: – 17.5 x 6.75 – 8–stud, heavy–duty conventional 6,200# steel wheels

Wheel Nuts: – 5/8" – #18 Flange nut

Hydraulic Lifting System: – Vertical hydraulic telescopic 3–stage cylinder 120"-123" stroke, Nitride Coating for corrosion resistance, with safety relief valve (adjustable to heights 12' 6" –35').  
– 23 gallon 304 stainless steel hydraulic tank with spin on hydraulic filter housing and filter  
– 3-way hydraulic control valve to raise and lower conveyor  
– Powered pump to create hydraulic pressure  
– All hose and hardware for a fully self-contained lift system

Safety Chains: – (2) safety chains to lock into operating position 3/8" alloy steel chain, 1/2" stainless steel aircraft cable, safety shackles and hooks (operating support chains and cables for conveyor)  
– (2) 3/8" alloy steel chain (for tow chains)

Lift Jack: – (2) Heavy–duty 10,000# dropleg jacks with solid swivel caster wheels

Guards: – (2) 10 gauge 304 stainless steel drive roller guards  
– (2) 10 gauge 304 stainless steel take-up roller guards  
– (2) 10 gauge 304 stainless steel transition guards

**KIMCO USA STAINLESS STEEL HOPPER  
MODEL KH6TSS/SS  
WITH 304 STAINLESS STEEL SCREENS  
(Front Load)**

**6 Ton Hopper Dimensions**

- 8' x 10' - 10 gauge 304 stainless steel, able to dump via the 10' side (perpendicular to the conveyor)
- (4)  $\frac{3}{16}$ " plate 304 stainless steel (formed channel)
- 1  $\frac{1}{2}$ " x 1  $\frac{1}{2}$ " 304 stainless steel (square tubing)
- 1" x 1" 304 stainless steel (flat bar)
- $\frac{1}{4}$ " plate 304 stainless steel
- $\frac{3}{16}$ " plate 304 stainless steel
- $\frac{3}{16}$ " plate 304 stainless steel (formed channel)
- 10 gauge 304 stainless steel formed angle
- 16" wide x 7' tall

**SCREENS:**

- $\frac{1}{2}$ " round vertical bar 304 stainless steel
- 1  $\frac{1}{2}$ " x  $\frac{1}{4}$ " flat horizontal bar 304 stainless steel on 5" centers
- 2" x  $\frac{3}{8}$ " flat bar border 304 stainless steel

**VIBRATOR:**

**Vibrator Bracket:**

- $\frac{3}{16}$ " stainless steel formed mounting bracket

**Vibrator:**

- Single phase, 115v/60hz vibrator, with control box and strobe light mounted on 304 stainless steel bracket

**KIMCO USA PORTABLE 4-TON HOPPER  
MODEL KH4TSS  
WITH MILD STEEL SCREENS**

**GENERAL:**

- |                           |                                            |
|---------------------------|--------------------------------------------|
| Hopper Dimensions:        | – 6' x 12' top opening                     |
|                           | – 10 gauge 304 stainless steel             |
| Hopper Legs:              | – 3/16" 304 stainless steel formed channel |
| Hopper Outriggers:        | – 3/16" 304 stainless steel formed channel |
| Door Handle:              | – 1 1/2" x 1 1/2" 304 stainless steel tube |
| Door Rail:                | – 1" x 1/2" 304 stainless steel flat bar   |
| Adjustable door assembly: | – 1/4" 304 stainless steel plate           |
| Lift Pads:                | – 3/16" 304 stainless steel plate          |
| Skids:                    | – 3/16" 304 stainless steel formed channel |
| Ladder:                   | – 10 gauge 304 stainless steel angle       |
|                           | – 16" wide x 5' tall                       |

**SCREENS:**

- 1 1/2" x 1/4" mild steel flat bar (on 5" centers)
- 2" x 3/8" mild steel border flat bar
- 1/2" round bar (on 5" centers)

**VIBRATOR:**

- |                   |                                                                                                              |
|-------------------|--------------------------------------------------------------------------------------------------------------|
| Vibrator Bracket: | – 3/16" stainless steel formed mounting bracket                                                              |
| Vibrator:         | – Single phase, 115v/60hz vibrator, with control box and strobe light mounted on 304 stainless steel bracket |

**KIMCO USA PORTABLE CONVEYOR  
MODEL KC 2470SSP  
WITH 304 STAINLESS STEEL UNDERCARRIAGE**

**GENERAL:**

- |                           |                                                                               |
|---------------------------|-------------------------------------------------------------------------------|
| Length:                   | – 70 feet (Center of Head Roller to Center of Tail Roller)                    |
| Width:                    | – 24 inch (Belt Width)                                                        |
| Conveyor Capacity:        | – 300 TPH (based on salt at 70 lbs. per cubic ft. and an angle of 32 degrees) |
| Maximum Transport Height: | – 13 feet 6 inches                                                            |
| Maximum Transport Length: | – 80 feet                                                                     |
| Maximum Transport Speed:  | – Safe up to 50 MPH                                                           |
| Operating Height:         | – Adjustable up to 35 feet                                                    |
| Slider Pad:               | – $\frac{5}{8}$ " UHMW in lieu of rollers                                     |
| Return Idlers:            | – PVC with stainless steel shaft                                              |
|                           | – Length – 26" x diameter – $2\frac{7}{8}$ "                                  |

**CONVEYOR CONSTRUCTION:**

- |                             |                                                                                                                                                    |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Conveyor Sides and Bracing: | – 10 gauge 304 stainless steel bracing                                                                                                             |
|                             | – 2" x 2" x $\frac{1}{4}$ " angle cord and $1\frac{1}{2}$ " x $\frac{3}{16}$ " webbing in 304 stainless steel                                      |
| Undertruss:                 | – 2" x 6" x $\frac{3}{16}$ " 304 stainless steel formed angle web support with $\frac{3}{16}$ " plate reinforcement for hydraulic cylinder support |
| Dust Covers:                | – 18 gauge 304 stainless steel                                                                                                                     |
| Lid Angle:                  | – 10 gauge 304 stainless steel; to allow for snap-in dust covers                                                                                   |
| Deflector:                  | – 10 gauge 304 stainless steel                                                                                                                     |
|                             | – $\frac{1}{2}$ " x 1" 304 stainless steel adjusting handle with multiple settings                                                                 |
|                             | – $\frac{5}{32}$ " dual stainless steel cables                                                                                                     |
|                             | – Deflector Fins                                                                                                                                   |
| Hitch:                      | – 2" x 6" x $\frac{1}{4}$ " 304 stainless steel rectangular tube hitch frame                                                                       |
|                             | – 3" I.D. Pintle Eye Hitch (4,500 lbs. maximum vertical tongue weight, 22,000 lbs. maximum gross tongue weight)                                    |

**DRIVE SYSTEM:**

- Wheel Nuts:
  - 5/8" – #18 Flange nut
- Hydraulic Lifting System:
  - Vertical hydraulic telescopic 3–stage cylinder 120"-123" stroke, chrome or nitride coated for added corrosion resistance, with safety relief valve (adjustable to heights 13' 6" – 35')
- Safety Chains:
  - (2) safety chains to lock into operating position 3/8" alloy steel chain, 1/2" stainless steel aircraft cable, Crosby alloy safety shackles and hooks (operating support chains and cables for conveyor)
  - (2) 3/8" alloy steel chain (for tow chains)
- Lift Jack:
  - Heavy-duty 10,000# dropleg jack
  - Dual 12" (4.10/6) diameter 1,350# swivel wheel with solid rubber or urethane covering
- Grease Tubes:
  - Stainless Steel grease tubes for head roller (for easy access from ground)
- Guards:
  - (2) 10 gauge 304 stainless steel drive roller guards
  - (2) 10 gauge 304 stainless steel take-up roller guards
  - (2) 10 gauge 304 stainless steel transition guards
  - (1) 10 gauge 304 stainless steel tail roller guard with # 9, 3/4", flattened 304 stainless steel expanded metal

#### **OPTIONAL HYDRAULIC LIFT KIT:**

- Hydraulic Lift Power:
  - Geroler motor
  - Gear pump
  - Aluminum coupling housing
- Hydraulic Oil Reservoir:
  - 34 gallon 304 stainless steel hydraulic reservoir tank
  - 304 stainless steel hydraulic tank and motor frame
  - Return line oil filter
  - Suction strainer
  - Filler breather cap
  - Ball valve
  - Suction strainer
- Control Valve
  - 3-way control valve
  - Mounted on 304 stainless steel bracket
  - Pressure up



Contract 21-FLEET-01396

Header Information

|                                          |                                         |                        |                           |                           |                                                                              |
|------------------------------------------|-----------------------------------------|------------------------|---------------------------|---------------------------|------------------------------------------------------------------------------|
| <b>Purchase Order Number:</b>            | 21-FLEET-01396                          | <b>Release Number:</b> | 0                         | <b>Short Description:</b> | T3124 - Portable Salt Conveyors, Diesel Engine, with Accessories - Statewide |
| <b>Status:</b>                           | 3PS - Sent                              | <b>Purchaser:</b>      | Bryan Birchmeier          | <b>Receipt Method:</b>    | Quantity                                                                     |
| <b>Fiscal Year:</b>                      | 2024                                    | <b>PO Type:</b>        | Contract                  | <b>Minor Status:</b>      |                                                                              |
| <b>Organization:</b>                     | Division of Purchase and Property       | <b>Location:</b>       | FLEET - Commodities Fleet | <b>Type Code:</b>         | REP/NICOO                                                                    |
| <b>Department:</b>                       | DPP - Division of Purchase and Property | <b>Entered Date:</b>   | 02/16/2021 01:54:15 PM    | <b>Discount %:</b>        | 0.00%                                                                        |
| <b>Alternate ID:</b>                     |                                         | <b>Retainage %:</b>    | 0.00%                     |                           |                                                                              |
| <b>Days ARO:</b>                         | 0                                       | <b>Actual Cost:</b>    | \$158,065.74              |                           |                                                                              |
| <b>Release Type:</b>                     | Direct Release                          |                        |                           |                           |                                                                              |
| <b>Contact Instructions:</b>             | PO Print                                |                        |                           |                           |                                                                              |
| <b>Print Format:</b>                     | T3124                                   |                        |                           |                           |                                                                              |
| <b>T Number:</b>                         | Yes                                     |                        |                           |                           |                                                                              |
| <b>NJ Cooperative Purchasing:</b>        | No                                      |                        |                           |                           |                                                                              |
| <b>Green Blanket PO:</b>                 | No                                      |                        |                           |                           |                                                                              |
| <b>Emergency Blanket PO:</b>             | No                                      |                        |                           |                           |                                                                              |
| <b>Set Aside Category:</b>               | None                                    |                        |                           |                           |                                                                              |
| <b>NJ Vendor Certification Category:</b> | No                                      |                        |                           |                           |                                                                              |
| <b>Performance Bond Required:</b>        | No                                      |                        |                           |                           |                                                                              |
| <b>PO Contact Email:</b>                 |                                         |                        |                           |                           |                                                                              |

**Agency Attachments:** [T3124 Countersigned Offer and Acceptance Page - Kimco, USA.pdf](#)  
[T3124 21DPP00576 Bid Amendment 1.pdf](#)  
[T3124 21DPP00576 Revised Bid Solicitation 10.22.20-2.docx](#)  
[T3124 21DPP00576 State Supplied Price Sheet-2.xlsx](#)  
[Price Line 1 Belt Conveyor KC24705SDSS Spec Schematic.pdf](#)  
[Price Line 2 Front Load Hopper KH6TSSSS-FD Spec Schematic.pdf](#)  
[Price Line 3 Side Load Hopper KH6TSSSS-SD Spec Schematic.pdf](#)  
[Price Line 4 Manufacturers Options and Attachments Price List.pdf](#)  
[T3124 Price Increase Amendment 1.pdf](#)  
[Executed amendment to participate in NJSTART Marketplace Cooperative](#)  
[Executed amendment to participate in NJSTART Marketplace All Spend Program](#)  
[T3124 Amendment 2 First Extension.pdf](#)

Vendor Attachments:

Primary Vendor Information & PO Terms

|                   |                           |                 |                     |                  |                        |
|-------------------|---------------------------|-----------------|---------------------|------------------|------------------------|
| Vendor:           | V00014870 - Kimco USA Inc | Payment Terms:  | Not Applicable      | Shipping Method: |                        |
|                   |                           | Shipping Terms: | F.O.B., Destination | Freight Terms:   |                        |
| PO                |                           | Notifications   |                     |                  |                        |
| Acknowledgements: | Document                  |                 |                     |                  | Acknowledged Date/Time |
|                   | Purchase Order            |                 |                     |                  | 02/18/2021 10:03:41 AM |
|                   | Change Order 1            |                 |                     |                  | 02/17/2022 12:57:08 PM |
|                   | Change Order 6            |                 |                     |                  | 02/27/2024 12:50:11 PM |

Contract Vendor Distributor List

|                  |                    |                                  |                                  |
|------------------|--------------------|----------------------------------|----------------------------------|
| <u>Vendor ID</u> | <u>Vendor Name</u> | <u>Preferred Delivery Method</u> | <u>Vendor Distributor Status</u> |
| V00014870        | Kimco USA Inc      | Email                            | Active                           |

Contract Controls

|                                                |                                         |                    |                       |
|------------------------------------------------|-----------------------------------------|--------------------|-----------------------|
| Contract Begin Date:                           | 02/18/2021                              | Contract End Date: | 02/17/2025            |
| Cooperative Purchasing Allowed:                | Yes                                     |                    |                       |
| Organization                                   | Department                              | Dollar Limit       | Dollars Spent to Date |
| AGENCY - Division of Purchase and Property     | AGY - Agency Umbrella Master Control    | \$0.00             | \$0.00                |
| ALL ORG - Organization Umbrella Master Control | AGY - Agency Umbrella Master Control    | \$0.00             | \$0.00                |
| AGENCY - Division of Purchase and Property     | DPP - Division of Purchase and Property | \$0.00             | \$0.00                |
|                                                |                                         |                    | Minimum Order Amount  |
|                                                |                                         |                    | \$0.00                |
|                                                |                                         |                    | \$0.00                |
|                                                |                                         |                    | \$0.00                |

Item Information

Print Sequence # 1.0, Item # 1: Belt Conveyor, Portable, Minimum Seventy (70) Foot to Maximum Seventy-Five (75) Foot Length. Brand: Kimco USA Inc. Product Number: KC24705SD/5S Engine Horsepower: 74 HP Delivery Days After Receipt of Order: 90 Days

3PS - Sent

NIGP Code: 560-00  
MATERIAL HANDLING, CONVEYORS, STORAGE EQUIPMENT AND ACCESSORIES

Bid # / Bid Item #: 21DPP00576 / 1 Quote # / Quote Item #: 00005019 / 1

|          |                |     |              |           |            |                     |              |
|----------|----------------|-----|--------------|-----------|------------|---------------------|--------------|
| Quantity | Receipt Method | Qty | Unit Cost    | UOM       | Discount % | Total Discount Amt. | Total Cost   |
|          |                | 1.0 | \$115,590.36 | EA - Each | 0.00       | \$0.00              | \$115,590.36 |

Manufacturer:  
Make:  
Brand:  
Packaging:  
Model:

**Print Sequence # 2.0, Item # 2:** Minimum 5.5 Cubic Yard Front Load Hopper. Brand: Kimco USA Inc. Product Number: KH6TSS/SS-RD Delivery Days After Receipt of Order: 60 Days

3PS - Sent

NIGP Code: 560-00  
MATERIAL HANDLING, CONVEYORS, STORAGE EQUIPMENT AND ACCESSORIES

|          |                |     |             |           |            |                     |             |
|----------|----------------|-----|-------------|-----------|------------|---------------------|-------------|
| Quantity | Receipt Method | Qty | Unit Cost   | UOM       | Discount % | Total Discount Amt. | Total Cost  |
|          |                | 1.0 | \$21,150.19 | EA - Each | 0.00       | \$0.00              | \$21,150.19 |

Manufacturer:  
Make:  
Brand:  
Packaging:  
Model:

**Print Sequence # 3.0, Item # 3:** Minimum 5.5 Cubic Yard Side Load Hopper. Brand: Kimco USA Inc. Product Number: KH6TSS/SS-SD Delivery Days After Receipt of Order: 60 Days

3PS - Sent

NIGP Code: 560-00  
MATERIAL HANDLING, CONVEYORS, STORAGE EQUIPMENT AND ACCESSORIES

|          |                |     |             |           |            |                     |             |
|----------|----------------|-----|-------------|-----------|------------|---------------------|-------------|
| Quantity | Receipt Method | Qty | Unit Cost   | UOM       | Discount % | Total Discount Amt. | Total Cost  |
|          |                | 1.0 | \$21,150.19 | EA - Each | 0.00       | \$0.00              | \$21,150.19 |

Manufacturer:  
Make:  
Brand:  
Packaging:  
Model:

**Print Sequence # 4.0, Item # 4:** Manufacturer's Attachments and Options. The percentage discount will be applied to the fixed pricing contained within the manufacturer's attachment and options price list.

3PS - Sent

NIGP Code: 560-00  
MATERIAL HANDLING, CONVEYORS, STORAGE EQUIPMENT AND ACCESSORIES

|          |                |     |           |           |            |                     |            |
|----------|----------------|-----|-----------|-----------|------------|---------------------|------------|
| Quantity | Receipt Method | Qty | Unit Cost | UOM       | Discount % | Total Discount Amt. | Total Cost |
|          |                | 1.0 | \$0.00    | LOT - Lot | 5.00       | \$0.00              | \$0.00     |

Manufacturer:  
Make:  
Brand:  
Packaging:  
Model:

Print Sequence # 5.0, Item # 5: One Additional Set of Parts, Service and Operation & Maintenance Manuals.

3PS - Sent

NIGP Code: 560-00  
MATERIAL HANDLING, CONVEYORS, STORAGE EQUIPMENT AND ACCESSORIES

|               |                |     |           |           |            |                     |            |
|---------------|----------------|-----|-----------|-----------|------------|---------------------|------------|
| Quantity      | Receipt Method | Qty | Unit Cost | UOM       | Discount % | Total Discount Amt. | Total Cost |
|               |                | 1.0 | \$25.00   | EA - Each | 0.00       | \$0.00              | \$25.00    |
| Manufacturer: | Brand:         |     |           |           |            |                     |            |
| Make:         | Packaging:     |     |           |           |            |                     |            |
|               |                |     |           |           |            |                     | Model:     |

Print Sequence # 6.0, Item # 6: Technical Support, hourly rate.

3PS - Sent

NIGP Code: 560-00  
MATERIAL HANDLING, CONVEYORS, STORAGE EQUIPMENT AND ACCESSORIES

|               |                |     |           |             |            |                     |            |
|---------------|----------------|-----|-----------|-------------|------------|---------------------|------------|
| Quantity      | Receipt Method | Qty | Unit Cost | UOM         | Discount % | Total Discount Amt. | Total Cost |
|               |                | 1.0 | \$150.00  | HOUR - Hour | 0.00       | \$0.00              | \$150.00   |
| Manufacturer: | Brand:         |     |           |             |            |                     |            |
| Make:         | Packaging:     |     |           |             |            |                     |            |
|               |                |     |           |             |            |                     | Model:     |

Exit

**TOWNSHIP OF VERNON**

**RESOLUTION #25-207**

**AUTHORIZING A DATE FOR MUNICIPAL TAX SALE**

**WHEREAS**, the governing body of the Township of Vernon, County of Sussex, State of New Jersey, desires to collect all taxes, assessments and other municipal charges that are now delinquent; and

**WHEREAS**, The Tax Collector is directed to sell all municipal delinquencies through December 31, 2024 in a manner prescribed by N.J.S.A. 54:5-19, and as amended by Chapter 99, Public Laws of 1997.

**NOW THEREFORE BE IT RESOLVED**, by the Council of the Township of Vernon, that the Tax Collector is hereby authorized and directed to sell all municipal liens in accordance with New Jersey law, both as stated above, on Tuesday September 23, 2025 via Electronic Tax Sale.

**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 August 11, 2025 at 7:00 pm in the Vernon Municipal Center.

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

**VERNON TOWNSHIP COUNCIL**

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

Submitted by: Lisa A. Kimkowski, CTC

# TOWNSHIP OF VERNON

## RESOLUTION #25-208

### LOAN AGREEMENT BETWEEN MOUNTAIN CREEK RESORT AND THE STATE OF NEW JERSEY BY AND FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

**WHEREAS**, the governing body of the Township of Vernon desires to further the public interest by co-signing for a Loan from the State of New Jersey to the Mountain Creek Resort in the amount of Three Million Dollars (\$3,000,000.00) to fund the rehabilitation of the Mountain Creek Dam.

**NOW THEREFORE, BE IT RESOLVED**, the governing body authorizes the Mayor or Township Administrator or the successor to the office of the Mayor or Township Administrator is authorized (a) to execute a Loan Agreement as the Co-borrower with the State for a Loan in an amount not more than Three Million Dollars (\$3,000,000.00) to be made to the Mountain Creek Resort and (b) to execute any amendments thereto.

**NOW THEREFORE, BE IT FURTHER RESOLVED**, The Township Council of the Township of Vernon authorizes and hereby agrees to complete the dam restoration project and to reimburse the State in accordance with the terms and conditions of the Loan Agreement in the event of a default on the part of the Mountain Creek Resort. The Township of Vernon agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the Loan Agreement.

### 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 August 11, 2025 at 7:00 pm in the Vernon Municipal Center.

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

### VERNON TOWNSHIP COUNCIL

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

## **TOWNSHIP OF VERNON**

### **RESOLUTION #21-282**

#### **AGREEMENT TO ACT AS CO-APPLICANT WITH MOUNTAIN CREEK RESORT, INC. FOR A DAM REHABILITATION LOAN PURSUANT TO THE DAM RESTORATION AND INLAND WATERS PROJECTS LOAN PROGRAM**

**WHEREAS**, Mountain Creek Resort, Inc. ("Mountain Creek") is the owner of a dam, which is subject to the applicable requirements as to construction, safety and maintenance as promulgated and enforced by the New Jersey Department of Environmental Protection ("NJDEP") pursuant to N.J.S.A. 58:4-11 et seq., and the Dam Safety Standards, N.J.A.C. 7:20-1.1 et seq.; and

**WHEREAS**, the NJDEP has determined that Mountain Creek's dam is in need of repair, improvements and rehabilitation to bring it into compliance with applicable standards promulgated by the NJDEP; and

**WHEREAS**, the NJDEP provides loans for the repair of dams pursuant to the Dam Restoration and Inland Waters Projects Loan Program promulgated at N.J.A.C 7:24A ("Dam Loan Program") to meet the costs and expenses of dam restoration projects such as that required for Mountain Creek's dam; and

**WHEREAS**, to participate in the Dam Loan Program, Mountain Creek must include, as part of its loan application, a Resolution from the Township of Vernon agreeing to serve as the co-applicant for any loan; and

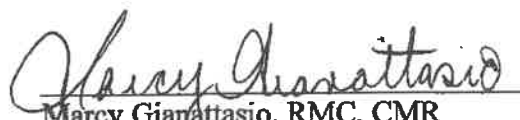
**WHEREAS**, the Township Council and Mayor have reviewed the matter and have agreed to apply as a co-applicant with Mountain Creek for a dam rehabilitation loan pursuant to the Dam Loan Program to ensure that Mountain Creek's dam is brought into compliance with the NJDEP's dam safety standards and regulations; and

**WHEREAS**, Mountain Creek has agreed to guarantee any and all repayment obligations owed pursuant to any loan issued through the Dam Loan Program; and

**NOW THEREFORE**, it is hereby resolved by the Vernon Township Council that the Mayor is authorized to execute, as a co-applicant with Mountain Creek, any loan application and any loan agreement for a loan through the Dam Loan Program for the rehabilitation of Mountain Creek's dam, provided Mountain Creek executes and provides to the Township of Vernon a guarantee agreement guaranteeing any and all repayment obligations owed pursuant to any loan issued through the Dam Loan Program.

### CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their meeting held on December 13, 2021 at 7:00 pm in the Vernon Municipal Center.

  
Marcy Giarattasio, RMC, CMR  
Municipal Clerk

### VERNON TOWNSHIP COUNCIL

| NAME        | MOTION | SECOND | YES | NO | ABSTAIN | ABSENT |
|-------------|--------|--------|-----|----|---------|--------|
| Auberger, J | X      |        | X   |    |         |        |
| Cilli, T    |        | X      | X   |    |         |        |
| Furrey, M   |        |        | X   |    |         |        |
| Pitsker, A  |        |        | X   |    |         |        |
| Shortway, H |        |        | X   |    |         |        |

**LOAN AGREEMENT**

**BETWEEN**

**THE STATE OF NEW JERSEY,**

**ACTING BY AND THROUGH THE NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**Mountain Creek Resort**

**AND**

**Township of Vernon**

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**NEW JERSEY DAM RESTORATION  
PROJECT LOAN AGREEMENT**

THIS LOAN AGREEMENT, made and entered into by and between THE STATE OF NEW JERSEY, acting by and through the New Jersey Department of Environmental Protection (the "State"), and the **Mountain Creek Resort** (the "Borrower") and the Township of Vernon (the "Co-borrower");

WITNESSETH THAT:

WHEREAS, the Borrower is owner of the **Mountain Creek Dam** and accepts all responsibility for bringing the dam into compliance with the New Jersey Dam Safety Standards, N.J.A.C. 7:20-1 et. seq., and all future maintenance of the dam; and

WHEREAS, the Borrower has, in accordance with P.L.1992, c.88 and P.L.2003, c.162, made timely application to the State for a loan to finance the Cost of its Project (as each of the foregoing terms is defined in Section 1.01 hereof, all capitalized terms used in the Loan Agreement shall have, unless the context otherwise requires, the meaning set forth in said Section); and

WHEREAS, the State has approved the Borrower's application for a Loan from the Dam Restoration and Inland Water Loan Program in an amount not to exceed **Three Million Dollars (\$3,000,000.00)** to finance the Cost of the Project; and

WHEREAS, the New Jersey State Legislature has approved appropriations legislation, i.e. PL 2025 c44, which authorized an expenditure of said proceeds to finance the Cost of the Project; and

WHEREAS, the Borrower is a private dam owner or similar organization and has filed the application for a Loan with the support of the co-applicant municipality, which is recognized as the Co-borrower in accordance with the regulations governing the Dam Restoration and Inland Waters Projects Loan Program, N.J.A.C. 7:24A.

NOW, THEREFORE, for and in consideration of the award of the Loan by the State, the Borrower and Co-borrower agree to complete the Project and to perform under this Loan Agreement in accordance with the conditions, covenants, and procedures set forth herein and attached hereto as a part hereof, and in accordance with the Regulations entitled "1992 Dam Restoration and Inland Waters Projects Loan Program," N.J.A.C. 7:24A-1 et. seq., as follows:

## ARTICLE I

### DEFINITIONS

SECTION 1.01 Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Authorized Officer” means in the case of the Local Unit or private lake association or similar organization, any person or persons authorized pursuant to a resolution or ordinance of the governing body of the Local Unit or private lake association or similar organization to perform any act or execute any document relating to the Loan or this Loan Agreement.

“Association” means any incorporated or unincorporated private lake association or similar organization owning or having authority to restore a dam or undertake an inland water project which has been approved to receive a loan.

“Borrower” means the **Mountain Creek Resort**, which has applied for and has been approved to receive a loan from the State to undertake the Project.

“Co-borrower” means Township of Vernon, which has passed a resolution and has agreed to act as Co-borrower to the Borrower in accordance with the Regulations (defined below).

“Cost” means the Borrower’s expenses incurred in connection with all things deemed necessary or useful and convenient for completion of the Project in accordance with the Regulations (defined below).

“Department” means the New Jersey Department of Environmental Protection.

“Event of Default” means any occurrence or event specified in Section 5.01 of this Loan Agreement.

“Loan” means the loan made by the State to the Borrower to finance the Cost of the Project in accordance with this Loan Agreement.

“Loan Agreement” means this Project Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified, or amended from time to time in accordance with the terms hereof.

“Loan Repayments” means the repayments of the principal amount of the Loan, plus interest, as established in this Loan Agreement payable by the Borrower pursuant to Section 3.03 of this Loan Agreement.

“Local Unit” means a county or a municipality, or any agency, authority, board,

commission or other instrumentality thereof; or any two or more counties or municipalities operating jointly through a joint meeting or interlocal services agreement permitted by law, or any agency, authority, board, commission, or other instrumentality thereof; or any other local or regional entity created by the legislature as a political subdivision of the State, or any agency, authority, board, commission or other instrumentality thereof.

“Project” means the dam restoration or inland water project of the Borrower described in Exhibit A-1, which is attached hereto and made a part hereof, including the lands on which the construction activity is located, for which the State is permitted to make a loan to the Borrower pursuant PL 2025 c.44, approved on April 22, 2025, and the Regulations (defined below).

“Regulations” means the rules and regulations now or hereafter promulgated by the State, including the regulations entitled “Dam Restoration and Inland Waters Projects Loan Program” (N.J.A.C. 7:24A), as the same may from time to time be amended and supplemented.

“State” means the State of New Jersey, acting, unless otherwise specifically indicated, by and through the New Jersey Department of Environmental Protection and its successors and assigns.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies, and districts. Words importing on gender shall include the other gender.

## ARTICLE II

### REPRESENTATIONS AND COVENANTS

SECTION 2.01       Representations of the Borrower. The Borrower represents for the benefit of the State, acting by and through the New Jersey Department of Environmental Protection, as follows:

(A)     Organization and Authority.

(1)     The Borrower is a private lake association or similar incorporated organization established in accordance with the laws of the State and which operates under a lawful set of association or organization bylaws.

(2)     The acting officials of the Borrower who are contemporaneously herewith performing or have previously performed any action contemplated in this Loan Agreement either are, or at the time any such action was performed, were, the duly appointed or elected officials of such Borrower empowered by applicable New Jersey law and authorized by resolution of the Borrower to perform such actions. To the extent any such action was performed by an official no longer the duly acting official of such Borrower, all such actions previously taken by such official are ratified and still in full force and effect.

(3)     The Borrower has full legal right and authority and all necessary property rights, licenses and permits required as of this date hereof to undertake, operate and maintain the Project, to carry on its activities relating thereto, to execute, attest and deliver this Loan Agreement and to carry out and consummate all transactions contemplated by this Loan Agreement.

(4)     The proceedings of the Borrower's governing body approving this Loan Agreement, authorizing the execution, attestation and delivery of this Loan Agreement, and authorizing the Borrower to construct and operate the Project, including without limitation a resolution of the Borrower as provided in Exhibit G herein, were duly adopted and published in accordance with applicable State law and the Association or Organization's by-laws at a meeting or meetings which were duly called pursuant to necessary notice and held in accordance with applicable State law and Association or other by-laws, at which quorums were present and acting throughout.

(5)     By official action of the Borrower taken prior to or concurrent with the execution and delivery hereof, including without limitation, the ordinance or resolution, the Borrower has duly authorized, approved, and consented to all necessary action to be taken by the Borrower for: (a) the execution, attestation, delivery and performance of this Loan Agreement and the transactions contemplated hereby; and (b) the execution, the delivery and the due performance of any and all other certificates, agreements and instruments that may be required to be executed, delivered, and performed by the Borrower in order to carry out, to give effect to, and to consummate the transactions contemplated by this Loan Agreement.

(6) This Loan Agreement has been duly authorized by the Borrower and duly executed, attested, and delivered by the Authorized Officers of the Borrower and constitutes the legal, valid, and binding obligations of the Borrower.

(B) Full Disclosure. There is no detail that the Borrower has not disclosed to the State on the Borrower's application for the Loan or otherwise in writing that materially adversely affects or (so far as the Borrower might reasonably foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Project or the ability of the Borrower to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.

(C) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, could materially adversely affect: (1) the ownership or operation of the Project; (2) the properties, activities, prospects, or condition (financial or otherwise) of the Borrower or its Project; (3) the authorization, execution, attestation, or delivery of this Loan Agreement; or (4) the Borrower's ability to otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement, that have not been disclosed in writing to the State either in the Borrower's application for the Loan or otherwise in conjunction with this Project's review.

(D) Compliance with Existing Laws and Agreements. (1) The authorization, execution, attestation, and delivery of this Loan Agreement by the Borrower, (2) the observation and performance by the Borrower of its duties, covenants, obligations, and agreements hereunder, (3) the consummation of the transactions provided for in this Loan Agreement, and (4) the operation of the Project will not (a) result in any breach of any of the terms, conditions, or provisions of, or (b) constitute a default under any existing ordinance or resolution, contract, outstanding debt, lease, trust agreement, indenture, mortgage, deed, loan agreement, or other instrument to which the Borrower is a party or by which the Borrower, its Project or any of its property or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Association was established or any laws, ordinances, injunctions, covenants, restrictions, judgments, decrees, rules, regulations, or existing orders of any court or governmental or administrative agency, authority, or person to which the Borrower, its Project, or its properties or operations is subject.

(E) No Defaults. No event has occurred, and no condition exists that, upon authorization, execution, attestation, and delivery of this Loan Agreement or receipt of any portion of the Loan, would constitute an Event of Default hereunder. As of the date of delivery of this Loan Agreement, the Borrower has not been and is not in default in the payment of principal of or interest on any of its bonds, notes, lease purchase agreements or other debt obligations. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, this Project, or the Project's property may be bound, which violation would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Borrower

or its Project or the ability of the Borrower to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.

(F) Governmental Consent. The Borrower has obtained all permits and approvals required by any governmental body or officer for the making, observance, and performance by the Borrower of its duties, covenants, obligations, and agreements under this Loan Agreement and for the operation of the Project and the financing or refinancing thereof; and the Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing, or registration with any governmental body or officer in connection with the making, observance, and performance by the Borrower of its duties, covenants, obligations, and agreements under this Loan Agreement or with the operation of the Project and the financing or refinancing thereof.

(G) Compliance with Law. The Borrower: (1) is in compliance with all laws, ordinances, governmental rules, and regulations to which it is subject, the failure to comply with which would materially adversely affect (a) the ability of the Borrower to conduct its activities or operate the Project or (b) the condition (financial or otherwise) of the Borrower or its Project; and (2) has obtained all licenses, permits, franchises, or other governmental authorizations presently necessary for the ownership of its property or for the conduct of its activities.

(H) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the State as described in Exhibit C, which is attached hereto and made a part hereof: (1) to finance or refinance a portion of the Cost of the Borrower's Project; and (2), where applicable, reimburse the Borrower for a portion of the Cost of the Borrower's Project, which portion was paid or incurred in anticipation of reimbursement by the State and is eligible for such reimbursement pursuant to the Regulations and any other applicable law.

(I) Ownership or Property Rights. The Borrower has submitted as part of its application to the State for the Loan proof acceptable to the State of the Borrower's ownership of the real property on which the construction activity is located or has obtained since submittal of the application to the State for the Loan and has supplied proof acceptable to the State of its ownership or other authority to use such property for undertaking the Project.

## SECTION 2.02 Particular Covenants of the Borrower.

(A) Full Faith and Credit Pledge. The Borrower irrevocably pledges its full faith and credit and covenants to exercise its ability to collect dues, fees, or any other assessment in accordance with its by-laws or State law, to the extent it has such authority.

(B) Completion of Project and Provision of Moneys Therefor. The Borrower covenants and agrees (1) to complete the construction of the Project in accordance with Loan Agreement documents identified in Exhibit A-1, which is attached hereto; and (2) to provide from its own financial resources all moneys in excess of the total amount of the loan proceeds it receives under the Loan in order to complete the construction of the Project.

(C) **Disposition of the Project.** The Borrower shall not sell, lease, or otherwise dispose of all or any interest in its Project except on ninety (90) days' prior written notice to the State and in compliance with Section 4.02 hereof.

(D) **Operation and Maintenance of the Project.** The Borrower covenants and agrees that it shall, in accordance with prudent operation and maintenance practice at all times: (1) operate the properties of the Project in an efficient manner; (2) maintain its Project in good repair, working order, and operating condition; and (3) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements with respect to its Project so that at all times the Project operates properly for its intended purpose.

(E) **Records; Accounts.** The Borrower, its contractors, and subcontractors shall keep accurate records and accounts for its Project (the "Project Records"), separate and distinct from its other records and accounts (the "General Records").

(1) **Audit Requirements**

a. This Loan Agreement may be audited at the discretion of the State up to seven (7) years after the date of last payment and satisfaction of the Loan by the Borrower, or as otherwise required, by the Office of the State Comptroller. Any such audit shall be made in accordance with applicable federal and State requirements, and as to whether the Borrower has complied with federal and State statutes, regulations, and the terms and conditions of any award. The Borrower shall comply with applicable federal and State requirements for auditees.

b. Where an audit conducted hereunder indicates any noncompliance by the Borrower with the material terms and conditions of this Loan Agreement, the Borrower shall take corrective action as required by the State. As a result of any audit hereunder, recommendations shall be made whether any Cost incurred by the Borrower should be disallowed as being beyond the scope or the purpose of this Loan Agreement, excessive, or otherwise impermissible. The State retains the right to recover any disallowed Cost, and the Borrower shall return to the State any disallowed Cost no later than thirty (30) days after same is requested.

c. The provisions of this section shall continue in full force and effect after the termination, expiration, or suspension of this Loan Agreement.

(F) **Inspections; Information.** The Borrower shall permit the State and any party designated by the State: to examine, visit, and inspect, at any and all reasonable times, the property constituting the Project; and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the State may reasonably require in connection therewith.

(G) Insurance. The Borrower, its contractors, or subcontractors shall maintain or cause to be maintained, in force, insurance providing against risk of direct physical loss, damage, or destruction of its Project and liability arising out of its ownership, operation or, maintenance or any activity associated with the Project, to the same extent that similar insurance is carried by owners constructing, operating, and maintaining facilities of a similar type and nature as the Borrower's Project. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the State. Unless current documentation is already on file, the Borrower must, within thirty (30) days after the effective date of this Loan Agreement, provide to the State current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this Loan Agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason, except after thirty (30) days' written notice to the State. No payments may be made under this Loan Agreement until acceptable documentation of insurance coverage as to type, coverage, amount, and source is received. The minimum required coverages for any contractors and subcontractors (in addition to Borrower's separate insurance coverage as the owner, operator, and party responsible for the Project) are as follows:

a. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.

b. Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.

c. Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than:

\$1,000,000 Bodily Injury, Each Occurrence  
 \$1,000,000 Disease Each Employee  
 \$1,000,000 Disease Aggregate Limit

(H) Delivery of Documents. Concurrently with the delivery of this Loan Agreement, the Borrower will cause to be delivered to the State each of the following items: (1) counterparts of this Loan Agreement properly executed and attested; (2) copies of the ordinance or resolution, in the case of a Local Unit or a governed property owners association, authorizing the execution, attestation, and delivery of this Loan Agreement and naming the person

authorized to execute this Loan Agreement for the Borrower, which shall serve as satisfactory written proof that the person signing this Loan Agreement on behalf of the Borrower is lawfully authorized to bind said Borrower to all of the obligations set forth in this Loan Agreement; and (3) such other certificates, documents, opinions, and information as the State may require as part of Exhibit E hereof, if any.

(I) Notice of Material Adverse Change. The Borrower shall promptly notify the State of any material adverse change in: the activities, prospects, or condition (financial or otherwise) of the Borrower's Project; or the ability of the Borrower to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.

(J) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(K) Additional Covenants and Requirements. Additional covenants and requirements may be set forth at Exhibit E. Such covenants and requirements may include but need not be related to the maintenance, inspection, and operation of the Project. The Borrower further agrees to observe and comply with each such covenant or requirement included on Exhibit E.

#### SECTION 2.03 Representations of the Co-Borrower.

##### (A) Organization and Authority.

(1) The Co-borrower is: a county or a municipality, or an agency, authority, board, commission, or other instrumentality thereof; any two or more counties or municipalities operating jointly through a joint meeting or interlocal services agreement, permitted by law, or an agency, authority, board, commission, or other instrumentality thereof; or any other local or regional entity created by the legislature as a political subdivision of the State, or an agency, authority, board, commission, or other instrumentality thereof.

(2) The acting officials of the Co-borrower who are contemporaneously herewith performing or have previously performed any action contemplated in this Loan Agreement either are, or at the time any such action was performed, were, the duly appointed or elected officials of such Co-borrower empowered by applicable New Jersey law and, if applicable, authorized by ordinance or resolution of the Co-borrower to perform such actions. To the extent any such action was performed by an official no longer the duly acting official of such Co-borrower, all such actions previously taken by such official are still in full force and effect.

(3) The proceedings of the Co-borrower's governing body approving this Loan Agreement authorizing the execution, attestation and delivery of this Loan Agreement, and authorizing the Co-borrower to perform in accordance with this Loan Agreement and the Regulations, including without limitation an ordinance or resolution of the Co-borrower as

provided in Exhibit G herein, were duly adopted and published in accordance with applicable State law at a meeting or meetings which were duly called pursuant to necessary public notice and held in accordance with applicable State law, and at which quorums were present and acting throughout.

(4) By official action of the Co-borrower taken prior to or concurrent with the execution and delivery hereof, including without limitation, the ordinance or resolution, the Co-borrower has duly authorized, approved, and consented to all necessary action to be taken by the Co-borrower for: (a) the execution, attestation, delivery and performance of this Loan Agreement and the transactions contemplated hereby; and (b) the execution, the delivery and the due performance of any and all other certificates, agreements, and instruments that may be required to be executed, delivered, and performed by the Co-borrower in order to carry out, to give effect to and to consummate the transactions contemplated by this Loan Agreement.

(5) This Loan Agreement has been duly authorized by the Co-borrower and, as duly executed, attested, and delivered by the Authorized Officers of the Co-borrower, constitutes the legal, valid, and binding obligations of the Co-borrower.

(B) Full Disclosure. There is no detail that the Co-borrower has not disclosed to the State on the Borrower's application for the Loan or otherwise in writing that materially and adversely affects or (so far as the Co-borrower might reasonably foresee) that will materially and adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Co-borrower or the ability of the Co-borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.

(C) Pending Litigation. There are no proceedings pending or, to the knowledge of the Co-borrower, threatened against or affecting the Co-borrower, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined could materially adversely affect: (1) the properties, activities, prospects or condition (financial or otherwise) of the Co-borrower; (2) the ability of the Co-borrower to make all Loan Repayments; (3) the authorization, execution, attestation or delivery of this Loan Agreement; or (4) the Co-borrower's ability to otherwise observe and perform its duties, covenants, obligations; and agreements under this Loan Agreement, that have not been disclosed in writing to the State either in the Borrower's application for the Loan or otherwise in conjunction with this Project's review.

(D) Compliance with Existing Laws and Agreements. (1) The authorization, execution, attestation, and delivery of this Loan Agreement by the Co-borrower, (2) the observation and performance by the Co-borrower of its primary or contingent duties, covenants, obligations, and agreements hereunder, and (3) the consummation of the transactions provided for in this Loan Agreement will not (a) result in any breach of any of the terms, conditions, or provisions of or (b) constitute a default under any existing ordinance or resolution, contract, outstanding debt, lease, trust agreement, indenture, mortgage, deed, loan agreement, or other instrument to which the Co-borrower is a party or by which the Co-borrower, its Project, or any

of its property or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Co-borrower was established or any laws, ordinances injunctions, covenants, restrictions, judgments, decrees, rules, regulations, or existing orders of any court or governmental or administrative agency, authority, or person to which the Co-borrower, its properties, or operations is subject.

(E) No Defaults. No event has occurred, and no condition exists that, upon authorization, execution, attestation, and delivery of this Loan Agreement or receipt of any portion of the Loan, would constitute an Event of Default hereunder. As of the date of delivery of this Loan Agreement, the Co-borrower has not been and is not in default in the payment of principal of or interest on any of its bonds, notes, lease purchase agreements or other debt obligations. The Co-borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, this Project, or the Project's property may be bound, which violation would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Co-borrower or the ability of the Co-borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.

(F) Governmental Consent. The Co-borrower has obtained all permits and approvals required by any governmental body or officer for the making, observance. And performance by the Co-borrower of its duties, covenants, obligations. and agreements under this Loan Agreement and the potential financing or refinancing thereof; and the Co-borrower has complied with all applicable provisions of law requiring any notification, declaration, filing. or registration with any governmental body or officer in connection with the making, observance. and performance by the Co-borrower of its duties, covenants, obligations. and agreements under this Loan Agreement and the potential financing or refinancing thereof.

(G) Compliance with Law. The Co-borrower is in compliance with all laws, ordinances, governmental rules. and regulations to which it is subject, the failure to comply with which would materially adversely affect (1) the ability of the Co-borrower to conduct its activities or (2) the condition (financial of otherwise) of the Co-borrower.

#### SECTION 2.04 Particular Covenants of the Co-borrower.

(A) Full Faith and Credit Pledge. The Co-borrower irrevocably pledges its full faith and credit and covenants to exercise the direct assessment powers in accordance with the provisions of the Bond Act and the Regulations for the punctual payment of the principal of the Loan and all other amounts due under this Loan Agreement.

(B) Completion of the Project. The Co-borrower covenants and agrees to complete the Project in the event that the Borrower defaults in any of its obligations prior to the completion of the construction of the Project.

(C) Acceptance of Loan Agreement Conditions. The Co-borrower covenants

and agrees to assume all covenants, obligations, duties, and agreements of the Borrower in this Loan Agreement in the event that the Borrower defaults in any of its obligations under the Loan Agreement. By accepting the terms of the Loan Agreement conditions, the Co-borrower does not, in any way, waive any rights or remedies it may have against the Borrower in the Event of Default, as contained in this Loan Agreement or in any separate agreement between the Co-borrower and the Borrower.

(D) Delivery of Documents. Concurrently with the delivery of this Loan Agreement, the Co-borrower will cause to be delivered to the State each of the following items: (1) counterparts of this Loan Agreement properly executed and attested; (2) copies of the resolution or ordinance of the governing body of the Co-borrower authorizing the execution, attestation, and delivery of this Loan Agreement and naming the person authorized to execute this Loan Agreement for the Co-borrower, which shall serve as satisfactory written proof that the person signing this Loan Agreement on behalf of the Co-borrower is lawfully authorized to bind said Co-borrower to all of the obligations set forth in this Loan Agreement; and (3) such other certificates, documents, opinions, and information, if any, as the State may require in Exhibit E hereof.

(E) Notice of Material Adverse Change. The Co-borrower shall promptly notify the State of any material adverse change in its ability to make any Loan Repayments, if necessary, and otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.

(F) Continuing Representations. The representations of the Co-borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(G) Additional Covenants and Requirements. Additional covenants and requirements may be set forth at Exhibit E. Such covenants and requirements may include but need not be related to the maintenance, inspection, and operation of the Project. The Co-borrower further agrees to observe and comply with each such applicable covenant or requirement included within Exhibit E.

### ARTICLE III

#### LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

##### SECTION 3.01 The Loan; Loan Term.

(A) The State hereby agrees to loan and disburse to the Borrower in accordance with Section 3.02 and Exhibit B hereof, and the Borrower agrees to borrow and accept from the State, the Loan in principal amount not to exceed the amount of the loan commitment set forth on Exhibit A-2; provided, however, that the State shall be under no obligation to make the Loan if the Borrower does not deliver to the State such other documents and certificates as shall be

required under this Loan Agreement, and provided further, that the obligation of the State to make such Loan or to disburse any Loan proceeds under this Loan Agreement shall be subject to the provisions of Section 3.02 hereof and the availability of funding.

(B) The Borrower shall use the proceeds of the Loan strictly in accordance with Section 2.01(H) hereof.

(C) The payment obligations created in the Loan Agreement are each direct, general, irrevocable, and unconditional obligations of the Borrower payable from any source legally available to the Borrower.

### SECTION 3.02 Disbursement of Loan Proceeds.

(A) The State shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower. Before each and every disbursement of the proceeds of the Loan by the State to the Borrower, the Borrower shall submit to the State a requisition executed by an Authorized Officer of the Borrower accompanied by contractor's invoices for the work performed and a certification by the engineer responsible for overseeing the construction of the Project that said work was completed in accordance with approved plans and specifications and in accordance with the time schedule identified in Exhibit D herein.

(B) The State shall not be under any obligation to disburse any Loan proceeds to the Borrower under this Loan Agreement, unless:

- (1) a specific appropriation therefor has been made by the New Jersey State Legislature;
- (2) there shall be moneys available from time to time to fund the Loan, as determined solely by the State;
- (3) the Borrower shall have funds available to pay for the greater of (a) that portion of the total costs of the Project that is not eligible to be funded by the Loan, or (b) that portion of the total costs of the Project that exceeds the actual amounts of the loan commitments made by the State;
- (4) the Borrower shall have funds available or an agreement in place with the contractor to cover the difference between the contractor's invoicing and the actual disbursement by the State, and
- (5) no Event of Default, nor any event which with the passage of time of service of notice would constitute an Event of Default, shall have occurred or shall be continuing hereunder.

(C) If interim disbursements are made, the State shall withhold two percent (2%) of each disbursement until the whole Project has been completed to the satisfaction of the State.

### SECTION 3.03      Amounts Payable.

(A) The Loan shall be repaid in installments payable to the State semi-annually in accordance with the Loan repayment schedule set forth in Exhibit B, which is attached hereto and made a part hereof. The State reserves the right to unilaterally adjust the Loan repayment schedule if the timetable for Project completion and/or Borrower's requests for Loan disbursements vary significantly from those on which the Loan repayment schedule was based. Unilateral adjustments shall be limited to changes in the accrued interest amounts and payment due dates required by and appropriate to the revised timetable.

(B) The Loan shall be repaid over a term of twenty (20) years in installments as specified within the Loan repayment schedule, or in accordance with the most recent revision to Exhibit B issued to the Borrower by the State. The Loan shall bear interest at a rate of two percent (2%) per annum on the unpaid principal balance from the date of the initial Loan disbursement by the State to the Borrower until payment of the entire principal amount. Interest accrued against each interim drawdown, from the date of the first drawdown to a date three (3) months following the last project drawdown, must be paid to the Treasurer of the State of New Jersey three (3) months after the date of final drawdown.

(C) The Loan may be prepaid in whole at any time or in part on any payment date without penalty. Partial prepayments shall be applied to the last maturing payments due, shall be in one or more increments of the amount due on principal, and shall not extend or postpone the due date of any subsequent monthly installment or change the amounts of such installments. Failure to make any repayment within thirty (30) days of the scheduled repayment date shall cause the assessment of a late fee being due and payable to the State. The late fee shall be five percent (5%) of any payment due when such payment is thirty (30) days or more past due, ten percent (10%) of any payment when such payment is sixty (60) days or more past due, and fifteen percent (15%) of any payment when such payment is ninety (90) days or more past due. Failure to make any repayment within ninety (90) days of the scheduled repayment date shall constitute default of the Loan Agreement and all outstanding principal, interest, and penalty amounts shall become payable immediately to the State. For any defaulted Loan, interest charges equal to the Loan's interest rate, will begin to accrue from the date repayment was due on the amount of outstanding principal, interest, and penalty charges thereon.

SECTION 3.04      Unconditional Obligations. The obligation to make the Loan Repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations, and agreements on its part contained herein shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed, or otherwise modified in any manner or to any extent whatsoever, while any Loan Repayments remain unpaid, for any reason regardless of any contingency, act of God, event, or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure or consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, any change in the laws of the United States of America or of the State of New Jersey or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the State to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Loan Agreement or any rights or set-off,

recoupment, abatement, or counterclaim that the Borrower might otherwise have against the State or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver on any such rights.

SECTION 3.05      Loan Agreement to Survive Loan.    The Borrower and Co-borrower acknowledge that their duties, covenants, obligations, and agreements set forth in Sections 3.06(A) and (B) of this Loan Agreement shall survive the full repayment of the Loan.

SECTION 3.06      Disclaimer of Warranties and Indemnification.

(A) The Borrower acknowledges and agrees that:

(1) the State does not make any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto;

(2) the Borrower assumes all risk and responsibility for, and hereby agrees to indemnify, defend, and save harmless the State of New Jersey, its agents, servants, officers, or employees from and against any and all claims, demands, or lawsuits that may be made or judgement obtained by third parties against the State, its agents, servants, officers, or employees for damages of any kind or description arising from the Project on account of or resulting from the acts of omissions of the Borrower, its employees, agents, contractors, or subcontractors, including but not limited to: (a) any loss, damage or injury to, or death of, any person occurring at or about or resulting from any defect in the Project; (b) any damages or injury to the persons or property of the Borrower, its contractors, subcontractors, officers, agents, servants, or employees, or any other person who may be in the vicinity the Project caused by any act or negligence of any person (other than the State or its officers, agents, servants or employees); or (c) any costs, expenses, or damages incurred as a result of any lawsuit commenced because of action taken in good faith by the State in connection with the Project;

(3) the Borrower shall indemnify, protect, defend, and hold the State of New Jersey, and its agents, servants, officers, and employees (each an "Indemnified Party") harmless from and against any and all losses, damages, injuries, costs, or expenses and from and against any and all claims, demands, suits, actions, or other proceedings whatsoever, brought by any person or entity whatsoever (except by the Borrower) and arising or purportedly arising from or otherwise related to this Loan Agreement or the Project; and

(4) the Borrower shall include provisions in all contracts executed for the purpose of carrying out this Project a requirement that the contractors and subcontractors provide the State with indemnification protection at least as broad as that set forth in this Section.

(B) In connection with its obligation to provide the insurance required under Section 2.02(G) hereof, the Borrower shall include the State and its employees and officers as additional "named insured" on any certificate of liability insurance (or other similar document evidencing the liability insurance coverage) of any contractor or subcontractor for the Project. From the effective date of the Loan Agreement until the date the Borrower receives the written

certificate of Project completion from the State, the Borrower shall: (1) maintain said liability insurance covering the State and said employees and officers in good standing; and (2) provide the State with a copy of each of any such original, supplemental, amendatory, or reissued certificate of liability insurance (or other similar documents evidencing the liability insurance coverage) naming the State and said employees and officers.

#### SECTION 3.07 Project Administration.

(A) The Borrower hereby accepts primary responsibility for the administration and success of the Project, including any sub agreements made by the Borrower for accomplishing the Loan objectives.

(B) The Borrower shall submit all necessary materials and plans to the State within the time frame and in the manner prescribed in this Loan Agreement and the Regulations.

(C) The Borrower shall administer the Loan and shall award contracts and subcontracts for the Project free from bribery, graft, and other corrupt practices. The Borrower shall bear the primary responsibility for the prevention of, detection of, and cooperation with prosecution of any such conduct. The Borrower shall pursue available judicial and administrative remedies and shall take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices. The Borrower shall notify the State immediately after any such allegation or evidence comes to its attention and shall periodically advise the State of the status and ultimate disposition of any such matter.

(D) The Borrower, its contractors, and subcontractors shall comply with all State, federal, and local statutes, rules, and ordinances pertaining to the Project, specifically including, where applicable, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., and all applicable State contracting requirements. This clause shall be included in all contracts and subcontracts pertaining to the Project.

(E) In soliciting bids for any work to be done under this Loan Agreement, the Borrower shall require that Project elements constituting one hundred percent (100%) of all ineligible project costs be bid as separate line items within the total bid specifications for the Project. Bid specifications shall also require that each general contractor bidding on the Project name all principal subcontractors at the time of bid submission to the Borrower. Principal subcontractors shall be defined for the purpose of this Loan Agreement as any subcontractor who will perform work, the total value of which is three percent (3%) or more of the total amount bid by the general contractor.

(F) The Borrower agrees it will not enter into a contract for work on the Project with any person debarred, suspended, or disqualified from State contracting pursuant to N.J.A.C. 7:1D-2.1 et seq. The Borrower shall insert in every contract for work on the Project a clause stating that the contractor may be debarred, suspended, or disqualified from contracting with the State if the contractor commits any of the acts listed within N.J.A.C. 7:1D-2.2. The Borrower's bid specifications for work on the Project shall require all bidders to submit a sworn

statement from the bidder, or an officer or partner of the bidder, indicating whether or not the bidder is, at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders as a result of action by any State agency. Bid specifications for the Project shall also state that the Borrower shall immediately notify the State whenever it appears that a bidder is on the State Treasurer's list as a result of action by a State agency other than the New Jersey Department of Environmental Protection. The State reserves the right, in such circumstance, to immediately suspend such bidder from contracting, and to take such other action pursuant to N.J.A.C. 7:1D-2.1 et seq., as appropriate. Whenever a bidder is debarred, suspended, or disqualified from contracting pursuant to N.J.A.C. 7:1D-2.1 et seq., the Borrower may: take into account the loss of Project Loan funds under this Loan Agreement, which would result from awarding a contract to such bidder, in determining whether such bidder is the lowest responsible bidder pursuant to law; and advise prospective bidders that this procedure will be followed. Any person included on the Treasurer's list as a result of action by a State agency (other than the New Jersey Department of Environmental Protection) who is, or may become, a bidder on any contract which is or will be funded by a Loan from the State, may present information to the State why the debarment provisions of this Loan Agreement should not apply to such person. Pursuant to N.J.A.C. 7:1D-2.9, if the Department Commissioner determines the contract is essential to the public interest and files a finding thereof with the New Jersey Attorney General, the Department Commissioner may grant an exception from total exclusion with respect to the contract.

(G) The Borrower's contract shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d-1 to -4) and shall be in compliance with the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 to -4, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and the rules and regulations promulgated thereto. The Borrower's contractor shall incorporate, or cause to be incorporated, into all construction contracts with the State of New Jersey and any subcontract relating to the Project the following provisions:

During the performance of this Loan Agreement, the Borrower, its contractors, and/or its subcontractors agree as follows:

(1) The Borrower, its contractors, and/or its subcontractors, where applicable, shall not discriminate against or intimidate any employee or applicant for employment because of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Borrower, its contractors, and/or its subcontractors will ensure that equal employment opportunity is afforded to such applications in recruitment and employment, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Borrower, its contractors, and/or its subcontractors agree to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Borrower, its contractors, and/or its subcontractors, where applicable, shall, in all solicitations or advertisement for employees placed by or on behalf of the Borrower, its contractors, and/or its subcontractors, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex.

(3) The Borrower, its contractors, and/or its subcontractors, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or workers' representative of the Borrower's, its contractors', and/or its subcontractors' commitments and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Borrower, its contractors, and/or its subcontractors, where applicable, agree to comply with any regulations promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.

(5) The Borrower, its contractors, and/or its subcontractors, where applicable, agree to comply with the Diane B. Allen Equal Pay Act as follows:

Pursuant to N.J.S.A. 34:11-56.14(a), any Borrower, contractor, or subcontractor providing "qualifying services," as defined therein, to the State or any agency or instrumentality of the State shall provide the Commissioner of the New Jersey Department of Labor and Workforce Development information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category.

Pursuant to N.J.S.A. 34:11-56.14(b), any Borrower, contractor, or subcontractor performing "public work," as defined therein, for the State or any agency or instrumentality of the State shall provide the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to N.J.S.A. 34:11-56.25 et seq., information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract, throughout the duration of the contract, with an update to the information whenever payroll records are required to be submitted.

For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

(6) The Borrower, its contractors, and/or its subcontractors, where applicable, agree, to comply with the Public Works Contractor Registration Act as follows:

Pursuant to N.J.S.A. 34:11-56.48 et seq., the Borrower, contractor, or subcontractor must first be registered with the New Jersey Department of Labor and Workforce Development. The Borrower represents and warrants that neither it, nor any contractors or subcontractors it might employ to perform the work covered under this contract, have been suspended or debarred by the Commissioner of the New Jersey Department of Labor and Workforce Development, for violation of the provisions of the Public Works Contractor Registration Act. The Borrower further represents and warrants that both it and any contractors or subcontractors in might employ to perform the work covered under this Loan Agreement shall comply with the provisions of the Prevailing Wage Act, where required. Any questions regarding the registration process can be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

(7) The Borrower, its contractors, and/or its subcontractors warrant that it/they will comply with the provisions of N.J.S.A. 52:32-44 and N.J.A.C. 17:12-2.12 pertaining to Business Registration and N.J.S.A. 54:32B-1 et seq. pertaining to Certificates of Authority.

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Borrower and each contractor and/or subcontractor that is required by law to be named in a contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the New Jersey Department of Treasury.

Prior to the contract award or authorization, the Borrower shall provide the State with its proof of business registration and that of any named contractor(s) and/or subcontractor(s).

Contractors and/or subcontractors named in a bid or other proposal shall provide proof of business registration to the Borrower, who in turn, shall provide it to the State prior to the time this Loan Agreement is awarded or authorized.

During the course of performance:

1. The Borrower shall not enter into a contract or subcontract with a contractor or subcontractor unless the contractor or subcontractor first provides the Borrower with a valid proof of business registration;
2. The Borrower shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time during the course of performance; and
3. The Borrower and any contractor or subcontractor providing goods or performing services under the Loan Agreement, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the New Jersey Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the Loan Agreement, the Borrower shall submit to the State a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency (i.e., the State).

#### (8) Conflict of Interest Laws

The New Jersey Conflict of Interest Law, N.J.S.A. 52:13D-12 et seq., and Exec. Order No. 189 (1988) prohibit certain actions by persons or entities that provide goods or services to any State agency. Specifically:

1. No Borrower, contractor, or subcontractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the State of the Treasury or any other agency with which such Borrower, contractor, or subcontractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
2. The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any State officer or employee or special State officer or employee from any Borrower, contractor, or subcontractor shall be reported in writing forthwith by Borrower or subcontractor to the Attorney General and the Executive Commission on Ethical Standards.
3. No Borrower, contractor, or subcontractor may, directly or indirectly, undertake any private business, commercial, or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Borrower, contractor, or subcontractor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition, or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which it is employed or associated or in which it has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

4. No Borrower, contractor, or subcontractor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in its official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
5. No Borrower, contractor, or subcontractor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, its official position to secure unwarranted privileges or advantages for the Borrower, contractor, or subcontractor or any other person.
6. Pursuant to N.J.S.A. 52:34-19, it shall be a misdemeanor to pay any fee, commission, compensation, gift, or gratuity of any kind, directly or indirectly, to any person employed by the State having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the State or any agency or instrumentality thereof by or on behalf of any seller or supplier of such goods or services or other party to a contract with the State.
7. The provisions cited above in subparagraphs f(1) through f(6) shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with a Borrower, contractor, or subcontractor under the same terms and conditions as are offered or made available to members of the general public, subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

(9) Laws Prohibiting Solicitation

1. If applicable, the Borrower represents and warrants that: (1) no person or selling agency has been employed or retained to solicit or secure this Loan Agreement in violation of N.J.S.A. 52:34-15; and (2) it has neither made nor knows of any payments or gratuities made in violation of N.J.S.A. 52:34-19.
2. The Borrower shall report in writing to both the New Jersey Attorney General and the Executive Commission on Ethical Standards the solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.
3. The Borrower shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in its official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

#### (10) The Worker and Community Right to Know Act

The Borrower, contractor, or subcontractor shall comply with the provisions of N.J.S.A. 34:5A-1 et seq., if applicable, which require the labeling of all containers of hazardous substances.

#### (11) American Goods, Products, Materials, and Services

1. Pursuant to N.J.S.A. 40A:11-18, in contracts for county or municipal work or for work which the local unit will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, only manufactured and farm products of the United States, wherever available, shall be used in such work.
2. Pursuant to N.J.S.A. 52:32-1, all contracts for state work and for work for which the State pays any part of the cost shall use in such work, only manufactured and farm products of the United States, whenever available.
3. Pursuant to N.J.S.A. 52:32-45, any bid that calls for the use of wood or paper products derived from sustainably managed forests or procurement systems shall receive preference, whenever possible, where relevant.
4. Pursuant to N.J.S.A. 52:34-13.2, all services performed under a contract or performed under any contract, or subcontract shall be performed within the United States, unless otherwise not applicable pursuant to N.J.S.A. 52:34-13.2(b) or N.J.S.A. 52:34-25.

#### (12) Political Contributions Compliance

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts, including retention agreements, from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted P.L.2005, c.51 (codified at N.J.S.A.19:44A-20.13 to -20.25) (Chapter 51), on March 22, 2005, effective retroactive to October 15, 2004, superseding the terms of Exec. Order No. 134 (2004). In addition, Exec. Order No. 333, which superseded Exec. Order No. 117 (2008) and rescinded Exec. Order No. 134 (2004) and Exec. Order No. 7 (2010), was issued and made effective on June 15, 2003 (EO 333). Collectively, Chapter 51 and EO333 set forth limitations on the ability of executive branch agencies to contract with business entities that have made or solicited certain contributions.

Chapter 51 and EO 333 restrict business entities that agree to certain contracts or agreements with the State from making or soliciting certain contributions. Compliance with both Chapter 51 and EO 333 is a material term and condition of this Loan Agreement and shall be binding upon the parties thereto upon entry of all applicable contracts.

Thus, pursuant to the requirements of Chapter 51 and EO 333, it shall be a material breach of the terms of the Loan Agreement for the Borrower, contractor, or its subcontractors to solicit or make any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor during certain specified time periods.

The Borrower is required, on a continuing basis, to report any contributions and solicitations the Borrower makes during any Term of this Loan Agreement at the time any such contribution or solicitation is made. Failure to do so is a breach of this Loan Agreement.

If the Borrower receives contracts in excess of \$50,000 from a public entity during a calendar year, the Borrower is responsible to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L.2005, c.271, s.3). It is the Borrower's responsibility to determine if filing is necessary.

Additional information about this requirement is available online from ELEC.

#### (13) Additional Compliance Provisions

The Borrower represents and warrants that, if applicable:

1. It is and will remain in full compliance with N.J.S.A. 14A:13-1 et seq. and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations);
2. It is and will remain in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts).
3. It is and will remain in full compliance with N.J.S.A. 52:32-44(g) governing sales and use tax.

#### (14) Federal and State Documents Incorporated by Reference

The New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this Loan Agreement.

#### (15) **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE** **GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS** N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127), N.J.A.C. 17:27 et seq.

During the performance of this Loan Agreement, the Borrower agrees as follows:

1. The Borrower, contractor, or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender

identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Borrower will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

2. The Borrower, contractor, or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Borrower, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex.
3. The Borrower, contractor, or subcontractor will send to each labor union with which it has a collective bargaining agreement a notice, to be provided by the agency contracting officer, advising the labor union of the Borrower's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Borrower, contractor, or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.
5. The Borrower, contractor, or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
6. The Borrower, contractor, or subcontractor agrees: to inform in writing its appropriate recruitment agencies, including but not limited to employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex; and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The Borrower, contractor, or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.
8. In conforming with the targeted employment goals, the Borrower, contractor, or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, consistent

with the statutes and court decisions of the State of New Jersey and with applicable federal law and applicable federal court decisions.

9. The Borrower shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: a. Letter of Federal Affirmative Action Plan Approval; b. Certificate of Employee Information Report; or c. Employee Information Report Form AA302 (available on the State of New Jersey's website at [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).
10. The Borrower, contractor, and its subcontractors shall furnish such reports or other documents to the State as may be requested by the State from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the State for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

(H) No official or employee of the Borrower who is authorized in his or her official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with the Project shall have any financial or other personal interest in any such contract or subcontract.

(I) The Borrower shall certify the following to the State before the Borrower awards any contract on a bid: (1) All contracts for the Project will be awarded to the qualified, responsible, and responsive bidder who submits the lowest acceptable bid; and (2) The bid prices included in the bid specifications are reasonably balanced.

(J) The Borrower shall submit one (1) copy of the executed construction contract and subcontracts and associated documents to the State within ten (10) days of their execution.

(K) The Borrower and any contractors or sub-contractors in performing their responsibilities under this Loan Agreement shall comply with all local, State, and federal laws, rules, and regulations, applicable to this Loan Agreement and to the work to be done hereunder. Failure to comply will constitute a material breach of this Loan Agreement.

### SECTION 3.08 Primary and Assigned Responsibilities.

It is acknowledged and agreed to by all parties that the Borrower shall be primarily responsible for performing all covenants, obligations, duties, and agreements under this Agreement and that the Co-borrower shall be assigned responsibility in the Event of Default by the Borrower. The cost of payment of the principal and interest on any loan made to the owner of a private dam or to a private lake association, as a co-applicant with a local government unit, shall be assessed in the same manner as provided for the assessment of local improvements generally under Chapter 56 of Title 40 of the Revised Statutes, against the real estate benefited thereby in proportion to and not in excess of the benefits conferred, and such assessments shall bear interest and penalties from the same time and at the same rate as assessments for local improvements in the municipality where they are imposed, and from the date of confirmation shall be a first and paramount lien upon the real estate assessed to the same extent, and be enforced and collected in

the same manner as assessments for local improvements. The State shall make a good faith effort with the Borrower to remedy any Event of Default within the provisions of this Loan Agreement or the Regulations prior any assignment of this Loan Agreement to the Co-borrower.

#### ARTICLE IV ASSIGNMENT OF LOAN AGREEMENT

**SECTION 4.01**      Assignment and Transfer by the State.      The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the State deems to be necessary in connection with the Dam Restoration and Inland Water Loan Program of the State under the Bond Act.

**SECTION 4.02**      Assignment by Borrower.      This Loan Agreement may not be assigned by the Borrower for any reason, unless the following conditions shall be satisfied: (A) the State and the Co-borrower shall have approved said assignment in writing; and (B) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, obligations, and agreements under this Loan Agreement. Neither assignment nor assumption shall not release Borrower of its obligations hereunder unless such written release is given by the State and the Co-borrower, which release may be reasonably withheld.

#### ARTICLE V EVENTS OF DEFAULT AND REMEDIES

**SECTION 5.01**      Events of Default. Any one or more of the following events shall constitute an Event of Default by the Borrower:

(A)      If any representation or warranty made herein by the Borrower (or made in any report, certificate, financial statement, or other instrument furnished in connection with this Loan Agreement by the Borrower) shall prove to be false or misleading, and the Borrower has not cured the defect within fifteen (15) days of notice of the defect;

(B)      If payment of any installment of the principal or interest on the Loan is ninety (90) days or more overdue;

(C)      Failure of the Borrower to observe and perform any covenant, condition, or agreement hereunder on its part to be performed and continuance of such failure for a period of thirty (30) days after receipt by the Borrower of written notice by the State, specifying the nature of such failure and requesting that it be remedied, or, if by reason of the nature of such failure the same cannot be remedied within the said thirty (30) days, the Borrower fails to proceed with reasonable diligence after receipt of said notice to cure same. If, by nature of the covenant, condition, or agreement, the State is not immediately aware of the Borrower's failure to observe or perform same, the Borrower shall notify the State in writing within five (5) days of such failure. Failure to notify the State shall constitute an Event of Default;

(D)      A deviation of more than one hundred eighty (180) days from the

timetable for Project completion as outlined in Exhibit D, unless otherwise waived by the State due to conditions beyond the control of the Borrower;

(E) Borrower shall have: applied for or consented to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets; admitted in writing the inability to pay its debts as they mature; made a general assignment for the benefit of creditors; been adjudged as bankrupt or filed a petition or an answer seeking an arrangement with creditors or taken advantage of any insolvency law, or an answer admitting the material allegations of a petitioner in bankruptcy or insolvency proceeding; or any order, judgement, or decree shall have been entered, without the application, approval of or consent of the Borrower by any court of competent jurisdiction approving a petition seeking reorganization of the Borrower, or appointing a receiver, trustee, or liquidator of the Borrower or a substantial part of any of its assets, and such order, judgement, or decree shall continue unstayed and in effect for any period of forty-five (45) consecutive days; or filed a voluntary petition in bankruptcy, or failed to remove an involuntary petition in bankruptcy filed against it within forty-five (45) days of the filing thereof. In the event that any of the above-described actions occur, the Borrower shall notify the State in writing within five (5) days. Failure to so notify the State shall constitute an Event of Default.

**SECTION 5.02** Notice of Default. The Borrower shall give the State prompt telephonic and written (email) notice of the occurrence of any Event of Default referred to in Section 5.01(E) hereof, as well as of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

**SECTION 5.03** Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the State shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due hereunder or to enforce the performance and observance of any duty, covenant, obligation, or agreement of the Borrower or Co-borrower hereunder (including the assignment of the Borrower's duties and covenants, obligations, and agreements under this Loan Agreement to the Co-borrower).

In addition, if any Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the State shall, to the extent allowed by applicable law, have the right to declare all Loan Repayments and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower and Co-borrower the same shall become due and payable without further notice or demand.

**SECTION 5.04** Attorneys' Fees and Other Expenses. The Borrower shall on demand pay the State the reasonable fees and expenses of attorneys and other reasonable expenses (including without limitation the reasonably allocated costs of in-house counsel and legal staff) incurred by the State in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations, or agreements of the Borrower upon an Event of Default.

**SECTION 5.05**      **No Remedy Exclusive; Waiver; Notice.** No remedy herein conferred upon or reserved to the State is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy, or power accruing upon any Event of Default shall impair any such right, remedy, or power or shall be construed to be a waiver thereof, but any such right, remedy, or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the State to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

**SECTION 5.06**      **Retention of State's Rights.** Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the State shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Borrower or Co-borrower at law or in equity, as the State may, in its discretion, deem necessary to enforce the obligations of the Borrower or Co-borrower to the State pursuant to Section 5.03 hereof.

## ARTICLE VI

### ANNULMENT AND TERMINATION OF LOAN AGREEMENT; STOP WORK ORDERS

**SECTION 6.01**      **Annulment of Loan Agreement.** The State may annul this Loan Agreement if it determines that: (A) substantial performance of the Project work according to the Schedule for Project Completion (Exhibit D) has not occurred; (B) the Loan was obtained by fraud; or (C) the Borrower has committed corrupt practices in administering the Project.

The State shall give written notice to the Borrower (via certified mail, return receipt requested) of its intent to annul the loan at least ten (10) days prior to the intended date of annulment. Upon annulment of the loan, the Borrower shall return all Loan funds disbursed to it. The State shall make no further disbursements to the Borrower.

**SECTION 6.02**      **Termination of Loan Agreement.**

(A)      The State may terminate the Loan in whole or in part for good cause. Good cause shall include but is not limited to default by the Borrower or noncompliance with the terms and conditions of the Loan. The State shall give written notice to the Borrower (via certified mail, return receipt requested) of its intent to terminate the Loan in whole or in part at least ten (10) days prior to the proposed date of termination, which notice shall state the reasons for the proposed termination.

(B)      If the Borrower completely or partially terminates the Project for which the Loan has been awarded, the Borrower shall promptly give written notice to the State. The State may enter into a loan termination agreement or unilaterally terminate the Loan, effective as of the date that the Borrower terminated the work on the project. The State may also annul the Loan pursuant to Section 6.01 herein.

(C) The State and the Borrower may enter into a loan termination agreement at any time, on terms consistent with the requirements of this Loan Agreement. The loan termination agreement shall establish the effective date of termination of the Project and Loan, the basis for settlement of loan termination costs, and the amount and date of payment of any sums due from either party.

(D) Upon termination of the Loan, the Borrower shall refund or credit the State that portion of Loan funds paid to the Borrower and allocable to the terminated portion of the Project, except such portion thereof as may be required to meet legal obligations incurred prior to the effective date of termination of the Loan Agreement and as may be otherwise allowable as determined by the State.

(E) Upon receipt of written notice of the State's intent to terminate the Loan, the Borrower shall make no new financial commitments of Loan funds without State approval, and the Borrower shall reduce the amount of outstanding commitments of Loan funds insofar as possible and report to the State the uncommitted balance of Loan funds.

#### SECTION 6.03 Stop Work Orders.

(A) The State may order that work on a project be stopped for good cause. Good cause shall include but is not limited to default by the Borrower or noncompliance with the terms of this Loan Agreement or where the State determines it is advisable to suspend work on the Project or portion or phase of the Project for important program or State considerations. A stop work order shall contain: (1) the reasons for issuance of the stop work order; (2) a clear description of the work to be suspended; (3) instructions as to the issuance of further orders by the Borrower for materials or services; (4) instructions as to action to be taken by the Borrower on sub agreements; (5) other suggestions to the Borrower for minimizing costs; and (6) a notice of non-compliance in accordance with the Regulations, i.e. N.J.A.C. 7:24A-4.14.

(B) The State may, by written order to the Borrower (via hand delivery or certified mail, return receipt requested), require the Borrower to stop all or any part of the Project work for a period of not more than forty-five (45) days after the Borrower receives the order, and for any extension of such period to which the parties may agree.

(C) Upon receipt of a stop work order, the Borrower shall immediately comply with the terms thereof and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the stoppage period or within any extension of such period to which the parties agree, the State shall either: (1) rescind the stop work order, in full or in part; (2) terminate the work covered by such order; or (3) authorize resumption of work.

(D) If a stop work order is rescinded or the period of the order or any extension thereof expires, the Borrower shall promptly resume the previously suspended work. The State may, in its discretion, make an equitable adjustment to the Loan period, the Project, or both and either shall amend the Loan Agreement in accordance with the Regulations, i.e., N.J.A.C. 7:24A-4.3, or shall make other changes in accordance with N.J.A.C. 7:24A-4.4.

## ARTICLE VII

### MISCELLANEOUS

**SECTION 7.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower or Co-borrower at the addresses specified on Exhibit A-1 attached hereto and made a part hereof and to the State at the following address:

New Jersey Department of Environmental Protection  
Division of Resilience Engineering and Construction  
Dam Safety and Flood Engineering  
Bureau of Dam Safety  
Mail Code 501-01A  
P.O. Box 420  
Trenton, NJ 08625  
Attention: Manager

Either party may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing.

The third party shall be copied on any notices given from one party to another.

**SECTION 7.02 Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon the State, the Borrower, the Co-borrower and their respective successors and assigns.

**SECTION 7.03 Severability.** In the event that any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

**SECTION 7.04 Amendments, Supplements, and Modifications.** This Loan Agreement may not be amended, supplemented, or modified without the prior written consent of the State, the Borrower, and the Co-borrower.

**SECTION 7.05 Execution in Counterparts.** This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 7.06 Applicable Law and Regulations.** This Loan Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including the Bond Act and the Regulations, which regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

SECTION 7.07 Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the State of New Jersey.

SECTION 7.08 Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit, or describe the scope or intent of any provision or sections of this Loan Agreement.

SECTION 7.09 Further Assurances. The Borrower and Co-borrower shall, at the request of the State, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this Loan Agreement.

SECTION 7.10 Publicity and Signs.

(A) Any press release or other public dissemination of information by the Borrower concerning the Project shall acknowledge State loan support.

(B) A Project identification sign, at least eight feet long and four feet high, bearing the emblems of the State and the Department, shall be displayed in a prominent location at each publicly visible project site and facility. The sign shall identify the Project, State loan support, and other information as required by the State.

**EXHIBIT A-1****Description of Project**

- (1) Name and Address of Borrower:

**Mountain Creek Resort**  
200 Route 94  
Vernon, NJ 07462

Name and Address of Co-borrower:

**Township of Vernon**  
21 Church Street  
Vernon, NJ 07462

- (2) Description of Project:

**Rehabilitation of the Mountain Creek Lake Dam, NJDEP File No. 22-253**

Rehabilitate the Mountain Creek Lake Dam located in Vernon Township, Sussex County, New Jersey. Project includes the reconstruction of the primary spillway and installation of overtopping protection.

The completed dam must be in compliance with the New Jersey Dam Safety Standards, N.J.A.C. 7:20 as approved by the Department under Dam Safety Permit No. 1541.

**EXHIBIT A-2****Description of Loan**

- (1) Maximum Principal Amount of Loan Commitment:  
**Three Million Dollars (\$3,000,000.00)**
- (2) Loan Term: 20 years
- (3) Interest Rate: 2% per annum

**EXHIBIT B****Estimated Loan Drawdown and Loan Repayment Schedule**

**EXHIBIT B**

**PROJECT: *Mountain Creek Lake Dam***  
**DAM RESTORATION PROJECT**

**SAMPLE REPAYMENT SCHEDULE FOR INFORMATION ONLY**

**Per N.J.A.C. 7:24A and SECTION 3.03 of Loan Agreement:** Interest accrues at 2% per annum on unpaid principle and the first accrued interest payment shall be due 3 months from final drawdown date. Semi-Annual Loan repayments begin 6 months from that date. All loans MUST be repaid within 20 years of the 1st drawdown date

**LOAN AMOUNT:** \$ 3,000,000.00  
**RATE:** 2.00%  
**PMT PERIODS:** 36  
**CURRENT DATE:** 25-Jun-25

**Projected Loan Drawdown:**

| DRAWDOWN<br>DATE | AMORTIZATION<br>DATE | DISBURSEMENT<br>AMOUNT | ACCRUED<br>INTEREST |
|------------------|----------------------|------------------------|---------------------|
| 01-Sep-25        | 01-Sep-27            | \$ 600,000.00          | \$ 24,333.33        |
| 01-Jan-26        | 01-Sep-27            | \$ 600,000.00          | \$ 20,266.67        |
| 01-Jul-26        | 01-Sep-27            | \$ 600,000.00          | \$ 14,233.33        |
| 01-Jan-27        | 01-Sep-27            | \$ 600,000.00          | \$ 8,100.00         |
| 01-Jun-27        | 01-Sep-27            | \$ 600,000.00          | \$ 3,066.67         |
|                  |                      | <u>\$ 3,000,000.00</u> | <u>\$ 70,000.00</u> |

**Estimated Repayment Schedule:**

|                            |           |                     |                                  |
|----------------------------|-----------|---------------------|----------------------------------|
| <b>PRINCIPAL</b>           | <b>\$</b> | 3,000,000.00        |                                  |
| <b>ACCRUED INT</b>         | <b>\$</b> | 70,000.00           | Due 3 Months from Final Drawdown |
| <b>AMORTIZED INT</b>       | <b>\$</b> | 587,145.46          |                                  |
| <b>TOTAL TO BE REPAYED</b> | <b>\$</b> | <u>3,657,145.45</u> |                                  |

**SEMI ANNUAL LOAN REPAYMENT** **\$ 99,642.93**

**Mountain Creek Lake Dam****DAM RESTORATION PROJECT****Sample Repayment Schedule**

| <b>PMT #</b> | <b>DUE</b> | <b>INTEREST</b>      | <b>PRINCIPAL</b>       | <b>LOAN BALANCE</b> |
|--------------|------------|----------------------|------------------------|---------------------|
|              |            |                      |                        | 3,000,000.00        |
| 1            | 01-Mar-28  | 30,000.00            | 69,642.93              | 2,930,357.07        |
| 2            | 01-Sep-28  | 29,303.57            | 70,339.36              | 2,860,017.71        |
| 3            | 01-Mar-29  | 28,600.18            | 71,042.75              | 2,788,974.96        |
| 4            | 01-Sep-29  | 27,889.75            | 71,753.18              | 2,717,221.78        |
| 5            | 01-Mar-30  | 27,172.22            | 72,470.71              | 2,644,751.07        |
| 6            | 01-Sep-30  | 26,447.51            | 73,195.42              | 2,571,555.65        |
| 7            | 01-Mar-31  | 25,715.56            | 73,927.37              | 2,497,628.28        |
| 8            | 01-Sep-31  | 24,976.28            | 74,666.65              | 2,422,961.63        |
| 9            | 01-Mar-32  | 24,229.62            | 75,413.31              | 2,347,548.32        |
| 10           | 01-Sep-32  | 23,475.48            | 76,167.45              | 2,271,380.87        |
| 11           | 01-Mar-33  | 22,713.81            | 76,929.12              | 2,194,451.75        |
| 12           | 01-Sep-33  | 21,944.52            | 77,698.41              | 2,116,753.34        |
| 13           | 01-Mar-34  | 21,167.53            | 78,475.40              | 2,038,277.94        |
| 14           | 01-Sep-34  | 20,382.78            | 79,260.15              | 1,959,017.79        |
| 15           | 01-Mar-35  | 19,590.18            | 80,052.75              | 1,878,965.04        |
| 16           | 01-Sep-35  | 18,789.65            | 80,853.28              | 1,798,111.76        |
| 17           | 01-Mar-36  | 17,981.12            | 81,661.81              | 1,716,449.95        |
| 18           | 01-Sep-36  | 17,164.50            | 82,478.43              | 1,633,971.52        |
| 19           | 01-Mar-37  | 16,339.72            | 83,303.21              | 1,550,668.30        |
| 20           | 01-Sep-37  | 15,506.68            | 84,136.25              | 1,466,532.06        |
| 21           | 01-Mar-38  | 14,665.32            | 84,977.61              | 1,381,554.45        |
| 22           | 01-Sep-38  | 13,815.54            | 85,827.38              | 1,295,727.06        |
| 23           | 01-Mar-39  | 12,957.27            | 86,685.66              | 1,209,041.41        |
| 24           | 01-Sep-39  | 12,090.41            | 87,552.52              | 1,121,488.89        |
| 25           | 01-Mar-40  | 11,214.89            | 88,428.04              | 1,033,060.85        |
| 26           | 01-Sep-40  | 10,330.61            | 89,312.32              | 943,748.53          |
| 27           | 01-Mar-41  | 9,437.49             | 90,205.44              | 853,543.08          |
| 28           | 01-Sep-41  | 8,535.43             | 91,107.50              | 762,435.59          |
| 29           | 01-Mar-42  | 7,624.36             | 92,018.57              | 670,417.01          |
| 30           | 01-Sep-42  | 6,704.17             | 92,938.76              | 577,478.25          |
| 31           | 01-Mar-43  | 5,774.78             | 93,868.15              | 483,610.11          |
| 32           | 01-Sep-43  | 4,836.10             | 94,806.83              | 388,803.28          |
| 33           | 01-Mar-44  | 3,888.03             | 95,754.90              | 293,048.38          |
| 34           | 01-Sep-44  | 2,930.48             | 96,712.45              | 196,335.94          |
| 35           | 01-Mar-45  | 1,963.36             | 97,679.57              | 98,656.37           |
| 36           | 01-Sep-45  | 986.56               | 98,656.37              | (0.00)              |
|              |            | <u>\$ 587,145.46</u> | <u>\$ 3,000,000.00</u> |                     |

**Final schedule will be issued upon completion of the project and final retainage payment. Repayments and dates will be based on actual disbursements**

## **EXHIBIT C**

### **Project Budget**

The Loan funds (**Three Million Dollars (\$3,000,000.00)**) may be utilized to cover eligible costs included in the project construction budget and any additional eligible costs for project management and construction oversight.

Project costs include:

- Engineering investigations, design, preparation of construction plans and specifications, and permitting.
- Construction of dam rehabilitation.
- Engineering construction inspection including preparation of record drawings.

## **EXHIBIT D**

### **Project Schedule**

The Borrower shall obtain the services of a New Jersey licensed professional engineer experienced in the design and construction of dams to prepare all documentation and to obtain all permits necessary for the rehabilitation of the dam.

The Borrower shall prepare and submit all necessary permit applications for the Project within three (3) months from the effective date of this loan agreement. The effective date is the date upon which the final Department signature is obtained on this Loan Agreement. The permit application shall include all information as required by the New Jersey Dam Safety Standards, namely N.J.A.C. 7:20-1.7.

If any deficiencies are identified by the Department during its review of the permit applications, the Borrower shall assure that such deficiencies are corrected within one (1) month of the date of the Department's written directive to correct said deficiencies.

The Borrower shall commence construction within three (3) months from the date of the permit issued by the Department for the repair of the dam. Construction of the Project shall be completed within one (1) year from the date of the start of construction.

The required completion report and as-built drawings must be submitted within two (2) months from the completion of construction.

## **EXHIBIT E**

### **Additional Covenants and Requirements**

1. The Borrower covenants and agrees that it will expeditiously initiate and timely complete the Project work for which this Loan is being awarded and in accordance with the Plans and Specifications approved by the State. Said plans and specifications are to be attached hereto as part of Exhibit A-1 and made a part of this Loan Agreement. These Plans and Specifications demonstrate a complete Project designed in accordance with the New Jersey Dam Safety Standards, N.J.A.C. 7:20-1.1 et seq., which can be utilized in accordance with the objectives set forth in the Project Description (Exhibit A-1).
2. The Project must be constructed in accordance with the Safe Dam Act, N.J.S.A. 58:4-1 et seq., and the New Jersey Dam Safety Standards, N.J.A.C. 7:20-1.1 et seq.
3. The Borrower agrees to adhere to the Project schedule as presented in Exhibit D. The Project shall be completed within two (2) years from the date of the execution of this Loan Agreement by the State. However, the State, in its sole discretion may extend the completion time frame for additional periods as may be necessary. Such extensions, if any, shall be made in writing by the State.
4. The Borrower agrees to prepare an Operation and Maintenance Manual and an Emergency Action Plan for the dam as required by the New Jersey Dam Safety Standards, namely N.J.A.C. 7:20-1.11. These documents shall be submitted to the Dam Safety Section as part of the Borrower's required permit application.
5. It is understood that the award of this Loan does not commit or obligate the State to modify the Loan amount to cover costs of overruns beyond the Loan amount. Cost overruns for the Project or any portion thereof are solely the responsibility of the Borrower. Failure to complete a Project due to insufficient funds will constitute an Event of Default and shall be remedied in accordance with Section 5.03 of this Loan Agreement.

**EXHIBIT F****Borrower and Co-Borrower Resolutions**

**LOAN AGREEMENT  
BETWEEN**

**Mountain Creek Resort**

**AND**

**THE STATE OF NEW JERSEY**

**BY AND FOR**

**THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**BORROWER'S RESOLUTION**

The governing body of the **Mountain Creek Resort** desires to further the public interest by obtaining a Loan from the State of New Jersey in the amount of **Three Million Dollars (\$3,000,000.00)** to fund the rehabilitation of the Mountain Creek Dam.

Therefore, the governing body resolves that \_\_\_\_\_ or the  
(print name)  
successor to the office of \_\_\_\_\_ is authorized (a) to execute a  
(print title of authorized official)  
Loan Agreement with the State for a Loan in an amount not more than **Three Million Dollars (\$3,000,000.00)**, and (b) to execute any amendments thereto.

The Board of Directors of the **Mountain Creek Resort** authorizes and hereby agrees to complete the dam restoration project and to reimburse the State in accordance with the terms and conditions of the Loan Agreement.

The **Mountain Creek Resort** agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the Loan Agreement.

Introduced and passed \_\_\_\_\_, 20\_\_\_\_\_.

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_

RESOLUTION APPROVED:

\_\_\_\_\_  
(signature of official necessary to validate resolution, if any)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

**CERTIFICATION**

I, \_\_\_\_\_, Secretary of **Mountain Creek Resort** Board of Directors, certify that this resolution was duly adopted by the **Mountain Creek Resort** Board of Directors at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature\*.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
(signature of another official of Borrower)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

\* This date must be no more than sixty (60) days prior to the Borrower's execution of the Loan Agreement. If the original certification expires prior to the Borrower's execution, Borrower must submit a currently certified copy of this resolution when it returns the executed agreement to the State.

Place seal here.

APPROVED AS TO FORM:

\_\_\_\_\_  
(signature of Borrower's attorney)

\_\_\_\_\_  
(print name)

Date: \_\_\_\_\_

**LOAN AGREEMENT  
BETWEEN  
  
Mountain Creek Resort  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**CO-BORROWER'S RESOLUTION**

The governing body of the Township of Vernon desires to further the public interest by co-signing for a Loan from the State of New Jersey to the **Mountain Creek Resort** in the amount of Three Million Dollars (\$3,000,000.00) to fund the rehabilitation of the Mountain Creek Dam.

Therefore, the governing body resolves that \_\_\_\_\_ or the  
(print name)  
successor to the office of \_\_\_\_\_ is authorized (a) to execute a  
(print title of authorized official)  
Loan Agreement as the Co-borrower with the State for a Loan in an amount not more than Three Million Dollars (\$3,000,000.00) to be made to the **Mountain Creek Resort** and (b) to execute any amendments thereto.

The Township of Vernon Council authorizes and hereby agrees to complete the dam restoration project and to reimburse the State in accordance with the terms and conditions of the Loan Agreement in the event of a default on the part of the **Mountain Creek Resort**.

The Township of Vernon agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the Loan Agreement.

Introduced and passed \_\_\_\_\_, 20\_\_\_\_\_.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

**RESOLUTION APPROVED:**

\_\_\_\_\_  
(signature of official necessary to validate resolution, if any)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

**CERTIFICATION**

I, \_\_\_\_\_, Clerk of the, Township of Vernon

(print name)

certify that this resolution was duly adopted by the Township of Vernon Council at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature\*.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
(signature of another official of Co-Borrower)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

\* This date must be no more than sixty (60) days prior to the Co-Borrower's execution of the Loan Agreement. If the original certification expires prior to the Co-Borrower's execution, Co-Borrower must submit a currently certified copy of this resolution when it returns the executed Loan Agreement to the State.

Place seal here.

APPROVED AS TO FORM:

\_\_\_\_\_  
(signature of Co-Borrower's attorney)

\_\_\_\_\_  
(print name)

Date: \_\_\_\_\_

# STATE, BORROWER, AND CO-BORROWER APPROVAL SIGNATURES

For the Borrower: \*

\_\_\_\_\_  
signature

\_\_\_\_\_, Attorney for Borrower  
print name

Date: \_\_\_\_\_

For the Co-borrower:

## APPROVAL OF THE LENDING AGENCY

### RESILIENCE ENGINEERING AND CONSTRUCTION

\_\_\_\_\_  
(signature)

\_\_\_\_\_, Attorney for Co-borrower  
(print name)

Date: \_\_\_\_\_

By: \_\_\_\_\_



(signature)

Dennis Reinknecht

(print name)

Director

(print title)

Date: 7/1/25

\* Approval of this Loan Agreement by an Attorney for the Borrower and/or the Co-borrower is optional.

**EXECUTION SIGNATURES**

By the signatures below, the Borrower, the Co-borrower, and the State execute this Loan Agreement and acknowledge that they are mutually bound by all provisions contained in its General Terms and Conditions and in each attachment selected as “Exhibit” in the Attachments.

**Signed:**

**Mountain Creek Resort**

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

Date: \_\_\_\_\_

**Signed:**

**Township of Vernon**

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

Date: \_\_\_\_\_

**Countersigned:**

**THE STATE OF NEW JERSEY**  
**BY: THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title; Commissioner or authorized delegate)

Date: \_\_\_\_\_



**State of New Jersey**

PHILIP D. MURPHY  
Governor

TAHESHA L. WAY  
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Watershed & Land Management  
Office of the Assistant Commissioner  
501 E. State Street  
Mail Code 501-01A  
P.O. Box 420  
Trenton, New Jersey 08625-0420

SHAWN M. LATOURETTE  
Commissioner

June 30<sup>th</sup>, 2025

Kat Polizos  
Mountain Creek Resort  
200 Route 94  
Vernon, NJ 07462

Re: Mountain Creek Lake Dam Rehabilitation  
NJDEP File No. 22-253  
Dam Restoration and Inland Water Loan Program

Dear Ms. Polizos,

Attached is the project loan agreement for the Dam Restoration and Inland Water Loan for the Mountain Creek Lake Dam rehabilitation. Please review the document and, if acceptable, return a signed copy from the authorized representative and the local government official, along with the required borrower and co-borrower resolutions (Exhibit G).

Mountain Creek Resort is responsible for providing the loan agreement to the local government unit for their review and action.

Additionally, if you prefer electronic drawdowns via ACH, complete the attached Electronic Payment Authorization Form. Otherwise, funds will be disbursed via check.

Please return all documents, including the signed loan agreement, resolutions, and ACH form if applicable, within 45 days of this letter. For inquiries, contact Cassandra Marrazzo at 609-940-5224 or [Cassandra.Marrazzo@dep.nj.gov](mailto:Cassandra.Marrazzo@dep.nj.gov), or reach out to me directly.

Thank you for your attention to this matter.

Sincerely,

*Kristi Tallone*

Kristi Tallone, Assistant Director  
Watershed and Land Management

Enclosures: REC26-015 Mountain Creek Lake Dam Loan Agreement  
Electronic Payment Authorization Form

cc: Clint Oman, P.E., Manager 4 Environmental Protection  
Cassandra Marrazzo, Administrative Analyst 2

## **TOWNSHIP OF VERNON**

### **RESOLUTION #25-209**

#### **AUTHORIZATION TO ENDORSE A TREATMENT WORKS APPROVAL APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR CONSTRUCTION OF AN ON-SITE WASTEWATER TREATMENT AND DISPOSAL SYSTEM ALTERATION AT VILLAGE WAY LOCATED AT BLOCK 451 LOT 12**

**WHEREAS**, the New Jersey Department of Environmental Protection (“NJDEP”) is responsible for administering the Treatment Works Approval (“TWA”) program, which establishes and implements minimum standards for building, installing, modifying, and operating treatment works; and

**WHEREAS**, N.J.A.C. 7:14A-22.2 and 22.3 requires the filing of a TWA permit application with the NJDEP for building or modifying a sewer connection or extension; and

**WHEREAS**, in accordance with N.J.S.A. 58:10A-1 et seq., a municipality must endorse such application for review by the NJDEP; and

**WHEREAS**, Hidden Village Condo Association is requesting approval to construct an On-site Wastewater Treatment and Disposal System alteration at System located at Block 451 Lot 12 per plans submitted by Houser Engineering, LLC, dated 06/12/2025.

**WHEREAS**, the Township Engineer has reviewed the plans submitted and recommends the Township Council endorse the submission per letter dated August 5, 2025.

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

1. The Township will endorse the submission of the TWA application for the aforesaid project.
2. The Township Mayor is hereby authorized to sign the TWA on behalf of the Township.
3. This Resolution shall be made a part of the application submitted to the NJDEP.
4. This Resolution shall take effect immediately upon adoption according to law.

#### **CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their regular meeting held on August 11, 2025 at 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> |
|-----------------|---------------|---------------|------------|-----------|----------------|---------------|
| Buccieri, N.    |               |               |            |           |                |               |
| DeBenedetto, J. |               |               |            |           |                |               |
| Higgins, W.     |               |               |            |           |                |               |
| Sparta, B.      |               |               |            |           |                |               |
| Rizzuto, P.     |               |               |            |           |                |               |



1141 Greenwood Lake Tpke  
Ringwood, New Jersey 07456  
www.housereng.com  
Tel: 973-728-2945  
Fax: 973-506-1524

July 15, 2025

via UPS

**VERNON TOWNSHIP MUNICIPAL CLERK**  
21 Church Street  
Vernon, NJ 07462

RECEIVED

JUL 16 2025

Township Clerk

Regarding: **TREATMENT WORKS APPROVAL (TWA)**  
**BUILDINGS: L & N**  
**1 & 4 VILLAGE WAY**  
**PRIOR BLOCK: 192.03, LOT: 1**  
**BLOCK: 451, LOT: 12**  
**VERNON TOWNSHIP, SUSSEX COUNTY, NEW JERSEY**  
**HOUSER PROJECT NO.: 2906.19**

To Whom This May Concern:

This letter serves to notify Vernon Township that Hidden Village Condo Association is applying to the New Jersey Department of Environmental Protection (NJDEP) for a *Treatment Works Approval* (TWA) for the construction of an On-site Wastewater Treatment and Disposal System alteration at the above-referenced property.

**The Townships endorsement of Section A-1 of NJDEP Form WQM-003 and resolution by the municipal government is required for the TWA application.** This form is enclosed with the lines requiring municipal endorsement identified. A copy of the *TWA-1* form and plans are also enclosed for reference. Upon endorsement, the TWA application package will be submitted to the NJDEP for review and approval.

Please do not hesitate to contact me at (973) 728-2945 or [jhouser@housereng.com](mailto:jhouser@housereng.com) with any questions regarding this matter.

Sincerely,

**HOUSER ENGINEERING, LLC**

Jeffrey R. Houser, P.E.  
Principal

cc: Hidden Village Condo Association



**State of New Jersey**  
**Department of Environmental Protection**  
**Division of Water Quality**



## Statements of Consent for TWA applications

*Refer to the attached instructions and provide ALL applicable information. Please attach additional sheets if necessary.*

### 1. GENERAL INFORMATION

Applicant/Owner/Operator: Hidden Village Condo Association  
 Name of Facility/Site/Project: Hidden Village Condo Association  
 Street Address/Location: Village Way  
 City or Town: Vernon State: NJ Zip Code: 07462

### 2. CERTIFICATION CHECKLIST (I.E. CERTIFICATIONS SUBMITTED WITH THIS FORM)

*Note: Refer to this form's instructions for certification applicability.*

**Certification A: Governing Body (i.e. municipality where project is located)**

- a. Certification(s) Submitted with this Form? ☒ Yes ☐ No
- b. Number of Certifications Submitted with this Form? 1  
*(Note: More than one certification is required when multiple governing bodies are impacted by the project.)*

**Certification B: Sewerage Authority**

- a. Certification Submitted with this Form? ☐ Yes ☐ No

**Certification C: Wastewater Conveyance System Owner**

- a. Certification(s) Submitted with this Form? ☐ Yes ☐ No
- b. Number of Certifications Submitted with this Form? \_\_\_\_\_  
*(Note: More than one certification is required when multiple wastewater conveyance system owners are impacted by the project.)*

**Certification D: Wastewater Treatment Facility Owner**

- a. Certification Submitted with this Form? ☐ Yes ☐ No

**Certification E: District Sludge Management Lead Planning Agency**

- a. Certification Submitted with this Form? ☐ Yes ☐ No

**A. CERTIFICATION BY THE GOVERNING BODY (I.E. MUNICIPALITY WHERE PROJECT IS LOCATED)**

*Note: This certification is required for all TWA applications.*

Name of Facility/Site/Project: Hidden Village Condo Village Way

**Certifying Statement:**

"As an authorized representative of the below identified governing body, I hereby certify that the municipality consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of all municipal ordinances."

**Vernon Townhsip**

Name of Municipality or Municipal Authority

Signature of Authorized Representative \*

Date

Print or Type Name

Print or Type Position

Email

Telephone

\* Authorization to sign for the agency:

Resolution #

Date

*(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)*



**State of New Jersey**  
**Department of Environmental Protection**  
**Division of Water Quality**



**Clear Form**

## Treatment Works Approval (TWA) Permit Application Form

*Refer to the attached instructions and provide ALL applicable information.  
Please Print or Type and attach additional sheets if necessary.*

### 1. TYPE OF TWA

**A) Please select the type of TWA permit action requested by this application:**

☐ Stage II & III (Construct and Operate)

☐ Action on Existing TWA:

☐ Stage II (Construction Only)

Permit #: \_\_\_\_\_

☐ Stage III (Operate Only)

Action Type: ☐ Modification

☐ N.J.A.C. 7:9A Septic System (i.e. Chapter 199)

☐ Reactivation

*(If this option is selected, Section B is not needed. Proceed to Section C below.)*

**B) Please select the type of treatment works associated with this application (check all that apply):**

☐ Wastewater Treatment System

☐ Collection / Conveyance Systems (e.g. Gravity)

☐ Pump Station / Force Main

☐ General Industrial Treatment Works

☐ Holding Tank

☐ Hauling / Diversion

☒ Onsite Subsurface Sewage Disposal System for a NJPDES Regulated Facility

**C) For N.J.A.C. 7:9A TWA permit actions only (excluding modification), select one of the below TWA types:**

☐ Deviation from Standard

☐ Design Flow

☐ Grinder Pump

### 2. APPLICANT/OWNER \*

Applicant/Owner Name: Hidden Village Condo Association

Mailing Address: P.O. Box 364

City or Town: Hamburg State: NJ Zip Code: 07419

Responsible Official: Denise Merck Title: \_\_\_\_\_

Telephone: (973) 823-0593 Email: Denise@allurepropertiesgroup.com

Organization Type: ☐ City/Town ☐ County/Municipal ☐ Authority/District/Commission ☐ Utility

☐ State ☐ Federal ☐ Corporation ☐ LLC ☐ LP ☐ Other Private

☒ Other: \_\_\_\_\_

*\* The applicant/owner is the eventual owner of the proposed treatment works and must complete Section 11, unless authority is given to the applicant's agent in Section 8.*

**3. LOCATION OF ACTIVITY**

Name of Facility/Site: Hidden Village Condo Association  
 Street Address/Location: 1 & 4 Village Way  
 City or Town: Vernon State: NJ Zip Code: 07462  
 Municipality: Vernon Township County: Sussex Block(s): 451 Lot(s): 12  
 Mailing Address (if different than facility street address): Allure Properties P.O Box 364  
 City or Town: Hamburg State: NJ Zip Code: 07419

**4. NEW JERSEY LICENSED PROFESSIONAL ENGINEER**

Name: Jeffrey R. Houser N.J. License No: 24GE04747700  
 Name of Firm if employee: Houser Engineering, LLC  
 Mailing Address: 1141 Greenwood Lake Tpke  
 City or Town: Ringwood State: NJ Zip Code: 07456  
 Telephone: (973) 728-2945 Email: jhouser@housereng.com

**5. ESTIMATED CONSTRUCTION COST AND APPLICATION FEE**

- A) Cost of treatment works proposed in this application: \$ 142,580.00  
*\* Attach a breakdown of the cost of all items related to the construction of the proposed treatment works.*  
 B) Application Fee: \$ 2,509.41  
*\* In accordance with N.J.A.C. 7:14A-22.25(d), made payable to Treasurer, State of NJ, Environmental Services Fund.*

**6. PROJECT DESCRIPTION (Brief Description of Proposed Treatment Works and Intended Use)**

Proposed on-site wastewater treatment and disposal system alteration is to service two existing buildings

Building L has been designed to treat and dispose of 1200 GPD with a 1500 Gallon trash trap, H-1200 Hoot Tank, and gravity distributed bed

Building N has been designed to treat and dispose of 1200 GPD with a 1500 Gallon trash trap, H-1200 Hoot Tank, pump tank, and gravity distributed bed

## 7. OTHER ASSOCIATED PERMITS OR APPROVALS

A) If any of the following applications have been submitted for this project, provide the applicable information:

| Type                                           | Application Status<br>(check one) |                                     | Application Date | Number<br>(if available) |
|------------------------------------------------|-----------------------------------|-------------------------------------|------------------|--------------------------|
|                                                | Pending                           | Approved*                           |                  |                          |
| • Treatment Works Approval                     | <input type="checkbox"/>          | <input checked="" type="checkbox"/> |                  | 15-0452                  |
| • Exemption From Sewer Ban                     | <input type="checkbox"/>          | <input type="checkbox"/>            |                  |                          |
| • Water Quality Management Plan Amendment      | <input type="checkbox"/>          | <input type="checkbox"/>            |                  |                          |
| • CAFRA                                        | <input type="checkbox"/>          | <input type="checkbox"/>            |                  |                          |
| • Stream Encroachment                          | <input type="checkbox"/>          | <input type="checkbox"/>            |                  |                          |
| • Freshwater Wetlands                          | <input type="checkbox"/>          | <input type="checkbox"/>            |                  |                          |
| • Tidal or Coastal Wetlands                    | <input type="checkbox"/>          | <input type="checkbox"/>            |                  |                          |
| • Waterfront Development                       | <input type="checkbox"/>          | <input type="checkbox"/>            |                  |                          |
| • NJPDES Permits                               | <input type="checkbox"/>          | <input checked="" type="checkbox"/> |                  | NJG0169153               |
| • Pinelands Approval or Certificate of Filing  |                                   | <input type="checkbox"/>            |                  |                          |
| • Highlands Preservation Area Approval         |                                   | <input checked="" type="checkbox"/> | 5/29/2025        |                          |
| • Delaware & Raritan Canal Commission Approval |                                   | <input type="checkbox"/>            |                  |                          |
| • Hackensack/Meadowlands Commission            | <input type="checkbox"/>          | <input type="checkbox"/>            |                  |                          |
| • Other Related Approvals                      | <input type="checkbox"/>          | <input type="checkbox"/>            |                  |                          |

\* If application is approved or a certificate of filing has been filed, check the box below. For any approval or certificate of filing, provide a copy of the approval or certificate of filing with this application.

B) Is this project associated with funding from the New Jersey Infrastructure/Water Bank?

☐ Yes ☒ No

If responded 'Yes' to the question above...

i) Provide the H2Loans Project Number: \_\_\_\_\_

ii) Identify the status of NJDEP's review of resiliency requirements:

☐ Under NJDEP Review ☐ NJDEP Waiver Issued ☐ NJDEP Approval

**8. APPLICANT'S AGENT (Optional)**

The person listed below is authorized to act as agent/representative in all matters pertaining to this application.

Name: Jeffrey R. Houser, P.E. Position: Principal

Organization Name: Houser Engineering, LLC

Mailing Address: 1141 Greenwood Lake Tpke

City or Town: Ringwood State: NJ Zip Code: 07456

Telephone: (973) 728-2945 Email: jhouser@housereng.com

Signature of Agent: [Signature] Date: 7/7/25 Signature of Applicant/Owner: [Signature] Date: 7/7/25

**9. PROPERTY OWNER'S CERTIFICATION**

"I hereby certify that I own the property identified in this application. As owner, I grant permission for the activity to be permitted under this application and authorize the Department of Environmental Protection to conduct on-site inspections, if necessary. If the construction activity will take place in an easement, I certify that with this application, I presently have or will obtain permission of the property owner(s) prior to initiation of construction of this proposed treatment works."

Signature of Property Owner: [Signature] Date: 7/7/25  
 Print or Type Name: Nicole L. Houser Print or Type Position: Manager  
 Email: nicole@allurepropertiesgroup.com Telephone: 973-823-0593

**10. STATEMENT OF PREPARER OF PLANS, SPECIFICATIONS AND ENGINEER'S REPORT AND/OR ABSTRACT**

"I hereby certify that the engineering plans, specifications, and engineer's report and/or abstract applicable to this project comply with the current rules and regulations of the Department of Environmental Protection with the exceptions as noted."

Signature of Engineer: [Signature] Date: 7/15/25  
 Print or Type Name: Jeffrey R. Houser  
 Print or Type Position: Principal  
 Telephone: (973) 728-2945  
 Email: jhouser@housereng.com

PROFESSIONAL ENGINEER'S EMBOSSED SEAL.

# 11. CERTIFICATION BY APPLICANT/OWNER

## Proper Construction and Operation Clause

"I, the Applicant/Owner, agree that the treatment works will be, or has been, properly constructed and will be operated in accordance with the engineering plans, specifications and conditions under which the approval is granted by the Department of Environmental Protection."

## Application Certification Statement

"I certify, under penalty of law, that the information provided in this application and the attachments is true, accurate, and complete. I am aware that there are significant civil and criminal penalties for submitting false, inaccurate, or incomplete information, including fines and/or imprisonment."

Signature of Applicant/Owner

Date

Print or Type Name

Print or Type Position

Email

Telephone

[illegible]

## BUILDING 'L' DESIGN CRITERIA

[illegible]

## DIL LOGS

[illegible]

TO DRAIN TANK AS REQUIRED

PROPOSED 1,500 GALLON DRAIN  
TANK W/DUPLEX PUMPS (TYP.)

PROPOSED H-1200 HOIST AEROBIC  
ADVANCED TREATMENT UNIT (TYP.)

PROPOSED 1,500 GALLON SEPTIC TANK

PROPOSED HOIST GLOVE &  
CONTROL PANEL (LOCATION TO  
BE CONFIRMED W/PROPERTY  
OWNER PRIOR TO INSTALLATION)

PROPOSED 3/4" SCH 40S GALV. GRIFF  
TRANSPORT PIPE @22.5 MIN. SLOPE MAY  
BE CONNECTED TO EXISTING PIPE WHERE  
FOUND IN SATISFACTORY CONDITION AND  
W/OUT FURTHER FLUSHING

PROPOSED 4" INSULATED PVC SLEEVE  
UNDER PORTION OF DRIVEWAY (TYP.)

APPROXIMATE EXISTING SEPTIC TANK TO  
BE LOCATED AND REINFORCED/REPAIRED  
AS PER CURRENT FUNCTION (TYP.)

ORIGINATE LOCATION OF SUB-CUT  
PAVEMENT REPAIR STRIP (TYP.)

EXISTING 1,400 L.F. (27'x10'x6")  
CONCRETE BED (REPAIRED 7/9)  
FILL UNDERLAYER (21'x10'x6")  
1,000 L.F. TOTAL AREA

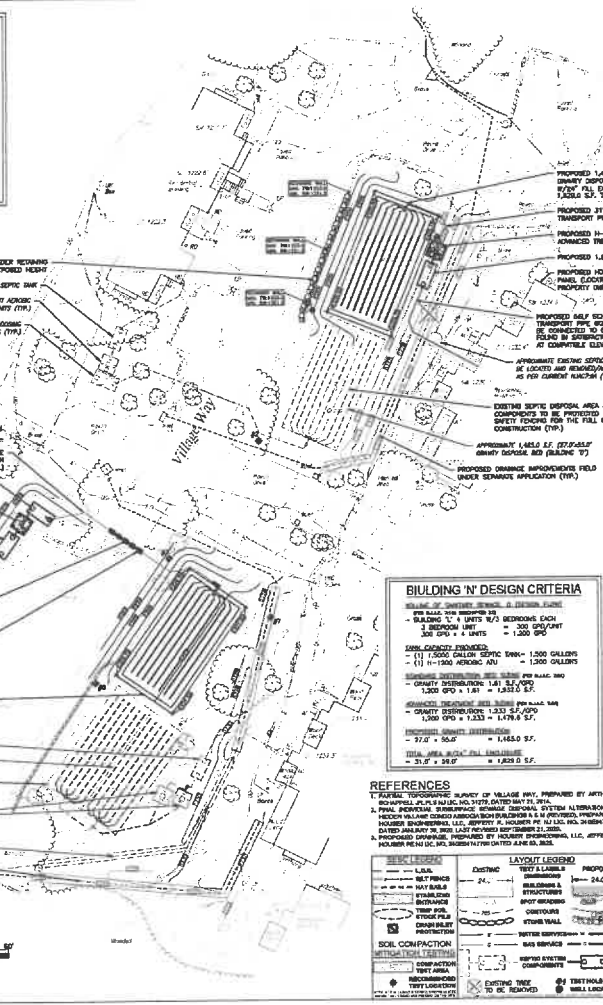
REMOVE 1,200 GALLON SEPTIC TANK

WASTE TREATMENT & DISPOSAL  
WASTE DISPOSAL AND BUILDING WASTE  
WASTE DISPOSAL AREA & SYSTEMS TO BE PROTECTED & MAINTAINED FOR THE FULL COURSE OF CONSTRUCTION (TYP.)  
WASTE TREATMENT & DISPOSAL  
WASTE TREATMENT & DISPOSAL  
WASTE TREATMENT & DISPOSAL  
WASTE TREATMENT & DISPOSAL

**GRAPHIC SCALE**

0 10' 20'

1"=20'



## BUILDING 'N' DESIGN CRITERIA

WASTE OF UNIVERSITY HEALTH & DESIGN FUND

900 BALS. 2ND BEDROOM 1800

- BUILDING "L" 4 UNITS 2/3 BEDROOMS EACH  
3 BEDROOM UNIT = 300 CPO/UNIT  
300 CPO x 4 UNITS = 1,200 CPO

SEWER CATCHER PROVIDED:

- (1) 15,000 GALLON SEPTIC TANK = 15,000 GALLONS  
- (1) 11-1200 AEROBIC AU = 1,200 GALLONS

SEWER DISTRIBUTION LINE 12" S.D. 900 BALS. 2ND

- CAPACITY DISTRIBUTION: 1.81 S.F./CPO  
1,200 CPO x 1.81 = 1,832.0 S.F.

SEWER COLLECTION LINE 12" S.D. 900 BALS. 2ND

- CAPACITY DISTRIBUTION: 1.233 S.F./CPO  
1,200 CPO x 1.233 = 1,479.6 S.F.

INDIVIDUAL SEWER DISTRIBUTION

- 27.0" x 50.0' = 1,665.0 S.F.

TOTAL AREA W/OUT CATCHER LINE INCREASE

- 31.0" x 50.0' = 1,825.0 S.F.

## REFERENCES

1. PARTIAL TOPOGRAPHIC SURVEY OF VILLAGE RAY, PREPARED BY ARTHUR J. BOGGSPELL, J.P.L.S. & N.J. LIC. NO. 347278, DATED MAY 21, 2014.
2. FINAL INTERIOR SURVEY/RENAME DISPOSAL SYSTEM ALTERATION FOR THE HEDDEN WILSON CONCRETE ASSOCIATION BUILDING & S.M. (PREFERRED), PREPARED BY HEDDEN WILSON CONCRETE ASSOCIATION, L.L.C., JEFFERY R. HEDDEN P.E. N.J. LIC. NO. 34694747700, DATED JANUARY 30, 2015. LAST REVISED SEPTEMBER 21, 2016.
3. PROPOSED DRAINAGE, PREPARED BY HEDDEN WILSON CONCRETE ASSOCIATION, L.L.C., JEFFERY R. HEDDEN P.E. N.J. LIC. NO. 34694747700, DATED JANUARY 30, 2015. LAST REVISED SEPTEMBER 21, 2016.

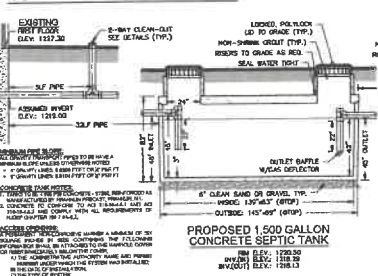


**HOUSER**  
Engineering, LLC  
101 KENNEDY BLVD. SUITE 1000, BIRMINGHAM, AL 35205  
TEL: 205-252-4400 FAX: 205-252-1247 www.houser-engineering.com  
ISO 9001:2000 CERTIFIED • INTERNATIONAL REPUTATION • 30+ YEARS OF SERVICE  
We provide full project and engineering management services for  
SEMI-CONDUCTOR and AUTOMOTIVE. Also, we provide

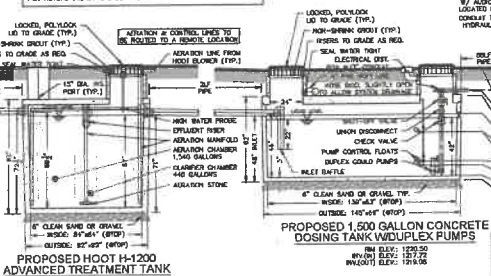
**J.R. HOUSER**  
*J.R. Houser*  
Principal Engineer  
www.houser-engineering.com  
101 KENNEDY BLVD. SUITE 1000, BIRMINGHAM, AL 35205  
TEL: 205-252-4400 FAX: 205-252-1247

[illegible]

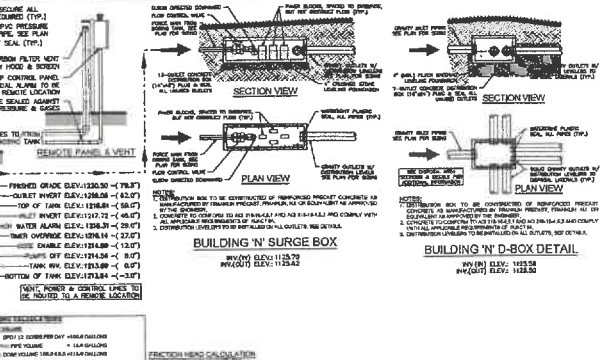
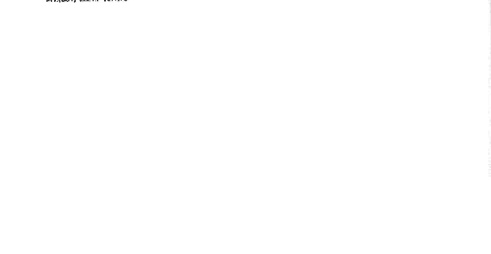
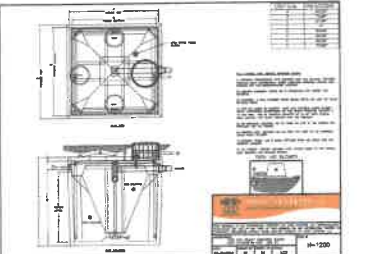
# BUILDING 'N' TANK PROFILE



PROPOSED 1,500 GALLON CONCRETE SEPTIC TANK

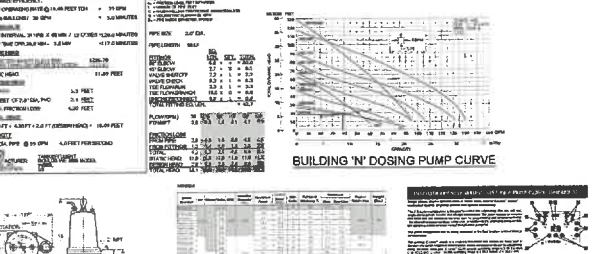


PROPOSED 1,500 GALLON CONCRETE DOSING TANK WITH DUPLEX PUMPS

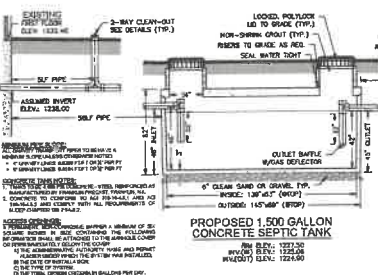


BUILDING 'N' SURGE BOX

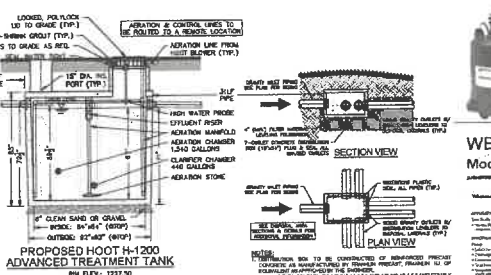
BUILDING 'N' D-BOX DETAIL



BUILDING 'N' DOSING PUMP CURVE

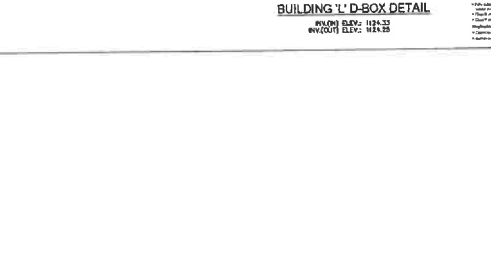


PROPOSED 1,500 GALLON CONCRETE SEPTIC TANK



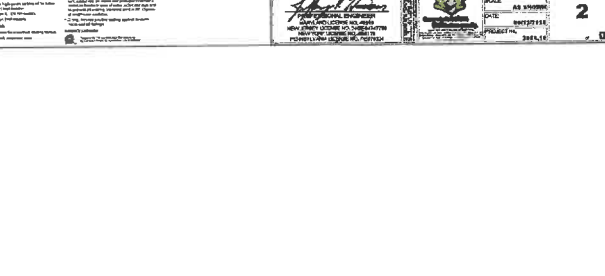
PROPOSED HOOT H-1200 ADVANCED TREATMENT TANK

# BUILDING 'L' TANK PROFILE



BUILDING 'L' SURGE BOX

BUILDING 'L' D-BOX DETAIL



BUILDING 'L' DOSING PUMP CURVE

**HOUSER Engineering, LLC**  
1121 W. 10th Street, Suite 100  
Tulsa, Oklahoma 74103  
Phone: (918) 438-1111  
Fax: (918) 438-1112  
www.housereng.com

**TANK PROFILES**

1. 1,500 GALLON CONCRETE SEPTIC TANK  
2. 1,500 GALLON CONCRETE DOSING TANK WITH DUPLEX PUMPS  
3. 1,500 GALLON CONCRETE SURGE BOX  
4. 1,500 GALLON CONCRETE D-BOX DETAIL

**WE Series Model 3885**

1. 1,500 GALLON CONCRETE SEPTIC TANK  
2. 1,500 GALLON CONCRETE DOSING TANK WITH DUPLEX PUMPS  
3. 1,500 GALLON CONCRETE SURGE BOX  
4. 1,500 GALLON CONCRETE D-BOX DETAIL

**HOOT H-1200**

1. 1,500 GALLON CONCRETE SEPTIC TANK  
2. 1,500 GALLON CONCRETE DOSING TANK WITH DUPLEX PUMPS  
3. 1,500 GALLON CONCRETE SURGE BOX  
4. 1,500 GALLON CONCRETE D-BOX DETAIL



**TOWNSHIP OF VERNON**

**RESOLUTION #25-210**

**RESOLUTION AUTHORIZING THE APPOINTMENT  
OF THOMAS VAN LEUVEN AS FIRE OFFICIAL  
FOR THE TOWNSHIP OF VERNON**

**WHEREAS**, the Township of Vernon is in need of appointing a Fire Official; and

**WHEREAS**, Thomas Van Leuven is currently serving as the Provisional Fire Official for the Township of Vernon.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Vernon, County of Sussex and State of New Jersey, authorizes the appointment of Thomas Van Leuven as Fire Official for the Township of Vernon.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their regular meeting held on August 11, 2025 at 7:00 pm in the Vernon Municipal Center.

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

**VERNON TOWNSHIP COUNCIL**

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



## Job Announcements

back

printable version

Symbol: M0006G

Title: FIRE OFFICIAL

Issue Date: 1/1/2025

Jurisdiction: VERNON

Num. of Positions: 1

Application Fee: \$25.00

Closing Date: 1/21/2025

Salary: \$55,000.00 - \$85,000.00 Per Year

Workweek: 35 Hours per week

### OPEN TO RESIDENTS OF:

(1) New Jersey

### REQUIREMENTS:

**EXPERIENCE:** Five (5) years of experience in one (1) or more of the areas indicated below or some combination thereof: (1) as a firefighter in a paid or volunteer fire company, and/or (2) in the inspection of buildings to detect fire hazards and to enforce fire safety codes and regulations, and/or (3) in the investigation of fires to determine their cause, and/or (4) in the inspection of the construction of buildings and the review of building construction plans and specifications to ensure compliance with fire protection codes and regulations, and/or (5) in the installation of fire protection equipment.

**LICENSE AND CERTIFICATE:** Applicants must possess a current and valid Fire Official certificate issued by the New Jersey Department of Community Affairs. Please ensure to provide details of your license on your application. Failure to indicate possession of a current certificate as of the closing date will result in ineligibility. You may be required to provide a copy of a valid certificate upon appointment.

Appointees will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform the essential duties of the position.

The responsibility for ensuring that employees possess the required motor vehicle license, commensurate with the class and type of vehicles they operate, rests with the Appointing Authority.

**PLEASE NOTE: Applications must be completed and submitted by 4:00 pm on the closing date.**

**Customer Care and Technical Support:** If you are having difficulty submitting your application online, customer care and technical support are available during regular business hours, 8:00 a.m. to 4:00 p.m. EST, Monday - Friday, excluding holidays and emergency closings. Please email: [OAS.support@csc.nj.gov](mailto:OAS.support@csc.nj.gov) or call (609) 292-4144. Please note that application support requests received outside regular business hours on the closing date will not change the application filing deadline so PLEASE FILE EARLY.

### IMPORTANT INFORMATION:

1. [NJAC 4A:4-2.3\(b\)](#) states that all requirements must be met as of the closing date.
2. Online applications must be completed and submitted by the closing date listed above.
3. **You must complete your application in detail.** Your score may be based on a comparison of your background with the job requirements. **Failure to complete your application properly may lower your score or cause you to fail.**  
**NOTE: Auto-fill may cause incomplete information on your application. Please confirm your name, address and phone number prior to submitting your application.**
4. If an employment list results from this announcement, it may be certified to fill full-time and part-time positions.
5. Effective September 1, 2011, the New Jersey First residency law was enacted. Please [click here](#) for additional information. In accordance with Public Law 2010 c. 26, Veterans pay a reduced application fee of \$15.00 if they have previously established Veteran's Preference with the DMAVA (as defined by NJSA 11A:5-1 et seq). Those claiming Veteran's Preference but have not yet received approval from DMAVA must pay the full application fee and may request a refund if the claim is approved at least 8 days prior to the issuance of the eligibility list. Please note this reduced fee does not apply to Public Safety titles.
6. Application fees submitted via personal check or money order must be postmarked within **five (5) business** days of submitting your application. If your fee is postmarked after five (5) business days, or is returned as invalid, you will be declared ineligible and denied admittance to the examination process.

7. The Civil Service Commission is increasing its use of emails as a communication tool. Please ensure that your email is always up-to-date so that important information about the testing process is not missed. Please remember to check your junk mail, spam, and clutter for these important messages.

- [Read Description of Job and Specification:06350](#)
- [Click here to apply via the Online Application System](#)

 [back](#)

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P.O. Box 310  
Trenton, NJ 08625

# TOWNSHIP OF VERNON

## RESOLUTION #25-211

### AUTHORIZING THE USE OF MORRIS COUNTY COOPERATIVE PRICING COUNCIL FOR PROPOSED IMPROVEMENTS TO VARIOUS STREETS-LK CONWAY

**WHEREAS**, the Township of Vernon has a need for contracting services for Proposed Improvements to Various Streets within Lake Conway including Rebecca Drive, Meadow Lane, Trefoil Lane, Sudan Lane, Timothy Lane, Clover Lane, Conway Drive, and Alsike Lane; and

**WHEREAS**, the Morris County Cooperative Pricing Council advertised and received bids for Milling & Paving through Contract #6; and

**WHEREAS**, the bids received allowed for vendors to extend their pricing to municipalities who are a member of the Morris County Cooperative Pricing Council, a State regulated County Contract Purchasing System; and

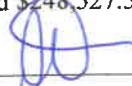
**WHEREAS**, the Vernon Township Engineer recommends the Township Council award a contract through the use of the Morris County Cooperative Pricing Council to the following contractors:

- 1) Milling & Paving: Tilcon New York, Inc. (Contract # 6) in an amount of **\$248,527.50**;

**WHEREAS**, the Certified Municipal Finance Officer of the Township of Vernon has certified that the funds for these contracts are available in Line Item: C-04-25-06-00 Road Improvements.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Vernon that the vendor Tilcon New York, Inc., be utilized for Proposed Improvements to Various Streets - Lake Conway through the respective Morris County Cooperative Pricing Council contracts at the amount not to exceed listed herewith.

This Resolution shall take effect according to law.

|                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p align="center"><b>Certification of Funds</b></p> <p>Account#: C-04-25-06-00</p> <p>Amount: not to exceed \$248,527.50 Tilcon NY Inc</p> <p>CMFO Signature: </p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### 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 August 11, 2025 at 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> |
|-----------------|---------------|---------------|------------|-----------|----------------|---------------|
| Buccieri, N.    |               |               |            |           |                |               |
| DeBenedetto, J. |               |               |            |           |                |               |
| Higgins, W.     |               |               |            |           |                |               |
| Sparta, B.      |               |               |            |           |                |               |
| Rizzuto, P.     |               |               |            |           |                |               |



## HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS · PLANNERS · LAND SURVEYORS  
ESTABLISHED 1969

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

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

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

**MATTHEW J. MORRIS**  
NJ – L.L.A., NJ – P.P.

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

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

July 11, 2025

VIA E-MAIL

**MEMORANDUM TO:** Mr. Anthony Rossi, Vernon Township Mayor

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

**SUBJECT:** **RECOMMENDATION OF AWARD OF CONTRACTS**  
Proposed Improvements to Various Streets – Lake Conway  
Milling & Paving per Morris County CO-OP  
HPA No. 25-211

Dear Mr. Rossi:

We are planning to utilize the Morris County CO-OP contractor to complete milling and paving of various streets in the Lake Conway section of the Township. The roadways that are proposed to be resurfaced include:

|               |              |
|---------------|--------------|
| Rebecca Drive | Timothy Lane |
| Meadow Lane   | Clover Lane  |
| Trefoil Lane  | Conway Drive |
| Sudan Lane    | Alsike Lane  |

It is my recommendation that the Township utilize the following Morris County Co-Op contractor to perform this work:

1. **Tilcon New York, Inc. (Milling and Paving Per the MCCPC Contract No. 6 - Road Resurfacing for District No. 2)**

| Std. Item No.             | NJDOT Std. Item No. | To Be Constructed                               | Quantity | Unit    | Unit Price | Amount              |
|---------------------------|---------------------|-------------------------------------------------|----------|---------|------------|---------------------|
| 1                         | 401009P             | HMA Milling, 2" Thick                           | 19,000   | Sq. Yd. | \$2.95     | \$56,050.00         |
| 2                         | 401042M             | Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick | 2,350    | Ton     | \$77.65    | \$182,477.50        |
| 3                         | 160004M             | Fuel Price Adjustment                           | 100%     | L.S.    | \$5,000.00 | \$5,000.00          |
| 4                         | 160007M             | Asphalt Price Adjustment                        | 100%     | L.S.    | \$5,000.00 | \$5,000.00          |
| <b>Total Award Amount</b> |                     |                                                 |          |         |            | <b>\$248,527.50</b> |

Please note that I am recommending that we use the Morris County CO-OP pricing on this project because using the Morris County CO-OP pricing contractor, in my opinion, will result in lower costs for the Township. Construction signs for the project will be provided by the Township DPW and Uniform Traffic Directors will need to be provided by the Vernon Township Police outside of this contract.

**Mr. Anthony Rossi, Vernon Township Mayor**

**Page 2**

**RE: Proposed Improvements to Various Streets – Lake Conway  
Milling & Paving per MCCPC  
August 6, 2025**

If you have any questions regarding my recommendation or would like to discuss this project in further detail, please do not hesitate to contact me.

Very truly yours,



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

CLS:cls  
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\25-211 - 2025 VARIOUS STREETS RESURFACING\LK CONWAY ROADWAYS\ROSSI1.DOCX

cc: VIA E-MAIL  
Marcy Gianattasio, Vernon Township Municipal Clerk  
Donelle Bright, Vernon Township CFO  
James Best – Tilcon New York, Inc.

---

**HAROLD E. PELLOW & ASSOCIATES, INC.**

*Established 1989*

17 PLAINS ROAD, AUGUSTA, NEW JERSEY 07822-2009 • TELEPHONE: 973-948-8463 • FAX: 973-948-2916  
CERTIFICATE OF AUTHORIZATION NO. 24GA27959300

## TOWNSHIP OF VERNON

### RESOLUTION #25-212

#### AUTHORIZING THE AWARD OF CONTRACT FOR PROPOSED IMPROVEMENTS TO CANISTEAR ROAD

**WHEREAS**, the Township of Vernon has a need for contracting services for Proposed Line Striping Improvements to Canistear Road; and

**WHEREAS**, the Township Engineer has received three (3) quotes for the proposed improvements of line striping for Canistear Road; and

**WHEREAS**, the Vernon Township Engineer has reviewed the quotes received and recommends the Township Council award a contract for Line Striping to Denville Line Painting, Inc. in an amount of \$13,765.07, per quote dated July 10, 2025.

**WHEREAS**, the Certified Municipal Finance Officer of the Township of Vernon has certified that the funds for this contract are available in Account #C-04-25-06-00 Road Improvements.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Vernon that the contract for the Line Striping Improvements to Canistear Road be awarded to Denville Line Painting, Inc., at the amount not to exceed listed herewith.

This Resolution shall take effect immediately according to law.

|                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p align="center"><b>Certification of Funds</b></p> <p>Account#: C-04-25 06-00-Road Improvements</p> <p>Amount: not to exceed \$13,765.07 Denville Line Painting, Inc.</p> <p>CMFO Signature: </p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### 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 August 11, 2025 at 7:00 pm in the Vernon Municipal Center.

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

#### VERNON TOWNSHIP COUNCIL

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



## HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS · PLANNERS · LAND SURVEYORS

ESTABLISHED 1969

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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.

August 6, 2025

VIA E-MAIL

**MEMORANDUM TO:** Mr. Anthony Rossi, Vernon Township Mayor

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

**SUBJECT:** RECOMMENDATION OF AWARD OF CONTRACTS  
Proposed Improvements to Canistear Road  
Line Striping per competitive bid  
HPA No. 25-211

Dear Mr. Rossi:

We received three (3) quotes for the line striping that will be required for the project referenced above in 2025. Based on a review of the quotes received, I recommend that the following work be completed by Denville Line Painting Inc. as per their quote dated July 10, 2025:

1. Denville Line Painting Inc. (Line Striping as per their quote dated July 10, 2025)

| Std. Item No.      | NJDOT Std. Item No. | To Be Constructed                                | Quantity | Unit     | Unit Price | Amount      |
|--------------------|---------------------|--------------------------------------------------|----------|----------|------------|-------------|
| 5                  | 610003              | Traffic Stripes, Long Life, Epoxy Resin, 4" Wide | 47,630   | Lin. Ft. | \$0.289    | \$13,765.07 |
| Total Award Amount |                     |                                                  |          |          |            | \$13,765.07 |

If you have any questions regarding my recommendations or would like to discuss this project in further detail, please do not hesitate to contact me.

Very truly yours,

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

CLS:rrc:cls  
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\25-211 - 2025 VARIOUS STREETS RESURFACING\LINE STRIPING\ROSSI2.DOCX

Enclosures: *Copies of quotes (Denville Line Painting, Statewide Striping & Straight Edge Striping)*

cc: VIA E-MAIL  
Donelle Bright, Vernon Township CFO  
Bob Romano, Denville Line Painting Inc. (Letter only)

## TOWNSHIP OF VERNON

### RESOLUTION #25-213

#### AUTHORIZING THE USE OF MORRIS COUNTY COOPERATIVE PRICING COUNCIL FOR PROPOSED IMPROVEMENTS TO CANISTEAR ROAD

**WHEREAS**, the Township of Vernon has a need for contracting services for Proposed Improvements to Canistear Road; and

**WHEREAS**, the Morris County Cooperative Pricing Council advertised and received bids for Milling & Paving; and

**WHEREAS**, the bids received allowed for vendors to extend their pricing to municipalities who are a member of the Morris County Cooperative Pricing Council, a State regulated County Contract Purchasing System; and

**WHEREAS**, the Vernon Township Engineer recommends the Township Council award a contract for Milling & Paving, through the use of the Morris County Cooperative Pricing Council to the following contractor:

- 1) Milling & Paving: Tilcon New York, Inc (Contract # 6) in an amount of **\$490,501.75**

**WHEREAS**, the Certified Municipal Finance Officer of the Township of Vernon has certified that the funds for these contracts are available in Account #C-04-25-06-00 Road Improvements.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Vernon that the vendor Tilcon New York, LLC. be utilized for the Improvements to Canistear Road through the respective Morris County Cooperative Pricing Council contract at the amount not to exceed listed herewith.

This Resolution shall take effect immediately according to law.

|                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p align="center"><b>Certification of Funds</b></p> <p>Account#: C-04-25 06-00-Road Improvements</p> <p>Amount: not to exceed \$490,501.75 Tilcon NY, LLC.</p> <p>CMFO Signature: _____</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### 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 August 11, 2025 at 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> |
|-----------------|---------------|---------------|------------|-----------|----------------|---------------|
| Buccieri, N.    |               |               |            |           |                |               |
| DeBenedetto, J. |               |               |            |           |                |               |
| Higgins, W.     |               |               |            |           |                |               |
| Sparta, B.      |               |               |            |           |                |               |
| Rizzuto, P.     |               |               |            |           |                |               |



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**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.

July 11, 2025

VIA E-MAIL

**MEMORANDUM TO:** Mr. Anthony Rossi, Vernon Township Mayor

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

**SUBJECT:** RECOMMENDATION OF AWARD OF CONTRACTS  
Proposed Improvements to Canistear Road  
Milling & Paving per Morris County CO-OP  
HPA No. 25-211

Dear Mr. Rossi:

We are planning to utilize the Morris County CO-OP contractor to complete milling and paving that will be required for the project referenced above in 2025. With that being stated, I am recommending that the following work be completed under the Morris County CO-OP:

1. Tilcon New York, Inc. (Milling and Paving Per the MCCPC Contract No. 6 - Road Resurfacing for District No. 2)

| Std. Item No.             | NJDOT Std. Item No. | To Be Constructed                               | Quantity | Unit    | Unit Price  | Amount              |
|---------------------------|---------------------|-------------------------------------------------|----------|---------|-------------|---------------------|
| 1                         | 401009P             | HMA Milling, 2" Thick                           | 36,305   | Sq. Yd. | \$2.95      | \$107,099.75        |
| 2                         | 401042M             | Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick | 4,680    | Ton     | \$77.65     | \$363,402.00        |
| 3                         | 160004M             | Fuel Price Adjustment                           | 100%     | L.S.    | \$10,000.00 | \$10,000.00         |
| 4                         | 160007M             | Asphalt Price Adjustment                        | 100%     | L.S.    | \$10,000.00 | \$10,000.00         |
| <b>Total Award Amount</b> |                     |                                                 |          |         |             | <b>\$490,501.75</b> |

Please note that I am recommending that we use the Morris County CO-OP pricing on this project because using the Morris County CO-OP pricing contractor, in my opinion, will result in lower costs for the Township. Construction signs for the project will be provided by the Township DPW and Uniform Traffic Directors will need to be provided by the Vernon Township Police outside of these contracts.

If you have any questions regarding my recommendations or would like to discuss these projects in further detail, please do not hesitate to contact me.

Mr. Anthony Rossi, Vernon Township Mayor  
RE: Proposed Improvements to Canistear Road  
Milling & Paving per MCCPC  
August 6, 2025

Page 2

Very truly yours,

A handwritten signature in black ink, appearing to read "Cory L. Stoner". The signature is fluid and cursive, with a horizontal line extending from the end.

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

CLS:rrc  
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\25-211 - 2025 VARIOUS STREETS RESURFACING\ROSSI1.DOCX

cc: VIA E-MAIL  
Marcy Gianattasio, Vernon Township Municipal Clerk  
Donelle Bright, Vernon Township CFO  
James Best – Tilcon New York, Inc.

## **TOWNSHIP OF VERNON**

### **RESOLUTION #25-214**

#### **AUTHORIZING THE USE OF MORRIS COUNTY COOPERATIVE PRICING COUNCIL FOR PROPOSED IMPROVEMENTS TO MACPEEK ROAD**

**WHEREAS**, the Township of Vernon has a need for contracting services for Proposed Improvements to MacPeek; and

**WHEREAS**, the Morris County Cooperative Pricing Council advertised and received bids for Milling & Paving, Line Striping, Guide Rails and Drainage Inlet Accessories; and

**WHEREAS**, the bids received allowed for vendors to extend their pricing to municipalities who are a member of the Morris County Cooperative Pricing Council, a State regulated County Contract Purchasing System; and

**WHEREAS**, the Vernon Township Engineer recommends the Township Council award contracts for Milling & Paving, Line Striping, Guide Rails, and Drainage Inlet Accessories (subject to final approvals from the New Jersey Department of Transportation) through the use of the Morris County Cooperative Pricing Council to the following contractors:

- 1) Milling & Paving: Tilcon New York, Inc. (Contract # 6) in an amount of **\$207,165.50**;
- 2) Line Striping: Dan Swayze & Son Inc. (Contract #36) in an amount of **\$6,830.50**;
- 3) Guide Rails: Road Safety Systems, LLC (Contract #26) in an amount of **\$96,916.00**;
- 4) Drainage Inlet Accessories Campbell Foundry Co. (Contract #14) in an amount of **\$887.80**

**WHEREAS**, the Certified Municipal Finance Officer of the Township of Vernon has certified that the funds for these contracts are available in Account #C-04-25-06-00 Road Improvements.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Vernon that the vendors Tilcon New York, Inc., Dan Swayze & Son Inc, Road Safety Systems, and Campbell Foundry Co. be utilized for the Improvements to MacPeek Road through the respective Morris County Cooperative Pricing Council contracts at the amounts not to exceed listed herewith, subject to the final approval from the New Jersey Department of Transportation.

This Resolution shall take effect immediately according to law.

#### **Certification of Funds**

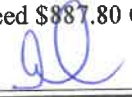
Account#: C-04-25-06-00-Road Improvements

Amount: not to exceed \$207,165.50 Tilcon New York, Inc

Amount: not to exceed \$6,830.50 Dan Swayze & Son, Inc.

Amount: not to exceed \$96,916.00 Road Safety Systems

Amount: not to exceed \$887.80 Campbell Foundry Co.

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 August 11, 2025 at 7:00 pm in the Vernon Municipal Center.

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

### VERNON TOWNSHIP COUNCIL

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



# HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS · PLANNERS · LAND SURVEYORS

ESTABLISHED 1969

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2022 Distinguished Engineering Service Award  
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**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.

August 6, 2025

VIA E-MAIL

**MEMORANDUM TO:** Mr. Anthony Rossi, Vernon Township Mayor

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

**SUBJECT:** **RECOMMENDATION OF AWARD OF CONTRACTS**  
Proposed Improvements to MacPeck Road  
Milling and Paving, Line Striping, Guide Rail, & Drainage Inlet Accessories  
As Per the Morris County Co-op  
HPA No. 24-316

Dear Mayor Rossi:

As you and I have discussed, we are planning to utilize the Morris County Co-op contractors to complete milling and paving, line striping, guide rail, and drainage inlet accessories for the above-referenced project in Vernon Township in 2025. I am recommending the following work be completed with the Morris County Co-op, subject to NJDOT final approval of the project plans and specifications:

**1. Tilcon New York, Inc. (Milling and Paving Per the MCCPC Contract No. 6 for District No. 2)**

| STD.<br>ITEM NO. | NJDOT STD.<br>ITEM NO. | ESTIMATE OF QUANTITIES                                                      | QUANTITY | UNIT    | UNIT PRICE | AMOUNT              |
|------------------|------------------------|-----------------------------------------------------------------------------|----------|---------|------------|---------------------|
|                  |                        | <u>Milling &amp; Paving</u>                                                 |          |         |            |                     |
| 1                | 401009P                | MILLING, 2" THICK                                                           | 15,755   | SQ. YD. | \$2.95     | \$46,477.25         |
| 2                | 401042M                | HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK                             | 2,005    | TON     | \$77.65    | \$155,688.25        |
| 3                | 160004M                | FUEL PRICE ADJUSTMENT                                                       | 100%     | L.S.    | \$2,500.00 | \$2,500.00          |
| 4                | 160007M                | ASPHALT PRICE ADJUSTMENT                                                    | 100%     | L.S.    | \$2,500.00 | \$2,500.00          |
|                  |                        | <b>Total Estimated Cost of Construction (Milling &amp; Paving - MCCPC):</b> |          |         |            | <b>\$207,165.50</b> |

**Total Award Amount for Tilcon New York, Inc. = \$207,165.50**

**2. Dan Swayze & Son, Inc. (Line Striping Per the MCCPC Contract No. 36)**

| STD.<br>ITEM NO. | NJDOT STD.<br>ITEM NO. | ESTIMATE OF QUANTITIES                                               | QUANTITY | UNIT     | UNIT PRICE | AMOUNT            |
|------------------|------------------------|----------------------------------------------------------------------|----------|----------|------------|-------------------|
|                  |                        | <u>Line Striping</u>                                                 |          |          |            |                   |
| 5                | 610003M                | TRAFFIC STRIPES, LONG LIFE EPOXY RESIN, 4" WIDE                      | 18,850   | LIN. FT. | \$0.305    | \$5,749.25        |
| 6                | 610017M                | TRAFFIC MARKINGS, LONG LIFE THERMOPLASTIC, 6" WIDE                   | 225      | LIN. FT. | \$1.250    | \$281.25          |
| 7                | 610008M                | TRAFFIC MARKINGS, LONG LIFE THERMOPLASTIC                            | 128      | SQ. FT.  | \$6.250    | \$800.00          |
|                  |                        | <b>Total Estimated Cost of Construction (Line Striping - MCCPC):</b> |          |          |            | <b>\$6,830.50</b> |

**Total Award Amount for Dan Swayze & Son, Inc. = \$6,830.50**

Mr. Anthony Rossi

Page 2

RE: RECOMMENDATION OF AWARDS

Proposed Improvements to MacPeck Road

Milling, Paving, Line Striping, Guide Rail, & Drainage Inlet Accessories per MCCPC

August 6, 2025

3. Road Safety Systems, LLC (Guide Rail Per the MCCPC Contract No. 26)

| STD.<br>ITEM NO. | NJDOT STD.<br>ITEM NO. | ESTIMATE OF QUANTITIES                                            | QUANTITY | UNIT     | UNIT PRICE | AMOUNT             |
|------------------|------------------------|-------------------------------------------------------------------|----------|----------|------------|--------------------|
|                  |                        | <u>Guide Rail</u>                                                 |          |          |            |                    |
| 8                | 609075M                | REMOVAL OF BEAM GUIDE RAIL & POSTS                                | 1,895    | LIN. FT. | \$6.00     | \$11,370.00        |
| 9                | 609003M                | STEEL BEAM GUIDE RAIL ( 6' 3" POST SPACING)                       | 1,495    | LIN. FT. | \$35.00    | \$52,325.00        |
| 10               | 609027M                | TANGENT GUIDE RAIL TERMINAL, 50' LONG, GALVANIZED STEEL           | 8        | UNIT     | \$3,600.00 | \$28,800.00        |
| 11               | NS                     | DELINEATORS, BUTTERFLY REFLECTORS                                 | 61       | UNIT     | \$11.00    | \$671.00           |
| 12               | 609042M                | GUIDE RAIL POST, 6' LONG (FOR OBSTRUCTION)                        | 25       | UNIT     | \$150.00   | \$3,750.00         |
|                  |                        | <b>Total Estimated Cost of Construction (Guide Rail - MCCPC):</b> |          |          |            | <b>\$96,916.00</b> |

**Total Award Amount for Road Safety Systems, LLC = \$96,916.00**

4. Campbell Foundry Company (Drainage Inlet Accessories Per the MCCPC Contract No. 14)

| STD.<br>ITEM NO. | NJDOT STD.<br>ITEM NO. | ESTIMATE OF QUANTITIES                                          | QUANTITY | UNIT | UNIT PRICE | AMOUNT          |
|------------------|------------------------|-----------------------------------------------------------------|----------|------|------------|-----------------|
|                  |                        | <u>Drainage</u>                                                 |          |      |            |                 |
| 13               | 602213M                | TYPE "N" CURB BACK, 6"                                          | 1        | UNIT | \$208.00   | \$208.00        |
| 14               | 602213M                | TYPE "N" CURB BACK, 8"                                          | 3        | UNIT | \$216.00   | \$648.00        |
| 15               | NS                     | CURB BACK BOLT SET                                              | 4        | UNIT | \$7.95     | \$31.80         |
|                  |                        | <b>Total Estimated Cost of Construction (Drainage - MCCPC):</b> |          |      |            | <b>\$887.80</b> |

**Total Award Amount for Campbell Foundry Company = \$887.80**

Enclosed please find copies of NJDOT Form SA-22 – *Recommendation of Award State Aid Project* for the four contractors referenced above. Once the NJDOT's final approval of the project plans and specifications are received (expected later this month), please have these forms executed and returned to my office.

Please note that I am recommending that we use the Morris County Co-op pricing again this year based on our firm's observation of asphalt construction prices on similar projects that we have bid recently. The construction work, if completed by the Morris County Co-op pricing contractors, in my opinion will result in lower costs for the Township. Traffic signs and construction signs will be provided by the Township DPW. Uniform Traffic Directors will need to be provided by the Vernon Township Police outside of these contracts.

If you have any questions regarding my recommendations or would like to discuss this project in further detail, please do not hesitate to contact me.

Very truly yours,



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

**HAROLD E. PELLOW & ASSOCIATES, INC.**

Vernon Township Engineer

**HAROLD E. PELLOW & ASSOCIATES, INC.**

*Established 1969*

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

Mr. Anthony Rossi

RE: RECOMMENDATION OF AWARDS

Proposed Improvements to MacPeck Road

Milling, Paving, Line Striping, Guide Rail, & Drainage Inlet Accessories per MCCPC

August 6, 2025

CLS:cls

K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\24-316 - 2025 MACPECK ROAD\ROSSH.DOCX

Enclosures – Form SA-22 – *Recommendation of Award State Aid Project* (4 Copies)

cc: VIA E-MAIL

Marcy Gianattasio, Vernon Township Municipal Clerk

Donelle Bright, Vernon Township CFO

James Best – Tilcon New York, Inc.

Dan Swayze – Dan Swayze & Son, Inc.

John Flemming – Road Safety Systems, LLC

Rocco Tancredi – Campbell Foundry Co.

**TOWNSHIP OF VERNON**

**RESOLUTION #25-215**

**RESOLUTION OF THE TOWNSHIP OF VERNON, COUNTY OF  
SUSSEX, STATE OF NEW JERSEY, AUTHORIZING A REDUCTION OF  
THE MUNICIPAL PORTION OF GUN AND CARRY PERMIT FEE  
EFFECTIVE JANUARY 1, 2026**

**WHEREAS**, pursuant to N.J.S.A. 2C:58-4, applicants for permits to carry a handgun are required to pay an application fee in the amount of \$200, of which \$150 is paid to the municipality and \$50 is paid directly to the Superintendent of the State Police; and

**WHEREAS**, Vernon Township recognizes that the statutory fee structure imposes financial burdens on applicants and wishes to ease that burden for residents by offering refunds of Vernon Township's portion of the application fee; and

**WHEREAS**, Vernon Township recognizes that the United States Supreme Court has long held that taxes on fundamental rights are unconstitutional and that the statutory fee prescribed by N.J.S.A. 2C:58-4 is more than a mere processing fee and is therefore a tax on a core constitutional right; and

**WHEREAS**, Vernon Township has determined that it is in the public interest to establish an administrative process for reducing the \$150 municipal portion of the application fee for a carry permit which will be in effect on January 1, 2026.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of Vernon Township, County of Sussex, State of New Jersey, amend Chapter 250, "Fees and Escrows", Article II, "Fees and Escrows Enumerated", § 250-11, Police, to reduce the fees associated with gun permits and carry permits.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be made available to the public and posted in accordance with the law and on the Vernon Township website for informational purposes.

**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 August 11, 2025 at 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> |
|-----------------|---------------|---------------|------------|-----------|----------------|---------------|
| Buccieri, N.    |               |               |            |           |                |               |
| DeBenedetto, J. |               |               |            |           |                |               |
| Higgins, W.     |               |               |            |           |                |               |
| Sparta, B.      |               |               |            |           |                |               |
| Rizzuto, P.     |               |               |            |           |                |               |

King Clients/Vernon/Resolutions/2025/Refund\_Gun & Carry Permit

**TOWNSHP OF VERNON**

**ORDINANCE #25-11**

**AN ORDINANCE TO AMEND CHAPTER 5, ENTITLED,  
“ADMINISTRATION OF GOVERNMENT” OF THE CODE  
OF THE TOWNSHIP OF VERNON, SUSSEX COUNTY, NEW  
JERSEY.**

**WHEREAS**, the Township Council of the Township of Vernon has reviewed the Municipal Code regarding the legal requirements of the Township Clerk as the Custodian of records and finds that an amendment is necessary to conform with New Jersey law and safeguard confidential information in municipal records.

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

**SECTION 1.** Chapter 5, entitled “Administration of Government”, Article VIII, “Office of the Clerk, Section 5-42, “Custodian of records”, is hereby amended and supplemented as follows:

**“5-42. Custodian of records.**

- A. The Clerk is designated the Custodian of records and shall have custody of and shall safely keep all records, books and documents of the Township, except those committed by the Charter, law, or ordinance to any other office or transferred thereto by the Mayor.
- B. The Clerk or her/his designee shall be the Administrator of all electronically stored data on the municipal servers and computer systems. The Clerk’s designee as Co-Administrator must be a contracted and approved vendor of an Information Technology Company entered into pursuant to the Local Public Contracts Law at N.J.S.A. 40A:11-1, et seq., and the Local Public Contracts Law Rules at N.J.A.C. 5:30-5.1 et seq., N.J.A.C. 5:30-11.1, et seq. and N.J.A.C. 5:34-1, et seq., and approved by the Mayor and Council.
- C. The Clerk shall, upon request for records by the public pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and upon the payment of the fees prescribed therefor by ordinance of the Council or law, will furnish certified copies of any such record in custody, under the Corporate Seal of the Township in accordance with the law. For records requested in the daily operations of the Township, the Clerk shall upon redaction of confidential information provide same to the requesting Department Head or Officer.
- D. The Clerk shall before each yearly reorganization meeting of the Township of Vernon submit the departments and officers who will be designated by appointment as Deputy

Custodians of Records by Resolution of the Governing Body. These Officers shall help the Clerk obtain records and facilitate requests pursuant to the Open Public Records Act N.J.S.A. 47:1A-1, et seq., in the Officers department.”

**SECTION 2.** All other Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency.

**SECTION 3.** If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

**SECTION 4.** This Ordinance shall take effect upon its passage and publication according to law.

**TOWNSHP OF VERNON**

**ORDINANCE #25-12**

**AN ORDINANCE TO AMEND CHAPTER 250, ENTITLED,  
“FEES AND ESCROWS” OF THE CODE OF THE  
TOWNSHIP OF VERNON, SUSSEX COUNTY, NEW  
JERSEY.**

**WHEREAS**, the Mayor and Township Council of the Township of Vernon has reviewed the Municipal Code regarding fees or pistol purchase permits and firearm carry permit applications and find that an amendment is necessary.

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

**SECTION 1.** Chapter 250, entitled “Fees and Escrows”, Article II, “Fees and Escrows Enumerate”, Section 250-11, “Police”, subsection A, Nos. 13 and 17 only, are hereby amended and supplemented as follows:

**“250-11. Police.**

(13) Pistol purchase permit: \$2.00

(17) Firearm carry permit application fee: \$50.00.”

**SECTION 2.** These amended fees shall become effective on January 1, 2026.

**SECTION 3.** All other Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency.

**SECTION 4.** If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

**SECTION 5.** This Ordinance shall take effect upon its passage and publication according to law.

**TOWNSHIP OF VERNON**

**ORDINANCE NO. 25-10**

**AN ORDINANCE ESTABLISHING CHAPTER 409,  
PARKING FOR GOLD STAR FAMILIES, OF THE CODE  
OF THE TOWNSHIP OF VERNON.**

**WHEREAS**, the Township Council of the Township of Vernon would like to acknowledge the significant sacrifices that the families of those who have served in our armed forces and gave their lives for our country, not go unrecognized; and

**WHEREAS**, in accordance with N.J.S.A. 39:3-10(f)(6) and N.J.S.A. 39:3-27-141, any verified “Gold Star Family Member”, which means a spouse, parent, brother, sister, child, legal guardian, or other legal custodian, whether of the whole or half blood or by adoption, of a member of the Armed Forces of the United States or National Guard, who lost his or her life while on active duty for the United States, with a Gold Star license plate or a placard issued by the New Jersey Motor Vehicle Commission, may park in designated spaces for a period not to exceed twenty-four (24) hours; and

**WHEREAS**, in an effort to honor those men and woman who served in our armed forces and Gold Star families whose loved one gave their lives for this country, the Township Council of the Township of Vernon finds that it is appropriate to establish a parking program to reserve certain public parking spaces for the exclusive use of these families.

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

**SECTION 1.** Chapter 409, Parking for Gold Star Families, is hereby enacted as follows:

**“409-1. Definitions.**

As used in this chapter, the following term shall have the meanings indicated:

- A. “Gold Star Family member” means a spouse, parent, brother, sister, child, legal guardian, or other legal custodian, whether of the whole or half blood or by adoption, of a member of the Armed Forces of the United States or National Guard, who lost his or her life while on active duty for the United States.”

**409-2. Courtesy parking spaces for Gold Star Family Members.**

Courtesy parking spaces for Gold Star Family members displaying Gold Star license plates pursuant to N.J.S.A. 39:3-27.141, or license indicating Gold Star Family member pursuant to N.J.S.A. 39:3-10(f)(6):

- A. Parking spaces shall be designated for Gold Star Family members at the following parking lots in Vernon Township:

- 1) One (1) parking space in the Township Municipal Complex;
- 2) One (1) parking space in the Maple Gange Park; and
- 3) Two (2) parking spaces in the Veterans Memorial Park.

**409-3. Violations and Penalties.**

Any person without the appropriate designated Gold Star Family member license plate or placard violating or failing to comply with any of the provisions of this chapter shall, upon conviction thereof, be punishable by a fine of not more than \$200 for a first offense, and a fine of \$300 for a second and/or subsequent violation.”

**SECTION 2.** All other Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency.

**SECTION 3.** If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

**SECTION 4.** This Ordinance shall take effect upon its passage and publication according to 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 July 14, 2025, and the same came up for final passage and was adopted at the Meeting of the Township Council held on August 11, 2025 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

\_\_\_\_\_  
Anthony Rossi, Mayor

**Township of Vernon**

**INTRODUCED: August 11, 2025**

| NAME            | M | S | YES | NO | ABSTAIN | ABSENT |
|-----------------|---|---|-----|----|---------|--------|
| Buccieri, N.    |   |   | X   |    |         |        |
| DeBenedetto, J. |   |   | X   |    |         |        |
| Higgins, W.     |   | X | X   |    |         |        |
| Sparta, B.      | X |   | X   |    |         |        |
| Rizzuto, P.     |   |   | X   |    |         |        |

**ADOPTED:**

| NAME            | M | S | YES | NO | ABSTAIN | ABSENT |
|-----------------|---|---|-----|----|---------|--------|
| Buccieri, N.    |   |   |     |    |         |        |
| DeBenedetto, J. |   |   |     |    |         |        |
| Higgins, W.     |   |   |     |    |         |        |
| Sparta, B.      |   |   |     |    |         |        |
| Rizzuto, P.     |   |   |     |    |         |        |